

RFP OCLS-25-ISP-001 REQUEST FOR PROPOSAL

Internet Service Provider (ISP) Services for OCLS

Issue Date: November, 4, 2025

Due Date: December 5, 2025

1. **PURPOSE:** The Orange County Library System (Library), an independent special taxing district to the State of Florida, is soliciting sealed written Proposals from Florida-licensed communication firms (Firm) to provide Internet Service Provider (ISP) telecommunications system, including all required software, hardware and training, as detailed in this RFP for the Library's Main Library location. Proposals are to include the features, services, and applications as identified in this RFP.
2. **SELECTION OF FIRM:** Selection of the Firm will be based on a combination of experience, qualifications, proposed approach, ability to deliver services, and price. The Library will consider the Firm's demonstrated competence, relevant experience with similar projects, the qualifications of proposed personnel and the overall cost proposed. The award will be made to the Firm that in the judgment of the Library offers the best overall value and is most responsive to the requirements of this RFP.
3. **ORAL INTERPRETATION:** No oral interpretation of this RFP will be binding. The Library shall be bound by information and statements only when such statements are written and executed under the authority of the Library's Chief Financial Officer.
4. **ACCEPTANCE/REJECTION/CANCELLATIONS:** The Library reserves the right to:
 - a. Accept or to reject any or all Proposals and to make the award to that Firm who, in the opinion of the Library, will be in the best interest of and/or the most advantageous to the Library.
 - b. Reject the Proposal of any Firm who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the Library's opinion, is not in a position to perform properly under this award.
 - c. Waive any irregularities and technicalities and may, in its discretion, reissue the RFP.
 - d. Request clarification of information submitted and to request additional information of one or more Proposers after the deadline for receipt of Proposals.
 - e. To cancel an award at any time prior to approval of the award by Library's Board of Trustees.
5. **CONTRACT:** A contract for ISP Services will be entered into after the successful Firm is selected. The form of the contract that the Library will use is attached as **Attachment D**. If there are provisions to which a Firm cannot agree such as termination or indemnification, the Firm should not submit a Proposal. This RFP and the Proposal from the selected Firm will be included and incorporated in the final contract. The order of contract precedence will be the contract, this RFP and the Proposal.
6. **TERM OF SERVICE:** The Library is seeking one Firm to provide the Services under a three-year contract with two one-year extensions, for a total of five possible years.
7. **SCOPE OF SERVICES:**

The LIBRARY currently consists of a Main Library and fourteen (14), soon to be sixteen (16), branch locations throughout Orange County, Florida. There are approximately 1,300 computers in the system, 100+ servers, as well as users on our guest wireless networks. The LIBRARY utilizes Fortinet

network equipment and a Metro-E connection in providing network connectivity for our satellite locations.

All branch locations are connected by a Metro Ethernet network at a minimum of 200Mbps and a 2.5Gbps Internet fiber link.

See **Attachment A** for Network Diagram.

See **Attachment B** for list of Library and Branch Locations.

The Firm shall provide Internet Access of sufficient speed and bandwidth along with a Class C block of Public IPv4 IP addresses for the Library at the Main Library location.

The Library seeks a Firm that will be responsible for providing a technology solution to implement a fully functional, well documented, Internet Service Provider system that meets the needs of the Library as detailed in this RFP. The main hardware/software environment will be hosted at the Firm's facilities with some gateway equipment at the Library's facilities as necessary. A data center is present at the Main Library location with the ability to host any equipment necessary for this solution.

The selected Firm will furnish all the labor, services, materials, equipment, tools, appliances and all other things necessary for the timely and proper completion of the ISP System project. The work will be free from all defects, fit for the purpose for which it is intended, and merchantable.

As part of the overall project plan, the Firm must develop a project communication plan that ensures timely and appropriate generation, collection, and dissemination of project information. In addition, the Firm must provide periodic reporting and attend status meetings. At key points throughout the project, the Firm may be required to make presentations to various stakeholders including, but not limited to, the project team, the Library's Strategy Planning Team and/or the Library's Board of Trustees.

As part of the overall project plan, the Firm must develop a project implementation plan identifying the most efficient and effective approach to implementation based on the Firm's experience. The Firm must demonstrate they can have the ISP configured and operational by **June 1, 2026**.

The Firm will provide post-implementation support to the Library including the maintenance of a customer support procedure to be used to address all system problems and user questions. Support will be provided 24/7 365 with minimum SLAs provided. As part of the proposal, applicable SLA documentation and escalation tree procedures should be attached. This should include SLAs for both support response times and uptime adherence.

The Firm will provide ongoing system maintenance and support including, but not limited to, periodic upgrades and enhancements. Said upgrades and enhancements will be performed outside of the Library's normal operating hours.

Implementation: Firm is required to provide their detailed implementation plan which provides NO downtime during Library's operating hours. The Library's normal operating hours are:

Sunday	1:00 pm to 6:00 pm
Monday – Thursday	10:00 am to 7:00 pm
Friday & Saturday	10:00 am to 6:00 pm

System Requirements and System Specifications:

The Firm will implement internet service with the following minimum features:

- The Firm must already be participating in the Schools and Libraries Program (E-rate) and provide telecommunications or internet services.
- The Firm must provide their E-rate Service Provider Identification Number (SPIN) and remain free of USAC Red Light status for the duration of the contract.
- The Firm will invoice the Library using the BEAR format and the Library will get reimbursed from USAC.
- The Firm will not commence invoicing until June 1, 2026.
- Service will be provided at the Main Library -- 101 E Central Blvd. Orlando, FL
- Standard Internet Access at Main Library location with proposed pricing for 2.5 Gbps, 5 Gbps, and 10 Gbps.
- Static Public IPv4 IP Addresses, full Class C block, to accommodate the Library's current public IP-based resources.
- The Library currently utilizes a cloud-based VoIP solution (GoTo), any Internet Access services provided should not hinder any VoIP functionality.
- The service provider must include the service level agreement that is included with the pricing, as well as what alternative service levels may be available at additional cost. This includes both support response times and uptime adherence agreements for the service.
- The service provider must outline the support structure for this service, including any escalation trees or support portals for ticket resolution.
- Circuit handoff equipment must support 10GBase-LR SFP fiber for connection to our equipment.
- If the service provider proposing Internet Access services is also proposing WAN services for our WAN services RFP, the service provider must supply a dedicated circuit solely used for the Internet Services and not shared with the WAN services circuit.
- Optional: The ability to perform Internet Service analysis, with reporting options, without additional customer premise equipment.
- Penalties: There will be a penalty fee of \$1,250/mo. If the connection is not active by the due date of June 1, 2026.

