

**TERM CONTRACT FOR LEASED BOOKS PROGRAM  
(RFP-5139-26/LTT)**

**THIS AGREEMENT** is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **NUBRO, INC. DBA BRODART CO**, duly authorized to conduct business in the State of Florida, whose address is 500 Arch St., Williamsport, PA 17701 in this Agreement referred to as “**CONTRACTOR**”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**”.

**W I T N E S S E T H:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified contractor to provide leased books program services for Seminole County; and

**WHEREAS**, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

**WHEREAS**, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

**Section 1. Materials and/or Services.** COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR’s submission in response to this solicitation. Required materials and services will be specifically enumerated,

described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

**Section 2. Term.** This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. This Agreement may also be extended for up to one (1) year upon mutual agreement between the parties. Renewals and extensions are wholly contingent on the availability of funds and shall be subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

**Section 3. Authorization for Materials and/or Services.** Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement.

COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

**Section 4. Time for Completion.** The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

**Section 5. Compensation.** COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

**Section 6. Payment and Billing.**

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the

materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office  
Seminole County Board of County Commissioners  
P.O. Box 8080  
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Seminole County Parks and Recreation  
100 E. 1st Street  
Sanford, FL 32771

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

(f) The COUNTY's performance and obligation to pay under this Agreement is wholly contingent upon the COUNTY's receipt of sufficient appropriations.

### **Section 7. General Terms of Payment and Billing.**

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to

CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

**Section 8. No Waiver by Forbearance.** COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

**Section 9. Termination.**

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for

COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will

be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**Section 10. Conflict with Contract Documents.** Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including bids or proposals previously submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, bid/proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

**Section 11. Equal Opportunity Employment.** CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

**Section 12. No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon

or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

**Section 13. Conflict of Interest.**

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

**Section 14. Assignment.** Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

**Section 15. Subcontractors.** CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

**Section 16. Indemnification of COUNTY.** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners,

officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement. This provision is not to be construed as a waiver by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes, as this statute may be amended from time to time.

**Section 17. Insurance.**

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by CONTRACTOR in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of CONTRACTOR.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then CONTRACTOR shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and CONTRACTOR shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of CONTRACTOR or any other party.

(b) General Requirements.

(1) Before commencing work, CONTRACTOR shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

Seminole County, Florida  
Seminole County Services Building  
1101 East 1st Street  
Sanford, Florida 32771

The Certificate of Insurance must evidence, and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible or retention amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by CONTRACTOR.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and CONTRACTOR as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such is only applicable if the aforementioned policies are required per this Agreement or Exhibit D. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by CONTRACTOR.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies, if required by this Agreement or Exhibit D, must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this Agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes, as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, as this statute may be amended from time to time, must have and

maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes, as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR, at CONTRACTOR's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by CONTRACTOR and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Commercial General Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by

the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting CONTRACTOR's liability under the provisions of Section 16 concerning indemnification or any other provision of this Agreement.

#### **Section 18. Dispute Resolution.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 220.11, "Contract Claims," Seminole County Code of Ordinances.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

**Section 19. Representatives of COUNTY and CONTRACTOR.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day-to-day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

**Section 20. All Prior Agreements Superseded.** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings

applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

**Section 21. Modifications, Amendments, or Alterations.** No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

**Section 22. Independent Contractor.** Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

**Section 23. Employee Status.** Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

**Section 24. Services Not Provided For.** No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

**Section 25. Public Records Law.**

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public

records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

**(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PUBLIC RECORDS COORDINATOR, AT 407-665-7410, PUBLICRECORDS@SEMINOLECOUNTYFL.GOV, 1101 E. FIRST STREET, SANFORD, FLORIDA 32771.**

**Section 26. Governing Law, Jurisdiction, and Venue.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

**Section 27. Compliance with Laws and Regulations.** In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

**Section 28. Patents and Royalties.** Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

**Section 29. Notices.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the

provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

**For COUNTY:**

Seminole County Parks and Recreation.  
100 East 1st Street  
Sanford, FL 32771

**With a copy to:**

Seminole County Purchasing & Contracts Division  
1301 E. Second Street  
Sanford, FL 32771

**For CONTRACTOR:**

Nubro, Inc. dba Brodart Co  
500 Arch St.  
Williamsport, PA 17701

**Section 30. Rights At Law Retained.** The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

**Section 31. Headings and Captions.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

**Section 32. E-Verify System Registration.**

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing

certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit E, to COUNTY.

