

RESOLUTION NO. 2019 - 439

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO PIGGYBACK STATE OF FLORIDA CONTRACT NO: 55101500-17-ACS WITH MIDWEST TAPE, LLC FOR THE DURATION OF THE CONTRACT, INCLUDING ANY RENEWALS EXERCISED BY THE STATE FOR PURCHASE OF BOOKS AND NON-PRINT LIBRARY MATERIALS.

RECITALS

WHEREAS, St Johns County (County) seeks to purchase non-print materials such as audiobooks, movies, and music, as well as the Hoopla streaming service for patrons to either check out or access using a mobile device or computer through the St. Johns County Libraries; and

WHEREAS, in accordance with section 302.6.5.4 of the St. Johns County Purchasing Manual, entitled "Piggyback or Cooperative Purchasing", the County is authorized make said purchase subject to the terms and conditions of the State of Florida Contract #55101500-17-ACS ("Contract") with Midwest Tape, LLC; and

WHEREAS, funds for the purchase have been allocated and are available in Library's annual budget; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the Contract; and

WHEREAS, entering into the Contract serves a public purpose.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to piggyback the State of Florida Contract No: 55101500-17-ACS with Midwest Tape, LLC for the duration of the contract, including any renewals exercised by the State, to issue a Purchase Order to Midwest Tape, LLC subject to the terms, provisions, conditions and requirements of the Contract, and to execute required documents to facilitate the authorized purchases. Such purchases shall not exceed the amount allocated and available in the Library's annual budget for said purpose.

Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

3 PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this December day of December, 2019.

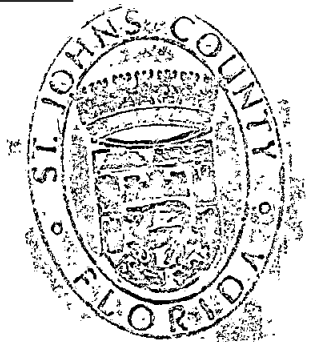
BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

By: Jeb S. Smith  
Jeb S. Smith, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Sam Halterman  
Deputy Clerk

RENDITION DATE 12/5/19



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## Department of Management Services

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### Books and Non-Print Library Materials, and Related Ancillary Services55101500-17-ACS

#### Contract Details

**Effective Period**

08/07/2017 through 05/31/2020

**Contract Type**

Alternate Contract Source

**Contract Information**

- [Contractors](#)
- [Pricing](#)
- [How to Use This Contract](#) (222.82 KB)

**Contract Documents**

[Participating Addenda](#)  
[Master Agreements](#)

**Contract Administration**

- [Frank Miller](#)
- (850) 488-8855
- [Frank.Miller2@dms.myflorida.com](mailto:Frank.Miller2@dms.myflorida.com)

**Commodity Codes**

Please refer to "How to Use This Contract" in the Contract Information section above.

#### Description

This award covers Books and Non-Print Library Materials and Related Ancillary Services. Types of Books included are Trade, Non-Trade, Scientific, Technical, Law, Text Books, Reference, Encyclopedias, Handbooks, University Press Publications, Society or Association Publications, Foreign Publications and Out of Print Books. Non-Print items include: abridged and unabridged audio books on tape, CD/DVD and MP3/MP4 format; non-subscription based eBooks; microfilm; microfiche; micro cards; microprint; filmstrips; slides; DVD and Blu-ray (i.e. motion pictures, videos); audio cassettes; compact discs; laser discs; CD-ROMs (no online services); microcomputer software (educational); maps/globes/atlasses/charts; video games; sheet music/scores; and audio visual materials.

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## Department of Management Services

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### Books and Non-Print Library Materials, and Related Ancillary Services55101500-17-ACS

