

SCHOOL DISTRICT OF OKALOOSA COUNTY
Purchasing Department



NOTICE OF INTENT TO PURCHASE SOLE SOURCE

FILE REFERENCE #: SS 24-09 Home Builders Institute
DATE/TIME OF INITIAL POSTING: 4/26/24, 12:30PM CT
DATE/TIME POSTING REMOVED: 5/7/24, 12:30PM CT

The products and/or services listed on the attached page(s) are believed to be of a unique or proprietary nature and therefore only available from one source. If you believe you have a "like" product or service to offer, please submit your complete cost proposal including descriptive literature and detailed technical specifications by email to the attention of the buyer listed below. If you prefer you may mail your proposal to the buyer at:

Okaloosa County School District
Attn: Purchasing Department
120 Lowery Place SE
Fort Walton Beach, FL 32548
Buyer: Vince Windham
Buyer's Email: windhamv@okaloosaschools.com
Phone: (850) 833-7668

This notice was posted on 4/26/24. All proposals must be received by the buyer no later than 12:30PM CT on 5/7/24. Proposals received after this deadline will not be considered.

Thank you for your interest in Okaloosa County Schools.

STATEMENT OF WORK

HOME BUILDERS INSTITUTE ONLINE EDUCATION SERVICES AT THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA

THIS STATEMENT OF WORK (“SOW”), adopts and incorporates by reference the terms and conditions of the Agreement with an effective date of September 19, 2023 through September 18, 2024 , by and between Home Builders Institute, a Washington District of Columbia 501(c)(3) non-profit organization located at 1201 15th Street NW, Sixth Floor, Washington, D.C. 20005 (hereinafter “HBI”) and The School Board of Okaloosa County, Florida, located at 202 A HWY 85 North, Niceville, Florida, 32578 (hereinafter “OCPS”). HBI and OCPS are alternatively referred to herein individually as a “Party” and collectively as the “Parties.” Any capitalized terms used herein and not defined shall have the same meaning as in the Agreement. This SOW is effective as of September 19, 2023 (“SOW Effective Date”) and will remain in effect until September 18, 2024, unless earlier terminated in accordance with the Agreement. Transactions under this SOW will be conducted in accordance with and shall be subject to the term and conditions of the Agreement. In the event there is a conflict of any terms of this SOW and the terms of the Agreement, the terms and conditions of the Agreement shall prevail.

- 1. PACT LICENSE AGREEMENT SCOPE OF WORK.** For purpose of this SOW, PACT LICENSE AGREEMENT (“License”) means that HBI operates various programs which are designed to train individuals in various crafts in the construction industry.
 - a. HBI offers a program to prospective employees in the construction industry (“Students”) known as the Pre-Apprenticeship Certificate Training (“PACT Program”) in which, among other things, HBI provides an Instructor Guide (“Guide”) and a Student Workbook (“Workbook”) and access to the Instructor and Student HBI Learning Management System accounts (“LMS”), CTETechWorks (hbi.litmos.com), and other Instructor Resources to assist in training Students to qualify for the PACT Assessment and issue the PACT Certificate, an industry-recognized credential accepted by the U.S. Department of Labor and sponsored by the National Association of Home Builders issued by HBI (“Assessment”) which qualifies Students to obtain employment in the construction industry throughout the United States.
 - b. OCPS desires to offer the PACT Program to Students in its geographic area which, among other things, requires HBI to train and certify (“PACT Instructor Certification”) the instructors (“Instructors”) employed by OCPS to offer the PACT Program.
 - c. HBI has caused the Guide, Workbook and LMS content to be copyrighted and the names and brands utilized by HBI to be trademarked.
 - d. Subject to the terms of this SOW and License, HBI authorizes OCPS to offer the PACT Program and utilize the Guide, Workbook, LMS and Instructor Resources. In addition, HBI (or its designee) will certify Instructors identified below by OCPS, which are reasonably acceptable to HBI.
 - i. Fort Walton Beach High School
 - ii. Crestview High School
 - iii. Laurel Hill High School
 - iv. Baker School
 - v. Choctaw High School
 - vi. Pryor Middle School
 - vii. Bruner Middle School

