

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND
SIGMA TECHNOLOGY FUND, LLC, D/B/A KELLOGG & SOVEREIGN CONSULTING
FOR E-RATE CONSULTING SERVICES**

RFP # 25-524

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, and Sigma Technology Fund, LLC, d/b/a Kellogg & Sovereign Consulting, a Florida limited liability company, its successors and/or assigns (the CONSULTANT), (each a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a Request for Proposal (RFP) #25-524 seeking firms or individuals qualified to provide E-Rate consulting services for the COUNTY'S Library System; and

WHEREAS, the CONSULTANT desires to perform such services subject to the terms of this Agreement; and

WHEREAS, the provision of such services will benefit the Parties and the residents of Lake County, Florida.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants, and payment set forth in this Agreement, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE 1. LEGAL FINDINGS.

1.1 Legal Findings of Fact. 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.

ARTICLE 2. PURPOSE.

2.1 Purpose. The purpose of this Agreement is for the CONSULTANT to provide specialized consulting services to COUNTY related to the implementation and administration of E-Rate for the Lake County Library System and related services ("the Service") for the COUNTY as detailed in the Scope of Services, attached hereto and incorporated herein as **Exhibit A (Composite)**. This is an indefinite quantity contract with no guarantee of a volume of services or expenditure.

ARTICLE 3. SCOPE OF SERVICES.

3.1 Scope.

A. On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONSULTANT and CONSULTANT agrees to provide specialized consulting services related to the implementation and administration of the E-Rate program for the Lake County Library System, as more

specifically described in the Scope of Services (as may be amended), as modified or clarified by any addendums; along with CONSULTANT'S Submittal Forms; and CONSULTANT'S Proposed Solution; attached hereto and incorporated herein as **Exhibit A (Composite)**; as well as all Federal E-Rate and Universal Service Administrative Co. (USAC) rules and regulations, as they may be amended from time to time.

B. Annual E-Rate Services shall be provided per **Exhibit A (Composite)** and shall include all services described in the Scope of Services and Consultant's Proposal; it is intended that these documents be complementary to one another in describing the work to be performed under this Agreement.

C. It is understood that the Scope of Services may be modified by change order or written Amendment, as applicable, as the Service progresses, but to be effective and binding, any such agreement must be in writing, executed by the Parties, and in accordance with the COUNTY'S Purchasing Policies and Procedures. A copy of these policies and procedures will be made available to the CONSULTANT upon request.

D. Services provided by CONSULTANT under this Agreement will be provided to COUNTY on an as-needed basis. COUNTY will, on an annual basis, notify CONSULTANT of its Billing Selection for Annual E-Rate Services (**Option 1:** Comprehensive Flat Rate \$8,750 or **Option 2:** Category Based Billing (Cat. 1 \$6,500 with Cat. 2 at 3%)), per the Pricing Summary included is **Exhibit B (Composite)**. Annual E-Rate Services shall be billed in quarterly installments, at the direction of COUNTY and per the Scope of Services.

E. In the event COUNTY requires services outside of the scope of the Annual E-Rate Services, CONSULTANT shall prepare a detailed proposal and scope of work for COUNTY based on the hourly rates provided for in **Exhibit B (Composite)**. Individual projects will be invoiced to COUNTY at the end of each Service, separately from the Annual E-Rate Services.

F. The CONSULTANT shall be governed by the Price Summary set forth in **Exhibit B (Composite)**, attached hereto and incorporated herein by reference, unless such schedule is amended by mutual, written agreement of the Parties. The COUNTY reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation. The CONSULTANT shall provide all deliverables in format(s) specified by COUNTY and shall provide any requested progress or status reports necessary for grant administration.

G. All work must be performed in accordance with good commercial practice and in accordance with the project-specific scope of work, including any project documents, and exhibits or attachments thereto; the CONSULTANT'S project proposal; and this Agreement. The work schedule and completion dates as set forth in each Project-specific scope and proposal must be adhered to by the CONSULTANT except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of CONSULTANT. In these cases, CONSULTANT shall notify the COUNTY of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the COUNTY, as provided for herein. CONSULTANT will be solely responsible for obtaining all necessary approvals and permits to complete the Service. CONSULTANT shall not initiate awarded Projects without an agreed upon scope, proposal, and express direction from the COUNTY in writing.

3.2 Effective Date and Term.

A. This Agreement will be effective upon the first day of the next calendar month after approval by the Lake County Board of County Commissioners (the “**Effective Date**”).

B. The Term of this Agreement will be for an initial one (1) year term with the option for two (2) subsequent two (2) year renewal terms. Renewals are contingent upon written mutual agreement of the Parties. CONSULTANT shall maintain, for the entirety of the stated additional period(s), if any, the same prices, terms, and conditions included within this Agreement. Continuation of this Agreement beyond the initial period is a prerogative of the COUNTY and not a right of CONSULTANT. This prerogative may be exercised only when such continuation is in the best interest of the COUNTY. The terms and conditions of this Agreement shall remain in effect until completion of all express- and implied-warranty periods.

3.3 Consultant Personnel.

A. Key Personnel. CONSULTANT agrees that each person listed or referenced in CONSULTANT’S proposal package provided in response to RFP # 25-524, shall be available to perform the services described herein for the COUNTY barring illness, accident, or other unforeseeable events of a similar nature, in which case CONSULTANT must be able to promptly provide a qualified replacement. In the event CONSULTANT desires to substitute personnel, CONSULTANT shall propose a person with equal or higher qualifications; each replacement person is subject to prior written approval of the COUNTY. In the event the requested substitute is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to terminate this Agreement. A list of CONSULTANT’S Key Personnel under this Agreement are attached hereto and incorporated herein as part of **Exhibit B (Composite)**.

B. Personnel. CONSULTANT shall provide personnel who are competent, careful, and reliable. All personnel must have sufficient skill and experience to perform their assigned task properly and satisfactorily, to operate any equipment involved, and will make do and proper effort to execute the work in the manner prescribed in the agreement documents. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly, or insubordinate, such person will be immediately discharged from the Service and will not again be employed on the Service without the written consent of the COUNTY. Should the CONSULTANT fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due or may suspend the work with approval of the COUNTY until such orders are complied with. No alcoholic beverages or drugs are permitted on any COUNTY properties. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.

C. E-Verify. CONSULTANT shall utilize the U.S. Department of Homeland Security’s E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by CONSULTANT during the term of this Agreement. CONSULTANT shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors utilize the U.S. Department of Homeland Security’s E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the Agreement.

3.4 Continuation of Work. Any work that commences prior to and will extend beyond the expiration date of the current Agreement period shall, unless terminated by mutual written agreement between the COUNTY and CONSULTANT, continue until completion at the same prices, terms and conditions.

3.5 Contract Extension. The COUNTY has the unilateral option to extend this Agreement for up to ninety (90) calendar days beyond the current term of the Agreement. In such event, the COUNTY will notify the CONSULTANT in writing of such extensions. The Agreement be extended beyond the initial ninety (90) day extension upon mutual agreement between the COUNTY and the CONSULTANT

3.6 Open Quantity Contract. CONSULTANT acknowledges and agrees that this Agreement is an open quantity contract. The COUNTY does not guarantee to CONSULTANT any minimum or maximum amount of work throughout the term of this Agreement. Furthermore, CONSULTANT agrees and acknowledges that in the event CONSULTANT cannot meet the COUNTY'S specifications, including, but not limited to, time for completion or cost for individual project, that the COUNTY reserves the sole right to offer the individual project to the COUNTY'S other contractor(s) or to procure needed services seperately utilizing the COUNTY'S procurement procedures.

3.7 Ownership of Deliverables. Upon completion of and payment for a task CONSULTANT agrees all tasks and/or deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT shall be and/or remain the property of COUNTY. CONSULTANT shall perform any acts that may be deemed necessary or desirable by COUNTY to more fully transfer ownership of all tasks and/or deliverables to COUNTY. Additionally, CONSULTANT hereby represents that it has full right and authority to perform its obligations specified in this Agreement.

3.8 Intent of the Contract Documents.

A. For purposes of this Agreement, the term "contract documents" includes all bid documents, the Scope of Work, attachments to this Agreement, and provisions within this Agreement, along with any change orders or amendments to this Agreement.

B. It is the intent of the contract documents to describe a functionally complete Service which defines the Scope of Work. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result must be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, material or equipment, such words must be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Service, whether such reference be specified or by implication, will mean the latest standard specification, manual, code, law or regulation in effect at the time the work performed, unless specifically stated otherwise in this Agreement.

C. The contract documents and all referenced standards cited in the contract documents are essential parts of the contract requirements. A requirement occurring in one is binding as though occurring in all.

D. Documents are intended to agree and be mutually complete. Should anything not included in either the documents or the specifications be necessary for the proper provision of the Service as specified in this Agreement, or should any error or disagreement between the project documents exist or appear to exist, the CONSULTANT may not derive any unjust benefit, or use such disagreement counter to the best interests of the COUNTY. The CONSULTANT shall immediately notify the COUNTY'S Project Manager of any discrepancy and await the Project Manager's direction before proceeding with the work in question.

ARTICLE 4. PAYMENT.

4.1 Pricing.

A. Payment shall be arrived at utilizing the rates set forth in CONSULTANT'S Pricing Schedule, attached hereto and incorporated herein as part of **Exhibit B (Composite)**. COUNTY will pay, and CONSULTANT will accept as full and complete payment for the timely and complete performance of its obligations hereunder, compensation as provided in the Pricing Schedule, attached hereto and incorporated herein as **Exhibit B (Composite)**.

B. Agreement prices will prevail for the full duration of the Agreement.

C. COUNTY may request CONSULTANT to provide a quote for a lump-sum fee, arrived at utilizing the hourly rates set forth in CONSULTANT'S Pricing Schedule for additional projects outside the Annual E-Rate Services. The personnel needed for each individual project shall be determined in the scope for each individual project assignment. Upon reviewing the project specific scope, the CONSULTANT shall submit a list of specific tasks to be performed as part of the project, including any alternate tasks, and a detailed estimated cost sheet. A list of deliverables shall also be provided. The lump sum fee will be the approved total hours and related direct expenses, if applicable.

4.2 Invoicing.

A. Annual E-Rate Services. CONSULTANT shall submit an accurate invoice to COUNTY on a quarterly basis for Annual E-Rate Services, as directed by the COUNTY.

B. Additional Projects. Invoices for additional, project tasks outside of Annual E-Rate Services shall be provided to the COUNTY after the completion of each Service.

C. Invoice submission shall not exceed ten (10) calendar days beyond the date the work was completed. Under no circumstances shall the invoices be submitted to COUNTY in advance of the delivery and acceptance of the work. All invoices shall be accompanied by supporting PDF documentation including, but not limited to service tickets, suppliers' invoices, purchase orders, time sheets, approved proposals, and any other pertinent backup documentation in COUNTY'S discretion.

4.3 Payment.

A. The COUNTY will make payment on all undisputed invoices in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes; payment will be made within forty-five (45) days, as specified in Section 218.73, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment and CONSULTANT may be considered in default and this Agreement may be terminated. COUNTY will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date. CONSULTANT must invoice COUNTY for any interest accrued in order to receive the interest payment. No interest will accrue when payment is delayed because of a dispute between the COUNTY and the CONSULTANT, or a dispute as to the accuracy or completeness of any request for payment received; this exception to the accrual of interest will apply only to that portion of a delayed payment which is the subject of the dispute and will apply only for the duration of such disagreement.