8. **PRELIMINARY SCHEDULE:** These dates and times are subject to change by the Library.

Event	Date	Time
Announcement of RFP	11/04/2025	10:00 A.M.
Non-Mandatory Pre-Proposal Meeting / Conference Call	11/11/2025	1:00 P.M.
Question Submission Deadline	11/18/2025	3:00 P.M.
Question Responses Posted	11/20/2025	3:00 P.M.
Proposals Due	12/05/2025	1:00 P.M.
Proposals Evaluated (Part 1 & 2)	12/08-10/2025	TBD
Inform Firms of Short-Listed Rankings	12/10/2025	3:00 P.M.
Final Evaluation (Part 3)	12/22/2025	TBD
Award Announcement	12/23/25	1:00 P.M.
Board Approval	01/08/2026	6:00 P.M.
Tentative Date to Award Agreement	01/09/2026	TBD
System Configuration, Training, Installation, Testing, etc.	01/12 - 05/31/2026	TBD
Tentative Go Live Date	06/01/2026	TBD

9. **QUESTIONS:** Questions regarding this RFP must be submitted by email to Thomas Beaver, OCLS IT Department Head via OCLSBIDS@OCLS.ORG, no later than 3:00 P.M. November 18, 2025 referencing the RFP number. When required the Library will issue an addendum to the RFP. The addendum shall be available on the Internet at <https://ocls.org/board-trustees/advertised-solicitations/> for access by Firms.
10. **CONE OF SILENCE:** Only communication regarding this RFP shall be through Thomas Beaver, OCLS IT Department Head vis e-mail to OCLSBIDS@OCLS.ORG. Proposers shall not contact any member of the Library or the Library's Board of Trustees regarding this RFP until such time as a contract is awarded.
11. **PRE-PROPOSAL CONFERENCE:** A Non-Mandatory Pre-Proposal Conference will be conducted on **November 11, 2025 at 1:00 P.M.** The meeting can be attended via Zoom conference.

<https://us06web.zoom.us/j/84126886404>

12. **DELIVERY OF THE PROPOSAL:** Firms desiring to provide Services, as described herein, shall submit Responses in one sealed package clearly labeled **"RFP OCLS-25-ISP-001 REQUEST FOR PROPOSAL Internet Service Provider (ISP) Services for OCLS"**.

➤ **Proposals shall be submitted no later than 3:00 P.M. EST, on December 5, 2025 to:**

Orange County Library System
Attn: Thomas Beaver, IT Services Department Head
5th Floor Human Resources Reception Desk
101 East Central Blvd.
Orlando, Florida 32801

- If a Proposal contains any information deemed confidential or exempt in accordance with Chapter 119 of the Florida Statutes (the Public Records Act), provide an additional USB drive with a redacted version of the Proposal labeled REDACTED and referencing the specific statutory citation(s) for such exemption(s). The electronic copy shall be in Microsoft Word or Adobe PDF – the most recent software version. Such information is not solicited, nor desired, as information to be submitted in Proposals. In no event will the Library be liable in any manner whatsoever to the Firm if the Firm submits information which the Firm believes is confidential or exempt from the Public Records Act and which the Library, in its sole discretion, deems not to be confidential or exempt.
- **Respondents are responsible for delivery to the specific location listed above. Therefore, if your Proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address and specifically to the 5th floor reception desk. The Library will not be responsible for deliveries made to any place other than the specified address noted above.**
- The date stamp and clock in the Library's 5th Floor Human Resources Reception Desk shall serve as the official authority to determine timeliness of the Proposal. Firms accept all risks of late delivery of mailed and hand delivered responses regardless of fault.
- Proposals received after the specified time and date shall be considered non-responsive. The decision to refuse to consider a proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest.

- Faxed or e-mailed Proposals will be rejected as non-responsive, regardless of where and when the fax or e-mail is received.
- All Proposals must be signed by an officer or employee having authority to legally bind the Firm.
- All Proposals and other information submitted (even if non-responsive) will become part of the project file and, unless otherwise exempt or confidential in accordance with Florida law, will become a public record. All Proposals and accompanying documentation will become the property of the Library and will not be returned.
- Any Proposal may be withdrawn prior to the date and time the responses are due. A copy will be retained by the Library in accordance with public records requirements. Any Proposal not withdrawn prior to the date and time Proposal are due, will constitute an irrevocable offer, for a period of ninety days, to provide the Library with the services as specific in the Proposal.

13. **SUBMITTAL INSTRUCTIONS:** Proposals must be submitted on 8-1/2" X 11" paper, 12-point font, pages numbered, with headings, sections, and sub-sections that directly correlate/address specifically ALL required submittal information in their respective order identified below. Interested Firms must submit five (5) hard copies and one (1) electronic copy on a USB device. Electronic copy shall be in Microsoft Word or Adobe PDF – the most recent software version.