- e. OCPS agrees to adhere to all federal, state, and local laws and regulations concerning work site and OSHA safety laws and regulations, workers compensation, discrimination in the workplace and all other relevant requirements while using HBI training materials under this SOW and License.
2. **TOOLS AND MATERIALS.** HBI shall furnish to OCPS a printed Workbook and a printed Guide together with access to the Learning Management System and other online Instructor Resources. During the Term of a current License, OCPS will have access to any new or updated PACT materials at no additional cost. All tools, materials, equipment and supplies necessary to offer the PACT Program, including, without limitation, copies of the Workbook, construction materials and building sites remain the responsibility and cost of OCPS.
3. **USE AND DISTRIBUTION OF MATERIALS.** During the Term, OCPS shall be permitted to purchase additional copies and distribute the Guide and associated material solely to HBI approved Instructors, and the Workbook solely to HBI PACT-enrolled Students within the OCPS's direct organization. OCPS shall not offer, provide, or distribute electronic, digital, or computer access (whether on the internet, or any other means) to the Guide, LMS, Workbook, or any other materials provided by HBI (collectively, "HBI Materials") to any third party without prior written request to and approval from HBI. OCPS promotional materials must prominently display the HBI logo and the HBI and PACT trademark(s). Any removal, disguise, or modification of the HBI trademark or HBI copyright notice shall be a violation of this License in addition to applicable law. OCPS shall not provide any HBI Materials to non-approved Instructors or Students, or any unauthorized third parties. Upon termination of this License or upon HBI's request, OCPS shall promptly return all HBI Materials, in accordance with the terms herein.
4. **STUDENT ASSESSMENTS.** The method for students to earn certification from HBI is managed through the LMS, through a combination of a standardized assessment and an instructor-led performance-based evaluation. Therefore, fees are associated with successful assessment completion and instructor evaluation. Assessments are available for pre-purchase and expire one year from date of purchase. Any additional assessments utilized will be invoiced by HBI.
5. **VIOLATION OF COPYRIGHT.** OCPS shall not copy the Guide or any content in the LMS under any circumstances. Subject to HBI's right to demand return of all HBI Materials, OCPS may keep the Workbook and allow Students to retain the Workbook and related materials for their own personal use.
6. **CO-BRANDING.** Any materials produced by OCPS to promote HBI and/or the PACT Curriculum or PACT Program shall contain the co-branded lockup logo. The co-branded logo shall include the OCPS logo in a horizontal or vertical lockup format with the HBI registered mark logo as shown in the HBI Branding Guidelines. The lockup logo must be used in accordance with the HBI Branding Guidelines. The guideline rules outlined in the HBI Branding Guidelines shall govern the use of the lockup logo, including but not limited to the following:
 - a. the default logo is the full color HBI/PACT logo with the OCPS logo, which shall be used in full color; the default HBI logo shall be illustrated on a white background when available or used as a black or white HBI logo with no distracting background designs;
 - b. the two logos should be optically equal in size; when the logos are locked up, they shall be separated by four centimeters vertically or horizontally with the vertical and horizontal pipeline.