Contractors

#### Contractor List

Name	CBE Code	Florida Climate Friendly Preferred Products	Recycled Products	Utilizes Authorized Resellers	Coverage Area
<a href="#">Baker and Taylor, LLC.</a>	A - Non-Minority	No	No	No	Statewide
<a href="#">Barnes and Noble Booksellers, Inc.</a>	A - Non-Minority	No	No	No	Statewide
<a href="#">Baum and Bealieu Associates, Inc.</a>	D - Minority Business, Federal	No	No	No	Statewide
<a href="#">Brodart Company</a>	A - Non-Minority	No	No	No	Statewide
<a href="#">Cengage Learning, Inc.</a>	A - Non-Minority	No	No	No	Statewide
<a href="#">Central Programs Inc. dba Gumdrop Books</a>	A - Non-Minority	No	No	No	Statewide
<a href="#">Children's Plus, Inc.</a>	A - Non-Minority	No	No	No	Statewide
<a href="#">Coughlan Companies dba Capstone, Capstone Classroom</a>	A - Non-Minority	No	No	No	Statewide
<a href="#">Delaney Educational Enterprises, Inc.</a>	A - Non-Minority	No	No	No	Statewide
<a href="#">Findaway</a>	A - Non-Minority	No	No	No	Statewide
<a href="#">Follett School Solutions, Inc.</a>	A - Non-Minority	No	No	No	Statewide
<a href="#">Grey House Publishing, Inc.</a>	A - Non-Minority	No	No	No	Statewide
<a href="#">Library Sales, Inc. dba SEBCO Books</a>	A - Non-Minority	No	No	No	Statewide
<a href="#">Midwest Library Service</a>	A - Non-Minority	No	No	No	Statewide
<a href="#">Midwest Tape, LLC</a>	A - Non-Minority	No	No	No	Statewide
	A - Non-Minority	No	No	No	Statewide

LOT 1 - IN-PRINT PUBLICATIONS

	Item 1	Item 2	Item 3	Item 4	Item 5	Item 6	Item 7	Item 8	Item 9	Item 10	Item 11	Item 12	Item 13	Item 14	Item 15	Item 16	Item 17 a	Item 17 b	Item 17 c	Item 18
	Trade	Non-Trade	Scientific/Medical	Technical	Law	Business/Economic/Financial	Social/Behavioral/Humanities	Governmental	Text Books	Reference/Encyclopedia	Braille	Handbooks	University Press Publications	Society or Association Publications	Foreign Publications	Out of Print Books	Other	Other	Other	Net Handling Charge
<b>A. CLOTH BINDING</b>																				
Discount per copy	30.00%	2.55%	11.00%	19.00%	13.00%	15%	15%	10%	10%	10%	0.00%	15%	13.00%	12%	0.00%	0.00%				\$0.00-\$19.00
Volume Pricing Price Breaks for Single Title	40.00%	10.15%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				\$0.00-\$19.00
	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				
<b>B. LIBRARY BINDING</b>																				
Discount per copy	30.00%	1.15%	13%	13%	15%	15%	15%	10%	10%	10%	0.00%	15%	13.00%	12%	0.00%	0.00%				\$0.00-\$19.00
Volume Pricing Price Breaks for Single Title	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				
	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				
<b>C. PAPERBACKS, QUALITY</b>																				
Discount per copy	30.00%	7.15%	13.00%	19.00%	13%	15%	15%	10%	10%	10%	0.00%	15%	13.00%	12%	0.00%	0.00%				\$0.00-\$19.00
Volume Pricing Price Breaks for Single Title	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				
	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				
<b>D. PAPERBACKS, MASS MARKET</b>																				
Discount per copy	10.15%	2.15%	13%	13%	15%	15%	15%	10%	10%	10%	0.00%	15%	13.00%	12%	0.00%	0.00%				\$0.00-\$19.00
Volume Pricing Price Breaks for Single Title	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				
	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				
<b>E. PREDOMINANT HARDBACKS</b>																				
Discount per copy	15%	15%	13%	13%	13%	13%	13%	10%	10%	10%	0.00%	15%	13%	12%	0.00%	0.00%				\$0.00-\$19.00
Volume Pricing Price Breaks for Single Title	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				
	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				

Additional Information:  
 Contact your vendor for handling charge; however for a limited number of titles there is a handling charge of \$5.50 (minimum) and \$18.00 (maximum). Multi-volume minimum is \$5.95 with a maximum of \$19.00. Contact your vendor for details.

Service	Amount Charged	Description
Catalog Kits	\$0.90	Catalog Card Set
Cataloging & Processing (including shelf-ready books)	\$5.20	includes MARC record; barcode, spine/pocket label set; property stamp; label protector
Machine Readable Cataloging (MARC) Records	\$0.75	Full MARC records provided at time of order fulfillment
Rebinding of Paperbacks	\$5.85	Clear Cover; Other binding types available are Photo Cover & Textmount
Customized Reports	\$0.00	no charge
Bibliographic Records	\$0.00	No charge for provisional brief bib records to load in acq system for order creation
Security Tape	\$0.45	Tattle-Tape
Barcode Label	\$0.35	Label supplied by library; placement per label \$0.35
Other: Mylar Jacket cover	\$0.95	
Other: Kapco Easy Covers	\$2.00-3.15	price depends on the size of the book
Other: Kapco EasyBind Reinforced hinge	\$0.55-0.75	price depends on the size of the book
Other: Spine/Pocket Label Set	\$0.60	applied or unapplied; label protector applied over spine label \$0.25
Other: InterACQ Web access	NO CHARGE	including new title notification and bibliographic order record service

**Additional Information**  
 All of our processing options are available à la carte. There is no minimum number of options required.



