OCLS RFP 26-FFE-110926

REQUEST FOR PROPOSAL

Furniture Package for the Orlando Public Library

First Floor Renovation

For the Orange County Library District

Issue Date: November 9, 2026 Due Date: December 4, 2026

1. **Purpose:**

The Orange County Library District d/b/a the Orange County Library System (LIBRARY), is an independent special taxing district created by Florida Legislature and is governed by an appointed five-member board of trustees. The LIBRARY is soliciting sealed written proposals from qualified vendors (VENDOR) to provide a furniture package (PROJECT) including procurement, delivery, and installation for the first-floor renovation of the Orlando Public Library. Copies of the Request for Proposal may be obtained from the LIBRARY's RFP Project Manager noted below or via the Library's Procurement Portal at https://www.ocls.org/board-trustees/advertised-solicitations.

2. **RFP Project Manager:**

To ensure that your proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your communications concerning this Request for Proposals (RFP) should be directed in writing to the RFP Project Manager listed below.

Name: Bethany Stone, Chief Operating Officer
E-Mail: OCLSBIDS@ocls.org

VENDOR shall not contact any member of the LIBRARY Board of Trustees or any employee (except as provided herein) regarding this RFP until such time as a contract is awarded.

All inquiries pertaining to this Request for Proposal must be directed in writing through the RFP Project Manager noted above.

3. BACKGROUND:

The renovation reimagines nearly 45,000 square feet of the Orlando Public Library's first floor, creating a more welcoming, flexible, and engaging environment for visitors of all ages.

More than two decades after the last major renovation of the first floor, the project responds to the evolving needs of the community with expanded spaces for children and families, enhanced technology and collections, new opportunities for gathering and collaboration, and a revitalized entrance.

The LIBRARY offers a variety of library services, physical and digital materials, public computers, meeting room spaces, and events for the community to learn, grow, and connect. Events and classes are for people of all ages and backgrounds covering topics like early literacy, STEM, live performances, fiber arts, technology, storytelling, adult education, career services, ESOL, and much more.

4. SOLICITATION CANCELLATIONS:

The LIBRARY reserves the right to accept or to reject all proposals and to re-advertise the RFP or elect not to proceed with the PROJECT at any time. The LIBRARY also reserves the right to reject the proposal of any VENDOR 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. The LIBRARY reserves the right to inspect all facilities and equipment of the VENDOR in order to make a determination as to the foregoing. The LIBRARY reserves the right to waive any irregularities and technicalities and may, at its discretion, reissue the RFP.

The LIBRARY reserves the right to request clarification of information submitted and to request additional information of one or more VENDORs after the deadline for receipt of responses to this RFP.

The LIBRARY reserves the right, and the LIBRARY'S RFP Project Manager has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by LIBRARY'S Board of Trustees when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest.

5. SCOPE OF WORK:

The LIBRARY is requesting proposals from qualified VENDORS to provide a furniture package for a first floor renovation project of the Orlando Public Library. The PROJECT will include procurement, delivery, and installation.

Requirements:

1. Procure furniture as specified in **Attachment A**, Orange County Library System-Orlando Public Library Furniture Specifications by Kaleidoscope Interior Design. VENDOR pays the costs of the furniture and then bills the LIBRARY.
2. VENDOR is responsible for verifying components and total cost in furniture package.
3. Delivery, installation, set-up, assembly, and placement of furniture as specified in **Attachment B**, the Orlando Public Library Floor Plan.
4. The VENDOR shall assemble, set-up and install all furniture and furnishings to manufacturer's specifications and make necessary adjustments for level and stable surfaces.
5. Installation shall be completed by trained professional furniture installers.
6. Upon receipt of all furniture, the VENDOR shall inspect for damages and correct and replace any damaged items.
7. The LIBRARY shall be notified immediately of any delivery problems or unusually long lead times for individual items.
8. VENDOR is responsible for receiving, handling, storage, and transportation for delivery. Delivery and installation date to be determined and agreed upon with the LIBRARY and VENDOR.
9. VENDOR shall be responsible for the covering, padding, and protection of all existing building construction (walls, floors, doors, cabinetry, etc.) as necessary to prevent damage during delivery of materials and products.
10. VENDOR is liable for all damage to the building in connection with the PROJECT.
11. VENDOR is responsible for removal and disposal of all packing and shipping materials during installation.
12. Proposals shall include a full description of pricing covering the entire scope of work. **All pricing and costs must be submitted using the spreadsheet provided as Attachment C. Any additional items or costs shall be itemized in Attachment C. Pricing submitted in any other format will not be accepted.**
13. Proposals should include an estimated timeline with an estimated installation date of late March 2027 – early April 2027.