B. COUNTY shall reimburse CONSULTANT for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

C. Other than the fees and rates set forth in **Exhibit B (Composite)**, CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

D. Improper Payment Requests and Invoice Disputes. Improper payment requests or invoices submitted by the CONSULTANT shall be resolved as provided for in the Florida Local Government Prompt Payment Act, Section 218.76, Florida Statutes.

E. Compensation of Consultant's Subconsultants and Suppliers. Upon receipt of payment from the COUNTY, the CONSULTANT shall pay each of its subconsultants and suppliers out of the amount received by the CONSULTANT on account of such subconsultant's or supplier's portion of the Service, the amount to which each entity is entitled. The COUNTY will have no obligation to pay, and will not be responsible for payments to, the CONSULTANT'S subconsultants or suppliers. However, the COUNTY reserves the right, but has no duty, to make payment jointly to the CONSULTANT and to any of its subconsultants or suppliers if the COUNTY becomes aware that the CONSULTANT fails to pay or unreasonably withholds payment from one or more of those entities. Such joint check procedure, if employed by the COUNTY, will create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and will not be deemed to commit the COUNTY to repeat the procedure in the future.

4.4 Compliance with Federal Funding Requirements. General Federal funding provisions required are attached hereto and incorporated herein as **Exhibit C**, however, specific grant funding sources may require Consultant to adhere to different terms. In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, CONSULTANT agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. CONSULTANT is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONSULTANT pursuant to the grant funding requirements. A copy of the requirements will be supplied to CONSULTANT by the COUNTY upon request.

ARTICLE 5. COUNTY RESPONSIBILITIES.

5.1 COUNTY shall pay in accordance with the provisions set forth in this Agreement.

5.2 COUNTY retains the right to inspect all work to verify compliance with the contract documents. COUNTY will promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed.

5.3 Project Manager. COUNTY shall designate one COUNTY staff member to act as COUNTY'S Project Manager. It is agreed to by the Parties that the COUNTY'S Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution, and fulfillment of the Scope of Services, and as to the character, quality, amount, and value of any work done, and materials furnished, under or by reason of this agreement. The COUNTY'S Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished

ARTICLE 6. GENERAL TERMS AND CONDITIONS.

6.1 Termination.

A. Termination for Convenience. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other Party; but if any service under this Agreement is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said service is completed and accepted. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) day advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. This Agreement may be terminated by the COUNTY due to the CONSULTANT'S breach of a material term of this Agreement, but only after the COUNTY has provided CONSULTANT with ten (10) calendar days' written notice for the CONSULTANT to cure the breach and the CONSULTANT'S failure to cure the breach within that ten (10) day time period; but, if any work, service, or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted. Termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled, and CONSULTANT shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the services delivered under this Agreement.

6.2 Assignment of Agreement. This Agreement shall not be assigned or sublet except with the written consent of the Lake County Procurement Services Director. No such consent shall be construed as making the COUNTY a Party to the assignment or subcontract or subjecting the COUNTY to liability of any kind to any assignee or subcontractor. No assignment or subcontract shall under any circumstances relieve CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through CONSULTANT. In the event CONSULTANT is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar acquisition process, CONSULTANT shall notify the COUNTY immediately, and in no case more than thirty (30) days after to the effective date of the acquisition. The COUNTY shall have the option of terminating this Agreement in the event the acquiring entity does not meet with the COUNTY'S approval. Any acquisition or hostile takeover may result in termination of this Agreement for cause. Any acquisition or hostile takeover may result in termination of this Agreement for cause. Failure to submit timely notification to the COUNTY may result in a material breach of this Agreement and termination by the COUNTY or assessment of a processing fee.

6.3 Insurance. CONSULTANT will purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated in **Exhibit D**, attached hereto and incorporated herein, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONSULTANT against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONSULTANT under the terms and provisions of this Agreement.

6.4 Indemnification. To the extent permitted by law, the CONSULTANT shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the CONSULTANT or its employees, agents, servants, partners, principals or subcontractors. The CONSULTANT shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

6.5 Non-Collusion. CONSULTANT, by entering into this Agreement, further certifies that the offer made during the solicitation process, the prices provided to the COUNTY were arrived at independently, without collusion, communication, or agreement, for the purpose of restricting competition with any other consultant, bidder, or potential bidder, and in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid. No attempts were made to solicit, cause, or introduce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid. Should the COUNTY, at any time during the term of this Agreement, become aware of collusive acts by the CONSULTANT in submitting their bid, the COUNTY reserves the right to terminate this Agreement without cost or penalty to the COUNTY.

6.6 Prohibition against contingent fees. CONSULTANT, by entering this Agreement, warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any consideration contingent upon or resulting from the award or making of this Agreement.

6.7 Contracting with County Employees. Any County employee or immediate family member seeking to contract with the County shall seek a conflict-of-interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract. Failure to disclose any conflicts of interest may result in termination of this Agreement.

6.8 Conflict of Interest. CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONSULTANT hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of the CONSULTANT conducted here and that no such person may have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

6.9 State Registration Requirements. CONSULTANT shall be registered with the Florida Department of State in accordance with the provisions of the Florida Business Corporation Act, Chapter 607, Florida Statutes.

6.10 Consultant as Prime. CONSULTANT shall act as the prime consultant for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONSULTANT shall be considered the sole point of contact regarding all stipulations, including payment of all charges and meeting all requirements of this Agreement. All sub-consultants will be subject to advance review by the COUNTY in terms of competency, security concerns, and compliance with applicable laws. No change in sub-consultants shall be made without consent of the COUNTY. CONSULTANT shall be responsible for all insurance, professional certifications, licenses and related matters for any and all sub-consultants. Even if the sub-consultant is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

6.11 Subcontracting. CONSULTANT shall not subcontract any portion of the work without the prior written consent of the COUNTY. Subcontracting without the prior consent of the COUNTY may result in termination of the Agreement for default.

6.12 Disadvantaged Businesses. The COUNTY has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The COUNTY encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

6.13 Additional Services & Non-Exclusivity. Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment. The COUNTY reserves the right to award any additional services to the CONSULTANT or to acquire the items from another vendor through a separate solicitation. COUNTY reserves the right to perform, or cause to be performed, all or any of the work and services described in this Agreement in the manner deemed to represent its best interests. In no case will the COUNTY be liable for billings in excess of the quantity of goods or services provided under the Agreement.

6.14 Other Departments. Although this Agreement is specific to a Department of the COUNTY, it is agreed and understood that any department of the COUNTY may avail itself of this Agreement and purchase any and all items specified in this Agreement at the contract prices established in this Agreement. A contract modification will be issued by the COUNTY identifying the requirements of the additional

6.15 Other Agencies. Other governmental agencies may make purchases in accordance with the terms of this Agreement with CONSULTANT consent and upon providing notice to the COUNTY'S Office of Procurement Services. Purchases are governed by the Agreement's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

6.16 Warranties. All warranties express and implied, must be made available to the COUNTY for goods and services furnished under this Agreement. All goods furnished must be fully guaranteed by the CONSULTANT against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided herein will be in addition to the warranty and do not limit any right afforded to the COUNTY by any other provision of a solicitation. CONSULTANT shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the COUNTY. Any

special conditions within the Scope of Work supersede the manufacturer's standard warranty where such conditions are most favorable to the COUNTY.

6.17 Deficiencies in Work. CONSULTANT shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Agreement documents regardless of project completion status. All corrections must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the CONSULTANT by the COUNTY'S Project Manager. CONSULTANT must bear all costs of correcting such rejected work. If CONSULTANT fails to correct the work within the period specified, COUNTY may, at its discretion, notify the CONSULTANT, in writing, that the CONSULTANT is subject to contractual default provisions if the corrections are not completed to the satisfaction of the COUNTY within seven (7) calendar days of receipt of the notice. If the CONSULTANT fails to correct the work within the period specified in the notice, the COUNTY may place the CONSULTANT in default, obtain the services of another CONSULTANT to correct the deficiencies, and charge the incumbent CONSULTANT for these costs, either through a deduction from the final payment owed to CONSULTANT or through invoicing. If the CONSULTANT fails to honor this invoice or credit memo, the COUNTY may terminate the contract for default.

6.18 County is Tax Exempt. When purchasing on a direct basis, the COUNTY is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit Lake County Tax Exemption Certificate page to print a copy of the certificate. (https://bccnet.lakecountyfl.gov/documents/finance/forms/Tax_Exemption_Form.pdf). Except for items specifically identified by the CONSULTANT and accepted by the COUNTY for direct COUNTY purchase under the Sales Tax Recovery Program, CONSULTANT is not exempt from paying sales tax to its suppliers for materials to fulfill contractual obligations with the COUNTY, nor will CONSULTANT be authorized to use any of the COUNTY'S Tax Exemptions in securing such materials.

6.19 Shipping Terms, F.O.B. Destination. The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED.

6.20 Acceptance of Goods or Services. The work delivered and services rendered under this Agreement will remain the property of the CONSULTANT will remain the property of the CONSULTANT and will not be deemed complete until a physical inspection and actual usage of the products or services is accepted by the COUNTY and is in compliance with this Agreement.

Any goods or services purchased under this Agreement may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the COUNTY reserves the right to terminate this Agreement or initiate corrective action on the part of the CONSULTANT, to include return of any non-compliant goods to the CONSULTANT at CONSULTANT'S expense, requiring the CONSULTANT to either provide a direct replacement for the item, or a full credit for the returned item. CONSULTANT shall not assess any additional charges for any conforming action taken by the COUNTY under this clause. COUNTY will not be responsible to pay for any product or service that does not conform to the Agreement specifications. In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Agreement, may be procured by the COUNTY on the open market, and any increase in cost may be charged against the CONSULTANT. Any cost incurred by the COUNTY in any re-procurement, plus any increased product or service cost, will be withheld from any monies owed to the CONSULTANT by the COUNTY for any Contract or financial obligation.

6.21 Estimated Quantities. CONSULTANT acknowledges that any estimated quantities or dollar amounts provided by COUNTY as part of the COUNTY'S solicitation for services provided under this Agreement are for guidance only and are not part of this Agreement; COUNTY makes no express or implied guarantees as to quantities or dollar value that will be used during the Contract period and is not obligated to purchase any goods or services under this Agreement. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

6.22 Additional Locations. While this Agreement may identify specific locations to be serviced, it is hereby agreed and understood that any COUNTY department or facility may be added or deleted to the Contract at the option of the COUNTY. The location change will be addressed by formal Contract modification. The COUNTY may obtain price quotes for the additional facilities from other vendors if fair and reasonable pricing is not obtained from CONSULTANT, or for other reasons at the COUNTY'S sole discretion. It is hereby agreed and understood that the COUNTY may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the CONSULTANT.