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

state purchasing

We serve those who serve Florida.

**Alternate Contract Source (ACS)**

**No. 55101500-ACS-17-1**

**For**

**Books and Non-Print Library Materials, and Related Ancillary Services**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and Midwest Tape, LLC (Contractor), collectively referred to herein as the "Parties."

The Department is authorized by subsection 287.042(16), Florida Statutes, "to evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost-effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract."

The State of New York competitively procured Books and Non-Print Library Materials and Related Ancillary Services, and signed contract number 22868 with the Contractor, attached hereto as Exhibit C (Master Agreement). ~~The Master Agreement is effective June 1, 2015, and terminates on May 31, 2020. Renewal options are available.~~

The Department evaluated the Master Agreement, and hereby acknowledges that use of the Master Agreement as an alternative source contract is cost-effective and in the best interest of the State.

Accordingly, the Parties agree as follows:

**1. Term and Effective Date.**

The initial term of this Contract will become effective on June 1, 2017 or on the date the document is signed by all Parties, whichever is later, consistent with the Master Agreement, unless terminated earlier in accordance with the General Contract Conditions.

Alternate Contract Source No. 55101500-ACS-17-1  
For  
Books and Non-Print Library Materials, and Related Ancillary Services

**5. Primary Contacts.**

Department's Contract Manager:  
Jennifer Hyatt  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 360  
Tallahassee, Florida 32399-0950  
Telephone: (850) 488-8366  
Email: jennifer.hyatt@dms.myflorida.com

Contractor's Contract Manager:  
Jeff Jankowski, Vice President, Midwest Tape, LLC; 800-875-2785;  
jjankowski@midwesttape.com  
1417 Timberwolf Drive, Holland, Ohio 43528  
Janet Timm, Bid Specialist (Contract Assistant to Mr. Jankowski), Midwest Tape, LLC;  
800-875-2785; jtimmm@midwesttape.com  
1417 Timberwolf Drive, Holland, Ohio 43528

**6. Warranty of Authority**

Each person signing this document warrants that he or she is duly authorized to do so and to bind the respective party.

**7. Entire Agreement of the Parties**

This document and the attached exhibits constitute the ACS and the entire understanding of the parties. Any amendments hereto must be in writing and signed by the parties.

IN WITNESS THEREOF, the Parties hereto have caused this agreement, which includes the attached and incorporated Exhibits, to be executed by their undersigned officials as duly authorized. This agreement is not valid and binding until signed and dated by the Parties.

CONTRACTOR



Jeff Jankowski, Vice President

August 29, 2017

Date

STATE OF FLORIDA,  
DEPARTMENT OF  
MANAGEMENT SERVICES

Rosalyn Ingram, State Purchasing Director

Date

# GENERAL CONTRACT CONDITIONS

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**These General Contract Conditions supersede and replace in their entirety all General Contract Conditions, Form PUR 1000, which is incorporated by reference in Rule 60A-1.002, Florida Administrative Code (F.A.C.)**

## **SECTION 1. DEFINITIONS.**

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes, (F.S.) and Rule Chapter 60A-1, F.A.C.:

### **1.1 Customer.**

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

## **SECTION 2. CONTRACT TERM AND TERMINATION.**

### **2.1 Initial Term.**

The initial term will begin on the date set forth in the Contract or on the date the Contract is signed by all Parties, whichever is later.



(b) Preferred Pricing. Consistent with the goals of section 216.0113, F.S., Contractor acknowledges and recognizes that the Department wants to take advantage of any improvements in pricing over the course of the Contract period. To that end, the pricing indicated in this Contract is a maximum guarantee under the terms of this clause. Contractor's pricing will not exceed, on an aggregate basis, the pricing offered under comparable contracts for public entities. Comparable contracts are those which are similar in size, scope and terms. The Contractor shall submit to the Department a completed Preferred Pricing affidavit form annually.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor must submit documentation identifying the proposed (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

**3.3 Payment Invoicing.**

The Contractor will be paid upon submission of properly certified invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain detail sufficient for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

**3.4 Purchase Order.**

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract. The Contractor must provide commodities or contractual services pursuant to purchase orders. The purchase order period of performance survives the expiration of the Contract. The duration of purchase orders must not exceed the expiration of the Contract by more than 12 months.