6. INSTRUCTIONS TO VENDORS:

6.A Questions:

Questions will only be accepted via email. Please send all questions to OCLSBIDS@ocls.org with the subject: Orlando Public Library Furniture

All questions must be received on or before 1:00 P.M., EST, on November 16, 2026.

6.B Deadline for Receipt:

Proposals must be received via email on or before 1:00 p.m. EST, December 4, 2026. Proposals must be e-mailed to OCLSBIDS@ocls.org with the subject: Orlando Public Library Furniture.

- Vendors are responsible for timely emailing and the electronic delivery of their proposal. Proposals must not exceed 25 megabytes.

- If your proposal contains any information deemed confidential, in accordance with Chapter 119 of the Florida Statutes, provide an additional redacted version of your proposal labeled REDACTED. Electronic copy shall be in Microsoft Word or PDF – the most recent software version.

- Trade secrets and information confidential and exempt from Subsection 119.07(1) of the Florida Statutes and Subsection 24(a) of Article I of the Florida Constitution is not solicited nor desired as information to be submitted with proposals. The Florida Statutes and the State Constitution govern whether information in a proposal is confidential or exempt from the Florida Public Records Act. If information is submitted in a proposal which a VENDOR deems to be a trade secret or confidential and exempt from the Public Records Act, the information shall be submitted with the proposal in a separate, clearly identifiable email referencing the specific statutory citation for such exemption. Submitted proposals which are marked "confidential" (or other similar language) in their entirety or those in which a significant portion of the submitted proposal is marked "confidential" may be deemed non-responsive by the LIBRARY.

  The LIBRARY is not obligated to agree with the VENDOR's claim of an exemption and, by submitting a proposal, the VENDOR agrees to be responsible for defending its claim that each and every portion of the separately marked information is exempt from inspection and copying under the Public Records Act. The VENDOR agrees that it shall protect, defend, and indemnify, including attorney's fees and costs, the LIBRARY for any and all claims and litigation (including litigation initiated by the LIBRARY) arising from or relating to the VENDOR's claim that the separately marked portions of its proposal are not subject to disclosure. If the VENDOR fails to separately mark portions of its proposal or marks its proposal "confidential" (or other similar language) in its entirety, the LIBRARY is authorized to produce the entire proposal submitted by the VENDOR in responding to a public records request.

- **The time and date for receipt of Proposals will be strictly observed.** The LIBRARY shall not be responsible for late deliveries or mail delays. The date stamp on the e-mail shall serve as the official authority to determine timeliness of the Proposal. VENDOR's accept all risks of late delivery of proposals regardless of fault.

- Proposals received after the specified time and date, or any other reasons (including but not limited to size-limitations, incorrect email address, etc.) shall be considered non-responsive and will not be opened or considered. 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.

- All proposals must be signed by an officer or employee having authority to legally bind the VENDOR.

- All information submitted 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 proposals are due. Any proposal not withdrawn prior to the date and time proposals are due, will constitute an irrevocable offer, for a period of ninety (90) days, to provide the LIBRARY with the services as specific in the proposal.

6.C Confirmation:
The LIBRARY RFP Project Manager will confirm receipt of your submission via a reply email.

7. PRELIMINARY SCHEDULE:

These dates are tentative and are subject to change by LIBRARY.

Task	Date	Time
Announcement of RFP	Monday, November 9, 2026	1:00 PM
Question Submission Deadline	Monday, November 16, 2026	1:00 PM
Responses to Questions Posted	Wednesday, November 18, 2026	1:00 PM
RFP Proposals Due	Friday, December 4, 2026	1:00 PM
RFPs Evaluated	Friday, December 4, 2026	TBD
Inform Vendors of Rankings	Friday, December 4, 2026	5:00 PM
LIBRARY Board of Trustees Approval of Vendor Ranking	Thursday, December 10, 2026	6:00 PM
Notice to Proceed	Friday, December 11, 2026	1:00 PM

8. MINIMUM QUALIFICATIONS TO SUBMIT PROPOSAL:

VENDORs desiring to submit a proposal in response to this RFP for the Project, as described herein, shall have the following Minimum Qualifications:

1. VENDOR must be licensed to do business in the State of Florida for at least the last five (5) years.

2. VENDOR must have provided a minimum of three (3) similar furniture packages for libraries or equivalent in the last five (5) years.