6.23 Similar or Ancillary Items. While the COUNTY has listed all major items which are utilized by COUNTY departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this Agreement. Under these circumstances, a COUNTY representative will contact the CONSULTANT to obtain a price quote for the similar or ancillary items. The COUNTY may request price quotes from all contractors under contract if there are multiple contracts awarded for the Service. The COUNTY reserves the right to award these ancillary items to the CONSULTANT, another vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

6.24 Accuracy. CONSULTANT is responsible for the professional quality, technical accuracy, timely completion, and coordination of all the Services furnished under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies resulting from the Services provided in this Agreement. The standard of care for all professional consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill ordinarily used by members of CONSULTANT'S profession practicing under the same or similar circumstances at the same time and in the same locality.

6.25 Safety. Intentionally Omitted.

6.26 Safety Data Sheets. Intentionally Omitted.

6.27 Tobacco Products. Tobacco use, including both smoke and smokeless tobacco, is prohibited on COUNTY owned property.

6.28 Cleanup. Intentionally Omitted.

6.29 Protection of Property. Intentionally Omitted.

6.30 Certificate of Competency, Licensure, Permits, and Fees.

A. CONSULTANT shall, at the time it submits any offer to COUNTY in response to a solicitation and for the duration of this Agreement hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying CONSULTANT to perform the Service under this Agreement. If work for other trades is required and such work will be performed by

subcontractors hired by CONSULTANT, CONSULTANT shall provide COUNTY each subcontractor's applicable Certificate of Competency/license.

B. CONSULTANT will be solely responsible for obtaining all necessary approvals and permits to complete the service, unless specifically agreed otherwise in the Scope of Services. The CONSULTANT shall remain appropriately licensed throughout the course of the Service. If the CONSULTANT employs the services of a subcontractor, the CONSULTANT shall ensure that any subcontractor is appropriately licensed throughout the course of the Service. Failure to maintain all required licenses will entitle the COUNTY, at its option, to terminate this Agreement. Damages, penalties, or fines imposed on the COUNTY or CONSULTANT for failure to obtain required licenses, permits, inspections, or other fees, or inspections, will be borne by the CONSULTANT.

C. CONSULTANT shall maintain sufficient financial support and organization to ensure satisfactory delivery of the Services provided under this Agreement. In the event CONSULTANT subcontracts any part of its work or will obtain the goods specifically offered under this Agreement from another source of supply, CONSULTANT is responsible for verifying the competency of its subcontractor or supplier.

6.31 Truth in Negotiation Certificate. For contracts awarded under the Consultant's Competitive Negotiation Act, under Section 287.055, Florida Statutes, for all lump-sum or cost-plus fixed fee agreements exceeding the threshold amount provided for in Section 287.017 for Category Four, CONSULTANT must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Agreement adjustments shall be made within one (1) year following the end of the Agreement.

6.32 Independent Contractor. CONSULTANT, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. CONSULTANT will have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY.

6.33 Responsibility as Employer. CONSULTANT shall provide employees capable of performing the work as required. The COUNTY may require the CONSULTANT to remove any employee it deems unacceptable. All employees of the CONSULTANT may be required to wear appropriate identification.

6.34 Retaining Other Contractors. Nothing in this Agreement will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

6.35 Minimum Wage. The wage rate paid to all laborers, mechanics, and apprentices employed by the CONSULTANT for the work under the Agreement may not be less than the prevailing wage rates for similar classifications of work as established by the Federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

6.36 Price Redeterminations. Intentionally Omitted.

6.37 Fraud, misrepresentation, and material misstatements. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

6.38 Right to Audit. The COUNTY reserves the right to require the CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. The CONSULTANT shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for ten (10) years following expiration of the Agreement, as required by 47 C.F.R. 54.516 or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>, whichever is longer. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

A. If the CONSULTANT provides technology services, the CONSULTANT must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the COUNTY. The SOC reports must be full Type II reports that include the CONSULTANT'S description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the CONSULTANT.

B. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit must be reimbursed to the COUNTY by the CONSULTANT. Any adjustments or payments which must be made as a result of any such audit or inspection of the CONSULTANT'S invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the COUNTY'S audit findings to the CONSULTANT.

This provision is hereby considered to be included within, and applicable to, any subcontractor contract entered into by the CONSULTANT in performance of any work under this Agreement.

6.39 Public Records.

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONSULTANT for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility. The CONSULTANT will maintain the files and papers for not less than three (3) complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the CONSULTANT will

appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY.

B. Pursuant to Section 119.0701, Florida Statutes, CONSULTANT will comply with the Florida Public Records' laws, and will:

1. Keep and maintain public records required by the COUNTY to perform the services identified herein.
2. 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.
3. 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 CONSULTANT does not transfer the records to the COUNTY.
4. Upon completion of this Agreement, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If CONSULTANT transfers all public records to the COUNTY upon completion of the contract, CONSULTANT will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the Agreement, CONSULTANT will 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.

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

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

E. Unless otherwise provided, CONSULTANT shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies, a copy of which can be found at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>. If CONSULTANT receives notification of a dispute or the

commencement of litigation regarding the Project within the time specified in the Schedule, the CONSULTANT shall continue to maintain all service records until final resolution of the dispute or litigation.

6.40 Confidential and/or Exempt Information. CONSULTANT must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received under this Service. Upon completion of the Service, CONSULTANT will return to COUNTY all confidential and/or exempt project documents including, but not limited to, designs, files, photos, reports, maps, drawings, specifications, schematics, diagrams, shop drawings, construction documents and electronic files. CONSULTANT will provide written certification to COUNTY that all documents designated as confidential and/or exempt have been returned to the COUNTY or destroyed.

6.41 Copyrights. Any copyright derived from this Agreement will belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in its best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable will be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

The COUNTY owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or CONSULTANT to use or display COUNTY'S Intellectual Property. Use of any COUNTY Intellectual Property requires express written consent from the COUNTY.

6.42 Sovereign Immunity. COUNTY expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of COUNTY beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against COUNTY, which would otherwise be barred under the law.

6.43 Compliance with Federal Standards. All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

6.44 Force Majeure. The Parties will exercise every reasonable effort to meet their respective obligations under this Agreement, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other Party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so Incurred.

6.45 Claims and Disputes.

A. Claims by the CONSULTANT must be made in writing to the COUNTY within two (2) business days, unless another provision of this Agreement sets forth a different time frame, after the

commencement of the event giving rise to such claim or the CONSULTANT will be deemed to have waived the claim.

B. The CONSULTANT shall proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY shall continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.

C. Claims by the CONSULTANT will be resolved in the following manner: (1) Upon receiving the claim and supporting data, the COUNTY will within fifteen (15) calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY will specify the grounds for denial. The CONSULTANT will then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is. (2) If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the Parties and each Party will pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, the CONSULTANT may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

D. Claims by the COUNTY against the CONSULTANT must be made in writing to the CONSULTANT as soon as the event leading to the claim is discovered by the COUNTY. Written supporting data will be submitted to the CONSULTANT. The CONSULTANT shall respond in writing within fifteen (15) calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY may submit the matter to mediation as set forth above.

E. Arbitration will not be considered as a means of dispute resolution.

F. NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME MAY BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work will relieve the CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONSULTANT expressly acknowledges and agrees that the CONSULTANT will receive no damages for delay. However, this provision will not preclude recovery or damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the COUNTY. Otherwise, the CONSULTANT will be entitled to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

6.46 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, the CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services under this Agreement, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement.

6.47 Public Entity Crimes. Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a CONSULTANT, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6.48 Florida Convicted/Suspended Vendor Lists. By executing this Agreement CONSULTANT affirms that it is not currently listed on the Florida Department of Management Services Convicted Vendor (Section 287.133, Florida Statutes) or Suspended Vendor (Section 287.1351, Florida Statutes) Lists.

6.49 Discriminatory Vendor List (State funded projects). As provided by Section 287.134, Florida Statutes, a contractor who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a 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. By entering into this Agreement, CONSULTANT affirms that CONSULTANT is not on the Discriminatory Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Discriminatory Vendor List.

6.50 Antitrust Violator Vendor List (State funded projects). As provided by Section 287.137, Florida Statutes, a contractor who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Agreement, CONSULTANT affirms that CONSULTANT is not on the Antitrust Violator Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Antitrust Violator Vendor List.

6.51 Foreign gifts and contracts. Pursuant to Section 286.101, Florida Statutes, CONSULTANT shall disclose to the COUNTY any current or prior interest of, any contract with, or any grant or gift received by a foreign country of concern if such interest, contract, or grant or gift (1) had a value of \$50,000 or more and (2) such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. Foreign country of concern is defined in Section 286.101(1)(b), Florida Statutes, as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. CONSULTANT'S disclosure must include the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. The COUNTY may request records relevant to a reasonable suspicion that a disclosure has not been made and the CONSULTANT shall provide the required records within thirty (30) days of the COUNTY making such request, or at a later time as agreed to by the Parties.

6.52 Contracting with foreign entities of concern. Pursuant to Section 287.138, Florida Statutes, for contracts where CONSULTANT may have access to personal identifying information, CONSULTANT certifies to the COUNTY by submitting its bid that (1) CONSULTANT is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a controlling interest in CONSULTANT; and (3) CONSULTANT is not organized under the law of nor has its principal

place of business in a foreign country of concern. For the purposes of this section, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

6.53 Social, political, or ideological interests. Per Section 287.05701, Florida Statutes, the COUNTY will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

6.54 Compliance with Human Trafficking Laws. Per Section 787.06, Florida Statutes, the Florida Legislature has enacted laws to prevent and prosecute human trafficking. CONSULTANT agrees to comply with laws related to human trafficking and has provided the COUNTY with a signed affidavit, attached hereto as part of **Exhibit A (Composite)** affirming compliance with human trafficking laws.

6.55 Certification Regarding Scrutinized Companies. By executing this Agreement, CONSULTANT hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. CONSULTANT understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. CONSULTANT further understands that any contract with the COUNTY for goods or services may be terminated at the option of the COUNTY if the CONSULTANT is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

CONSULTANT, by entering this Agreement, hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. CONSULTANT understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The CONSULTANT further understands that any contract with the County for goods or services of \$1 million or more may be terminated at the option of the COUNTY if the CONSULTANT is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

6.56 Anti-Trafficking Related Activities. The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to some federally funded contracts and prohibit CONSULTANT, CONSULTANT employees, and their agents from:

- A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;
- B. Procuring commercial sex acts during the period of performance of the contract;
- C. Using forced labor in the performance of the contract;

- D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- E. Using misleading or fraudulent practices during the recruitment of employees;
- F. Charging employees or potential employees recruitment fees;
- G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;
- H. Providing or arranging housing that fails to meet the host country housing and safety standards; or
- I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

ARTICLE 7. MISCELLANEOUS PROVISIONS.

7.1 Governing Law, Venue, and Waiver of Jury Trial. This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida. THE CONSULTANT, BY ENTERING INTO THIS AGREEMENT, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM OR RELATING TO THIS AGREEMENT.

7.2 Captions. The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions of this Agreement.

7.3 This Agreement will be binding upon and will inure to the benefit of each of the Parties and of their respective successors and permitted assigns.

7.4 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the Parties.

7.5 No Waiver. The failure of any Party at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision of this Agreement, nor in any way affect the validity of, or the right to enforce, each and every provision of this Agreement.