- c. The OCPS must follow the HBI Branding Guidelines for other questions concerning use of the HBI/PACT and OCPS lockup logo. HBI retains the right to inspect any materials produced by OCPS that include the HBI logo, HBI trademark, PACT trademark, or lockup logo and to reject the use of such materials at its discretion. In addition, HBI may use the OCPS name and/or logo for promotional purposes.
 - d. Any variation must be approved in writing by HBI.
7. **INSTRUCTORS.** OCPS shall select people which have at least five (5) years of construction trade experience to be candidates to be Instructors. Only OCPS employees who have received PACT Instructor Certification from HBI shall be considered Instructors and authorized to have students complete Assessments and issue Certificates. In order to retain PACT Instructor Certification, the PACT Instructor must teach one complete PACT class and certify at least one student during the Contract dates of this agreement. Failure to comply with above provision will result in expiration of PACT Instructor Certification and will require re-certification. OCPS is responsible for notifying HBI in a timely manner of any changes in primary points of contact, accounts payable contacts, Instructors, or other direct employees with access to the LMS. Failure to do so may negatively impact access to LMS. Please refer to appropriate HBI staff for costs and conditions for additional Instructor training.
8. **BOOKS AND RECORDS.** OCPS shall give HBI complete access to all records and materials generated by the OCPS in the presentation of the PACT Program, including without limitation, enrollment information and evaluations of Students participating in the PACT Program. The information maintained by OCPS in connection with the PACT Program shall be true and correct. OCPS and Instructors shall follow the curriculum established in the PACT Program, and utilize the LMS to register, evaluate, assess, and certify students as directed by HBI. HBI shall have the right to observe Instructors as they present the PACT Program. OCPS shall, during the Term, maintain PACT Program skill achievement records sufficient to document Student competency along with other records that OCPS uses for documentation of construction training related to the PACT Program. HBI, or its designated agent, shall have the right, during normal business hours during the Term and for a period of three (3) years after the expiration or termination of the Term, to inspect, review, or audit such books and records of OCPS. OCPS shall give HBI access to the presentations of the PACT Program and the books and records produced by Students, Instructors and OCPS in the PACT Program during normal business hours. OCPS shall notify HBI immediately, but, in any event, within 48 hours of receipt of any complaint concerning the actions of any Instructor, the materials or the PACT Program and shall provide all relevant details.
9. **REPORTING.** HBI may request additional or supplemental information related to student enrollment, progress, and certifications for information not contained within the LMS. HBI does require Student first and last name but will not require additional personal identifying information, except were permitted by OCPS.

NO SOLICITATION. HBI and OCPS shall be independent contractors. OCPS shall not employ any person who is, or has been within the preceding year, an employee of HBI. Similarly, HBI shall not employ any person who is, or within the preceding year been, an employee of OCPS. HBI and OCPS shall each maintain separate business operations, books, and records. HBI shall have no right to act on behalf of or bind OCPS in any manner. OCPS shall have no right to act on behalf of or bind HBI in any manner. During the Term, and thereafter, HBI may provide the PACT Program to other persons, organizations, and

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Florida

firms. Neither HBI nor OCPS shall, either directly or indirectly, through any person, entity, or by any other means (i) induce or attempt to induce any employee of the other party to leave the employ of the party or in any way interfere with the relationship between the party and any employee thereof, or (ii) hire any person who was an employee of the other party at any time during the Term or within one (1) year after the end of the Term.

- 10. CONFIDENTIALITY.** OCPS will hold in confidence all documents, records, materials and all other information it receives from HBI in connection with the PACT Program (whether received before or after the date of this License), including the Guide and Workbook, provided, however, OCPS shall be permitted to provide the Workbook to Students in hardcopy only. At the request of HBI, OCPS, except as provided herein, shall return to HBI all copies of nonpublic documents and materials that have been furnished to OCPS, including the Guide and Workbook, (“Confidential Materials”). Confidential Materials shall not be communicated, distributed, or provided to any third party. The obligation of OCPS to treat Confidential Materials in confidence shall not apply to any information which (i) is or becomes available to OCPS from a source other than HBI, (ii) is or becomes available to the public other than as a result of disclosure by OCPS or its agents, or (iii) is required to be disclosed under applicable law or judicial process, but only to the extent it must be disclosed. Notwithstanding the foregoing, in the event that OCPS is required to disclose any Confidential Materials or information by applicable law, judicial process or rule of governmental agency, it is agreed that OCPS shall provide HBI with prior notice of such requirement and HBI may seek an appropriate protective order if it so desires.
- 11. TERMINATION.** If either party defaults in the performance of, or compliance with, any term or condition of this License, the other party may terminate this License. The non-defaulting party shall give the defaulting party prompt written notice of any default under this License and termination of this License shall be effective thirty (30) days from the date the non-defaulting party sends such notice, unless, within thirty (30) days of the date notice is sent, the defaulting party has corrected or cured the default or if the non-defaulting party is satisfied that the defaulting party has taken appropriate action likely to affect such correction within a reasonable time, in the sole discretion of the non-defaulting party. The non-defaulting party may, at its option, terminate this License including, without limitation, all the rights hereunder. Upon termination by HBI, OCPS shall remain obligated to pay any and all amounts due hereunder to HBI, including, without limitation, the remaining installments of the Assessment or License Fees, and shall return to HBI all materials in accordance with the terms hereof.
- 12. GOVERNING LAW.** This License shall be construed in accordance with and governed by the laws of the State of Florida without reference to principles of conflict of laws.
- 13. COUNTERPARTS.** This License may be executed in counterparts, all of which taken together shall constitute one agreement binding on all the parties, notwithstanding that all the parties are not signatories to the original or the same counterpart. The parties shall become bound by this License only when all parties have executed a counterpart of this License.
- 14. EXPENSES.** Each party hereto will pay all costs and expenses incident to its negotiation and preparation of this License and to its performance and compliance with all agreements and conditions