3. VENDOR must have no unresolved litigation against the LIBRARY or Orange County, Florida.

4. VENDOR must submit three (3) references from owners of other similar projects as described in the Scope of Work section listed above.

5. VENDOR must identify and appoint an experienced and capable Project Manager for the Project.

6. VENDOR must have no conflicts of interest with the LIBRARY.

9. PROPOSAL SUBMITTAL INSTRUCTIONS:

Content Requirements:

1. Introduction/Scope of Work
   a. Cover letter with name, address, email, and phone number of key contact person.
   b. A concise written statement to demonstrate the vendor's understanding of the project and scope of services being sought by the LIBRARY.
   c. Description of the general approach to the planning process and implementation of the project.
   d. Proposed completion date and a timeline for the project.
   e. Execution of the LIBRARY's provided Vendor Acknowledgements form.

2. Company History/Qualifications
   a. Number of years in business.
   b. Type of ownership, name(s) of owner(s).
   c. Type of organization.
   d. Geographical area of operations.
   e. Professional affiliations.

3. Personnel/Experience

a. List the principals in your organization.
b. Describe the size and composition of your organization.
c. Identify and provide description of experience of the project manager and key personnel who would be assigned to this project, including an organizational chart.

4. References

a. Identify and describe three furniture package projects that the vendor has completed within the past five years, and which best represent the present skills of the project team members to procure, deliver, and install a similar furniture package.
    i. Name and address of client.
    ii. Name, telephone number, and email address of contact person.
    iii. Summary of project, including year completed and cost.
b. Please include any other pertinent information that you feel makes you qualified for the proposed project.

5. Cost & Fees

- Using **Attachment C,** provide a detailed schedule of costs that includes the procurement, delivery, installation, and other costs associated with the project. The LIBRARY relies on the vendor to assure that all charges to complete the scope of work are submitted in the proposal and that there are no hidden costs or charges that will be incurred by the LIBRARY.

6. Required Forms:

- Signed Vendor Acknowledgments Form
- Signed **Attachment E-1**

10. Selection Criteria:

All proposals meeting the RFP requirements will be evaluated and scored using the criteria in **Attachment D**. Scores will be determined by at least three LIBRARY staff members with knowledge and expertise with the scope of work and who will individually score the proposals. LIBRARY staff will not meet to rank the proposals unless staff members are meeting in a publicly noticed meeting. A ranking will be established by totaling the sum of the scores. The LIBRARY may request additional material, information, references, oral interviews, or presentations from some or all the vendors submitting proposals.

Staff may ask for clarification regarding responses and/or ask specific questions from proposers.

The RFP rankings will be posted to the LIBRARY's Procurement Portal and will be submitted to the LIBRARY's Board of Trustees for final approval.

11. RESPONSIBLE VENDOR DETERMINATION:

VENDOR 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.

12. CONTRACT REQUIREMENTS:

The selected VENDOR will be required to enter into a written contract with the LIBRARY which shall contain all legal requirements applicable to the LIBRARY. The following requirements will be included in the contract and are non-negotiable:

12.A: A Schedule

A detailed schedule including PROJECT deadlines.

12.B: Late Delivery Fee & Inspections

Delays in deadlines, as determined by the LIBRARY to be thirty (30) days after the agreed upon deadlines as set forth in the contract to be awarded by the LIBRARY for the PROJECT, shall be cause for liquidated damages of $150 per calendar day.

VENDOR will be responsible for all delays, whether caused by VENDOR or caused by a third-party.

12.C: Termination

The LIBRARY may terminate the agreement with VENDOR at any time and for any reason. If terminated by the LIBRARY, all costs and expenses incurred by VENDOR and approved by the LIBRARY in connection with the PROJECT will be paid by the LIBRARY.