7.6 Civil Rights Act. During the term of this Agreement the CONSULTANT assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against the CONSULTANT'S employees or applicants for employment. The CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

7.7 Compliance with Applicable Laws. The CONSULTANT must at all times comply with all Federal, State and local laws, rules and regulations.

7.8 Construction of Agreement. The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

7.9 Severability. The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement must be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.10 Notices. Wherever provision is made in this Agreement for the giving, service, or delivery of any notice, statement or other instrument, such notice must be in writing and will be deemed to have been duly given, served, and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

If to CONSULTANT:
Sigma Technology Fund, LLC
d/b/a Kellogg & Sovereign Consulting
Attn: Jason Ramey, CEO
3010 LBJ Freeway
Dallas, Texas 75234

If to COUNTY:
Lake County Manager
315 West Main Street
P.O. Box 7800
Tavares, Florida, 32778

With a Copy to:
Lake County Attorney
315 West Main Street, Suite 335
P.O. Box 7800
Tavares, Florida 32778

Each Party may change its mailing address by giving to the other Party, by hand delivery, United States registered or certified mail, notice of election to change such address.

ARTICLE 8. SCOPE OF AGREEMENT.

8.1 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 previously made. Any items not covered under this Agreement will need to be added via written addendum.

8.2 This Agreement includes the following exhibits, all of which are incorporated in this Agreement:

Exhibit A (Composite).....Scope of Services, Addenda, Submittal Forms, and Consultant's Proposed Solution (26 pages).

Exhibit B (Composite)Pricing Schedule and Key Personnel (2 pages).

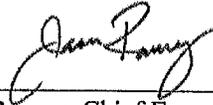
Exhibit CFederal Funding Provisions (12 pages).

Exhibit DInsurance Requirements (2 pages).

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its County Manager; and by the CONSULTANT through its duly authorized representative.

CONSULTANT

SIGMA TECHNOLOGY FUNDS, LLC, D/B/A
KELLOGG & SOVEREIGN CONSULTING



Jason Ramey, Chief Executive Officer

This 16th day of January, 2026.

COUNTY

LAKE COUNTY, FLORIDA, through its
COUNTY MANAGER



Jennifer Barker, County Manager

This 5 day of February, 2026.

Approved as to form and legality:



Melanie Marsh
County Attorney

E-RATE GRANT WRITING & ADMINISTRATION SERVICES**1. SCOPE OF SERVICES**

- 1.1. Consultant(s) shall specialize in the management and processes of the E-Rate Program, administered by the Federal Communications Commission (FCC), ensuring program compliance and maximization of funding opportunities for the Lake County Library System Consortium (Library System), which includes Lake County and municipal member libraries.
- 1.2. County intends to apply for funding to address documented County needs related to service delivery and needed capital infrastructure improvements while complying with all regulations, programs rules, and guidelines.
- 1.3. Library System participates in the E-Rate Program to secure reimbursement and/or discounted pricing for services and projects for which the Library System otherwise would be required to utilize local tax dollars.
- 1.4. Consultant shall identify and recommend possible E-Rate opportunities to the Library System and assist with navigating the processes, overseeing the reimbursement process, and with developing, issuing, and evaluating related requests for proposals.
 - 1.4.1. Services may also encompass assistance with reporting requirements, reimbursement requests, verifying compliance documents, and closeout documentation.
 - 1.4.2. Work will be assigned to the Consultant on a Project basis.
 - 1.4.3. Conditions imposed by funding sources must be shared with all involved to ensure compliance.
- 1.5. Consultant will work with Library System, with the County as the lead agency.

2. CONSULTANT RESPONSIBILITIES

- 2.1. Consultant shall provide professional expertise to manage the Lake County Library System Consortium's participation in the Federal Communications Commission's (FCC) E-Rate program, ensuring compliance and maximizing funding opportunities.
 - 2.1.1. Consultant's proposal shall specify services considered their primary areas of expertise.
 - 2.1.2. Consultant's responsibilities shall include, but are not limited to:
 - 2.1.2.1. Ensuring Lake System complies fully with FCC E-Rate program rules and guidelines, including maintaining adherence to the Children's Internet Protection Act (CIPA).
 - 2.1.2.2. Educate Library System staff on E-Rate program requirements, and provide Library System with any updates, to ensure Library System's team is informed and prepared to participate effectively in the program
 - 2.1.2.3. Prepare and submit all necessary E-Rate forms and applications, including but not limited to Form 470 and Form 471 (and any future forms). Consultant will ensure that all submissions are accurate, complete, and timely to prevent delays or denials that might impact funding opportunities.
 - 2.1.2.4. Assist in developing and issuing Requests for Proposals (RFPs), facilitating the evaluation of bids, and advising on the selection of vendors. This process will ensure that selected services align with E-Rate funding guidelines and maximize funding potential for Library System.

E-RATE GRANT WRITING & ADMINISTRATION SERVICES

- 2.1.2.5. Identify E-Rate funding eligible services and develop a multi-year funding strategy that aligns with Library System's goals and technology needs.
 - 2.1.2.6. Assist in maintenance of proper record keeping and documentation to ensure compliance during audits or reviews. This includes conducting internal audits of earlier funding year records to identify gaps or areas requiring updates.
 - 2.1.2.7. Act as a liaison between Library System, service providers, and Universal Service Administration Company (USAC). Consultant will coordinate all communications and ensure Library System remains informed of updates from USAC and the FCC.
 - 2.1.2.8. Provide post-award management services, including invoicing processes and Form 472/BEAR and Form 474/SPI submissions (and all future forms), to ensure the timely receipt of discounts or reimbursements. Consultant will troubleshoot funding delays, resolve service provider issues, assist with appeals for denied funding requests, and handle waiver requests for missed deadlines or unforeseen circumstances.
 - 2.1.2.9. Provide guidance on eligible services such as internet access, Wi-Fi upgrades, and telecommunications equipment. Consultant will ensure the library's technology planning aligns with E-Rate funding opportunities and provide ongoing updates and recommendations to optimize the program's benefits for Library System.
- 2.2. Consultant shall specify a comprehensive hourly rate for each type of staff person who would be used on a project. For each person or category of persons, identify the job titles, primary area of job responsibility, and hourly rate.
 - 2.3. Consultant shall describe in detail the fee structure proposed for providing all services.
 - 2.4. Consultant shall be familiar with all Federal, State, and local laws, ordinances, rules and regulations that may apply to the Services or that may in any manner affect the cost, progress, or performance of the Services.
 - 2.4.1. Knowledge of all license requirements and obtaining such licenses for Library System is the responsibility of the Consultant.

3. COUNTY RESPONSIBILITIES

County will provide required authorizations Consultant needs for the purpose of this Agreement.

4. REQUIREMENTS

- 4.1. Define the methodology/approach to be used to identify County needs eligible for funding through the E-Rate Program.
- 4.2. Detail County involvement and resources needed in the process. Detail the process to be utilized to advise and prepare all documentation.
- 4.3. List experience facilitating the E-Rate program for other governing agencies.
- 4.4. Detail method to use with the County to ensure E-Rate Program requirements are met and followed during the period(s) of performance.

SITE ADDRESS	SITE NAME	BEN
1995 N DONNELLY ST. MOUNT DORA, FL 32757	W.T BLAND PUBLIC LIBRARY	220872
604 W BERCKMAN ST. FRUITLAND PARK, FL 34731	FRUITLAND PARK LIBRARY	127884
112 W CENTRAL AVE. HOWEY-IN-THE-HILLS, FL 34737	MARIANNE BECK MEMORIAL LIBRARY	212514
314 N NEW HAMPSHIRE AVE. TAVARES, FL 32778	TAVARES PUBLIC LIBRARY	127673
225 W GUAVA ST. LADY LAKE, FL 32159	LADY LAKE PUBLIC LIBRARY	153648
100 E MAIN ST. LEESBURG, FL 34748	LEESBURG PUBLIC LIBRARY	127890
100 S MAIN AVE. MINNEOLA, FL 34715	MINNEOLA SCHOOLHOUSE LIBRARY	16049440
412 HATFIELD DR. UMATILLA, FL 32784	UMATILLA PUBLIC LIBRARY	127677
120 NORTH CENTER ST. EUSTIS, FL 32726	EUSTIS MEMORIAL LIBRARY	127665
17404 6TH ST. MONTVERDE, FL 34756	HELEN LEHMANN MEMORIAL LIBRARY	16026967
2525 OAKLEY SEAVER DT. CLERMONT, FL 34711	COOPER MEMORIAL LIBRARY	127674
425 W. ALFRED ST. TAVARES, FL 32778	LAKE COUNTY LIBRARY SYSTEM ADMINISTRATIVE	127674
418 W. ALFRED ST., SUITE C, TAVARES, FL 32778	LAKE COUNTY LIBRARY SYSTEM	127674
54905 ALCO RD. ASTOR, FL 32102	ASTOR COUNTY LIBRARY	127674
16729 CAGAN OAKS CLERMONT, FL 34714	CAGAN CROSSINGS COMMUNITY LIBRARY	127674
24809 WALLICK RD. SORRENTO, FL 32776	EAST LAKE MINI LIBRARY	127674
756 W. BROAD ST. GROVELAND, FL 34736	MARION BAYSINGER MEMORIAL LIBRARY	127674
24954 CR 42 PAISLEY, FL 32767	PAISLEY COUNTY LIBRARY	127674



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICITATION: E-Rate Grant Consultant

07/16/2025

Vendors are responsible for the receipt and acknowledgement of all solicitation addenda. Submit an electronically signed copy with solicitation submission. Failure to acknowledge an addendum may prevent the submission from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

- Q1. 471 for each library or 471 for consortium?
- A. **471 for each library, including the two Form 471s for Lake County Library System (BEN 127674)**
- Q2. Exhibit A: Scope of Services, Item 1:1, "the Lake County Library System Consortium (Library Services), which includes Lake County and municipal member libraries." How many library sites (both Lake County and mini partners) are included for the consortium under the E-Rate solicitation? Are location details, such as address, crossroads, or GPS decimal coordinates available?
- A. **18 locations total. See Lake County Library System Consortium (PDF) attachment, which includes addresses and BEN numbers.**
- Q3. On the Attachment 1 Bid Submittal Form, Subsection 10.2, it states, "Required for this project – the System for Award Management (SAM.GOV) Unique Entity ID." Is this required for all respondents for this project?
- A. **Yes, this is required for all respondents for this project.**

ACKNOWLEDGEMENT

Firm Name: Sigma Technology Fund, LLC dba Kellogg & Sovereign Consulting

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Lisa Gionet*

Date: 7/17/2025

Print Name: Lisa Gionet

Title: Account Manager Primary E-mail address

Primary E-mail Address: lgionet@kelloggllc.com

Secondary E-mail Address: Click or tap here to enter text.