contained herein on its part to be performed or complied with, including the fees, expenses and disbursements of its counsel and accountants.

15. ENTIRE AGREEMENT. This License shall constitute the entire agreement between the Parties with respect to the limited subject matter specified herein and may not be modified or amended other than by a written instrument executed by both Parties. This License supersedes all prior oral and written communications, agreements, and understandings of the Parties with respect to the limited subject matter of this License.

16. THIRD PARTY BENEFICIARIES. None of the provisions of this License shall be for the benefit of or enforceable by any creditors of the parties.

17. SYSTEM REQUIREMENTS. Instructors and Students must be registered on HBI's LMS to complete course requirements. Please ensure OCPS's IT point of contact whitelists the system; for more information, contact lmssupport@hbi.org (<mailto:lmssupport@hbi.org>) with subject line: whitelist. For optimal user experience and product performance, please note the LMS system requirements below, which are subject to change in HBI's discretion:

Desktop:

- Broadband Internet connection

Web browser:

- Internet Explorer 8+
- Firefox 2+
- Safari on Mac 1.2+
- Google Chrome (current version)
- Javascript and Cookies enabled

Mobile Devices:

- Apple iOS devices using Safari mobile web browser
- Android devices using Google Chrome mobile web browser

If premium Interplay Learning content is purchased through HBI, note the system requirements and end-user hardware suggested for optimal delivery:

Browser-Based Training Requirements for PC, MAC, and Chromebook:

- 64-bit operating system required-simulations run on most modern 64-bit browsers, including Google Chrome, Firefox, and Safari. Microsoft Edge or Internet Explorer are not supported. Apple/Macs work in this mode ONLY.
- 8GB of RAM is recommended, though the simulations may load on a machine with 4GB of RAM. They will not load on a machine with less than 4GB of RAM.
- Most Intel i3, i5, or i7 processors should be sufficient.
- Machines with Pentium, Atom, and Celeron processors are usually not powerful enough for the simulations.
- OCPS should have an internet connection speed of at least 15mbps.

Hardware requirements for Virtual Reality (VR) use (optional):

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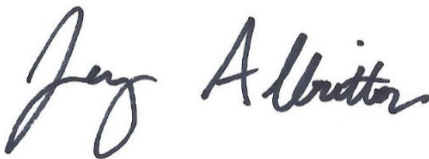
- GPU: Nvidia GeForce GTX 970, AMD Radeon R9 290 equivalent or better.
- CPU: Intel i5-4590, AMD FX 8350 equivalent or better.
- RAM: 4GB or more.
- Video Output: HDMI 1.4, DisplayPort 1.2 or newer.
- USB Port: 1x USB 2.0 or better port.
- Operating System: Windows 7 SP1, Windows 8.1 or later, Windows 10.
- HTC Vive, Oculus Rift S HMD or equivalent

IN WITNESS WHEREOF, the Parties have hereto executed this SOW as of the SOW Effective Date.

OCPS: The School Board of Okaloosa County, Florida.

Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

HBI: Home Builders Institute

Signature:  _____
 Printed Name: Jeremy Albritton
 Title: Chief Financial Officer
 Date: February 12, 2024