The Firm shall submit the following information with the Proposal:

- a. **Title Page:** Identify the RFP subject, name of Firm, Firm's address, phone and facsimile number, **Firm's E-Rate Service Provider Identification Number (SPIN)**, primary point of contact, primary point of contact's title, phone number, mailing address, e-mail address for receipt of notifications, and date of submittal.
- b. **Table of Contents:** Provide identification of the material by section and by page number.
- c. **Letter of Transmittal:** Briefly state the understanding of the Firm regarding the work to be performed and make a positive commitment to perform the work within the specified time period. Include the following:
 - i. Type of business (sole proprietorship, partnership, corporation, etc.).
 - ii. State of incorporation; and if the entity is a certified minority business.
 - iii. Headquarters location and if any offices are located in the State of Florida.
 - iv. The names and contact information of the persons who will be authorized to make representations for the Firm.
 - v. The signature of a representative who is authorized to contractually bind the Firm and include the representative's title or authority.
- d. **Profile and Qualifications:** Experience and qualifications of the Firm and proposed project specific staff.
 - i. Give a brief history and description of the organizational structure of the Firm, including the organization's date of inception, number of employees (both full time and part-time) and Firm's web address. If the Firm has a minority, women, and/or service-disabled veteran business status with Orange County Board of County Commissioners and/or the City of Orlando, provide a copy of said certification.

- ii. The Firm must already be participating in the Schools and Libraries Program (E-rate) and provide telecommunications or internet services. The Firm must provide their E-rate Service Provider Identification Number (SPIN).
 - iii. The Firm shall provide photocopies to the Library of an occupational license showing the principal place of business and that all associated equipment is located physically within Orange, Lake, Seminole, Brevard or Osceola Counties in Florida. These licenses and certifications must be maintained throughout the life of the Agreement. Copies of license(s) must be included in the Proposal package.
 - iv. Submit proof, in the form of a business tax receipt or any other incorporation document that demonstrates that the company has been in business and providing the type of Services requested by this RFP for at least five years.
 - v. In order to submit a response to this RFQ, Firms must be experienced in providing ISP services for at least one public project with a total cost in excess of \$100,000.00 within the last five years. Provide a description of current/past performance within the last five years of the Firm in successfully completing similar projects. Describe the specific services provided by the Firm. This should include identification of all "in-house" services provided by direct employees of the proposing Firm. "Similar Projects" for the purposes of this RFPs is defined as: A project that includes professional design and implementation services for Internet Service Provider systems that have been successfully or substantially completed within the past five years to an existing, and occupied, commercial or institutional (not residential) facility with multiple locations with at least 2.5Gig Fiber Connection supporting 1,500+ connected device network.
- e. **References:** Provide at least three references, including contact names, e-mail addresses and phone numbers, for projects completed in the last five years. The Library intends to contact references listed by the Firm in its Proposal.
- f. **Key Personnel:** Provide biographies/resumes of the proposed project manager and all other key design lead members of the staff/team that will provide the Services. The biographies shall include their position, years of experience, tenure with the Firm and similar successful projects relating to Library's requirements. Include an organization chart clearly identifying key personnel, their functional role, the firm they are employed by, and their primary work location. Personnel performing work shall be appropriately trained in network configuration, implementation, and maintenance to perform the work specified.
- g. **Services:** The Firm shall provide details regarding the following:
 - i. The Firm shall provide documentation to support their ability to successfully provide the Services, staff, and manage the project for the Library.
 - ii. The Firm shall provide a milestone schedule for all phases of the project, any additional supporting documentation to show understanding of the intent of the design and scope of services, and any comments or recommendations regarding the contents of the scope of services.
 - iii. The Firm must fully demonstrate they have the resources and schedule capacity to ensure a successful implementation by the targeted "Go Live Date."
 - iv. Describe the Firm's support and maintenance policy and procedure along with any warranty information.
 - v. Provide a technical roadmap for the proposed solution and how the solution fits into the Firm's current product lifecycle.
 - vi. Provide a list of policies on firmware and software updates including how often the updates are applied and how the Library will be notified of pending changes.

- vii. Provide a Proposed Network Diagram demonstrating the proposed connectivity.
 - viii. Provide support related SLAs for response times and resolutions. Include any relevant escalation tree structures and/or support portals used to track issues.
 - ix. Provide SLAs for uptime adherence and expectations of services.
- h. **Cost Proposal:** Firms must provide a detailed cost proposal that clearly identifies all charges associated with the provision of the Services as described in this RFP. The cost proposal shall include, at a minimum:

Scope:

- i. Pricing should include bandwidth options of 2.5 Gbps, 5 Gbps, and 10 Gbps.
- ii. Monthly Recurring Charges: Specify all recurring costs per service location and bandwidth level.
- iii. Nonrecurring Charges: Identify any one-time installation, setup, or equipment costs.
- iv. Optional Services: Include pricing for any optional or value-added services, clearly marked as optional.
- v. Taxes and Fees: Identify all applicable taxes, surcharges, and regulatory fees, if not included in the base price.

Format and Pricing Requirements:

- i. All prices shall be quoted in U.S. dollars.
- ii. Prices shall be firm and not subject to escalation during the term of the initial contract period.
- iii. Any proposed price adjustments after the initial term must be clearly described, including the basis and frequency of any increases.
- iv. Proposers shall identify any volume discounts, bundled pricing options, or multi-year term pricing options available.

Inclusions and Exclusions:

- i. The cost proposal shall include all costs necessary to fully deliver, install, test, and maintain the Internet Services.
- ii. Any costs not specifically identified in the cost proposal shall be deemed to be included in the total proposed cost and shall not be separately billable.

Expense Responsibility: The selected Firm is responsible for all costs and expenses incurred in connection with the performance of the services, including but not limited to travel, equipment, labor, permits, and materials, unless otherwise expressly stated in the contract.

- i. **Additional Information:** The Firm may choose to provide any additional relevant information in this section. If there is no additional information to present, state in this section, "There is no additional information that we wish to present".

14. **SELECTION PROCESS:** Proposals will be evaluated in accordance with the criteria and procedures established by the Library. The selection process is designed to ensure a fair, transparent, and competitive evaluation of all qualified proposals.