**Section 33. Foreign Country of Concern Attestation.** When providing services to COUNTY involving access to personally identifiable information, as defined in Section 501.171, Florida Statutes, CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit F. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes.

**Section 34. Anti-Human Trafficking Affidavit.** In accordance with Section 787.06(13), Florida Statutes, CONTRACTOR shall attest under penalty of perjury, that CONTRACTOR does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit attached and incorporated to this Agreement as Exhibit G. Such Affidavit shall be required when executing, renewing or extending a contract.

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

NUBRO, INC. DBA BRODART CO.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_

Lisa Miosi

\_\_\_\_\_  
Print Name

Vice President

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_

Gladys Marrozos, Procurement Administrator

Date: \_\_\_\_\_

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_,  
20\_\_\_, regular meeting.

05/16/2025

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**Attachments:**

- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order
- Exhibit C - Contract Pricing
- Exhibit D - Insurance Requirements
- Exhibit E - Affidavit of E-Verify Requirements Compliance
- Exhibit F - Foreign Country of Concern Attestation
- Exhibit G- Anti-Human Trafficking Affidavit
- Exhibit H- Americans with Disabilities Act Affidavit
- Exhibit I – Method of Approach

## EXHIBIT A

### SCOPE OF WORK

#### **2.1 Overview**

The Seminole County Public Library System (Library) is soliciting proposals from qualified firms to provide a lease plan for new books that offers the most advantageous terms for Seminole County and its residents. The Library is a centrally administered public library system consisting of five (5) full service community branches. These branches serve both unincorporated Seminole County and the municipalities of Altamonte Springs, Casselberry, Lake Mary, Longwood, Oviedo, Sanford, and Winter Springs, providing library services to a population of approximately 450,000 residents.

The Library maintains a reciprocal borrowing agreement with the Lake County Library System, thereby expanding access and resource sharing between the two systems. The Library continues to enjoy strong community support, with approximately seventy percent (70%) of Seminole County residents holding an active library card that has been used within the past three (3) years.

#### **2.2 Purpose**

The purpose of this solicitation is to establish a Leased Books Program that ensures timely access to newly published, high-quality materials. The Program shall encompass the provision, processing, quality assurance, service levels, inventory management, and reporting associated with all leased materials, and all leased books shall be guaranteed against defects in materials and workmanship.

Proposers shall maintain an adequate inventory of in-stock titles in quantities sufficient to meet anticipated demand, with materials delivered within ten (10) business days, or sooner when feasible. Monthly title lists shall include both pre-publication and newly released adult fiction and nonfiction titles representing best-selling and high-demand authors across a range of genres, including biographies, and each monthly selection shall contain no fewer than one hundred (100) annotated adult titles, accompanied by a corresponding list of new and forthcoming titles from which selections may be made.

The proposer shall additionally provide a secure, web-based platform that enables the Library to access monthly title lists, review complete and current bibliographic information, and make selections in an efficient and reliable manner. This platform shall support the Library's evaluation and ordering processes and must be maintained to ensure continuous availability, accuracy, and ease of use for Library staff.

#### **2.3 Vendor/Product Requirements**

##### **A. Service**

- 1) The selected vendor will be responsible for providing leased book services that include selection, acquisition, processing, shipment, and reporting of new materials in accordance with the Library's operational needs.
- 2) All books supplied shall be new, free from defects in materials and workmanship, and guaranteed by the vendor against such defects.

## EXHIBIT A

- 3) The Library reserves the right to select or reject titles from the vendor's monthly list of available publications.
- 4) The vendor must maintain sufficient stock quantities of titles listed in the monthly selection to ensure that books are received by the Library within ten (10) days following the publication date.
  - Changes in publication dates shall be the only acceptable exception to this requirement.
  - The vendor shall promptly notify the Library of any postponements or cancellations issued by publishers.
- 5) The Library shall be entitled to a basic collection representing a level equal to five (5) times the monthly collection allowance.
- 6) Special order titles shall be ready for shipment within forty-eight (48) hours of order placement. The vendor shall be responsible for all shipping costs.
- 7) Orders for bestsellers (as identified by The New York Times and Publishers Weekly) shall be given highest priority and shipped immediately upon availability.
- 8) The vendor shall provide the Library with a copy of each monthly list of new titles and a copy of each order form, preferably via an online ordering system.
- 9) All materials shall be shipped prepaid to the following address unless otherwise directed by the County:

Seminole County Public Library System – Technical Services  
215 N. Oxford Road  
Casselberry, FL 32707
- 10) All materials shall be mailed or shipped according to the Library's instructions. Library reserves the right to change shipping instructions/addresses within 30 days written notice to vendor.
- 11) Delivery of materials must occur during normal business days, Monday through Friday, unless alternative instructions are formally directed by the County.
- 12) Orders are expected to be processed and shipped on a monthly basis to ensure continuous availability of newly released titles.
- 13) The Library anticipates service to operate on a 12-month cycle, with allowances or credits applied per book leased. The proposer shall clearly identify the retail price level at which a title counts as more than one allowance.
- 14) The vendor shall provide the Library with access to monthly lists of new titles, including adult fiction, nonfiction, and large print with annotations. Lists shall be made available to the Library no later than the 15th of the second month preceding publication (e.g., the January list available by November 15).

## **EXHIBIT A**

- 15) In addition to monthly adult lists, vendors shall provide access to Juvenile and Young Adult titles for special ordering. An online ordering system is preferred for all list and order submissions.
- 16) The vendor must provide a service that enables the Library to place orders toll-free or online for bestsellers and other titles, with real time in stock confirmation and immediate allocation of ordered items. The proposal should specify hours of customer service availability and average fulfillment turnaround times.
- 17) All books must be processed to Library specifications, including application of a Mylar book cover and an address label displaying the Library's name, address, and the month and year of publication. (Book pockets are not required.)
- 18) The vendor must demonstrate the ability to supply MARC (machine-readable cataloging) records compatible with the Library's cataloging system.

### **2.4 Retention**

The vendor shall allow the Library to retain twenty percent (20%) of all new volumes shipped during each contract year, transferred at no cost to the Library for addition to its permanent collection.

### **2.5 Returns**

The vendor shall be responsible for all shipping costs associated with the delivery of books to the Library and the return of any books to the vendor, including any associated handling or restocking fees.

### **2.6 Lost Materials**

- A. The vendor shall provide an annual adjustment allowance of at least ten percent (10%) of the Library's total leased book allocation to account for materials lost in circulation, with no charge to the Library.
- B. Any losses exceeding the annual 10% allowance shall be invoiced to the Library at a minimum seventy-five percent (75%) discount from the retail list price. The vendor shall specify the actual discount rate on the Bid Response Form.

### **2.7 Reporting Requirements**

- A. The vendor shall provide monthly book title lists meeting the following specifications:
  - 1) Each list shall include pre-publication and newly published adult fiction and nonfiction titles, including bestselling authors, a range of genres, and biographies.
  - 2) Each list shall contain a minimum of 100 annotated adult titles per month.
  - 3) Sample lists must be submitted with the proposal.
- B. The vendor shall furnish a monthly activity report summarizing all transactions and service activity for the reporting period. Reports shall include, but not be limited to;

## **EXHIBIT A**

- 1) Adjustments for lost materials and replacements
  - 2) Credits for postponed or cancelled titles and
  - 3) Remaining balance available for ordering
- C. A Monthly Status Report shall be provided, detailing:
- 1) Titles ordered
  - 2) Titles shipped
  - 3) Titles not yet published or released and
  - 4) Titles cancelled
- D. Consolidated Monthly Report shall be submitted, summarizing overall ordering activity and inventory movement.
- E. Sample copies of all required reports must be included with the proposal submission.

### **2.8 Transition Plan**

- A. Continuity of Service
- 1) The plan must describe the methods and resources the Vendor will use to ensure uninterrupted service to the Library throughout the transition period, including coordination with any existing service providers.
- B. Current Collection Costs and Buyout
- 1) The plan must include the Vendor's agreement to cover any costs incurred by the Library for the current leased collection volumes.
    - The Vendor shall state the unit price at which the Library may purchase (buy out) the existing collection (suggested rate: \$1.00 per unit).
    - The Vendor shall also specify the number of units the Library would be responsible for either purchasing or returning.
- C. Initial Quota Allowance
- 1) The Vendor shall provide the Library with a complimentary three-month quota (allowance) of leased materials. Titles for this allowance shall be selected by the Library from the Vendor's previous six (6) monthly title lists.
- D. Implementation Timeline
- 1) The Transition Plan must adhere to the following implementation schedule:
    - Day 1: Contract awarded.
    - Day 7: Vendor provides the Library with order lists from the previous six (6) months for selection of free initial inventory.

## **EXHIBIT A**

- Day 30: Vendor begins shipment of materials based on Library selections.
- October 26, 2026: Full monthly service cycle commences.