**3.5 Travel.**

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing, and may be reimbursed only in accordance with section 112.061, F.S.

**3.6 Annual Appropriation.**

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

**3.7 Transaction Fees.**

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees, when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Customer purchasing under the Contract.

**4.6 RESPECT.**

Subject to the agency determination provided for in Section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the commodities or contractual services it offers is available at <http://www.respectofflorida.org>.

**4.7 PRIDE.**

Subject to the agency determination provided for in Sections 946.515 and 287.042(1), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <http://www.pride-enterprises.org>.

**SECTION 5. COMPLIANCE WITH LAWS.**

**5.1 Conduct of Business.**

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with Section 274A of the Immigration and Nationality Act, the Americans with

type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

**5.7 Inspection.**

Section 215.422, F.S., provides that agencies have five working days to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense.

**SECTION 6. MISCELLANEOUS.**

**6.1 Notice of Legal Actions.**

The Contractor must notify the Department of any legal actions filed against it for a violation of any laws, rules, codes, ordinances or licensing requirements within 30 days of the action being filed. The Contractor must notify the Department of any legal actions filed against it for a breach of a contract of similar size and scope to this Contract within 30 days of the action being filed. Failure to notify the Department of a legal action within 30 days of the action will be grounds for termination for cause of the Contract.

**6.2 Subcontractors.**

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all subcontracted work. The Department supports diversity in its procurements and contracts, and requests that Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com) for information on certified small business enterprises available for subcontracting opportunities.

**6.3 Assignment.**

The Contractor will not sell, assign or transfer any of its rights, duties or obligations under the Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract. The Department may assign the Contract to another state agency.

**6.4 Independent Contractor.**

The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department and are not entitled to the benefits of State of

**6.10 Modification and Severability.**

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

**6.11 Shipping.**

Price shall include all customs duties and charges and shall be net, F.O.B. destination, any point in Florida and shall include inside delivery inside doors of Authorized User's receiving platform. No additional shipping charges will be allowed, EXCEPT for foreign publications shipped directly to the Authorized User from an address outside the continent of North America. Contractor shall provide Authorized User with a written quote ahead of time for any additional shipping charges for foreign publications. Foreign shipping costs shall be prepaid by the Contractor and all such orders shall be shipped on an F.O.B. destination basis by the most economical method. There shall be no increase in Contract prices for freight, shipping (foreign shipments excepted as noted above), fuel surcharges, FPT (Freight Pass Through), etc.

**SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION**

**7.1 Workers' Compensation Insurance.**

To the extent required by law, the Contractor must be self-insured against, or must secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project, and in case any work is subcontracted, the Contractor must require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the Contractor's insurance program. Self-insurance or insurance coverage must comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract or purchase order and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor must provide, and cause each subcontractor to provide adequate insurance satisfactory to the Department for the protection of employees not otherwise protected.

**7.2 General Liability Insurance**

The Contractor must secure and maintain Commercial General Liability Insurance including bodily injury, property damage, product-liability, personal & advertising injury and completed operations. This insurance must provide coverage for all claims that may arise from the services, and operations completed under the Contract and any resulting contract or purchase order, whether such services or operations are by the Contractor or anyone directly or indirectly employed by them. Such insurance must include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional Named Insured for the entire length of the Contract and any resulting contract or purchase order. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the Contract and any resulting contract or purchase order.

For Books and Non-Print Library Materials, and Related Ancillary Services

If, under a resulting contract or purchase order, the Contractor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, Florida Statutes. The Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service;

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if the contractor does not transfer the records to the public agency;

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

**(e) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

**8.2 Protection of Trade Secrets or Confidential Information.**

If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as "confidential" when submitted to the Department.

If the Department receives a public records request for contract-related materials designated by the Contractor as "confidential," the Department will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related materials designated as "confidential," the Department will notify the Contractor. The Contractor will be responsible for responding

Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

**9.2 Warranty of Security.**

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida Data to be sent by any medium, transmitted or accessed outside of the United States.