- a. **Initial Review.** All Proposals received by the submission deadline will be reviewed for responsiveness and compliance with the requirements of this RFP. Proposals determined to be non-responsive or incomplete may be rejected without further evaluation.

- b. **Evaluation Committee.** An evaluation committee designated by the Library will review and score all responsive proposals in accordance with the evaluation criteria below. The committee may request additional information, conduct interviews or presentations, or seek clarification from proposers as needed.
- c. **Evaluation Criteria.** Responsive proposals will be evaluated based on, but not limited to, the following criteria:
 - i. Qualifications and experience with similar projects: 20%
 - ii. Firm experience and qualifications of key personnel and references with similar projects: 20%
 - iii. Firm's proposed approach to providing the implementation and ongoing support of Services: 20%
 - iv. Firm's ability and commitment to meeting the documented schedule in order to meet the goals of the Library: 10%
 - v. The cost of implementation and the continuing cost of maintenance, software updates, support, etc.: 30%
- d. **Recommendation and Award.** Following evaluation, the committee will recommend the Firm to the Library Board of Trustees whose submission is determined to be the most advantageous to the Library, considering qualifications, technical merit, service capability, and price. The Library reserves the right to negotiate final terms and to award the contract in the best interest of the Library.
- e. **Agreement.** The selected Firm shall be required to execute an Agreement in the form attached. All responses accepted by the Library are governed by this RFP and additional Terms and Conditions submitted by any Firm will be rejected and shall have no force and effect.
- f. **Shortlists and Protests.** Failure to file a protest to the Library's Chief Financial Officer by 5:00 PM EST on the third full business day after the award announcement shall constitute a waiver of protest proceedings.

15. **FIRM'S COST TO DEVELOP THE PROPOSAL:** Costs for developing responses responsive to this RFP are entirely the obligations of the Firm and shall not be chargeable in any manner to the Library.

16. **PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS:** The Firm is hereby notified that Section 287.05701, Florida Statutes provides that the Library may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

17. **CONFLICTS OF INTEREST:** The award is subject to provisions of applicable Florida law and Library Procedures. All Firms must disclose with their Proposal the name of any officer, director, or agent of the Firm who is also an employee the Library. Further, all Proposers must disclose the name of any Library employee who owns, directly or indirectly, an interest of ten percent or more in the Firm or any of its entities.

18. **CONVICTED VENDORS:** A person or affiliate placed on the convicted vendor list pursuant to Section 287.133 of the Florida Statutes following a conviction for a public entity crime is prohibited from submitting a bid, response, or entering into a contract to provide any goods or services to the Library for a period of thirty-six months from the date of being placed on the convicted vendor list.

19. **DISCRIMINATORY VENDOR:** An entity or affiliate placed on the discriminatory vendor list pursuant to Section 287.134 of the Florida Statutes is prohibited from submitting a bid, response, or entering into a contract to provide any goods or services to the Library for a period of thirty-six months from the date of being placed on the discriminatory vendor list.
20. **DRUG FREE WORKPLACE:** By submission of a Proposal in response to this solicitation, the Firm acknowledges the Library's Drug Free Workplace requirement applies to the Firm.
21. **RULES OF CONDUCT:** A copy of the Library's Rules of Conduct is attached to this RFP as **Attachment C**. The Firm will share the Rules of Conduct with their staff and by submitting a Proposal will represent their employees will adhere to the Rules of Conduct.

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OCLS RFP 25-ISP-001
Attachment A
Internet Service Provider Network Diagram

OCLS will provide a copy of their current Internet Service Provider Network Diagram upon request from interested Proposers.

OCLS RFP 25-ISP-001
Attachment B
List of Library Locations

Orlando Public Library (Main)	101 E. Central Blvd.	Orlando	FL	32801
Alafaya Branch	12000 E. Colonial Dr.	Orlando	FL	32826
Chickasaw Branch	870 N. Chickasaw Trail	Orlando	FL	32825
Eatonville Branch	200 E. Kennedy Blvd.	Eatonville	FL	32751
Fairview Shores Branch	902 Lee Rd. Suite 26	Orlando	FL	32810
Hiawassee Branch	7391 W. Colonial Dr.	Orlando	FL	32818
Horizon West (January 1, 2029)	4657 Hamlin Groves Trail	Winter Garden	FL	34787
Lake Nona (June 1, 2026)	8705 Dowden Road	Orlando	FL	32827
North Orange Branch	1211 E. Semoran Blvd.	Apopka	FL	32703
South Creek Branch	1702 Deerfield Blvd.	Orlando	FL	32837
South Trail Branch	4600 S. Orange Blossom Trail	Orlando	FL	32839
Southeast Branch	5575 S. Semoran Blvd.	Orlando	FL	32822
Southwest Branch	7255 Della Dr.	Orlando	FL	32819
Washington Park Branch	5151 Raleigh St. Suite A	Orlando	FL	32811
West Oaks Branch	1821 E. Silver Star Rd.	Ocoee	FL	34761
Windermere Branch	530 Main St.	Windermere	FL	34786
Winter Garden Branch	805 E. Plant St.	Winter Garden	FL	34787

Horizon West facility is under contract with a different provider and may not be eligible for inclusion into this RFP and resulting contract until January 1, 2029 at the earliest.

**OCLS RFP 25-ISP-001
Attachment C
Library Rules of Conduct**

The Library's Rules of Conduct Can Be Found Here:

https://ocls.org/wp-content/uploads/2024/11/ROC_English_2024.pdf

https://ocls.org/wp-content/uploads/2024/12/ROC_Spanish_2024.pdf

OCLS RFP 25-ISP-001
Attachment D
Form of Agreement - Internet Service Provider (ISP) for OCLS

This Agreement is entered into on _____, 2026 (the “**Effective Date**”), between the **Orange County Library District** d/b/a the **Orange County Library System** an independent special taxing district established by the legislature of the State of Florida (the “**Library**”) and _____, a _____ (the “**Firm**”).

In consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. **Background.** The Library issued RFP 25-ISP-001 on November 4, 2025 (the “RFP”), requesting proposals for the provision of Internet Service Provider (ISP) services for the Library’s Main Library and its fourteen (14), soon to be sixteen (16), branch locations. The Library has selected the Firm as the most responsive, responsible bidder whose overall experience, qualifications and price demonstrate to be the most advantageous to the Library. The Library now desires to enter into this Agreement with the Firm for the Firm to perform the services set forth in the RFP.
2. **Contract Documents.** The following documents are incorporated into by reference and made part of this Agreement (collectively the “Contract Documents”): (i) The Library’s RFP; and (ii) the Firm’s Proposal. In the event of a conflict between the Contract Documents or an ambiguity or missing requirement or instruction, the following priority is established: (i) specific written direction from the Library, (ii) this Agreement, (iii) the Library’s RFP, and (iv) the Firm’s Proposal. The RFP is attached hereto as **Exhibit A**, and the Firm’s Proposal is attached hereto as **Exhibit B**, including the technical specifications, service descriptions, and pricing. Both the RFP and the Proposal are incorporated herein by reference.
3. **Performance of Services.** The Firm shall:
 - a. Provide the ISP and related network services as described in the RFP and the Firm’s Proposal submitted in response to the RFP. The Firm shall perform all services in accordance with the requirements and performance standards set forth in the RFP and the Firm’s Proposal, except as may be modified by this Agreement.
 - b. Furnish all labor, materials, equipment, and expertise necessary to provide reliable, continuous, and high-quality Internet service in accordance with recognized industry standards.
 - c. Ensure that network performance, bandwidth capacity, uptime, latency, and customer support meet or exceed the service levels required by the RFP and described in the Firm’s Proposal.
 - d. Monitor network performance and maintain the infrastructure necessary to ensure uninterrupted service. The Firm shall promptly respond to and resolve service interruptions and performance issues in accordance with the response and resolution times established in the Service Level Agreement (SLA) provided with the Proposal.
 - e. Perform scheduled maintenance during hours when the Library is not operating and shall be coordinated in advance with the Library.
 - f. Provide the Library with advance written notice of any planned outages.
 - g. If the Firm fails to deliver service, the Firm’s fee for the month where the service delivery failure occurred will be reduced based on deductions/credits in the SLA.

4. **Term.** The Initial Term of this Agreement is for a period of three-years beginning on **June 1, 2026**. The Initial Term may be extended upon mutual written agreement of both parties for two additional one-year terms (each an "Extension Term"). This Agreement shall terminate at the expiration of the Initial Term and at the end of each Extension Term if not extended.
5. **Compensation.** Compensation for the Services shall be as set forth in the Firm's Proposal, and shall remain firm for the duration of the Agreement unless otherwise modified in accordance with this Agreement. No additional fees or charges shall be payable unless authorized in writing by the Library. If authorized in advance in writing by the Library, travel and per diem charges shall not exceed the limits as set forth in Section 112.061 of the Florida Statutes.
6. **Deliverables and Implementation Schedule.** The Firm shall complete system installation, configuration, and service activation in accordance with the implementation schedule and milestones described in the RFP and the Firm's Proposal, unless otherwise agreed to in writing by the Library.
7. **Acceptance of Services.** All services provided by the Firm under this Agreement are subject to inspection, testing, and acceptance by the Library. Acceptance shall not be unreasonably withheld but shall be contingent upon verification that the services meet the technical and performance requirements established in the RFP, the Firm's proposal, and this Agreement.
8. **Library's Designated Representative.** The Library's Chief Information Officer, or his designee, represents the Library in all technical matters pertaining to and arising from the work and performance of this Agreement. The Library's Chief Information Officer, or his designee shall:
 - a. Examine all reports, sketches, drawings, estimates, Proposals, and other documents presented by the Firm and render, in writing, decisions indicating the Library's approval or disapproval within a reasonable time so as not to materially delay the Services provided by the Firm.
 - b. Transmit instructions, information, and interpretation and definition of Library policies and decisions with respect to the Services covered by this Agreement.
 - c. Provide prompt written notice to the Firm whenever the Library observes, or otherwise becomes aware of, any defects or changes necessary to the Services.
9. **Termination For Default.** The Library's Chief Financial Officer may, by written notice to the Firm, terminate this Agreement for default in whole or in part if the Firm:
 - a. Provides Services that fail to comply with the specifications herein or fail to meet the Library's performance standards.
 - b. Fails to perform the Services within the time specified in this Agreement.

Prior to termination for default, the Library will provide adequate written notice to the Firm through the Library's Chief Financial Officer, affording the Firm the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten calendar days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Firm. The Firm shall be liable for any damage to the Library resulting from the Firm's default of the Agreement. This liability includes any increased costs incurred by the Library in completing contract performance.

In the event of termination by the Library for any cause, the Firm will have, in no event, any claim against the Library for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the Library the Firm shall (i) stop all work and Services on the date and to the extent specified, (ii) terminate and settle all orders relating to the performance of the terminated work and Services, (iii) transfer all work and Services in process, completed work and Services, and other materials related to the terminated work and Services as

directed by the Library, and (iv) continue and complete all parts of that work and Services that have not been terminated.

10. Termination for Convenience. The Library, by written notice, may terminate this Agreement, in whole or in part, when it is in the Library's best interest. The Library's Notice of Termination for convenience shall provide the Firm seven days prior notice before it becomes effective.

11. Payment in Event of Termination. If this Agreement is terminated for convenience, the Library shall be liable only for payment of the Services properly delivered and accepted by the Library. If this Agreement is terminated for cause, costs and expenses incurred by the Library as a result of such termination shall be deducted from the amount due the Firm.