**EXHIBIT B**

**ORDER NUMBER: 48148**

FLORIDA SALES: 85-8013708974C-0  
 FEDERAL SALES/USE: 59-6000856

**Board of County Commissioners  
 PURCHASE ORDER**

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER	
ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

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**SUBMIT ALL INVOICES TO:  
 AP@seminoleclerk.org  
 Seminole Count Clerk & Comptroller  
 POST OFFICE BOX 8080  
 SANFORD, FL 32772  
 Accts. Payable Inquiries - Phone (407) 665  
 7656**

**ORDER INQUIRIES**

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

<b>THIS ORDER IS SUBJECT TO THE TERMS &amp; CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.</b>		<b>TOTAL AMOUNT</b>	<b>00.00</b>
---------------------------------------------------------------------------------------------------	--	---------------------	--------------

**PURCHASING AND CONTRACT DIVISION**  
 1301 EAST SECOND STREET  
 SANFORD FLORIDA 32771  
 PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

# TERMS AND CONDITIONS

## Terms and Conditions

**1. Acceptance/Entire Agreement.** This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

**2. Inspection.** Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

**3. Packing & Shipping.** Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

**4. Delivery; Risk of Loss.** All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

**5. Delivery of Excess Quantities.** If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

**6. Time is of the Essence.** Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

**7. Warranties.** Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

**8. Indemnification.** To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

**9. Insurance.** Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

**10. Modifications.** PO may be modified or rescinded in writing by County.

**11. Material Safety Data Sheets.** At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

**12. Pricing.** Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

**13. Invoicing & Payment.** After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to [AP@seminoleclerk.org](mailto:AP@seminoleclerk.org) or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

**14. Taxes.** County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

**15. Termination.** County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

**16. Equal Opportunity Employer.** County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

**17. Assignment.** Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

**18. Venue & Applicable Law.** The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

**19. Fiscal Non-Funding.** In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

**20. Public Records.** Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, [PURCH@SEMINOLECOUNTYFL.GOV](mailto:PURCH@SEMINOLECOUNTYFL.GOV), PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

**21. Right to Audit Records.** County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

**22. Severability.** If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

**23. Headings & Captions.** All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

## EXHIBIT C

### CONTRACT PRICING

#### Brodart Co.

Leasing Plan and Allowance System

Description	Unit of Measure	Price/Quantity
New book allowances per month	Per Month	964
New book allowances per year	Per Year	11,568
Allowance Cost	each	\$18.65
Shipping Cost	each	\$0.00
Total Cost	Annually	\$215,743.20
2% Prepayment Discount (within 60 days)	Annually	\$4,314.86
Total Cost (with prepayment discount)	Annually	\$211,428.34

The above figures do not include any applicable taxes. A two percent discount may be deducted for annual prepayment made within sixty days from the invoice date. The annual cost includes our standard McNaughton cataloging and processing options.

#### ALLOWANCE

The Seminole County Public Library will receive full allowance during all months of the contract period.

- One book allowance will be deducted for all books with a publisher list price of \$30 or less.
- Additional allowance will be deducted for higher priced books.
  - For example, two allowance credits will be deducted for books with a publisher list price of \$30.01 through \$40.
  - Each additional \$10 dollar increment equals one additional allowance.
- Approximately 85% of non-large print titles will fall into the \$30 or less allowance range.

#### INVENTORY REDUCTION BY PURCHASE

You can purchase any leased material, regardless of age, from your McNaughton collection for as little as \$1.50 per item. Price is determined by volume, so the more you purchase the better the price.

Purchase:

1 - 50 at \$2.50

51-100 at \$2.00

or 100+ at \$1.50 each.

#### LOST OR STOLEN BOOKS

McNaughton will provide the Seminole County Public Library with a free Lost/Stolen benefit to cover books you cannot recover from circulation. Simply report the number of books lost and we will deduct them, free of charge.

**EXHIBIT D**

**MINIMUM INSURANCE REQUIREMENTS**

**RFP-5139-25/LTT Leased Books Program**

The following insurance requirements and limits of liability are required:

A. Commercial General Liability Insurance:

\$ 1,000,000	Each Occurrence
\$ 2,000,000	General Aggregate
\$ 2,000,000	Products and Completed Operations
\$ 1,000,000	Personal and Advertising Injury

End Exhibit

**EXHIBIT E**

Agreement Name: Leased Books Program

Agreement Number: RFP-5139-25/LTT

**AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE**

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number RFP-5139-25/LTT are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this 6 day of February, 2026.

Brodart Co.  
 Consultant Name  
 By: Lisa Miosi  
 Print/Type Name: Lisa Miosi  
 Title: Vice President

STATE OF Pennsylvania

COUNTY OF Lycoming

Sworn to (or affirmed) and subscribed before me by means of  physical presence OR  online notarization, this 6 day of February, 2026, by Lisa Miosi (Full Name of Affiant).