The undersigned hereby declares: Sigma Technology Fund, LLC dba Kellogg & Sovereign Consulting has examined and accepts the specifications, terms, and conditions presented and implied in this Solicitation, satisfies all legal requirements to do business with County, and to furnish **E-RATE GRANT CONSULTANT** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1. TERM OF CONTRACT

Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

Contract will commence upon the date of approval by the authorized authority. Contract remains in effect until completion of the expressed and implied warranty periods. County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2. INVOICING

Contractor shall email County's using department an accurate invoice within 30 calendar days after delivery. Invoices shall reference the: purchase/task order, delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

3. CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

4. CERTIFICATION REGARDING EXHIBIT D – FEDERAL FUNDING CLAUSES

I certify I have reviewed EXHIBIT D – FEDERAL FUNDING CLAUSES and accept as written. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

5. CERTIFICATION REGARDING FELONY CONVICTION

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

6. CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. No Conflict of Interest

7. CERTIFICATION REGARDING BACKGROUND CHECKS

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by Contractor at no additional cost to County. Vendor will comply with Florida Statutes regarding background investigations. County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

8. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number NA and enter effective date NA to date NA

9. ANTI-TRUST VIOLATOR VENDOR LISTS

A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

10. FEDERAL FUNDING REQUIREMENT

10.1. A contract award expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM 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.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract, or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Registration or search can be conducted here: [SAM Directory and Registration website](#)

10.2. REQUIRED for this project – The System for Award Management (SAM.gov) Unique Entity ID [SAM.gov | Home](#): SVW1VM975WG5 RECIPROCAL VENDOR PREFERENCE:

11. LOCAL VENDOR PREFERENCE – N/A

12. GENERAL VENDOR INFORMATION

Firm Name: Sigma Technology Fund, LLC dba Kellogg & Sovereign Consulting

Street Address: 3010 LBJ Freeway

City: Dallas State and ZIP Code: TX 75234

Mailing Address (if different): [Click or tap here to enter text.](#)

Telephone: 580-332-1444

Purchase Order email address: kroiuk@kelloggllc.com

Federal Identification Number / TIN: 86-1570691

13. SUBMITTAL SIGNATURE

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Jason Ramey*

Date: 7/21/2025

Print Name: Jason Ramey

Title: CEO

Primary E-mail Address: jramey@kelloggllc.com

Secondary E-mail Address: N/A

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]



CERTIFICATION DRUGFREE WORKPLACE

THE UNDERSIGNED, IN ACCORDANCE WITH FLORIDA STATUTE 287.087, HEREBY CERTIFIES THAT EMPLOYER/VENDOR 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, and 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 Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 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 of or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee’s community, by any employee who is convicted, and
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5, above.

COMPANY NAME: *ENTER YOUR FIRM'S NAME HERE* Stigma Technology Fund, LLC, dba Kellogg & Sovereign Consulting

ADDRESS: 3010 LBJ Freeway, Suite 1200, No 450

CITY: Dallas

STATE & Zip Code: Texas 75234

COMPANY’S AUTHORIZED OFFICIAL:

SIGNATURE:  _____

Printed Name: Jason Ramey

Title: CEO

Date: 7/21/2025



**AFFIDAVIT OF COMPLIANCE WITH §§ 287.138, 288.0071, AND 787.06, FLA. STAT.
CONTRACTING WITH AND PROVIDING ECONOMIC INCENTIVES TO FOREIGN ENTITIES
OF CONCERN, AND COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS**

Before me, the undersigned authority, personally appeared (Name of affiant) LISA GIGNET who, after being firstduly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the (Title) Account Manager of (Business Name) Signer Technology, Inc. dba Kellogg + Sovereign which is authorized to conduct business in the State of Florida, hereinafter called the "Business."
2. *Prohibition on Providing Personal Identifying Information to Foreign Entities of Concern:* I affirm that Business is not owned by a foreign country of concern, a does a foreign country of concern does not have a controlling interest in Business, and that Business is not organized under the laws of nor does it have its principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.
3. *Prohibition on Providing Economic Incentives to Foreign Entities of Concern:* I affirm that Business is not a foreign entity, as defined in Section 288.0071, Florida Statutes.
4. *Compliance with Human Trafficking Laws:* I affirm that Business does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."
5. Under penalties of perjury, I declare that I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit and that I have read the foregoing Affidavit and the facts stated in it are true.

Signed and Delivered on the 18 day of July, 2025.

BY: [Signature]
Signature of Affiant
LISA GIGNET
Printed Name

STATE OF Massachusetts
COUNTY OF Worcester

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 18th day of July, 2025, by Lisa M. Gignet, who is personally known to me or has produced identification (type): Mass Drivers Licence

[Signature]
(Notary Signature)
(SEAL)

CERTIFICATION DEBARMENT AND SUSPENSION

THE QUOTER HEREBY CERTIFIES THAT:

- a. The resulting contract is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such, the vendor is required to verify that none of the vendor, its principals (defined at 2 C.F.R. 80.995), 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 vendor must comply with 2 C.F.R. 180 subpart C and 2 C.F.R. 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 County (subgrantee). If it is later determined that the bidder did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder agrees to comply with the requirements of 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

COMPANY NAME: *Sigma Technology Fund, LLC dba Kellogg & Sovereign Consulting*

ADDRESS: 3010 LBJ Freeway, Suite 1200, No 450

CITY: Dallas

STATE & Zip Code: TX 75234

COMPANY'S AUTHORIZED OFFICIAL:

SIGNATURE:  _____

Printed Name: Jason Ramey

Title: CEO

Date: 7/21/2025

ATTACHMENT 8 – CERTIFICATION REGARDING LOBBYING

25-524

APPENDIX A. 44 C.F.R. PART 18 -CERTIFICATION REGARDING LOBBYING

Certification for contracts, grants, loans, and cooperative agreements (To be submitted with each bid or offer exceeding \$100,000).

The undersigned [Contractor] 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. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 Contractor below 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.

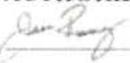
COMPANY NAME: *Sigma Technology Fund, LLC dba Kellogg & Sovereign Consulting*

ADDRESS: 3010 LBJ Freeway, Suite 1200, No. 450

CITY: Dallas

STATE & Zip Code: TX 75234

COMPANY'S AUTHORIZED OFFICIAL:

SIGNATURE: 

Printed Name: Jason Ramey

Title: CEO

Date: 7/21/2025

Page 1 of 1

ATTACHMENT 9 – NON-COLLUSION AFFIDAVIT

25-524

I, LISA GIRONI of the city OXFORD according to law on my oath, and under penalty of perjury, depose and say that:

1. I am LISA GIRONI of the firm of Signum Technology Fund, LLC dba Kellogg & Sovereign Consulting the proposer making the Proposal for the project described in the notice for calling for proposals for 25-524 E-RATE CONSULTING and that I executed the said proposal with full authority to do so;
2. The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and
3. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to proposal opening, directly or indirectly, to any other proposer or to any competitor; and
4. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit, or not to submit, a proposal for the purpose of restricting competition; and
5. The statements contained in this affidavit are true and correct, and made with full knowledge of said project.

[Signature]
(Signature of Proposer)

7/18/25
(Date)

STATE OF: Massachusetts
COUNTY OF: Worcester

Subscribed and sworn to (or affirmed) before me, by means of physical presence or online notarization, on July 18th 2025 (date) by Lisa M. Gironi (name of affiant). He/She is personally known to me or has produced MA's Drivers License (type of identification) as identification.

[Signature]
NOTARY PUBLIC

My commission expires: 02/09/2024



THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Lake County
(print name of public entity)

By Lisa Gignot - Account manager
(print individual's name and title)

for Sigma Technology Fund, LLC dba Kellogg + Sovereign Consulting
(print name of entity submitting sworn statement)

whose business address is 3010 CBS Freeway, Dallas TX 75234

and (if applicable) its Federal Employer Identification Number (FEIN) is 96-1590691

(if the entity has not FEIN, include the Social Security Number of the individual signing this sworn statement:
_____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and Involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

Lisa Gignot
Lisa Gignot 7/18/25

The Commonwealth of Massachusetts
Worcester, s.s.
(county)

Date 07/18/2025

Then personally appeared the above named
Lisa M. Gignot
and acknowledged the foregoing instrument
to be his ~~her~~ free act and deed, before me
Notary Samira Escobar





8.5 VENDOR PROFILE

Statement of Interest -

We are pleased to provide you with the following proposal in response to your bid invitation for E-Rate Consultant Services for the Lake County Water Authority – Libraries (LCWAL).

K&S Consulting (“K&S”) recognize that this project is a targeted E-Rate consulting engagement aimed specifically at supporting your public library system in securing federal funding through the FCC’s E-Rate (Schools and Libraries Program). The goal is to enable equitable access to high-speed internet and robust internal network infrastructure, both critical for delivering modern, reliable services to all library sites.

K&S understands that an E-Rate consulting project is not merely filling out forms – it’s a strategic end-to-end engagement encompassing:

- Initial eligibility analysis and long-term planning
- Crafting complaint procurement documents
- Managing vendor bidding and evaluation
- Accurate filing of all E-Rate forms on strict timelines
- Handling audits, compliance reviews, appeals and invoicing
- Maintaining records and empowering your team with training

In short, K&S fully grasp that the consultant is both your E-Rate architect and advocate – guiding the project from start to finish to maximize discounts, minimize risk, and ensure compliance.

Lake County Library E-Rate project is understood as a strategic, end-to-end consulting engagement, from funding assessment and capital expenditure planning, through compliant procurement and applications filing, to audit readiness and funding realization. K&S will fully operate within FCC and USAC frameworks to maximize our discount, enhance your digital infrastructure, and ensure ongoing regulatory compliance.

In closing, with our comprehensive understanding of the E-Rate program and our commitment to client success ensure that we are well-prepared to meet and exceed the expectations.

I, Jason Ramey, am authorized to contractually obligate K&S to Lake County Water Authority. I will also be the contact to negotiate the contract on behalf of K&S as well as for any clarifications or questions you may have. This proposal is a firm and irrevocable offer for a period of 90 days after July 22th, 2025.

Sincerely,

Jason Ramey, CPA
Chief Executive Officer
jramey@kelloggllc.com : (P) 832.746.5370

Company Profile / History

Kellogg & Sovereign Consulting (“K&S”) is a trusted, national E-Rate expert, founded in 1996, deeply embedded in FCC universal service programs since their inception. With a seasoned leadership team and an ESOP structure, we are fully equipped to guide public institutions through funding procurement, compliance, and long-term connectivity planning.



Programs – specifically the E-Rate and Rural Health Care.

In 2024 the firm transitioned to a 100% employee-owned structure through an ESOP, cementing their commitment to team driven service excellence and long-term stability.

Headquarters in Dallas, TX with a national reach that includes clients from rural K-12 schools / libraries to large urban libraries / school systems and health care networks.

K&S currently services over 450 clients in 22 states. We manage over \$100 million in E-Rate and RHC projects annually, securing more than \$2.3 billion in approved funding for schools, libraries and healthcare providers since 1998.

Our firm specializes in servicing our clients in all aspects of the program, with years of experience, with our dedicated team all working together to provide our clients with outstanding consultancy services.

The E-Rate professionals at K&S draw on more than 300 years of combined experience in accounting, technology, networking, education, administration, and business to provide high-quality service and consistently exceed our clients' expectations. We have multiple E-Rate professionals who have previously served in various roles on behalf of USAC including Senior Compliance Team, Program Auditor, Special Compliance Analyst, Program Integrity Assurance Reviewer, and Selective Reviewer.