12. Insurance.

- a. During the term of this Agreement, Firm shall maintain and provide to Library, upon request, a certificate of insurance proving it has the following described insurance coverage:
 - i. Professional Liability Insurance: \$5,000,000 per occurrence with a maximum deductible of \$25,000;
 - ii. Comprehensive Automobile Liability Insurance: a combined single limit for bodily injury and property damage per accident of \$1,000,000 covering "any auto"; and mandatory limits for personal injury protection and uninsured motorist coverage;
 - iii. Comprehensive General Liability Insurance: a combined single limit for personal injury and property accident of \$5,000,000 per occurrence;
 - iv. Worker's Compensation: statutory benefits, as required by law; and \$1,000,000 for employer's liability.
- b. Firm may use blanket policies to satisfy these insurance requirements.
- c. The Firm shall add, at no cost to Library, Library as an additional named insured to the Firm's business automobile and the commercial general liability insurance policies to protect Library, its contractors and subcontractors, and their respective employees from claims related to death, injury, or property (real or personal) damage resulting from the performance of this Agreement. The certificate holder shall read:

Orange County Library Board of Trustees
c/o Chief Financial Officer
101 East Central Blvd.
Orlando, Florida 32801

- d. On or before the Effective Date of this Agreement, the Firm shall provide Library with Certificates of Insurance evidencing compliance with the coverage requirements in this Section. Such certificates shall provide that the insurance policies will not be materially changed or canceled until at least thirty days' prior written notice has been given to the other party. Failure of Library to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Library to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Firm's obligation to maintain such insurance.
- e. All insurance and all renewals shall be issued by companies with a rating of at least "A-" "VIII" (or its equivalent successor) or better in the current edition of Best's Insurance Reports (or its equivalent successor, or, if there is no equivalent successor rating, otherwise acceptable to Library) and be licensed to do and doing business in Florida.
- f. No approval by Library of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by Library of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible.

- g. All proceeds of insurance required for the protection of Library and obtained by or under the control of the Firm shall first be applied to satisfy the Firm's obligations to Library under this Agreement.
13. **Ownership of Documents.** It is understood and agreed that all documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the Firm in connection with its Services hereunder and are the property of the Library.
14. **Tobacco Free Campus.** All Library facilities and operations are tobacco free. This policy applies to parking lots, parks, break areas and worksites. It is also applicable to Firm and their personnel during contract performance on Library owned or leased property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.
15. **Drug Free Workplace.** The Firm acknowledges the Library's Drug Free Workplace requirement applies to the Firm and its employees, agents and contractors. The Firm shall complete and submit the Library's Drug Free Workplace Form with this Agreement.
16. **Parking.** The Library will show Firm where they are to park their vehicles at each location as not to block Library patrons access to the various locations. Firms are to caution their employees NOT TO park in ADA / Handicap spots. Repeated offenses will result in that employee being removed from the contract and possibility of the vehicle being towed. Firm and/or employee will be responsible for any tickets or fines as a result of parking violations.
17. **Public Records.** To the extent the Firm is acting on behalf of Library as provided under Subsection 119.011(2) of the Florida Statutes, the Firm shall in accordance with Section 119.0701 of the Florida Statutes:
- a. Keep and maintain public records required by Library to perform the services under this Agreement.
 - b. Upon request from Library's custodian of public records, provide Library 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 in Chapter 119 of the Florida Statutes or otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Firm does not transfer the records to Library.
 - d. Upon the expiration of this Agreement, transfer at no cost to Library, all public records in possession of Firm or keep and maintain public records required by Library to perform the service. If the Firm transfers all public records to Library upon completion of the Agreement, the Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of the Agreement, the Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Library, upon request from Library's custodian of public records, in a format that is compatible with the information technology systems of Library.
 - e. If the Firm fails to provide the public records to Library within a reasonable time the Firm may be subject to penalties under Section 119.10 of the Florida Statutes. Further, Library may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and

assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.

If the Firm has questions regarding the application of Chapter 119, Florida Statutes, to the Firm's duty to provide Public Records relating to this Agreement, contact the Library's Custodian of Public Records at ORANGE COUNTY LIBRARY SYSTEM, ATTN: Ms. Lovevia Williams, Finance Manager, 101 East Central Blvd, Orlando, FL 32801 or via telephone at 407-835-7628 or email at publicrecordsrequest@ocls.org.

18. Limitation of Liability.

- a. In no event shall Library be liable to Firm for direct, indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise.
- b. Library shall not assume any liability for the acts, omissions, or negligence of Firm, its agents, servants, employees, or subcontractors. In all instances, Firm shall be solely responsible for any injury or property damage and associated costs and expenses resulting from any activities conducted by, or on behalf of, the Firm.

19. Sovereign Immunity. Library's limits of liability are set forth in Section 768.28 of the Florida Statutes, and nothing herein shall be construed to extend the liabilities of Library beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of Library's sovereign immunity under Section 768.28 of the Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to anything which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of Library's obligations under this Agreement are limited to the payment of no more than the per person amount limitation and the aggregate contained in Section 768.28 of the Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

20. Intellectual Property. Firm hereby transfers, grants, conveys, assigns, and relinquishes exclusively to Library, all of Firm's right, title, and interest of every kind throughout the world in and to all intellectual property developed for Library by Firm in conjunction with this Agreement, including all United States and International copyrights or patents thereto, and any renewals or extensions thereof, together with all other interests accruing by reason of international conventions with respect to intellectual property. Firm agrees to sign any additional documents and otherwise cooperate with Library, as may reasonably be requested, to further evidence, perfect, protect, or enforce the transfer under this Section 20. For this purpose, the provisions of this section shall survive the termination, for any reason, of this Agreement.