Commonwealth of Pennsylvania - Notary Seal  
 Jessica Gardner, Notary Public  
 Lycoming County  
 My commission expires May 22, 2026  
 Commission number 1331030  
 Member, Pennsylvania Association of Notaries

Jessica Gardner  
 Print/Type Name Jessica Gardner  
 Notary Public in and for the County  
 and State Aforementioned  
 My commission expires: May 22, 2026

**EXHIBIT F**

**FOREIGN COUNTRY OF CONCERN ATTESTATION  
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a 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.](#)

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 entity.

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

Printed Name: Lisa Miosi

Title: Vice President

Signature: *Lisa Miosi*

Date: 02/05/26

**EXHIBIT G**

**HUMAN TRAFFICKING AFFIDAVIT**

**CONTRACT #** RFP-5139-25/LTT

In compliance with section 787.06, Florida Statutes, the undersigned, on behalf of the Nongovernmental Entity identified herein, hereby declares, under penalty of perjury, that the following facts stated herein are true:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of Brodart Co. ("Nongovernmental Entity") and authorized to provide this affidavit on its behalf.
3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes, as may be amended.
4. This declaration is made pursuant to section 92.525, Florida Statutes. I acknowledge and understand that making a false statement in this declaration may subject me to criminal penalties.

Lisa Miosi  
Signature

2/6/26  
Date

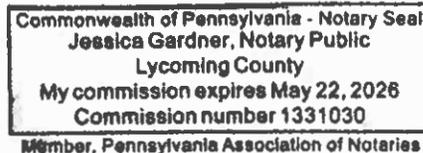
Lisa Miosi, Vice President  
Print Name, Title

STATE OF Pennsylvania  
COUNTY OF Lycoming

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 6 day of February, 2026, by Lisa Miosi, as Vice President, on behalf of the Nongovernmental Entity. They  are personally known to me or  have produced as identification.

(Affix Notary Stamp or Seal)

Jessica Gardner  
Notary Public Signature  
Print, Type or Stamp Name of Notary: Jessica Gardner  
My commission expires: May 20, 2026



**EXHIBIT H**

**AMERICANS WITH DISABILITIES ACT AFFIDAVIT**

The undersigned CONTRACTOR/CONSULTANT swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the COUNTY.

The CONTRACTOR/CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR/CONSULTANT agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR/CONSULTANT or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR/CONSULTANT agrees to hold harmless and indemnify the COUNTY, its agents, officers, or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR/CONSULTANT's acts or omissions in connection with the ADA.

CONTRACTOR: Brodart Co.

Signature: *Lisa Miosi*

Printed Name: Lisa Miosi

Title: Vice President

Date: 2/6/2021

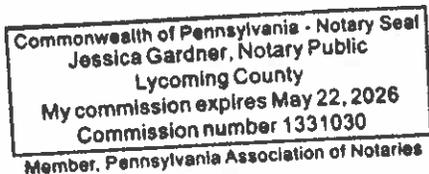
Affix Corporate Seal (if applicable)

STATE OF Pennsylvania

COUNTY OF Lycoming

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 6 day of February, 2026, by Lisa Miosi.

(name of person making statement)



*Jessica Gardner*  
Signature of Notary Public

Jessica Gardner  
Print/Type/Stamp Commissioned Name of Notary Public

X Personally Known OR \_\_\_\_\_ Produced Identification

Type of Identification Produced: \_\_\_\_\_

# EXHIBIT I

## **Method of Approach**

### **Pricing**

#### **A. Leasing Plan and Pricing Structure and Allowance System**

See Exhibit C – Contract Pricing

### **Cataloging and Processing Specifications**

#### **A. Return and Exchange Process**

Brodart provides prepaid labels for the return of leased books. For returns of 200 or more leased books, we schedule a prepaid pick up with a freight company of our choice. Library systems with several branches often find it more convenient to group all books at a central location. We are happy to accept collect freight shipments however we need the library's cooperation in the way books are shipped, so you would simply contact our customer service department to help coordinate returns by this method. All returns are scanned, counted and adjusted from your leased inventory at the time of return.

#### **B. Standard Processing Services**

Each library is given a set of specification forms to determine how they would like to have their books cataloged and processed. Our standard McNaughton service includes a MARC record, barcode label, Mylar jacket, our distinctive McNaughton logo on a green insert which can include library location information, your preferred classification number with genre and cutter on the spine, and the ISBN. There is no additional charge for our standard cataloging and processing services.