Notwithstanding any provision of this Contract to the contrary, the Contractor must notify the Department as soon as possible, in accordance with the requirements of section 501.171, F.S., and in all events within one (1) business day in the event Contractor discovers any Data is breached, any unauthorized access of Data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of Data or any credible allegation or suspicion of a material violation of the above. This notification is required whether the event affects one agency/customer or the entire population. The notification must be clear and conspicuous and include a description of the following:

- (a) The incident in general terms.
- (b) The type of information that was subject to the unauthorized access and acquisition.
- (c) The type and number of entities who were, or potentially have been affected by the breach.
- (d) The actions taken by the Contractor to protect the Data from further unauthorized access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

**9.3 Remedial Measures.**

Upon becoming aware of an alleged security breach, Contractor's Contract Manager must set up a conference call with the Department's Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a 30 minute notice will be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call will be scheduled. All available information must be shared on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Department with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business hours, the Contractor must notify the Department's Contract Manager and in all events, within one business day.

**9.4 Indemnification (Breach of Warranty of Security).**

The Contractor agrees to defend, indemnify and hold harmless the Department, Customer, the State of Florida, its officers, directors and employees for any claims, suits or proceedings related to a breach of the Warranty of Security. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two year period of time following the breach.

**9.5 Annual Certification.**

**11.4 Liquidated Damages.**

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department or Customer and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department or Customer's delay.

The Contractor acknowledges that untimely performance or other material noncompliance will damage the Department or Customer, but by their nature such damages may be difficult to ascertain. Accordingly, any liquidated damages provisions stated in the solicitation will apply to this Contract. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

**11.5 Force Majeure, Notice of Delay, and No Damages for Delay.**

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department or Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within 10 days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department or Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department or Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department or Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the

new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five days of Contract execution. The link to E-Verify is provided below. <http://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five days to the Contract Manager identifying the new hire with its E-Verify case number.

### **13.3 Disqualifying Offenses.**

If at any time it is determined that a person has a criminal misdemeanor or felony record regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) within the last six years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida Data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related or information technology crimes
- (b) Fraudulent practices, false pretenses and frauds, and credit card crimes
- (c) Forgery and counterfeiting
- (d) Violations involving checks and drafts
- (e) Misuse of medical or personnel records
- (f) Felony theft

### **13.4 Communications and Confidentiality.**

The Contractor agrees that it will make no statements, press releases, or publicity releases concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, or any particulars thereof, during the period of the Contract, without first notifying the Department's Contract Manager or the Department designated contact person and securing prior written consent. The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and commodities provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.



MISC 20-42

REQUEST FOR APPROVAL  
ST JOHNS COUNTY PURCHASING

SUBJECT: Midwest Tape, LLC Audio/Visual Materials and Hoopla Database Renewal

SUGGESTED VENDOR: Midwest Tape, LLC

ESTIMATE: \$120,000.00

REASON FOR REQUEST:

- A.  Standardization
- B.  Spare Parts
- C.  Replacement Parts

- D.  Only Known Supplier
- E.  Delay of Construction Contractor
- F.  Environmental Urgency

PURCHASING POLICY NUMBER:

- G.  Public Safety Emergency
- H.  Time Restriction
- I.  Other

BUDGET ACCOUNT NO/DESCRIPTION:

0078-55204

BUDGETED AMOUNT: \$22,000.00

0078-55206

BUDGETED AMOUNT: \$96,000.00

0078-55208

BUDGETED AMOUNT: \$2,000.00

This is money for the purchase of movies, music, and audiobooks from Midwest Tape. This also includes the estimated total cost for the renewal of the library's Hoopla streaming service. This vendor has a contract with the state for books and non-print library materials, contract # 55101500-17-ACS.

REQUISITIONER: Keith Dembek, Acquisitions Librarian

DATE: 10/10/19

DEPT. MANAGER: Jae Bass, Technical Services Manager

DATE: 10/11/19

DIVISION MANAGER: Debra Rhodes Gibson, Library Director

DATE: 10-16-19

PURCHASING REVIEW

- DISPOSITION:
- A.  Concurs with Request
  - B.  Does not concur with Request
  - C.  Requires approval(s) as listed below

COMMENTS: Requires BOCC approval to piggyback state contract for duration, as annual costs exceed \$100K. With BOCC approval, POs will be issued thru duration of state contract

BUYER:

DATE:

PURCHASING MANAGER:

DATE: 11/4/19

MANAGEMENT REVIEW

- DISPOSITION:
- A.  Concurs with Request
  - B.  Does not concur with Request

COMMENTS:

\_\_\_\_ Darrell Locklear, Assistant County Administrator

DATE:

\_\_\_\_ Joy Andrews, Assistant County Administrator

DATE:

\_\_\_\_ Michael D. Wanchick, County Administrator

DATE:

(Use reverse side for additional comments)  
Return to Purchasing when completed.

Revised 04/05/07