21. Notices.

- a. For a notice, or other communication, under this Agreement to be valid, it must be in writing and signed by the sending party, and the sending party must use one of the following methods of delivery: (1) personal delivery; (2) registered or certified mail, in each case return receipt requested and postage prepaid; and (3) nationally recognized overnight courier, with all fees prepaid. Delivery via email, is also permitted provided it is followed by delivery via one of methods (1)-(3) above and any such delivery via email shall not be deemed to have been received pursuant to Subsection 21.c. until such delivery pursuant to methods (1)-(3) above shall be deemed to have

been received pursuant to Subsection 21.c.

- b. For a notice, or other communication, under this Agreement to be valid, it must be addressed to the authorized receiving party at the addresses listed in this Section for the receiving party, or to any other address designated by the receiving party in a notice in accordance with this Section 21.

For the Library:

The Orange County Library System
Kristopher Shoemaker, CMA, CGFO, CPFIM, CHAE, CHTP
101 East Central Blvd.
Orlando, Florida 32801
Kshoemaker@OCLS.Org
Phone: 407-835-7314

For the Firm:

[name of company]
[contact person]
[address]
[email]
[Phone]

- c. Subject to Subsection 21.d., a valid notice or other communication under this Agreement is effective when received by the receiving party. A notice, or other communication, is deemed to have been received as follows:
 - i. if it is delivered in person, or sent by registered or certified mail, or by nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt; and
 - ii. if the receiving party rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which notice was not given, then upon that rejection, refusal, or inability to deliver.
- d. If a notice or other communication is received after 5:00 p.m. on a business day at the location specified in the address for the receiving party, or on a day that is not a business day, then the notice is deemed received at 9:00 a.m. on the next business day.
- e. Any notice requiring prompt action shall be contemporaneously sent by electronic mail.

22. Independent Contractor. Firm is and shall remain an independent contractor and not an employee of Library. This Agreement shall not be construed as a teaming, joint venture or other such arrangement. Nothing in this Agreement shall grant to either party the right to make commitments of any kind for or on behalf of the other party without the prior written consent of the other party.

23. Subcontractors.

- a. Firm is responsible for all services and work to be performed in connection with this Agreement.
- b. With prior written approval by Library, Firm may, as appropriate and in compliance with applicable law, subcontract the performance of services set forth in this Agreement, provided however, that Firm shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract. Firm shall not enter into subcontracts in which Library could be held liable to a subcontractor for any expenses or liabilities. Firm shall defend and hold Library harmless of any liabilities incurred under any of the subcontracts entered into by Firm. Firm shall be liable for all work performed and expenses incurred as a result of any subcontract. Subcontractors are required to comply with the terms of this Agreement.
- c. The Firm is encouraged to use Florida's minority and service-disabled veteran businesses as subcontractors under this Agreement. The Certified Vendor Directory can be accessed from the

website of the Florida Department of Management Services, Office of Supplier Diversity located at:

https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/certified_vendor_directory

Any and all such contracts that Firm enters into under this Section shall incorporate and require the subcontractor to comply with all of the provisions herein and the provisions requiring that such person or organization report on performance, account for proper use of funds provided under the contract (including the provision of audit rights when applicable).

24. Representations.

- a. Firm has the necessary and required Federal and State authority to enter into this Agreement with Library.
- b. Neither this Agreement nor Firm's performance of its obligations hereunder will place Firm in breach of any other contract or obligation and will not violate the rights of any third party.
- c. Firm has all rights, title, and ownership of, in, and to the products, procedures, processes and/or services that Firm is delivering and/or providing to Library pursuant to this Agreement, and Firm has full right and authority to provide and/or deliver the same to Library.

25. Data. As requested by Library, Firm agrees to deliver to Library at the end of the term of this Agreement, or at any other time Library may request, all lists, memoranda, notes, plans, records, hardware, software, and other documentation and data belonging to Library, which Firm may possess or have under his or her control and which may have been produced prior to and including the date of termination. Firm shall also require that all subcontractors or employees agree in writing to be bound by the provisions of this Section 25.

26. Data Protection. Firm acknowledges that it may have access to certain of Library's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Firm, its employees, agents, or contractors, pertaining to Library's business or financial affairs, or to Library's projects, transactions, clients or customers, Firm will not store, copy, analyze, monitor, or otherwise use that data except for the purposes set forth in the Agreement for the benefit of Library. Firm will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Firm receives or has access to under the Agreement or in connection with the performance of any services for Library. Firm will otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform under the Agreement or as authorized by the data subject or in accordance with applicable law. To the extent that Firm receives PII related to the performance of the Agreement, Firm will protect the privacy and legal rights of Library's personnel, clients, customers, and contractors.

27. Prohibition against Consideration of Social, Political, or Ideological Interests. Firm is hereby notified of the provisions of section 287.05701 of the Florida Statutes, as amended, that Library will not request documentation of or consider a Firm's social, political, or ideological interests when determining if the Firm is a responsible Firm. Firm is further notified that Library's governing body may not give preference to a Firm based on the Firm's social, political, or ideological interests.

28. Unauthorized Aliens. Library shall consider the knowing employment of unauthorized aliens, as described in Section 274A(e) of the Immigration and Nationality Act (codified at 8 U.S.C. §1324a), and Section 448.09 of the Florida Statutes by Firm or any subcontractor cause for termination of this Agreement.