For an additional cost we also offer specialized processing including “Hot Off the Press” or “My Lucky Day” inserts, helping libraries merchandise these titles quickly and easily. Additional cataloging options are also available and are described in the “Method of Approach” section.

#### **C. Replacement of Defective Items**

The library has the option of requesting a no charge replacement or receiving allowance credit if the book has been in circulation for less than six months. Our standard replacement policy for defective books or books received damaged is to provide a no charge replacement with a new book for up to six months after receipt, and publisher defects will be replaced with no time limitations.

### **Electronic Capabilities**

#### **A. Online Ordering System**

##### **BIBZ® - ONLINE COLLECTION DEVELOPMENT & ORDERING TOOL**

Bibz® is Brodart’s online collection development and ordering tool. Access to Bibz with unlimited users is offered **free of charge** to the users for the term of this contract. Web-based or on-site training for Bibz is provided at **no charge**.

Through Bibz you can review, select, and order all McNaughton titles. By logging into our secure Web site, you can view your latest monthly lists or search all the McNaughton titles selected for your

plan. Using Bibz’s flexible features, you can search and access relevant titles, build your own lists, select the best items for your collections, and place orders online or through your acquisitions system. Our

## **EXHIBIT I**

enhanced features allow you to customize your display and manage user access and grid ordering. You can conduct simple or advanced searches quickly and easily within Brodart's title database of more than four million records.

McNaughton also provides the library the ability to order trade titles that have not appeared previously on a McNaughton List within the past 18 months. The Library may use BIBZ ® to identify hardbound trade discounted titles that are in stock or available to be backordered from the publisher. The library also can combine "special orders" with titles that have been listed by McNaughton. Libraries can also email our customer care group if there is a title they'd like to order that isn't listed.

### **Bibz – Primary Features**

Bibz is built on data that is specially groomed for libraries. It offers flexibility in searching, selection, list building and ordering. The interface and selection/ordering tools integrate easily into your existing workflow.

#### **1) tem Search/Display:**

- By keyword or exact search for title or series.
- Within a large number of databases and resource lists.
- Access one or many of the following fields as needed.
  - Publication date
  - Review journals, including number of reviews and issue date
  - Title
  - Contributor
  - ISBN/EAN
  - Series
  - Subject
  - Publisher
  - Availability (print and stock status)
  - View Brodart and Publisher Inventory
  - Broad classification
  - Dewey or Library of Congress classification
  - Format (Bind)
  - Descriptors (board book, large type, picture book)
  - Language
  - Print Run
  - Demand level
  - Price
  - User interface images follow

#### **2) Access:**

- Annotations plus full-text reviews from ten journals
- Custom lists provided through the TIPS, FASTips and Collection Builder services
- Specialty lists built for public libraries
- Link to your library's holdings
- MARC on-order records
- Order History to view item status
- Invoices

#### **3) Build:**

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- Your own selection lists and orders
- Selection lists to be shared with others in your library
- Local notes for others in your library to see

### 4) **Manage:**

- All selection lists, including shared and special
- User access, determined by your administrators
- Prevention of duplicates according to your preferences
- Grids—create templates and revise at your convenience

### 5) **Order:**

- With grids reflecting your branch/location codes, collection codes, item types, and funds
- Directly via the Web
- Import records into the library's ILS for EDI ordering
- Access the order history for all of your accounts

## **Additional Bibz Features & Functionality**

- 1) **Sort sequence:** Titles in search results and lists default to Title/Author sequence and can be resorted according to your preference.
- 2) **Duplicate checking:** Bibz provides automatic duplicate checking against all your lists and orders. Icons indicate whether the title is in another list or on a submitted order. In addition, these icons link directly to Duplicate Detail screens. Duplicate check options are also available when adding a title to a list. The user can set the preference for the level of duplicate checking (e.g., do not alert on duplication, check for duplicates in the target list by ISBN, check for duplicates in all lists by ISBN, etc.). In addition to these features, it is also possible to check duplicates for an entire list.
- 3) **Library Holdings Interface:** When viewing your selection lists through Bibz an “H” icon will serve as an indication that the title is in the Library’s public catalog. There are two types of holdings interfaces available in Bibz:
  - **Smart Holdings Interface:** If your Polaris system is Z39.50 enabled, “Smart Holdings” will automatically search every title on your selection list and only display the  icon for ISBNs that have been verified to be in your catalog. Clicking on the Icon will connect you to the title in your online catalog.
  - **Classic Holdings Interface:** If Polaris is not Z39.50 enabled, clicking on the  icon which appears next to every title in Bibz will execute an ISBN search in your catalog and display the title when found.
- 4) **Grid Templates:** Bibz allows predefined grid templates to be applied to a single title or to as many as 100 titles with a single click. These grid templates may have an unlimited number of order lines. Typically, there would be one order line per branch. The order lines can indicate location, collection, item type, and fund information. A single list (aka cart) can contain up to 5,000 items and 50,000 order lines. Bibz Grid Management will allow the library to create an unlimited number of grid templates at **no charge**.
- 5) **Expenditure Reports:** Generate expenditure reports by fund and location.
- 6) **Administrative functions:** Users can be designated as administrative or non-administrative. Administrative users are empowered to:
  - Create and remove users and assign new passwords

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- Grant user access privileges for assignment of accounts/processing profiles, branches, and funds, as well as order submission
  - Create families and assign membership in those families
  - Set grid values and create grid templates, assigning them to specific users
  - System settings allow the interfacing to your Integrated Library System for holdings lookup
- 7) **Brief on-order record options:** Bibz.com provides brief on-order records with item level information through the Download MARC Records function within a list.

Records may be downloaded for orders according to your needs. Save them to your local computer or deliver them to your ILS FTP site. Our flexible MARC mapping tool enables us to customize your on-order bibliographic records and item records. Brodart enters the accounts, processing profiles, and branch locations. The library would control the values that are loaded for the grids for collection codes, item types, and funds. There is not a limit to the number of funds that can be entered.

- 8) **Order History:** Access all of your orders submitted to Brodart, regardless of the order source. A summary is provided indicating item status. Orders may be searched and sorted to provide quick reference of specific details. Each order can be opened to show title level detail with current status information such as shipped, in process, backordered, cancelled, etc.  allows you to download brief MARC records for orders submitted online.

### **B. MARC Records**

#### **Standard McNaughton Cataloging**

Brodart will provide your library with full-level MARC records via FTP or e-mail to be downloaded into your integrated library system. In addition, basic item records with accompanying barcodes can be supplied to assist you in getting materials to your patrons more quickly.

Item records can be mapped to the tag required by your ILS and can include:

- a call number
- a barcode number
- list price
- location code or collection code (constant data)

There is no additional cost for our standard McNaughton cataloging and processing.

#### **Additional MARC Record Services**

Brodart also offers two additional levels of cataloging services – Flex and Compleat.

Both of these cataloging services provide the same base cataloging records as our Standard cataloging records but differ in cataloging methodology and levels of customization. Both of these services are available for an additional charge and are priced according to your local customized specifications. Pricing can be provided upon receipt and analysis of your customized cataloging requirements.

#### **Flex Cataloging and Processing Service**

Flex is a revolutionary line of services that combines the benefits of book-in-hand cataloging with the simplicity and speed of an automated process. Brodart's Flex service employs advanced mapping and formatting capabilities to create MARC records, item holdings records, local call numbers and spine labels formatted to meet local customized requirements.

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Our proprietary processes allow us to address your local practices and customize bibliographic descriptions of your English and Spanish–language material. The array of choices available through Flex results in less work for your library and accelerates your receipt-to-circulation process. Your material will arrive fully cataloged and processed in shelf-ready condition; MARC records with holdings are delivered to the Library via FTP.

### Compleat Cataloging and Processing Service

For customization beyond our automated Flex services, Brodart’s premier Compleat service provides material-in-hand cataloging and processing. One of the primary differences between our Flex and Compleat service is that the Compleat service allows Brodart catalogers to have access to your database via Z39.50 to locate existing cataloging records. When an existing record is located in your database our cataloger can use your existing local call number in the 09X tag to create the call number for the added copy.

Our professional team provides expert service to ensure your library’s specifications are followed down to the smallest detail. This personalized service offers the assistance of a team experienced with customized services to work with your Technical Services Department to profile your local cataloging, classification, processing and account requirements. Your team will include a project manager, a cataloging services librarian and a collection development librarian. There is a \$200,000 annual commitment for our Compleat Service.

### **C. Standard Reports**

Management Reports

#### **Monthly Allowance and Inventory Reports**

Our monthly McNaughton reports outline current activity on your subscription within the previous reporting period. Reports are available electronically via e-mail or FTP.

Allowance Report Sample -

<p>14399456</p>  <p>McNaughton A Division of Brodart Co. 500 Arch Street Williamsport, PA 17701-7809</p> <p>Subscription Id: 12526 Plan Type: ADULT</p>	<p><b>ALLOWANCE STATUS</b></p> <table border="1"><thead><tr><th>DATE</th><th>PAGE</th></tr></thead><tbody><tr><td>05/29/2023</td><td>1</td></tr></tbody></table> <p>Phone: (800) 233-8467 (570) 326-2461 Fax: (800) 999-6799</p>	DATE	PAGE	05/29/2023	1																				
DATE	PAGE																								
05/29/2023	1																								
<p>Allowance carried forward from last report 117</p>																									
<table border="1"><thead><tr><th>Order Date</th><th>Order PO No.</th><th>Qty</th><th>Allowance</th></tr></thead><tbody><tr><td>05/23/23</td><td>MAG823</td><td>62</td><td>-86</td></tr><tr><td colspan="3"></td><td>-----</td></tr><tr><td colspan="3">Order Total</td><td>-86</td></tr><tr><td colspan="3">Cancellation Credits</td><td>0</td></tr><tr><td colspan="3">Adjustments (+/-)</td><td>0</td></tr></tbody></table>		Order Date	Order PO No.	Qty	Allowance	05/23/23	MAG823	62	-86				-----	Order Total			-86	Cancellation Credits			0	Adjustments (+/-)			0
Order Date	Order PO No.	Qty	Allowance																						
05/23/23	MAG823	62	-86																						
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Order Total			-86																						
Cancellation Credits			0																						
Adjustments (+/-)			0																						
<p>Allowance Sub-total -86</p>																									
<p>Annual Book Allowance Accrual 1776</p>																									
<p><b>Balance Available To Order 1807</b></p>																									

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### **D. Custom Reports**

There are no custom reports available with our McNaughton service, however if there is something in particular that the library needs, we may be able to create a report.

### **E. Electronic Support**

Keith Dingler, our Technical Product Support specialist, is available from 8:00 am – 5:00 pm Monday through Friday. Keith can assist with any Bibz and EDI setup and interface questions or problems. He can be reached by calling 800-233-8467, ext. 6568. In addition, John Sommers, our Systems Integration Analyst, is available at ext. 6419. Response time for all Brodart service calls is 24 hours.

### **F. Ordering Non-Listed Materials**

McNaughton provides the library with the ability to order trade titles that have not appeared previously on a McNaughton List within the past 18 months. The Library may use BIBZ ® to identify hardbound trade discounted titles that are in stock or available to be backordered from the publisher. The library can combine “special orders” with titles that have been listed by McNaughton. Libraries can also email our customer care group if there is a title they’d like to order that isn’t listed.

## **Turnaround Time From Release Date**

### **A. Advance Access to Publications**

Brodart most often receives material from publishers before street date. We understand the importance of receiving pre-publication materials at the library prior to street release date. Our policy is to catalog, process and ship books immediately upon receipt from the publisher.

As a result, the library should receive popular titles prior to street date. Please note shipment of pre-published titles is dependent upon when these titles are received at Brodart from the publisher. Because these items arrive at the library on or before the street release date, we ask that our customers have policies in place to ensure that they are not released to the public prior to this date. The street release date will be clearly identified on your packing list.

### **B. Fulfillment and Processing Time**

Our standard service time for McNaughton orders is 2 business days from receipt of the order until shipping. Keep in mind that McNaughton orders are predominantly pre-publication.

### **C. Shelf-Ready Shipment**

Our goal is to always ship materials so that they arrive before street date.

### **D. Shipping Locations**

Brodart has one warehouse in Williamsport, PA. All materials are cataloged, processed and shipped from our Williamsport location. Shipping time to Florida is 3 – 5 business days.

### **E. Carriers and Shipping Duration**

All in-stock titles are shipped within 48 hours. Our standard practice is to use best means freight, which analyzes each package for the most efficient way to send the individual shipment.

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Shipments may be delivered via USPS using bound/printed matter rate, UPS, or FED EX Ground. Shipping time to Florida is 3 – 5 business days depending on the method of shipment.

### **Inventory**

#### **A. Titles Available on hand**

There are currently 2,300 McNaughton titles in stock.

#### **B. Alternate Warehouse Availability**

n/a - Brodart has only one warehouse.

#### **C. Acquisition of Additional Titles**

The average time required to obtain backordered McNaughton titles is approximately 7 – 14 days.

#### **D. Overall Fill Rate**

Brodart's overall fill rate is 98% of available titles.

#### **E. Backorder Rate**

Brodart's overall fill rate is 98% of available titles.

#### **F. Available Book Bindings**

There are currently over 4,500 hardcover titles available from the McNaughton lists.