Our E-Rate professionals have the experience needed to deal with the differences in filing for libraries compared to schools. K&S has provided many libraries with E-Rate services such as Bridgeport Library (CT), Duncan Public Library System (OK) and Meriden Public Library (MS). While this short list of libraries represents our medium to large sized sites. We provide the same expertise to all our clients, no matter the size.

Program Manager –

Garima Warma
Business address
(p) 951-651-4850
gwarma@kelloggllc.com

Garima Warma, Director of E-Rate & Compliance, has over 17 years of experience with E-Rate project management, technical implementation, quality assurance and special compliance consulting. She began her career at Solix in New Jersey and has since grown her knowledge of the E-Rate program through a variety of senior level positions including Senior E-Rate Consultant, Senior Compliance Team and Senior Reviewer at other firms. She currently serves clients in California, Texas, Michigan and Oklahoma. Garima serves on the Board of E-Rate Management Professional Association (EMPA) and she is a graduate of New Jersey City University with her Business Administration in Accounting. Garima is fluent in English, Hindi, and Punjabi languages.



1. Proposed Solution

K&S provides comprehensive E-Rate services for the clients we serve. This includes managing all aspects of the E-Rate program from initial planning and competitive bidding through bid evaluation, contract acceptance, funding review, project implementation, and funding disbursement. The following services will be provided by K&S:

E-Rate Services for Lake County Libraries specifically include the following:

- Prepare, Review, and Submit Forms 470, 471, 472, 486, and 500
- Review Proposed Category 1 and 2 requests for E-Rate Program Compliance
- Review Competitive Bid RFPs prior to Publication
- Funding Request and Award Management
- Monthly Conference Call with Lake County Library System
- Review CIPA Compliance
- Verify Discount Calculation including new entities
- Invoicing and Reimbursement Support (SPI / BEAR)
- Process Invoice Deadline Extensions – if needed
- Assist with USAC Appeals / Audits
- Provide Document Retention using SharePoint
- K&S will function as a point of contact to SLD
- Monitor E-rate program changes, advice district
- Provide Access to QueryBob’s E-Rate Entity Dashboard for comprehensive E-Rate reporting

K&S E-Rate Timelines

K&S confirms that the anticipated delivery dates can be met, we understand that federal submission deadlines are not negotiable. Below is a summary of a project schedule

Deliverables*	Time Frame/Due Date
Contract Period begins	To be Determined (TBD)
Project kickoff meeting and planning with client staff (E-Rate Coordinator) – On-line or In-Person	TBD – Based on Contract start date
Assist the library as they determine their Internet options and C2 options, select service providers, and file their Form 470's	August /September 2025 (based on Client's schedule)
K&S assists library sites as they file their FCC Form 471 (Description of Services Ordered and Certifications Form)	January – March 2026
K&S assists the library sites with PIA Review (as needed)	April – August 2026
K&S assists the library sites as they file their FCC Form 486 . (Receipt of Service Confirmation and Children's Internet Protection Act Certification Form)	Starting July 2026
Assist library sites as they file their FCC Form 498 (Service Provider and Billed Entity Identification Number and General Contact Information Form) and FCC Form 472 (Billed Entity Applicant Reimbursement (BEAR) Form), as needed	July 2026 – August 2027
Assist the library sites as they file their Form 486s	Starting July 2026
Work on Year 1 of Project Ends	July 2026



E-Rate Process Summary

Our clients are assigned an Account Manager (AC) who has multiple personnel behind them, all working together to provide you with an outstanding consulting service. This collaborative approach fosters innovation and synergy, allowing us to harness the full potential of our collective expertise.

Through the AC we begin with a comprehensive needs assessment, where we engage closely with the schools to understand the unique challenges and objectives of Lake County Libraries, particularly in relation to enhancing technological infrastructure across its school locations. This assessment is pivotal in tailoring our services to address specific requirements, including the integration of Category 1 and Category 2 E-Rate programs, ensuring seamless connectivity and technology upgrades

K&S provides all-inclusive E-Rate services for the clients we serve. This includes

- Managing all aspects of the E-Rate program from
- Initiation,
- Planning
- Filing 470, 471, 486
- Competitive bidding through bid evaluations
- Contract acceptance
- Funding review
- Project implementation
- Funding disbursement
- Monitoring
- Closure. .

To safeguard sensitive E-Rate data, we implement rigorous cybersecurity protocols. Our approach includes comprehensive assessments and the application of industry-leading security measures to protect client information from potential threats. This commitment to security is further reinforced by adherence to recognized technical standards and certifications, highlighting the reliability and trustworthiness of our services

2. SCOPE OF WORK – DETAILED

K&S has provided Lake County Libraries with the following Scope of Work. We have detailed our SOW to show every step that we take before, during and after the e-rate season. This detailed job function is performed for each client.

Pre-Funding Services

Entity Verification and Changes.

Verify that the applicant's entities are properly registered with the Universal Service Administrative Company Schools and Libraries Division ("SLD") and the Federal

Communications Commission (“FCC”). Submit to USAC and verify changes in entity names, addresses, and other entity changes as necessary.

Competitive Bidding, Forms 470 Preparation and Submission.

- Provide questionnaires to applicants for use in preparing applicant-driven Requests for Proposals (“RFPs”) in compliance with E-Rate program requirements.
- Provide a secure e-bidding website for posting of RFP,
- Management of service provider inquiries and applicant responses, receipt of service provider proposals, and online bid evaluation.
- Review applicant-prepared RFPs for compliance.
- Review bids, collect and review supporting documentation.
- Assist service providers with inquiries.
- Advise applicant with regards to compliance with E-Rate program rules and regulations for proper conduct of a fair and open competitive bidding process.

The applicant is responsible for compliance with their own federal, state, and local procurement rules and procedures. All information regarding specific procurement rules must be shared with K&S for compliance purposes.

Discount Calculation.

- Gather and assimilate documentation from applicant and consortium members, if applicable, to determine discounts according to the E-Rate program rules. Advise applicants regarding E-Rate program rules for the proper calculation of discounts.

Funding Tracking and Analysis.

- Assist applicants with maximizing discounts received for E-Rate eligible products and services under the program rules. Track Category 2 budgets and funding for each year of the rolling five- year funding cycle. Provide applicants with guidance regarding budget allotment and project planning.

Forms 479 and Letters of Agency for Consortium Filings.

- When applicable, manage the distribution and receipt of both letters of agency (“LOA”) and properly complete Forms 479 from participating consortium members in compliance with E-Rate program requirements.

Forms 471 Preparation and Submission.

- Provide applicants with online access to bids received, online bid evaluation, and other forms as needed to ensure compliance with E-Rate program rules and requirements.

- Track applicant responses, gather and assimilate supporting documentation from applicants, service providers, and other sources as necessary to timely submit applications in compliance with E-Rate program rules and requirements.
- K&S will file separate applications for category one services (broadband services to schools and libraries) and category two services (Internal Broadband Connections, Managed Internal Broadband Services, and Basic Maintenance).

CIPA Compliance Review.

- Review applicant-provided documentation to verify compliance with the Children’s Internet Protection Act (CIPA).

Post-Funding Services

Follow-Up Services. Prepare, submit, and track FCC Forms 486, 500, and 472 (BEARs) as required.

- Work directly with program administrator, Universal Services Administrative Company, Schools, and Libraries Division (USAC), on E-Rate related issues and coordinate with service providers and applicants to ensure payment of services.
- Assist applicants with preparation and submission of service certifications during invoice review.

Reconciliation of service provider discounts (Form 474) is offered outside of K&S’s standard fee and may be contracted separately. Applicants are responsible for their own accounts payable functions including but not limited to payment of their bills, submission of disconnect notices, dispute of past due fees, and other actions as necessary for proper handling of accounts payable activities. K&S is not responsible for payment of applicants’ bills, Service Provider discounts, or other billing disputes.

Selective Reviews and Appeals

- In the event of funding denials, reductions, or other disputes related to E-Rate funding, K&S will represent the applicant in filing appeals with USAC and, if necessary, with the FCC.

Services offered outside of K&S’s standard fee and may be contracted separately include C1 self-provisioned projects, Emergency Connectivity Fund (ECF), assistance with on-site audits, special compliance reviews, Selective Review Information Requests (SRIR), Competitive Bidding Reviews, Cost Effectiveness Reviews, Payment Quality Assessment (PQA) Reviews, and other reviews as requested by USAC.

SPIN Changes and Service Substitutions

- K&S will process up to one SPIN (Service Provider Identification Number) change or service substitution request for each funding request as needed after funding.

- Additional SPIN changes and service substitution requests will be billed at a specific rate as described on the Cost Worksheet.
- Service Delivery Deadline Extensions
- K&S will process service delivery deadline extensions as requested by the applicant prior to the deadline for installation of non-recurring services.
- Applicants must provide K&S with a reasonable explanation for the extension and must provide
the request to K&S a minimum of FOUR (4) weeks prior to the invoicing due date.

Invoice Deadline Extensions

- Effective with the E-Rate Modernization Order, invoicing deadlines must be met unless a written request for a one-time extension is submitted prior to the invoicing deadline. In response to a timely filed invoice extension request, USAC will provide only one invoice extension for an additional 120 days.

K&S will process invoice deadline extension requests on behalf of the applicant upon receipt of request for an invoice extension by either the applicant or the service provider.

Extension requests must be submitted to K&S a minimum of FOUR (4) weeks prior to the invoice due date.

Applicants must cooperate with K&S in a timely manner providing necessary documentation to submit reimbursement requests to USAC or to request service provider discounts. K&S is not responsible for invoices submitted after the invoice deadline by service providers or for reimbursement requests not submitted due to lack of response by the applicants.

K&S will contact the service provider and request discounts on behalf of the applicant as long as the applicant provides the documentation requested by the service provider to K&S within eight (8) weeks of receipt of the funding commitment decision letter.

Applicants who choose the reimbursement method must provide copies of all documentation necessary to process the reimbursement request to K&S no later than eight (8) weeks prior to the invoicing deadline. "Lack of response by the applicant" means that the applicant submitted the requested documentation outside of the time frames listed above.

Program Compliance and Documentation. K&S will provide the following:

- Professional expertise in the development of strategies to maximize E-Rate discounts to meet educational or library goals.
- Advisement of known E-Rate program rules, procedures, and filing requirements that may impact the successful filing and review of E-Rate applications.
- Timeline for processing applications within deadlines for both USAC and applicant's board approval.

- Assistance with the review and identification of eligible products and services based on the most recent eligible services list and guidance available from USAC.
- Assistance with cost allocation of products and services according to USAC guidelines.
- Assistance (non-attorney) with contract documentation for compliance with USAC rules and regulations.
- Verbal and written notification of changes in E-Rate program rules, regulations, and procedures.
- Copies of forms processed and supporting documentation retained in electronic format.
- Access to online tools for funding data and analysis for all years of the E-Rate program.

USAC E-Rate Productivity Center (EPC). USAC utilizes an online E-Rate productivity center for E-Rate form submission and document retention. K&S assists our clients with gaining access to EPC, setting up K&S as a related organization, and providing training on how to use and access the USAC online productivity center.

Comprehensive Bidding Site

K&S offers exclusive use of its secure online bidding site for competitive bidding, requests for proposals, evaluation, online Q&A, email notifications, bid evaluation, and bid award. Online documentation allows clients to review all bid documentation in one single location.

Document Retention and E-Rate SharePoint Site

E-Rate program documentation is retained online in Microsoft SharePoint with easy access by clients. The online site features a documentation section for retention in compliance with FCC rules as well as a client share section for clients to upload, download, or edit documentation throughout the year.

Support: Monthly Conference Calls, K&S Client Portal, Webinars, Live Chat, and other Support

K&S offers monthly conference calls to update our clients on current E-Rate information. E-Rate workshops and webinars are provided at no cost. Clients may attend in person, online or view archived sessions. Clients have access to their customized SharePoint E-Rate folders with documentation, calendars, reference materials, and to-do items. Step by Step webinars on K&S's website, www.kelloggllc.com, provide access to training including RFP questionnaire and bid evaluations. K&S offers instant response using online live chat. Unlimited phone and email support are provided throughout the year.



ADDED VALUE

Here at Kellogg & Sovereign we are committed to delivering top-tier E-Rate consulting services through a meticulously crafted methodology and service delivery model. Our approach is grounded in a thorough understanding of the E-Rate program, honed through years of experience and strategic partnerships, ensuring that we meet the specific needs of public libraries efficiently and effectively.

AEPA State Agency Information (Florida)

Kellogg & Sovereign maintains contracts with 18 state agencies through its partnership with the national purchasing cooperative AEPA, including the PAEC Florida Buy in Florida. PAEC supports schools, municipalities, counties, government entities, and nonprofits in accessing competitively bid cooperative purchasing agreements.

Through its cooperative purchasing program, PEAC enhances the buying power of member institutions and educational organizations statewide. CPA helps address both current and future procurement needs with cost-effective, high-value multi-state contracts that deliver measurable benefits. **Website:** <https://floridabuy.org/>

SHLB Members

K&S are proud members of SHLB (Schools, Health& Libraries Broadband Coalition). We as members advocate for policies and programs that enable educational institutes to obtain open, secure, high quality broadband services to support connectivity and enhance the learning environment.

E-Rate Management Professional Association (E-MPA)

Founding members Jane Kellogg and Deborah Sovereign initiated the formation and became founding members of the E-Rate Management Professionals Association (E-MPA) in 2008. Ms. Sovereign recently served on the EMPA Board of Directors as President and previously served as Treasurer from 2008-2014 and President 2014-2015 and Vice President for 2018-2019. Garima Warma, Director of E-Rate currently serves on the E-MPA Board on behalf of K&S and we continue to have Certified E-Rate Management Professionals on staff.

Alliance Member of Clifton Larson Allen (CLA Global)¹

Kellogg & Sovereign Consulting are alliance members of CLA (Clifton Larson Allen) Global, an international organization of independent accounting and advisory firms. CLA's allows us to access to full resources including over 15,000 personnel in more than 230 offices.

Through this alliance, K&S has access to a wide network of services and professionals to meet all client's needs

¹ Kellogg & Sovereign Consulting, an independent legal entity, is an alliance member of CLA Global, an international organization of independent accounting and advisory firms. Each CLA Global alliance firm is a member of CLA Global Limited, a UK private company limited by guarantee. CLA Global Limited does not practice accountancy or provide any services to clients. K&S is not an agent of any other member of CLA Global Limited, cannot obligate any other member firm, and is liable only for its own acts or omissions and not those of any other member firm. Similarly, CLA Global Limited cannot act as an agent of any member firm and cannot obligate any member firm. The names "CLA Global" and/or "CliftonLarsonAllen" and the associated logo are used under license.

Key Team Members:

	<p>Karina Roiuk-Yu, Chief Financial Officer E-Rate Leader, is part of the firm's Leadership Team based in New York. She has over 23 years of experience in public accounting, including at the largest firms, and experience in the education and healthcare industries. Karina is the firm's Chief Financial Officer and E-Rate Leader, assisting clients with successfully navigating through the E-Rate process. She began her career in Brazil and spent most of the last decade in New York as an International Tax Director. Karina earned her Master of Law (LLM) in American Business Law from New York Law School and a Bachelor of Law (JD) from Pontificia Universidade Catolica de Campinas in Brazil and is licensed to practice law in New York and Sao Paulo. Karina is fluent in four languages: English, Portuguese, Spanish and German.</p>
	<p>Jose Diaz, Account Manager, has over 25 years of E-Rate consulting, audit, and review experience. Jose is a seasoned E-Rate program expert. He previously served as a business process analyst at Solix/USAC, where he successfully coordinated complex projects in New York, West Virginia, and Puerto Rico that significantly improved process efficiencies. Jose was also responsible for reviewing E-Rate filings in many U.S. states including New Mexico over his E-Rate career. Before his career in E-Rate, Jose pursued a career in chemistry and achieved a Bachelor of Science degree in Biology from New Jersey City University and a Master's in Business Administration in Corporate Finance from Fairleigh Dickinson University. Jose holds licenses as a Certified Financial Analyst (CFA) and Certified Cash Manager (CCM).</p>
	<p>Son Luu, Associate Account Manager, has over 10 years of experience in providing E-Rate services to school districts and libraries throughout the U.S. He most recently served as a Case Management Associate providing E-Rate services focusing on processing, compliance, policies, and procedures. Son is based in New York and earned a Bachelor Degree in Business Management from Pace University - New York.</p>
	<p>Garima Warma, Director of E-Rate & Compliance, has over 17 years of experience with E-Rate project management, technical implementation, quality assurance and special compliance consulting. She began her career at Solix in New Jersey and has since grown her knowledge of the E-Rate program through a variety of senior level positions including Senior E-Rate Consultant, Senior Compliance Team and Senior Reviewer at other firms. She currently serves clients in California, Texas, Michigan and Oklahoma. Garima serves on the Board of E-Rate Management Professional Association (EMPA) and she is a graduate of New Jersey City University with her Business Administration in Accounting. Garima is fluent in English, Hindi, and Punjabi languages.</p>
	<p>Jean Guidry, Compliance Specialist, works with client data collection and funding analysis. Jean previously worked as an Auditor and received extensive training and experience in quality assurance audits, market analysis, onsite & internal audits, compliance, and customer service audits. She is a certified Respiratory Therapist and has previous experience providing emergency care at Select Specialty Hospital. Jean graduated with a Bachelor of Science degree from East Tennessee State University – Johnson City.</p>

OTHER ADDITIONAL INFORMATION

Additional Information for Proposal Evaluation

Our firm is committed to providing high-quality, E-Rate eligible services that support the technology and connectivity needs of public libraries. In support of this proposal, we have included the following additional documentation and information deemed pertinent to the evaluation process:

- **Detailed Service Description:** A comprehensive overview of the proposed solution, including technical specifications, implementation timeline, and scalability considerations tailored for library environments. Scope of Work Section 8.5.4
- **E-Rate Compliance:** Documentation verifying our Service Provider Identification Number (SPIN), FCC registration, and adherence to all E-Rate program rules and eligible services requirements.
- **Experience and References:** A summary of relevant past performance with public libraries and educational institutions, including client references and project outcomes. Vendor Profile Section 8.5.1
- **Pricing Breakdown:** A transparent and itemized pricing schedule showing E-Rate eligible and ineligible components, aligned with FCC cost allocation guidelines. Pricing Proposal, Section 8.5.3
- **Support and Maintenance Plan:** Description of post-implementation support, help desk access, response times, and service level commitments. Part of our Scope of Work, Section 8.5.4
- **Certifications and Insurance:** Copies of applicable licenses, insurance certificates, and compliance attestations.
- **Company Profile:** A brief overview of our company, mission, and qualifications, underscoring our capacity to deliver reliable services under the E-Rate program. Vendor Profile, Section 8.5.1

We believe this additional information provides a complete picture of our capabilities and commitment to serving the library's technological needs in compliance with E-Rate funding guidelines.

Projects Examples:

Experience - Example 1

K&S was contacted by a school district with an enrollment of approximately 10,000 students in a U.S. state where the school district's E-Rate services were provided by that state's centralized E-Rate coordinator. The school district had a very complex issue and was denied funding of over \$300,000. K&S was selected as the new E-Rate consultant and was able to file an appeal and was able to obtain the funding. This led to more school districts in that state engaged K&S as their E-Rate consultants. The school district and coordinator learned the value of E-Rate consultants and seeking advice and experience, and K&S learned from the complex issue to assist other clients.



Experience - Example 2:

A school district with 35,000 students reached out to K&S for help retrieving lost funding from past E-Rate applications. Errors and missed deadlines made by their previous consulting firm resulted in lost funding for the school years FY2019–2020 and FY2020-2021. Through waivers and appeals, K&S successfully recovered the full amount for the district. Additionally, during our review and assessment, the K&S Team was able to identify over \$8.9 million in lost funding for the district. K&S filed waivers and appeals, citing similar and successful E-Rate case studies to justify our submissions

Experience - Example 3:

This filing year, K&S helped a school district for Category 2 services / hardware. The school district has 11 sites K&S filed for Managed Internal Broadband Services (MIBS), we also filed Wi-Fi on their buses. The school district has about 4,700 students. Going over the parameters for the Wi-Fi and what the school was looking for became a challenge. We were able to come to a consensus and file a septate 470 for these services.

Also, for this same district, we worked closely with the technology team to determine the type of MIBS that would be beneficial to them. After many meetings the school went with our recommendations and purchased MIBS for existing equipment as well as MIBS for new equipment. Both 470's totaled \$45,120.00 for the year. We didn't stop there. We continued to work with the vendor to ensure that all hardware would be on premises for the July 1 new E-Rate year.

ADDED VALUE / PARTNERSHIPS

Value-Added Partnerships

At K&S we believe that strategic partnerships are essential to delivering exceptional value to our clients. Through carefully selected alliances with industry-leading technology providers, service specialists, and solution innovators, we extend our capabilities and enhance the quality, efficiency, and reliability of the services we provide. These partnerships allow us to offer, access to advanced tools and platforms, and specialized expertise that drive better pricing outcomes for our clients. To accomplish this K&S have partnered with these agencies to help us with our quest to offer our clients the best solutions possible.

Our value-added partners share our commitment to excellence, compliance, and innovation, enabling us to:

- Deliver end-to-end solutions tailored to client needs
- Ensure timely access to emerging E-rate program changes
- Enhance scalability and performance across projects
- Maintain cost-efficiency while maximizing service quality

By leveraging these partnerships, we strengthen our ability to provide comprehensive, future-ready solutions that empower our clients to meet their goals with confidence.



AEPA State Agency Information (Florida)

Kellogg & Sovereign maintains contracts with 18 state agencies through its partnership with the national purchasing cooperative AEPA, including the PAEC Florida Buy. PAEC supports K-12 Public & Private Schools | Colleges & Universities | Public Libraries | City, County & State Government in accessing competitively bid cooperative purchasing agreements.

Through its cooperative purchasing program, PAEC enhances the buying power of member institutions and educational organizations statewide. CPA helps address both current and future procurement needs with cost-effective, high-value multi-state contracts that deliver measurable benefits. <https://floridabuy.org/>

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Technology Integration and Cybersecurity Measures –

Kellogg & Sovereign is committed to integrating advanced technology tools and cybersecurity measures to effectively manage and safeguard the sensitive data associated with the E-Rate program. Our approach begins with the deployment of cutting-edge software solutions that facilitate online bidding and compliance management. These tools are meticulously designed to streamline processes, ensuring accuracy and efficiency in proposal submissions while maintaining compliance with all regulatory requirements. By leveraging these technologies, we ensure that the electronic repository for current and historical E-Rate data is maintained with the highest standards of security and accessibility.

Cybersecurity is a top priority for Kellogg & Sovereign, and we implement rigorous protocols to protect sensitive E-Rate data from potential threats. Our cybersecurity measures include robust encryption techniques, secure data transmission protocols, and regular vulnerability assessments to identify and mitigate risks. We adhere to industry-leading standards and best practices, ensuring that the electronic repository is fortified against unauthorized access and data breaches. Our commitment to cybersecurity extends to continuous monitoring and evaluation, enabling us to respond swiftly to emerging threats and maintain the integrity of the system



EXHIBIT B

ATTACHMENT 2 – Price Form

Price form has been prepared and submitted in a separate excel sheet as requested.

As an option to the flat annual fee shown on the price form (\$8,750.00 annual), we also allow our clients to select pricing based on the category of services eligible for E-Rate funding as follows:

Category 1 equipment and services: \$6,500.00 annual

Category 2 equipment and services: 3% of the funding committed amount per funding year

Both criteria (flat fees and the option above) are based on the AEPA contract with their Florida Branch.

ATTACHMENT 2 - PRICING SHEET

25-524

E-RATE CONSULTANT

<i>Type Your Firm's Name Here</i>			
SAVE AND SUBMIT AS AN EXCEL FILE			
Contractor shall furnish all labor, materials, tools, transportation and equipment necessary to provide services to County. Services shall be performed in accordance with specifications listed and implied.			
Alterations to locked cells may result in disqualification of submission.			
ITEM #	DESCRIPTION	UNIT OF BILLING - (HOURLY, QUARTERLY, MONTHLY, YEARLY)	TOTAL COST
1	Quarterly E-Rate Consulting Services	Yearly	\$ 8,750.00
Contractor is to include with submittal, per Section 8.5.3, under Supporting Documentation, full details on the process of billing for these services.			
Lake County will not accept nor authorize payment for travel time or expenses of service personnel to any of Lake County's facility locations. The rate must commence on the job site. Billable time will be for service work performed.			
This is an indefinite quantity contract with no guarantee use of services. County does not guarantee a dollar amount to be expended on any contract resulting from this solicitation.			

ATTACHMENT 3 – Team Composition Form

ATTACHMENT 3 - TEAM COMPOSITION

25-524

CONSULTANT

ROLE	Name	DBE/Small Business Certified?	Florida Active Registrations	Hourly Rate
Principal in Charge	Garima Warma	No	Yes	\$195.00
Account Manager	Jose Diaz	No	Yes	\$150.00
CFO	Karina Roituk-Yu	No	Yes	\$150.00
Compliance Sp Pre/Post Commit	Son Luu	No	Yes	\$105.00
Compliance Sp Pre/Post Commit	Jean Guidry	No	Yes	\$105.00
CEO	Jason Ramey	No	Yes	\$150.00



Subcontractors / Joint Arrangements

K&S affirms that all work and services provided under our contracts are executed solely by our in-house team. We do not engage subcontractors or enter into joint venture arrangements. This approach ensures full accountability, consistent quality control, and clear lines of communication throughout the duration of every project. By maintaining direct oversight of all operational and administrative functions, we uphold the highest standards of performance, security, and client satisfaction.

Supporting Documentation for Pricing / Billing Process

At K&S, we prioritize transparency and accountability in our pricing and billing practices. All invoices are supported by detailed documentation, including time records, project activity logs, rate schedules, and expense receipts, as applicable. Our billing is aligned with the agreed contractual terms and reflects clearly defined scopes of work and deliverables. We ensure that our clients receive accurate, itemized statements that are easy to understand and audit. Supporting documentation is readily available upon request to facilitate internal reviews, budget reconciliation, or compliance requirements.

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The work under this Agreement may be funded in whole or in part by a federal grant. Contractor agrees to comply with any additional specific requirements of a Federal Awarding Agency at the time a federal funding source is identified. The following contract provisions are required by Appendix II to 2 C.F.R, Part 200 (“Uniform Guidance”). During the performance of this contract, the Contractor agrees as follows:

A. FEDERAL PARTICIPATION

The Federal Government is not a party to this Agreement 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 this Agreement.

B. DAVIS BACON ACT & COPELAND ANTI-KICKBACK ACT COMPLIANCE

(Applicable to Federally funded contracts and subcontracts for construction work over \$2,000.00)

(1) **Davis-Bacon Act.** If required by a Federal Awarding Agency, Contractor agrees to comply with the requirements of 40 U.S.C. 3141–3144, and 3146–3148, as supplemented by Department of Labor regulations (29 CFR Part 5, “**Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction**”). If applicable, contractors are 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, contractors must be required to pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor will be provided for 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.

In the event work under this Agreement is covered by Davis-Bacon, Contractor agrees to enter into an amendment including the provisions of 29 CFR 5.5(a)(1)-(11) in full before covered work begins. Further, Contractor agrees to incorporate the provisions of 29 CFR 5.5(a)(1)-(11) in full into any subcontracts entered for the futherance of the work.

(2) **Copeland “Anti-Kickback” Act.** If required by a Federal Awarding Agency, Contractor agrees to comply with the **Copeland “Anti-Kickback” Act** (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 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”). Contractor is 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 Contractor and the County must report all suspected or reported violations to the Federal awarding agency.

C. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (29 CFR 5.5(b))

(Applicable to Federally funded contracts and subcontracts over \$100,000 utilizing mechanics or laborers; the terms “laborers and mechanics includes watchpersons and guards.”)

(1) **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 (40) 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 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) 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 set forth in paragraph (1) of this section, in the sum of \$ IO 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 (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages.**

a. **Withholding Process.** The County may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this Section, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or 29 CFR 5.5(b)(3)(i) of this section, or both, over claims to those funds by: (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties; (B) A contracting agency for its procurement costs; (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate; (D) A contractor's assignee(s); (E) A contractor's successor(s); or (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (5) 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 (1) through (5) of this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

(6) **CWHSSA Records Retention.** In the event that a contract is subject only to CWHSSA and not Davis-Bacon, Contractor and its subcontractors must retain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the County, FEMA, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

In the event that work provided by Contractor meets the definition of “funding agreement” then the provisions of 37 CFR 401 and any Federal Awarding Agency implementing regulations shall apply to this Agreement.

E. CLEAN AIR ACT

- (1) 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.
- (2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

F. FEDERAL WATER POLLUTION CONTROL ACT

- (1) 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.
- (2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

G. SUSPENSION AND DEBARMENT

(Applicable to Federally assisted contracts and subcontracts greater than \$25,000.)

(1) 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).

(2) 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.

(3) This certification is a material representation of fact relied upon by the County. 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 the State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) 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.

H. BYRD ANTI-LOBBYING AMENDMENT

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.

I. APPENDIX A, 44 C.F.R. PART 18 -CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

The undersigned [Contractor] 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, srenewal, 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 alt 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. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 Contractor, _____, 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.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

J. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.323)

(1) 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.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, [Comprehensive Procurement Guideline \(CPG\) Program | US EPA](#), as required under 40 CFR Part 247. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act. The Contractor should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

K. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the County, the State of Florida, the Federal Awarding Agency 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.

(2) 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.

(3) The Contractor agrees to provide the Federal Awarding Agency Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

L. FEDERAL AWARDING AGENCY SEAL, LOGO, AND FLAGS

The Contractor shall not use the Federal Awarding Agency's seal(s), logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency preapproval.

M. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, & EXECUTIVE ORDERS

This is an acknowledgement that Federal financial assistance will be used to fund the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

N. NO OBLIGATION BY 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

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 contract.

P. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(1) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(2) Prohibitions.

- a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- b. Unless an exception in paragraph 3 of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) Exceptions.

- a. This clause does not prohibit contractors from providing:
 - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- b. By necessary implication and regulation, the prohibitions also do not apply to:
 - i. Covered telecommunications equipment or services that:
 1. Are not used as a substantial or essential component of any system; and
 2. Are not used as critical technology of any system.
 - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) Reporting requirement.

- a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor

at any tier or by any other source, the contractor shall report the information in paragraph 4.b of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

- b. The Contractor shall report the following information pursuant to paragraph 4.a of this clause:
 - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - ii. Within ten (10) business days of submitting the information in paragraph 4.b.i of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (5) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph 5, in all subcontracts and other contractual instruments.

Q. DOMESTIC PREFERENCES FOR PROCUREMENTS.

(1) As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(2) For the purposes of this section: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

R. BUILD AMERICA, BUY AMERICA ACT (BABAA) (2 CFR PART 184)

The BABAA domestic preference requirements are applicable to infrastructure projects funded under subject Federal financial assistance program awards. The term “infrastructure” is construed broadly and descriptions provided in paragraph (c) of 2 CFR §184.4 are illustrative and not exhaustive. When determining if a particular project of a type not listed in the description in paragraph (c) constitutes “infrastructure,” Federal agencies consider whether the project will serve a public function, including whether the project is publicly owned and operated, privately operated on behalf of the public, or is a place of public accommodation, as opposed to a project that is privately owned and not open to the public.

(1) **Architectural and/or Engineering Contracts.** Design professionals agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117-58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.

(2) Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to County with each bid or offer for an infrastructure project, unless a domestic

preference requirement is waived by the Federal Awarding Agency. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the County who, in turn, will forward the disclosures to the Federal Awarding Agency agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to the Federal Awarding Agency.

(3) For Federally assisted programs subject to BABAA, contractors and subcontractors must sign and submit the following certification to the next tier (e.g., subcontractors submit to the contractor; contractors submit to the recipient or subrecipient) each bid or offer for an infrastructure project that has not been waived by a BABAA waiver:

BUILD AMERICA, BUY AMERICA ACT (BABAA) SELF-CERTIFICATION.

(To be submitted with each bid or offer for which BABAA applies.)

The undersigned [Contractor] certifies, to the best of their knowledge, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the _____ (project name) that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. All manufactured products purchased with Federal financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Contractor, _____, 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.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

A. CONSULTANT will purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated herein, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONSULTANT against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONSULTANT under the terms and provisions of this Agreement. An original certificate of insurance, indicating that CONSULTANT has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONSULTANT to the COUNTY’S Project Manager and Procurement Services Director within five (5) working days of such request.

The Parties agree that the policies of insurance and confirming certificates of insurance will insure the CONSULTANT in accordance with the following minimum limits:

- 1. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage.....	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

- 2. Professional liability and specialty insurance (errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RSQ number in the Description of Operations section on the Certificate.

C. CONSULTANT must provide a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONSULTANT must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. **A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.**

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONSULTANT will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONSULTANT or subcontractor providing such insurance.

I. CONSULTANT will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONSULTANT'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONSULTANT, nor a failure to disapprove that insurance, will relieve CONSULTANT of full responsibility of liability, damages, and accidents as set forth herein.