12.D: Indemnification and Limitation of Liability

VENDOR shall indemnify and hold harmless the LIBRARY, its Officers, Directors, and employees to the fullest extent permitted by law from and against all claims, damages, losses, liens, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) to the

extent caused by a breach of the Agreement and/or the negligence, recklessness, or intentional wrongful misconduct of VENDOR and persons employed or utilized by VENDOR in the performance of this Agreement.

In no event shall the LIBRARY be liable to VENDOR for indirect, direct, 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.

As a taxing entity, the LIBRARY is not allowed by law to indemnify the VENDOR.

13. FEDERAL AND STATE TAX:

The LIBRARY is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Chief Financial Officer will sign an exemption certificate submitted by the VENDOR.

VENDORs doing business with the LIBRARY shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the LIBRARY, nor shall any VENDOR be authorized to use the LIBRARY's Tax Exemption Number in securing such materials.

14. LEGAL REQUIREMENTS:

VENDORs shall comply with all laws, rules, codes, ordinances, licensing and bonding requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, contractor shall comply with the Florida Sunshine Law and Public Records Act, Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or handicap, national origin, creed, marital status, or veteran's status. Violation of such laws shall be grounds for immediate contract termination.

15. RFP Standards:

- LIBRARY reserves the right to cancel the award of contract any time before the execution of the contract by both parties.
- The responding VENDORS bear sole risk and responsibility for the costs incurred in the preparation of the proposal.
- No LIBRARY Board or staff member shall have a financial interest in the proposal.
- In cases of disputes over differences of opinion as to the services in the proposal, the decision of the LIBRARY shall be final.

- LIBRARY reserves the right to: ask for clarification in the proposal if the need arises; select a VENDOR based directly on the proposal; negotiate further with one or more respondents.
- LIBRARY reserves the right to reject any or all proposals to this RFP.

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First Floor Renovation
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VENDOR'S ACKNOWLEDGEMENTS

By submitting a proposal to the RFP, the VENDOR:

a) Acknowledges he/she has received, reviewed, and understands the requirements of the RFP including the Scope of Work.

b) Acknowledges that all prices and delivery dates stated are firm.

c) Acknowledges that the LIBRARY is not subject to state or local sales, use or excise taxes and no such taxes are included in the prices submitted.

d) Acknowledges that all other taxes are included in the prices submitted.

e) Acknowledges that the VENDOR's proposal shall be considered accepted only when the LIBRARY executes a contract.

f) Acknowledges that the contract will incorporate all terms and conditions contained in the Specifications and this RFP.

g) Acknowledges the proposal is binding for 90 calendar days.

h) Is aware that comparison of proposals is a subjective process requiring evaluation of multiple factors including price, references, recommendations, and input from third parties. This process requires subjective assessment of VENDORS by the Library Trustees as to overall suitability of the VENDOR.

i) Acknowledges the Trustees have substantial discretion in accepting a proposal based on the Trustee's evaluation of multiple variables, only one of which is price.

j) Acknowledges he/she has received, reviewed, and understands the requirements of Attachment E General Terms and Conditions to this RFP

_____

Vendor's printed name and title

_____

Vendor's signature and date

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First Floor Renovation

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ATTACHMENT A

Description of Furniture

(see attached)

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First Floor Renovation

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ATTACHMENT B

Orlando Public Library Floor Plan
(see attached)

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REQUEST FOR PROPOSAL

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First Floor Renovation

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ATTACHMENT C

Schedule of Costs
(see attached)

ATTACHMENT D

VENDOR Scoring Criteria

Proposals will be evaluated using the following criteria:

Scope of Work- Up to 35 points

- Demonstrated ability to understand the scope, meet specifications, and perform the services described in the RFP.
    - This is demonstrated via the written statement, project approach, proposed timeline, and ability to procure, deliver, and install complete furniture package.

Cost & Fees- Up to 35 points

- Provided a detailed schedule of costs and fees and seems reasonable to scope of service.

Qualifications & Experience- Up to 25 points

- The qualifications, experience and expertise of the VENDOR, and key staff assigned to meet specifications, and perform the services described in the RFP.
    - This is demonstrated via VENDOR's key staff resumes, company reputation, and company years in business.
    - Identify and describe three furniture package projects completed within the last five years.

Other Relevant Factors- Up to 5 points

- Provided additional information that is relevant to the project's success.

Attachment E
ORANGE COUNTY LIBRARY SYSTEM ("OCLS")
GENERAL TERMS & CONDITIONS
For OPL 1st Floor RFP 26-FFE-110926

1. **Public Records**.

a. To the extent the VENDOR is acting on behalf of OCLS as provided under Subsection 119.011(2) of the Florida Statutes, VENDOR shall in accordance with Section 119.0701 of the Florida Statutes:

i. Keep and maintain public records required by OCLS to perform the services under this Agreement.

ii. Upon request from OCLS's custodian of public records, provide OCLS 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.

iii. 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 VENDOR does not transfer the records to OCLS.

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

v. If the VENDOR fails to provide the public records to OCLS within a reasonable time the VENDOR may be subject to penalties under Section 119.10 of the Florida Statutes. Further, OCLS 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 VENDOR has questions regarding the application of Chapter 119, Florida Statutes, to the VENDOR's duty to provide Public Records relating to this Agreement, contact OCLS'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.

2. **Indemnification and Limitation of Liability**.

a. VENDOR shall indemnify and hold harmless OCLS, its Officers, Directors, and employees to the fullest extent permitted by law from and against all claims, damages, losses, liens, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) to the extent caused by (i) the performance of services under this Agreement by VENDOR or any person or organization directly, or indirectly, employed by

VENDOR to perform or furnish any of the services or anyone for whose acts any of them may be liable; (ii) breach of the terms of this Agreement by VENDOR or any person or organization directly, or indirectly, employed by VENDOR to perform or furnish any of the services or anyone for whose acts any of them may be liable; (iii) violations of applicable law by any person or organization directly or indirectly employed by VENDOR to perform or furnish any services under this Agreement or anyone for whose acts any of them may be liable; (iv) injury or death of any third parties (including OCLS employees and agents and those of the VENDOR), or damage to property to the extent attributable to the negligence or misconduct of VENDOR or any person or organization directly, or indirectly, employed by VENDOR to perform or furnish any of the services under this Agreement or anyone for whose acts any of them may be liable; or (v) the negligence, recklessness, or intentional wrongful misconduct of VENDOR and persons employed or utilized by VENDOR in the performance of this Agreement.

b. At OCLS's election and upon notification to VENDOR, VENDOR shall assume the defense or settlement of any third-party claim arising under this Agreement with counsel satisfactory to OCLS; provided, however that VENDOR shall not settle any such claim in an amount over $10,000.00 without OCLS's prior written consent. Notwithstanding the foregoing, (a) OCLS shall have the right at OCLS's option and expense, to participate fully in the defense or settlement of any third-party claim; and (b) if VENDOR does not continuously defend or settle any third-party claim within 30 days after it is notified of the assertion or commencement thereof, then (i) OCLS shall have the right, but not the obligation, to undertake the defense or settlement of such claim for the account and at the risk of the VENDOR, and (ii) VENDOR shall be bound by any defense or settlement that OCLS may make as to such claim. OCLS shall also be entitled to join VENDOR in any third-party claim for the purpose of enforcing any right of indemnity hereunder.

c. In no event shall OCLS be liable to VENDOR 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.

d. OCLS shall not assume any liability for the acts, omissions, or negligence of VENDOR its agents, servants, employees, or sub-contractors. In all instances, VENDOR 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 VENDOR.

3. **Sovereign Immunity**. OCLS'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 OCLS beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of OCLS'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 OCLS'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.

4. **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 4.c. until such delivery pursuant to methods (1)-(3) above shall be deemed to have been received pursuant to Subsection 4.c.

b. For a notice, or other communication, under this Agreement to be valid, it must be addressed to the following:

For OCLS:

For the VENDOR:

c. Subject to Subsection 4.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.

5. **Independent Contractor**. VENDOR is and shall remain an independent contractor and not an employee of OCLS. 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.

6. **Subcontractors**.
   a. VENDOR is responsible for all services and work to be performed in connection with this Agreement.
   b. With prior written approval by OCLS, VENDOR may, as appropriate and in compliance with applicable law, subcontract the performance of services set forth in this Agreement, provided however, that VENDOR shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract. VENDOR shall not enter into subcontracts in which OCLS could be held liable to a subcontractor for any expenses or liabilities. VENDOR shall defend and hold OCLS harmless of any liabilities incurred under any of the subcontracts entered into by VENDOR. VENDOR 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.

7. **Representations**.
   a. VENDOR has the necessary and required Federal and State authority to enter into this Agreement with OCLS.
   b. Neither this Agreement nor VENDOR's performance of its obligations hereunder will place VENDOR in breach of any other contract or obligation and will not violate the rights of any third party.

c. VENDOR has all rights, title, and ownership of, in, and to the products, procedures, processes and/or services that VENDOR is delivering and/or providing to OCLS pursuant to this Agreement, and VENDOR has full right and authority to provide and/or deliver the same to OCLS.

8. **Data**. As requested by OCLS, VENDOR agrees to deliver to OCLS at the end of the term of this Agreement, or at any other time OCLS may request, all lists, memoranda, notes, plans, records, hardware, software, and other documentation and data belonging to OCLS, which VENDOR may possess or have under his or her control and which may have been produced prior to and including the date of termination. VENDOR shall also require that all subcontractors or employees agree in writing to be bound by the provisions of this Section 10.

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

10. **Unauthorized Aliens**. OCLS 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 VENDOR or any subcontractor cause for termination of this Agreement.

11. **Employment Verification**.
    a. VENDOR and VENDOR'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 VENDOR or VENDOR's subcontractors during the term of this Agreement.
    b. If the VENDOR enters into a contract with a subcontractor for work to be performed under this Agreement, the subcontractor must provide the VENDOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The VENDOR shall maintain a copy of such affidavit for the duration of this Agreement.
    c. In the event OCLS has a good faith belief that the VENDOR has knowingly violated Subsection 448.09(1) of the Florida Statutes, OCLS will terminate the Agreement.
    d. In the event OCLS has a good faith belief that an entity with which the VENDOR is contracting has knowingly violated Subsection 448.09(1) of the Florida Statutes, but the VENDOR has otherwise complied, OCLS shall notify the VENDOR and order the VENDOR to immediately terminate the contract with the sub-contractor.
    e. The VENDOR is liable for costs incurred by OCLS as a result of the termination of this Agreement or VENDOR'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 VENDOR acknowledges that upon termination of this Agreement by OCLS for a violation of this section by the VENDOR, the VENDOR may not be awarded a public contract for at least one (1) year. The VENDOR further acknowledges that the VENDOR is liable for any additional costs incurred by OCLS as a result of any contract for a violation of this section.

g. The VENDOR 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 VENDOR 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 https://www.e-verify.gov/.

12. **Scrutinized Companies List**.
    a. By executing this Agreement, VENDOR 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, OCLS may immediately terminate this Agreement for cause if VENDOR is found to have submitted a false certification as to the above or if VENDOR 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 OCLS determines that VENDOR has submitted a false certification, OCLS will provide written notice to VENDOR. Unless VENDOR demonstrates in writing, within 90 calendar days of receipt of the notice, that OCLS's determination of false certification was made in error, OCLS shall bring a civil action against VENDOR. If OCLS'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 VENDOR, and VENDOR will be ineligible to bid, submit a proposal for, or enter into or renew a contract with OCLS or a Florida agency or local governmental entity for three years after the date of OCLS's determination of false certification by VENDOR.
    b. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition in this Section 12, this Section 12 shall be null and void without further action of the parties.

13. **Public Entity Crime**. VENDOR affirms that it is aware of the provisions of Subsection 287.133(2)(a) of the Florida Statutes, and that at no time has VENDOR been convicted of a Public Entity Crime. VENDOR 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 OCLS.

14. **Human Trafficking Attestation**. In compliance with Subsection 787.06(13) of the Florida Statutes, the affidavit attached hereto as **Attachment E-1** must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with OCLS or any of its direct support organizations (the "Governmental Entity").

15. **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.

16. **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.

17. **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.

18. **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.

19. **Miscellaneous**.
    a. VENDOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or handicap, national origin, creed, marital status, or veteran's status.
    b. VENDOR shall comply with all applicable Federal, State, and local laws, rules, and regulations.
    c. VENDOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.
    d. VENDOR shall provide a drug-free workplace with any allegation of substance abuse given priority attention and action by management.
    e. VENDOR affirms that it is aware of the provisions of Subsection 287.134(2)(a) of Florida Statutes, and that at no time has VENDOR been placed on the Discriminatory Vendor List.
    f. VENDOR 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. VENDOR shall not use any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency.

Attachment E-1

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:_____