29. Employment Verification.

- a. Firm and Firm's subcontractors performing work under this Agreement shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the Firm or Firm's subcontractors during the term of this Agreement.
- b. If the Firm enters into a contract with a subcontractor for work to be performed under this Agreement, the subcontractor must provide the Firm with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Firm shall maintain a copy of such affidavit for the duration of this Agreement.
- c. In the event Library has a good faith belief that the Firm has knowingly violated Subsection 448.09(1) of the Florida Statutes, Library will terminate the Agreement.
- d. In the event Library has a good faith belief that an entity with which the Firm is contracting has knowingly violated Subsection 448.09(1) of the Florida Statutes, but the Firm has otherwise complied, Library shall notify the Firm and order the Firm to immediately terminate the contract with the subcontractor.
- e. The Firm is liable for costs incurred by Library as a result of the termination of this Agreement or Firm's termination of an agreement with a subcontractor under the requirements of this Section.
- f. Termination of a contract under the provisions of this Section is not a breach of contract and may not be considered as such. Any contract terminated under the provisions of this section may be challenged pursuant to section 448.095(2) of the Florida Statutes. The Firm acknowledges that upon termination of this Agreement by Library for a violation of this section by the Firm, the Firm may not be awarded a public contract for at least one (1) year. The Firm further acknowledges that the Firm is liable for any additional costs incurred by Library as a result of any contract for a violation of this section.
- g. The Firm or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. The Firm shall be responsible for compliance with any subcontractor or lower tier subcontractor with the clauses set forth in this section.
- h. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security website: <http://www/dhs/gov/E-verify>.

30. Scrutinized Companies List.

- a. By executing this Agreement, Firm certifies that it is not: (1) listed on the Scrutinized Companies or Other Entities that Boycott Israel List, created pursuant to Section 215.4725 of the Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473 of the Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to Section 287.135(5) of the Florida Statutes, Library may immediately terminate this Agreement for cause if Firm is found to have submitted a false certification as to the above or if Firm is placed on the Scrutinized Companies or Other Entities that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If Library determines that Firm has submitted a false certification, Library will provide written notice to Firm. Unless Firm demonstrates in writing, within 90 calendar days of receipt of the notice, that Library's determination of false certification was made in error, Library shall bring a civil action against Firm. If Library's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on Firm, and Firm will be ineligible to bid, submit a proposal for, or enter into or renew a contract with Library or a Florida agency or local governmental entity for three years after the date of Library's determination of false certification by Firm.
- b. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition in

this Section 30, this Section 30 shall be null and void without further action of the parties.

31. **Interests of Foreign Countries.** In compliance with Section 287.138 of the Florida Statutes, should the services to be performed under this Agreement grant the Firm access to an individual's personal identifying information, the Firm shall provide Library with an affidavit, attached hereto as **Exhibit C**, signed by an officer or representative under penalty of perjury attesting that (a) the Firm is not owned by the government of a foreign country of concern; (b) the government of a foreign country of concern does not have a controlling interest in the Firm; and (c) the Firm is not organized under the laws of, or has its principal place of business in a foreign country of concern. For 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.
32. **Public Entity Crime.** The Firm affirms that it is aware of the provisions of Subsection 287.133(2)(a) of the Florida Statutes, and that at no time has Firm been convicted of a Public Entity Crime. Firm agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in termination of this Agreement by Library.
33. **Human Trafficking Attestation.** In compliance with Subsection 787.06(13) of the Florida Statutes, the affidavit attached hereto as **Exhibit D** must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Library or any of its direct support organizations (the "Governmental Entity").
34. **Common Carrier.** If Firm meets the definition of a "Common Carrier" under Section 908.111 of the Florida Statutes, then Firm must execute the attestation attached hereto as **Exhibit E** that the common carrier or contracted carrier is not willfully providing and will not willfully provide any service during the contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from this State or the United States. Such attestation must be provided to Library prior to commencement of this Agreement. In accordance with Section 908.111 of the Florida Statutes, Library may terminate this Agreement for cause if Firm is found to be in violation of this provision or its attestation.
35. **No Third-Party Beneficiaries.** This Agreement does not, and is not intended, to confer any rights or remedies upon any person other than the parties.
36. **Amendments/Modifications.** This Agreement may not be altered, modified, amended or changed in any manner, except pursuant to a written amendment executed and delivered by each of the authorized Points of Contact. Additionally, any such modification, amendment or change shall be effective on the date of execution and delivery, or such later date as the parties may agree therein.
37. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall remain enforceable to the greatest extent permitted by law.
38. **Governing Law; Venue.** This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive venue of the Circuit Court for the Ninth Judicial Circuit, in Orange County, Florida.

39. Miscellaneous.

- a. Firm shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, race, sex, creed, color, disability, national origin, or marital status.
- b. Firm shall comply with all applicable Federal, State, and local laws, rules, and regulations.
- c. Firm shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.
- d. Firm shall provide a drug-free workplace with any allegation of substance abuse given priority attention and action by management.
- e. Firm affirms that it is aware of the provisions of Subsection 287.134(2)(a) of Florida Statutes, and that at no time has Firm been placed on the Discriminatory Vendor List.
- f. Firm agrees to comply with Subsection 20.055(5) of the Florida Statutes.
- g. This Agreement may not be assigned by either party without the prior written consent of the other.
- h. Firm shall not use any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency.

Authorized parties are signing this Agreement as of the Effective Date in the introductory clause.

The Orange County Library District d/b/a the Orange County Library System	[Name of Firm]
Signature: _____ By: Kristopher Shoemaker, CMA, CGFO, CPFIM, CHAE, CHTP, OCLS Chief Financial Officer	Signature: _____ By: Title:

Exhibit A

RFP OCLS-25-ISP-001

Exhibit B

Firm's Proposal to RFP OCLS-25-ISP-001

Exhibit C

FOREIGN COUNTRY OF CONCERN ATTESTATION

This form must be completed by an officer or representative of the entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with Library (the Governmental Entity), which would grant the entity access to an individual's Personal Identifying Information. Capitalized Terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

The Firm is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Firm.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

Exhibit D

**NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes**

I, the undersigned, am an officer or representative of _____ and attest that _____ does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalties of perjury, I declare that I have read the foregoing statement and that the facts as stated in it are true and correct.

Print Name: _____

Title: _____

Signature: _____

Date: _____

Exhibit E

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which an Agreement being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

[Name of Common Carrier or contracted carrier] is not willfully providing and will not willfully provide any service during the Agreement term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date: