

**RFQ OCLS-19-006**  
**REQUEST FOR QUALIFICATIONS**  
**CONTINUING CONSTRUCTION MANAGEMENT SERVICES**

**Issue Date: July 8, 2019**

**Due Date: August 22, 2019**

**PURPOSE:**

The Orange County Library System (LIBRARY), an independent special taxing district to the State of Florida, is soliciting sealed written qualifications from Florida-licensed contractors (FIRMS) to provide Continuing Construction Management services for the LIBRARY's Main Library and it's 15 Branch locations ("SERVICES"). The responses to this Request for Qualifications (RFQ) are for minor construction, repair, remodeling, renovation, rehabilitation, alteration, upgrade, maintenance services, site work and new construction for Library facilities located throughout Orange County Florida sometimes with limited design requirements and valued generally less than \$1,000,000. Copies of the Request for Qualifications may be obtained from the LIBRARY's RFQ Project Coordinator noted below.

**RFQ PROJECT COORDINATOR:**

To ensure that your Proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your communications concerning this RFQ should be directed in writing to the RFQ Project Coordinator listed below.

Name: Tami L. Berry, Facilities and Operations Department Head  
E-Mail: BIDS@ocls.info

Proposers shall not contact any member of the LIBRARY or the LIBRARY's Board of Trustees (except as provided below) regarding this Proposal until such time as a contract is awarded. All inquiries pertaining to this Request for Qualifications must be directed in writing through the RFQ Project Coordinator noted above.

**ORAL INTERPRETATION:**

No oral interpretation of this Request for Qualifications shall be considered binding. The LIBRARY shall be bound by information and statements only when such statements are written and executed under the authority of the LIBRARY's Chief Financial Officer.

**SOLICITATION CANCELLATIONS:**

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

**DRAFT CONTRACT:**

A contract for professional construction management services shall be negotiated after the successful FIRMS are selected, including a schedule of fees and hourly labor rates. The

contract that the LIBRARY intends to use for award is attached for reference. Any exceptions to this standard contract must be clearly indicated by return of the standard contract with the proposal, with exceptions clearly noted. The LIBRARY has the right to require the selected proposer to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its discretion.

### **PROJECT OVERVIEW:**

The LIBRARY is seeking three (3) FIRMS to provide the SERVICES under a continuing contract for a three (3) year initial period with two (2) one (1) year extensions, for a total of five (5) possible years. The FIRMS shall be selected in accordance with F.S. 287.055. The SERVICES for each project under the continuing services contract are limited by Statute to a \$2.0 million estimated construction cost limit. If the LIBRARY project will exceed the \$2.0 million estimated construction cost limit, that project's construction services will be advertised and procured separately under F.S. 287,055, F.S. 255.103, or F.S. 255.20 and not performed under the selected FIRM's continuing services contract. The Library intends to award two (2) FIRMS contracts to rotate the SERVICES as needed by the Library. The Library may select a 3<sup>rd</sup> ranked FIRM to enter into a continuing services contract as an alternate if one or both of the top ranked two (2) FIRMS fail to or are unable to perform their required and the requested SERVICES for a particular project.

Examples of SERVICES include but are not limited to: Restroom Renovations; Office Renovations; Children's Department Renovations; Branch Reconfiguration Layouts; and Cost Estimating services. Note: The current list of projects for the 3 – 5 year period is not totally known as of the writing of this RFQ.

### **Assignment of Work:**

The Library intends to divide the workload and contract values for the SERVICES to the contracted FIRMS based upon their current volume of work assigned; the dollar value of work assigned, the particular specialties of the FIRM and its subcontractors, and the ability of the FIRM to perform the SERVICES within the LIBRARY's needed schedule and other requirements.

### **SCOPE OF SERVICES:**

- I. Overview of Services. The FIRM shall provide and or perform professional construction management services for a variety of projects being administered by various LIBRARY divisions. Such projects may include but not necessarily be limited to the construction, remodeling, renovation, repair, improvement or extension of buildings, appurtenant building structures and systems, building sites, and related construction elements or other public facilities.
- II. Scope of Services. The FIRM shall provide and or perform and be fully responsible for the various professional construction management services required for each assigned project either by self-performance or through subcontractors. The various professional construction management services, depending on the scope, composition and complexity of each project may include, but not necessarily be limited to:

The required construction management services encompasses minor construction, repair, remodeling, renovation, rehabilitation, alteration, upgrade, maintenance services, site work and new construction related to Library buildings and facilities located throughout Orange County Florida generally with limited design requirements and valued generally less than \$1,000,000. Because any SERVICES under this continuing contract will be on an as needed basis, exact project specifications are generally not available. The SERVICES shall be performed in accordance with industry standards and in compliance with federal, state, and local published rules, regulations, standards and/or statutes.

- III. Authorization of Services: As the LIBRARY generates individual projects, the FIRM will be provided with a Scope of Work statement for the particular project. This statement will provide the basis for the FIRM and the LIBRARY's Project Manager to mutually develop a clearly defined comprehensive Scope of SERVICES. On the basis of the Scope of Services, the FIRM will prepare and submit for the LIBRARY's consideration a detailed proposal covering the scope, schedule and cost of the professional SERVICES and any other related costs. The proposal will itemize the hours and tasks to be performed for the SERVICES using negotiated fees and hourly rates to calculate the proposed fee for the SERVICES. The LIBRARY will review and negotiate the proposal, schedule, and fee with the FIRM. After mutual agreement on the proposal, schedule, and fee, a purchase order will be generated and a "Notice to Proceed" letter will be issued by the LIBRARY, giving authorization to the FIRM to proceed with performing and completing the agreed to SERVICES.

### **INSTRUCTIONS TO FIRMS:**

FIRMS or companies desiring to provide SERVICES, as described herein, shall submit Responses in one sealed package and clearly labeled "RFQ OCLS-19-006 CONTINUING CONSTRUCTION MANAGEMENT SERVICES FOR OCLS".

- Said package shall have the proposers company name and address listed on the outside of the package.
- Said package shall contain: one (1) original Proposal (clearly marked), four (4) copies (a total of 5 printed Proposals) and one (1) electronic copy on a USB drive for document management purposes. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.
- **Proposals shall be submitted no later than 3:00 P.M. local time, on Thursday, August 22, 2019 to:**

Orange County Library System  
Attn: Tami L. Berry, Facilities and Operations Department Head  
5<sup>th</sup> Floor Human Resources Reception Desk  
101 East Central Blvd.  
Orlando, Florida 32801

- If your response contains any information deemed confidential, in accordance with Chapter 119 of the Florida Statutes, provide an additional USB drive with a redacted version of your response labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.
- **Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your Proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address and specifically to the 5<sup>th</sup> floor reception desk. The LIBRARY will not be responsible for deliveries made to any place other than the specified address noted above.**
- The time and date for receipt of Proposals will be strictly observed. The LIBRARY shall not be responsible for late deliveries or mail delays. The date stamp and clock in the LIBRARY's 5<sup>th</sup> Floor Human Resources Reception Desk shall serve as the official authority to determine timeliness of the Proposal. FIRMS accept all risks of late delivery of mailed and hand delivered responses regardless of fault.
- Proposals received after the specified time and date shall be considered non-responsive and will be returned unopened. The decision to refuse to consider a proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest. All Proposals will be opened publicly, and the names of all Proposers shall be read aloud.
- Faxed or E-Mailed Proposals shall be rejected as non-responsive, regardless of where and when the fax or e-mail is received.
- All responses must be signed by an officer or employee having authority to legally bind the FIRM.
- All information submitted will become part of the project file and, unless otherwise exempt or confidential in accordance with Florida law, will become a public record. All responses and accompanying documentation will become the property of the LIBRARY and will not be returned.
- Any response may be withdrawn prior to the date and time the responses are due. Any response not withdrawn prior to the date and time responses are due, will constitute an irrevocable offer, for a period of ninety (90) days, to provide the LIBRARY with the services as specific in the response.

**PRELIMINARY SCHEDULE:**

These dates are estimates only and are subject to change by the LIBRARY.

<b>Event</b>	<b>Date</b>	<b>Time</b>
Announcement of RFQ	07/08/2019	10:00 A.M.
Non-Mandatory Pre-Proposal Meeting	07/22/19	10:30 A.M.
Question Submission Deadline	07/30/2019	3:00 P.M.
Question Responses Posted	08/01/2019	3:00 P.M.
Qualification Package Due	08/22/2019	3:00 P.M.
Qualifications Evaluated (Part 1 & 2)	08/23-26/2019	TBD
Inform FIRMs of Short-Listed Rankings	08/27/2019	3:00 P.M.
FIRM Oral Presentations	09/05/2019	TBD
Final Evaluation (Part 3)	09/06/2019	TBD
LIBRARY Board of Trustees Ranking and Approval	09/12/2019	6:00 P.M.
Notice of Intent to Enter Negotiations with Top 2 or 3 Ranked FIRMs	09/13/2019	10:00 A.M.
Contract Negotiations	09/14 – 10/28/2019	TBD
LIBRARY Board of Trustees Contract Approval	11/14/2019	TBD
Tentative Date to Award Contract	11/15/2019	TBD

**PRE-PROPOSAL CONFERENCE:**

**A Non-Mandatory Pre-Proposal Conference will be conducted on July 22, 2019 at 10:30 am.** The meeting location is LIBRARY Main Branch, 101 E. Central Blvd., Orlando FL 32801, 5<sup>th</sup> floor, Human Resources Reception Desk. All interested parties are encouraged to send a minimum of 1 and a maximum of 3 representatives to this non-mandatory meeting.

**FIRM PRESENTATIONS:**

Oral presentations and interviews of proposing FIRMS that pass steps one (1) and two (2) of the selection process noted below, will be held at the LIBRARY Main Branch 101 East Central Blvd, Orlando FL 32801, on September 5, 2019 and time of oral presentations is TBD. The LIBRARY desires to have at least three (3) proposing FIRMs. Attendees from the FIRM must include the Project Manager responsible for project design and implementation. FIRM may choose to include up to two additional attendees if felt necessary.

**TERMS AND CONDITIONS:**

- Insurance Requirements: The LIBRARY shall be named as additional insured on all policies. FIRM is required to maintain a minimum coverage of Professional Liability Insurance in the amount of \$1,000,000 (with a deductible permitted not in excess of \$50,000) will be required for this project. A minimum of General Liability Insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. Insurance carriers providing coverage required must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better. Additionally, FIRM is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

- Payment and Performance Bonds: The FIRM shall execute and deliver to the LIBRARY unconditional Payment and Performance Bonds in compliance with F.S. 255.05 as security for the faithful performance and completion of the Work and payment for all materials and labor furnished or supplied in connection with all Work included in the Contract Documents. These Bonds shall be in amounts at least equal to the Contract Amount, shall name the LIBRARY as obligee and shall be in such form and by sureties of financial standing having a rating from A.M. Best Company (or other equivalent rating company) equal to or better than A- Class VI and must be included on the approved list of sureties issued by the United States Department of Treasury.

Should the Payment and Performance Bonds be issued by co-sureties, each surety listed on the bond shall meet the requirements above. In addition, each surety shall submit a power of attorney and all signatures of the co-sureties representatives shall be notarized and the “lead” surety shall be identified for the purposes of underwriting and claims management.

- Prior to execution of the Contract Documents the LIBRARY may require the FIRM to furnish such other Bonds, in such form and with such sureties as it may require. If such Bonds are required by written instructions given prior to opening of Bids, the premium shall be paid by the FIRM. If the Contract Amount is increased by Change Order, it shall be the FIRM’s responsibility to insure that the Payment and Performance Bonds be amended accordingly and a copy of the amendment is forwarded to the LIBRARY.
- The LIBRARY shall use a competitive negotiation process (section 287.055 of the *Florida Statutes*) in selecting the FIRMS.
- The LIBRARY reserves the right to accept or reject any or all Proposals that it may in its sole discretion deem nonresponsive, to waive technicalities, or to accept the Proposal which, in its sole judgment, is most advantageous and best serves the over-all interests of the LIBRARY.
- The LIBRARY reserves the right to request clarification of information submitted and to request additional information of one or more Proposers after the deadline for receipt of Proposals.
- Any Proposal may be withdrawn until the date and time set above for the submission of the Proposals.
- By submission of a Proposal, the Proposer agrees that all costs associated with the preparation of his/her Proposal will be the sole responsibility of the Proposer. The Proposer also agrees that the LIBRARY bears no responsibility for any costs associated with the preparation of the Proposal and/or any administrative or judicial proceedings resulting from the solicitation process.
- Proposers must not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.
- The Proposer understands that this RFQ does not constitute an agreement or contract between the LIBRARY and the Proposer.

- Any Proposer who submits in its Proposal to the LIBRARY any information that is determined by the LIBRARY, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect may be disqualified from consideration
- Failure of any Proposer to comply with the INSTRUCTIONS TO FIRMS and TERMS AND CONDITIONS of this Request for Qualifications, unless specifically identified as a mandatory requirement by the word “shall”, may render the Proposal non-responsive and ineligible from further consideration.
- The Proposer warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Proposer any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract. For the breach or violation of this provision, the LIBRARY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

#### **SHORTLISTS, AND PROTESTS:**

The recommended short list of firms, ranked by score, highest to lowest, will be available upon request by interested parties by contacting the RFQ Project Coordinator noted above for five full business days after the oral presentations. Failure to file a protest to the LIBRARY’s Chief Financial Officer by 5:00 PM on the fifth full business day after the oral presentation date shall constitute a waiver of protest proceedings.

#### **KEY PERSONNEL:**

The Project Manager must be currently employed by the FIRM and hold a general contractor’s license.

#### **REFERENCE CHECKS:**

The contact person listed as a reference shall be someone who has personal knowledge of the Proposer’s performance during the referenced project. Contact persons must have been informed that they are being used as a reference and that the LIBRARY may be calling or emailing them. More than one person can be listed but all must have knowledge of the project.

DO NOT list principals or officers who will not be able to answer specific questions regarding the project. Failure of references listed to respond to the LIBRARY’s inquiries may negatively impact the rating of the Proposal. The reference shall be the owner or a representative of the owner. An owner’s representative is defined as a firm or individual hired by the owner to oversee the design or construction oversight services performed by the prime consultant. Consultants or Consultants who provided services under the referenced project (contract) shall not be accepted as references unless they were hired as the owner’s representative for the referenced project (contract).

#### **VERIFICATION OF EMPLOYMENT STATUS:**

Prior to the employment of any person under this contract, the FIRM 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 FIRM during the contract term, and an express requirement that FIRM include in such sub-contracts the requirement that sub-consultants performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the sub-consultant during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/portal/site/uscis>.

**Only those employees determined eligible to work within the United States shall be employed under this contract.**

By submission of a bid in response to this solicitation, the FIRM affirms that all employees in the above categories shall undergo e-verification before placement on any resulting contract from this RFQ process. The FIRM shall commit to comply with this requirement by completing and submitting the E-Verification certification, attached to this solicitation with their proposal submission.

**TOBACCO FREE CAMPUS:**

All LIBRARY facilities and operations shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to FIRMS and their personnel and sub-contractor personnel during contract performance on LIBRARY owned or leased property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

**DRUG FREE WORKPLACE:**

By submission of a proposal in response to this solicitation, the Proposer acknowledges the LIBRARY's Drug Free Workplace requirement applies to the FIRM and their sub-consultants. The FIRM shall complete and submit the Drug Free Workplace Form attached to this solicitation with their proposal submission. Sub-consultants will be required to submit same prior to contract is issued.

**ASBESTOS FREE MATERIALS:**

By submission of a proposal in response to this solicitation, the Proposer acknowledges that if a contract is issued between the LIBRARY and the FIRM, the FIRM shall provide a written and notarized statement on company letterhead to certify and warrant that the project was constructed with asbestos free materials. Such statement shall be submitted with the final payment request. Final payment shall not be made until such statement is submitted. Proposer agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction, FIRM shall be liable for all costs related to the redesign or modification of the construction of the project so that materials containing asbestos are removed from project and the FIRM shall also be liable for all costs related to the abatement of such asbestos.

**DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:**

By submission of a proposal in response to this solicitation, the Proposer affirms that it is in

compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its sub-contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS):**

By submission of a proposal in response to this solicitation, the Proposer acknowledges that the LIBRARY is a public agency subject to Chapter 119, Florida Statutes. The Proposer acknowledges that if a contract is issued between the LIBRARY and the FIRM the FIRM agrees to and will require any sub-consultant to comply with Florida's Public Records Law. Specifically, the FIRM and any sub-consultant shall:

- A. Keep and maintain public records required by LIBRARY to perform the service.
- B. Upon request from LIBRARY's Custodian of Public Records, provide LIBRARY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the FIRM does not transfer the records to LIBRARY.
- D. Upon completion of the contract, FIRM agrees to transfer at no cost to LIBRARY all public records in possession of the FIRM or keep and maintain public records required by LIBRARY to perform the service. If the FIRM transfers all public record to LIBRARY upon completion of the contract, the FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the FIRM keeps and maintains public records upon completion of the contract, the FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to LIBRARY, upon request from LIBRARY's Custodian of Public Records, in a format that is compatible with the information technology systems of LIBRARY.
- E. A FIRM who fails to provide the public records to LIBRARY within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.
- F. **IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS REQUEST FOR QUALIFICATIONS, CONTACT LOVEVIA WILLIAMS THE LIBRARY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**101 East Central Blvd, 5th Floor, Orlando, FL 32801  
Phone: 407-835-7628 Fax: 407-835-7649**

**SUBMITTAL INSTRUCTIONS:**

The response to this RFQ must be submitted on 8-1/2" X 11" paper, 12-point font, pages numbered, with headings, sections, and sub-sections that directly correlate/address specifically ALL required submittal information in their respective order identified below. Interested FIRMS

must submit five (5) hard copies and one (1) electronic copy on a USB device. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version

**A. Title Page:** Identify the RFQ subject, name of FIRM, FIRM's address, phone and facsimile number, primary point of contact, primary point of contact's title, phone number, mailing address, e-mail address for receipt of notifications, and date of submittal.

**B. Table of Contents:** Provide identification of the material by section and by page number.

**C. Letter of Transmittal:** Briefly state the understanding of the FIRM regarding the work to be performed and make a positive commitment to perform the work within the specified time period.

Include the following:

- Type of business (sole proprietorship, partnership, corporation, etc.); and
- State of incorporation; and if the entity is a certified minority business
- Headquarters location and if any offices are located in the State of Florida; and
- Include the names and contact information of the persons who will be authorized to make representations for the FIRM; and
- Be signed by a representative who is authorized to contractually bind the FIRM and include the agent's title or authority.

**D. Profile and Qualifications:** Experience and qualifications of the FIRM and proposed project specific staff.

**1. FIRM Organization Description:** Give a brief history of the organizational structure of the FIRM, including the organization's date of inception, number of employees (both full time and part-time) and FIRM's web address. If the FIRM has a minority, women, and/or service-disabled veteran business status with Orange County Board of County Commissioners and/or the City of Orlando, provide a copy of said certification.

**2. Statement of Qualifications:** The FIRM shall submit a completed Statement of Qualifications Form with the following:

- Proposal Cover Page Form
- Project Experience Form For Five (5) Similar Projects
- Acknowledgement of Addenda Form
- Identification of Business Organization Form
- Conflict/Non-Conflict of Interest and Litigation Statement Form
- Authorized Signatories/Negotiators Form
- Required Disclosure Form
- Scrutinized Companies Lists Form
- Drug Free Work Place Form
- E Verification Certification Form
- Completed Statement of Qualifications Questionnaire Form
- Current W9 Form

- Verification of Bonding Capacity Letter from Surety (Instructions to Contractors 4(A)3)
- Verification of Insurance letter from Insurance Company specifically stating that the Contractor has the capacity to obtain the coverage or has the coverage specified herein. (Instructions to Contractors #4(A)4)
- Management Plan ( See xxx )
- Copy of Florida Construction Industries Licensing Board Certification as a Certified General Contractor, Registered General Contractor, Certified Building Contractor, or Registered Building Contractor.
- Copy of Occupational License in Contractor's name in Orlando MSA (Orange, Lake, Seminole and Osceola Counties)
- Address of established office with a minimum of 2 employees (include list of employee names) in the Orlando MSA (Orange, Lake, Seminole and Osceola Counties) available for inspection upon request.

**3. Previous Experience:** In order to submit a response to this RFQ, FIRMs must be experienced in providing construction services for at least one public project with a total construction cost in excess of \$500,000 within the last 5 years. The FIRM must submit a minimum of five (5) projects successfully completed as the prime contractor within the last ten (10) years (i.e., construction declared Substantially Complete between June 1, 2009 and May 31, 2019) that demonstrate the types of experience outlined in "Similar Project Type". All projects submitted shall be separate projects. The FIRM's required project experience shall be listed and described using the enclosed Statement of Qualifications Form limited to a single page for each similar project

All projects must be completed or substantially complete by the FIRM submitting a Statement of Qualification for this project.

"**Substantial Completion**" shall mean the completion of the Work by the FIRM to the point where the Owner may make beneficial use of the Work.

Failure to complete the required forms in their entirety, or listing a project that does not meet the description of the type of project that is required, or failure to provide projects demonstrating the required experience shall result in your SOQs being considered not qualified.

**All five projects must meet the requirements of the "Similar Project Type" description and must have positive responses from references or your SOQ will be determined NOT qualified.**

**References:** The contact person listed as a reference shall be an individual who has personal knowledge of the FIRM's performance during the referenced project. More than one person can be listed, but all must have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project. Contact persons must have been informed that they are being used as a reference and that the Library shall be e-mailing and/ or calling them. Please provide an accurate email address for the reference. Failure of references listed to respond to the Library's inquiries will negatively impact the evaluation of the FIRM's SOQ. **Failure of a reference to provide positive responses to County's inquiries will negatively impact the evaluation of the SOQ.**

If the Library cannot successfully contact a reference, the FIRM will be notified in writing (email) of the unsuccessful attempt(s) to verify project information through its reference and FIRM will be informed that if the reference does not contact the County's project person within two (2) calendar days after the date of the notice, the project reference shall not be considered which will result in the FIRM being deemed "not qualified."

"Similar Projects" for the purposes of this RFQ is defined as:

All five (5) projects shall have been under contract with the FIRM as the prime contractor and shall include construction to renovate or build-out an occupied area or occupied campus in a commercial, institutional, governmental or educational facility (NOT RESIDENTIAL) with a construction cost of at least \$100,000. The project could be delivered as a design/build project as long as the proposer is the prime contractor. Out of state projects will be considered. The following elements shall apply to the projects submitted as outlined below:

1. Demolition
2. Architectural
3. Mechanical
4. Plumbing
5. Electrical
6. Interior finishes
7. Site Work

- a. All Five (5) of the projects shall include a minimum of two elements. Two (2) of the five (5) projects shall have been successfully completed under an on-going continuing contract, a job order type contract, or a project that was part of multiple concurrent contracts awarded by same owner.
- b. All five (5) projects must be projects that were completed or substantially completed in an occupied facility or occupied campus that had to maintain normal operations during construction.

The LIBRARY will contact the references of all FIRMS. The LIBRARY has the right to reject any and all FIRMS who fail to demonstrate these qualifications to the satisfaction of the LIBRARY.

List similar projects successfully completed by the FIRM AS A PRIME CONTRACTOR within the last ten (10) years (i.e., construction declared substantially complete between July 1, 2009 and June 30, 2019). The contact person listed as a reference shall be someone who has personal knowledge of the FIRM's performance during the referenced project. Contact persons must have been informed they are being used as a reference and that the LIBRARY will be emailing them. Only projects within the continental 48 states will be considered.

EACH SIMILAR PROJECT LISTED SHALL BE LISTED WITH COMPLETE INFORMATION AS SPECIFICALLY PROVIDED ON THE REFERENCE FORM. THE SPECIFIC INFORMATION ON REFERENCES MUST BE PROVIDED ON THE REFERENCE FORM. DO NOT ATTACH LISTINGS OF REFERENCE INFORMATION.

**FAILURE TO PROVIDE REFERENCE INFORMATION AS REQUESTED MAY RESULT IN THE REJECTION OF YOUR RESPONSE.**

The determination of whether a FIRM is qualified or not shall be at the sole discretion of the LIBRARY. Although the LIBRARY may request submission of a minimum number of similar projects for evaluation, the LIBRARY's determination of a FIRM's qualifications shall not be solely based on the number of similar projects submitted.

The FIRM shall ensure that the basic description of the similar project, including all required performance requirements and/or dimensions are *identified* and that the elements are adequately explained in the text. The description shall document how the particular element was performed in conjunction with the overall project. The mere listing of elements without specific details in the body of the description will negatively impact the scoring for the project.

Failure to identify the specific performance requirements and/or dimensions of the project to ensure it meets the similar project description shall negatively impact that project's score.

*Note: Determination of a project as similar shall be at the sole discretion of the LIBRARY.*

**3. Qualifications of Sub-contractors:** Describe background/qualifications of sub-contractors (if any), sub-consultant assignments, and percentage of sub-consultant involvement. If available, provide web addresses for the sub-contractors. If the sub-contractor has a minority, women, and/or service-disabled veteran business status with Orange County Board of County Commissioners and/or the City of Orlando, provide a copy of said certification

**4. References:** Provide at least five (5) references, including contact names, e-mail addresses and phone numbers, for projects completed in the last five (5) years. The LIBRARY intends to contact client references listed by the FIRM in its response.

**5. Key Personnel:** Provide biographies/resumes of proposed, Project Manager, and all other key design lead members of the staff/team that will be assigned to this effort. The biographies shall include their position, years of experience, tenure with the FIRM and similar successful projects relating to LIBRARY's requirements. Include an organization chart clearly identifying key personnel, their functional role, the firm they are employed by, and their primary work location.

**6. Conflict of Interest:** Indicate any potential conflicts of interest with the LIBRARY, including the LIBRARY's Board of Trustees.

**7. Legal:** Provide list of all lawsuits by and against the FIRM and sub-consultants over the past five (5) years.

**8.-BONDING CAPACITY:** Provide verification from surety on surety's letterhead of a minimum of \$500,000 in bonding capacity for a payment bond and \$500,000 in bonding capacity for a performance bond with the SOQ. A Power of Attorney must be attached authorizing the agent to sign on behalf of the bonding company. The Surety shall have a rating from A.M. Best Company (or other equivalent rating company) equal to or better

than A-rating and a Financial Strength Rating of Class VI or better. The surety must be included on the approved list of sureties issued by the United States Department of Treasury. **Failure to provide bonding verification shall result in a determination that your SOQ is non-responsive.**

**9. LICENSES:** Provide copies of the FIRM's current General/Building Contractors license as well as all other specialty licenses held by the applicant issued by the State of Florida and/or the County or City. **Failure to provide a current General Contractor's license shall result in your SOQs being found not qualified.**

**E. Scope of Services:** Each response must address, at a minimum, a description of the FIRM's approach to the design and engineering concepts and the Scope of Services as stipulated above, a milestone schedule for all phases of the project, any additional supporting documentation to show understanding of the intent of the design and scope of services, and any comments or recommendations regarding the contents of the scope of services.

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

**G. Required Forms:**

- a. PROPOSAL COVER PAGE
- b. ACKNOWLEDGEMENT OF ADDENDA
- c. AUTHORIZED SIGNATORIES/NEGOTIATORS
- d. DRUG-FREE WORKPLACE FORM
- e. CONFLICT/NON-CONFLICT OF INTEREST STATEMENT
- f. E VERIFICATION CERTIFICATION
- g. RELATIONSHIP DISCLOSURE FORM
- h. SCRUTINIZED COMPANIES LISTS
- i. CONTRACTOR'S PROJECT EXPERIENCE
- j. CONTRACTOR QUESTIONNAIRE

**[ End of Submittal Requirements ]**

**SELECTION of FIRM USING COMPETITIVE NEGOTIATIONS:**

The LIBRARY shall use a competitive negotiation process (section 287.055 of the *Florida Statutes*) in selecting the FIRM. FIRM responses shall be evaluated by the LIBRARY. The LIBRARY desires to select three (3) or more FIRMS deemed as best suited and qualified shall be selected by a committee of at least three (3) LIBRARY employees for discussions and/or presentations, ranking, and subsequent negotiations with the highest ranked FIRM.

**A. Evaluation Criteria:** FIRMS will be evaluated on the following criteria:

1. Qualifications/Experience: FIRM and sub-consultant (if any) qualifications and experience with similar projects. (30%)
2. Background/Key Personnel: FIRM experience and qualifications of key personnel and references with similar projects. (30%)

3. Proposed Approach: FIRM's proposed approach to providing the services as described in Scope of Services noted above. (25%)
4. Schedule/Timeline: FIRM's commitment to meeting the documented schedule in order to meet the goals of the LIBRARY. (10%)
5. Other Relevant Factors: As set forth in subsection 287.055(4) of the *Florida Statutes*. (5%)

**B. Ranking:** FIRMs will be ranked in a three-part process:

**Part 1.** Responses received will be evaluated to ensure that FIRMs have met the submittal requirements stated in this RFQ.

**Part 2.** Responses received that have met the submittal requirements will be evaluated and ranked in accordance with the RFQ evaluation criteria listed above. A ranking will be established by totaling the sum of the scores. The LIBRARY desires to select at least three (3) FIRMs to be scheduled for oral presentations. Neither the ranking nor the total scores established for the short-listing will be carried forward to the next step of the process.

**Part 3.** Short-listed FIRMs will be required to make oral presentations on July 31, 2019 and answer questions. After the presentations, the selection committee will re-score each of the short-listed FIRMs using the evaluation criteria listed above. The final scores will in turn determine the final rankings, which require approval by the LIBRARY Board of Trustees.

Once the LIBRARY Board of Trustees approves the final rankings, the LIBRARY will initially attempt to negotiate continuing services agreements with the top two (2) ranked FIRMs. If agreement is not reached with any of the top ranked two (2) FIRMs, negotiations will be terminated with that particular FIRM and initiated with the next ranked FIRM, and so on, until an agreement is reached with at least two (2) FIRMs. After agreement is reached with two (2) FIRMs, the LIBRARY will negotiate with the next ranked available FIRM as the alternate FIRM for the SERVICES in the event that either of the top two (2) ranked FIRMs are unable to perform SERVICES for a particular project.

The successful FIRMs shall be required to execute an agreement in substantially the form of the attached which provides, among other things, for percentage fees and fixed hourly labor rates, liability insurance, bonds, and that any and all plans, drawings, reports, and specifications that result from FIRM's services shall be the sole property of the LIBRARY.

All responses accepted by the LIBRARY are governed by this RFQ and any and all additional Terms and Conditions submitted by any FIRM are rejected and shall have no force and effect. The LIBRARY reserves the right to reject any or all responses, for any reason, and will not be liable for any FIRM for cost incurred in connection with the preparation and submittal of a response or response to this RFQ.

### **COMPLIANCE WITH LAWS:**

FIRMs shall comply with all laws, rules, codes, ordinances, licensing and bonding requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, contractor shall

comply with the Florida Sunshine Law and Public Records Act, Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for immediate contract termination.

**CONVICTED VENDORS:**

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

**DISCRIMINATORY VENDOR:**

An entity or affiliate placed on the discriminatory Vendor list pursuant to Section 287.134 of the *Florida Statutes* is prohibited from submitting a bid, response, or entering into a contract to provide any goods or services to the LIBRARY for a period of thirty-six months from the date of being placed on the discriminatory Vendor list.

**FIRM's REPRESENTATION AND AUTHORIZATION:**

In submitting a response, each FIRM understands, represents, and acknowledges the following (if the FIRM cannot so certify to any of following, the FIRM shall submit with its response a written explanation).

- FIRM warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for FIRM to solicit or secure a contract with the LIBRARY and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for FIRM any fee, commission, percentage, gift, or other consideration contingent on or resulting from securing a contract with the LIBRARY.
- The FIRM is not currently under suspension or debarment by the State of Florida or any other governmental authority.
- To the best of the knowledge of the person signing the response, the FIRM, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- To the best of the knowledge of the person signing the response, the FIRM has no delinquent obligations to the State of Florida, including a claim by the State of Florida for liquidated damages under any other contract.
- The response is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The FIRM has fully informed the LIBRARY in writing of all convictions of the FIRM, its affiliates (as defined in subsection 287.133(l) (a) of the *Florida Statutes*), and all directors, officers, and employees of the FIRM and its affiliates for violation of Federal or

State Antitrust laws with respect to a public contract for violation of any Federal or State law involving fraud, bribery, collusion, conspiracy or material misrepresentation. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

- Neither the FIRM nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of funds: Has within the preceding three (3) years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or -Has within the preceding three (3) years of this certification had one (1) or more Federal, State, or local government contracts terminated for cause or default.
- The FIRM shall indemnify, defend, and hold harmless the LIBRARY and its employees against any cost, damage, or expense, which may be incurred or be caused by any error in the FIRM's preparation of its response.
- The FIRM certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The FIRM certifies it does not do business in Cuba or Syria.

#### **TRADE SECRETS AND PROPRIETARY CONFIDENTIAL BUSINESS INFORMATION:**

Trade secrets and proprietary confidential business information are not solicited, nor desired, as information to be submitted with responses. The *Florida Statutes* and the State Constitution will govern whether information in a response is confidential or exempt from the Public Records Act. If information is submitted in the response, which the FIRM deems to be a trade secret or proprietary confidential business information under the provisions of section 288.075 of the Florida Statutes, or any other Florida Statutes, the information shall be submitted with the response in a separate, clearly marked envelope referencing the specific statutory citation for such exemption. In no event will the LIBRARY be liable in any manner whatsoever to FIRM if FIRM submits information which FIRM believes is confidential or exempt from the Public Records Act and which the LIBRARY, in its sole discretion, deems not to be confidential or exempt.

#### **FIRM's COST TO DEVELOP RESPONSE:**

Costs for developing responses responsive to this RFQ are entirely the obligations of the FIRM and shall not be chargeable in any manner to the LIBRARY.

#### **REJECTION OF RESPONSES:**

The LIBRARY reserves the right to reject any and all responses for any reason whatsoever and to waive technicalities.

**[ Rest of Page Left Blank Intentionally ]**

**PROPOSAL COVER PAGE  
RFQ OCLS-19-006**

Name of Business: \_\_\_\_\_

NOTE: BUSINESS NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER  
**CURRENT W9 MUST BE SUBMITTED WITH PROPOSAL.**

TIN#: \_\_\_\_\_

D-U-N-S® # \_\_\_\_\_

\_\_\_\_\_  
(Street No. or P.O. Box Number) (Street Name)

\_\_\_\_\_  
(City) (State) (Zip Code)

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**EMERGENCY CONTACT**

Emergency Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

Residence Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**ACKNOWLEDGEMENT OF ADDENDA  
RFQ OCLS-19-006**

The Proposer shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the proposal. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your proposal. Material impacts include but are not limited to changes to specifications, scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_      Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_      Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_      Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_      Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_      Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_      Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

**Addenda acknowledged and accepted:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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



**DRUG-FREE WORKPLACE FORM**  
**RFQ OCLS-19-006**

The undersigned Proposer, in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.
7. Require any and all subcontractors and their workforce, who will perform work under any resulting contract from RFQ OCLS-19-004 REQUEST FOR QUALIFICATIONS CONTINUING PROFESSIONAL MECHANICAL, ELECTRICAL PLUMBING, FIRE PROTECTION, AND STRUCTURAL ENGINEERING SERVICES, within the state of Florida to acknowledge the Drug-Free Workplace requirement by signing and submitting same form at time of contract execution.

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

\_\_\_\_\_  
(Proposer's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Proposer's Printed Name)

**CONFLICT/NON-CONFLICT OF INTEREST STATEMENT**  
**RFQ OCLS-19-006**

**CHECK ONE:**

To the best of our knowledge, the undersigned proposer has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

The undersigned proposer, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

**LITIGATION STATEMENT**

**CHECK ONE:**

The undersigned proposer has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

OR

The undersigned proposer, BY ATTACHMENT TO THIS FORM, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

Name of Business: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

**E VERIFICATION CERTIFICATION  
RFQ OCLS-19-006**

**NAME OF CONSULTANT:** \_\_\_\_\_ (referred to herein as  
"CONSULTANT")

**ADDRESS OF CONSULTANT:** \_\_\_\_\_

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The undersigned does hereby certify that the above-named CONSULTANT:

1. Is registered and is using the E-Verify system; or
2. Does not have any employees and does not intend to hire any new employees during the period of time that the CONSULTANT will be providing services under the contract and consequently is unable to register to use the E-Verify system; or
3. Employs individuals that were hired prior to the commencement of providing labor on the contract and does not intend to hire any new employees during the period of time that the CONSULTANT will be providing labor under the contract, and consequently is unable to use the E-Verify system.

The undersigned acknowledges the use of the E-Verify system for newly hired employees is an ongoing obligation for so long as the CONSULTANT provides labor under the contract and that the workforce eligibility of all newly hired employees will be properly verified using the E-Verify system.

The undersigned will require any and all subcontractors and their workforce, who will perform work under any resulting contract from RFQ OCLS-19-004 REQUEST FOR QUALIFICATIONS CONTINUING PROFESSIONAL MECHANICAL, ELECTRICAL PLUMBING, FIRE PROTECTION, AND STRUCTURAL ENGINEERING SERVICES, within the state of Florida to acknowledge the E Verification Certification requirement by signing and submitting same form at time of contract execution.

**In accordance with Section 837.06, Florida Statutes, CONSULTANT acknowledges that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.**

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**Printed NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**RELATIONSHIP DISCLOSURE FORM  
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE OCLS  
IS THE PRINCIPAL OR PRIMARY PROPOSER  
RFQ OCLS-19-006**

For all procurement items that will come before the Orange County Library System (OCLS) Procurement Committee for final approval, this form shall be completed by the Proposer and shall be submitted as part of the response to this RFQ/RFP/IFB submitted by the Proposer.

In the event any information provided on this form should change, the Proposer must file an amended form on or before the date the item is considered by the appropriate board or body.

**Part I**

**INFORMATION ON PROPOSER:**

Legal Name of Proposer:

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Business Address (Street/P.O. Box, City and Zip Code):

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Business Phone: (     ) \_\_\_\_\_ Fax: (     ) \_\_\_\_\_

**INFORMATION ON PROPOSER'S AUTHORIZED AGENT, IF APPLICABLE:**  
(Agent Authorization Form also required to be attached)

Name of Proposer's Authorized Agent:

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Business Address (Street/P.O. Box, City and Zip Code):

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Business Phone: (     ) \_\_\_\_\_ Fax: (     ) \_\_\_\_\_

**RELATIONSHIP DISCLOSURE FORM  
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE OCLS  
IS THE PRINCIPAL OR PRIMARY PROPOSER  
RFQ OCLS-19-006**

**Part II**

IS THE PROPOSER A RELATIVE OF THE OCLS DIRECTOR/CEO OR ANY MEMBER OF THE OCLS BOARD OF TRUSTEES?

\_\_\_ YES \_\_\_ NO

IS THE OCLS DIRECTOR/CEO OR ANY MEMBER OF THE OCLS BOARD OF TRUSTEES THE PROPOSER'S EMPLOYEE?

\_\_\_ YES \_\_\_ NO

IS THE PROPOSER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE OCLS DIRECTOR/CEO OR ANY MEMBER OF THE OCLS BOARD OF TRUSTEES?

\_\_\_ YES \_\_\_ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

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(Use additional sheets of paper if necessary)

**RELATIONSHIP DISCLOSURE FORM  
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE OCLS  
IS THE PRINCIPAL OR PRIMARY PROPOSER  
RFQ OCLS-19-006**

**Part III**

**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

\_\_\_\_\_ (Proposer's Signature) \_\_\_\_\_ (Date)

Printed Name and Title of Person completing this form:

\_\_\_\_\_  
STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

I certify that the foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public

Notary Public for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS  
RFQ OCLS-19-006**

Proposer's Name of Business: \_\_\_\_\_

NOTE: BUSINESS NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER

FEIN/TIN#: \_\_\_\_\_

\_\_\_\_\_  
(Street No. or P.O. Box Number) (Street Name)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

Contact Person: \_\_\_\_\_

Contact Person Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of varying amounts that are engaged in a boycott of Israel, or engaged in business operations in Cuba or Syria, or is on any of the following Scrutinized Companies Lists:

- Scrutinized Companies with Activities in Sudan List, or
- Scrutinized Companies with Activities in the Iran Petroleum Sector List, or
- Scrutinized Companies that Boycott Israel List

As the person authorized to sign on behalf of Proposer, I hereby certify that I have reviewed Section 287.135, Florida Statutes, and the company identified as the "Proposer's Name of Business" above is not engaged in a boycott of Israel, or engaged in business operations in Cuba or Syria, or is on any of the above noted Scrutinized Companies Lists. I understand that pursuant to section 287.135, Florida Statutes. The submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs.

Certified Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Certifier Title: \_\_\_\_\_

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

## Contractor's Project Experience

RFQ OCLS-19-006  
CONTINUING GENERAL BUILDING CONTRACTOR SERVICES FOR OCLS  
PROJECT NO. \_\_\_\_\_

Project Name: \_\_\_\_\_

Owner: \_\_\_\_\_

Reference Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Original Bid/Proposal: \$ \_\_\_\_\_

Final Construction Cost: \$ \_\_\_\_\_

Construction Completion Date (**month/year**): \_\_\_\_\_

Was this project completed on schedule? Yes \_\_\_\_\_ No \_\_\_\_\_

If No please explain. \_\_\_\_\_

Was this project completed in an occupied building or on an occupied campus?

Yes \_\_\_\_\_ No \_\_\_\_\_

Project elements included (check all that apply):

- Demolition
- Architectural
- Mechanical
- Plumbing
- Electrical
- Interior finishes
- Site Work

Check if completed under one of the following:

- Job Order Contract/ Continuing Contract
- Multiple Concurrent Contracts with same Owner
- Not applicable

**Project Type (provide general description of each project)**

**CONTRACTOR QUESTIONNAIRE**  
**RFQ OCLS-19-006**  
**Continuing Construction Management**

1. Company legal name and address: Telephone: \_\_\_\_\_

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Email Address:

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2. How many years has your firm been in business?

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3. Previous Firm Name (if applicable):

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4. How many years had the previous firm been in business?

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5. Has your organization ever been denied bonding?

Yes \_\_\_\_ No \_\_\_\_

6. Has your organization been assessed liquidated damages on any projects within the past ten (10) years?

Yes \_\_\_\_ No \_\_\_\_

If yes please explain:

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**CONTRACTOR QUESTIONNAIRE**  
**RFQ OCLS-19-006**  
**Continuing Construction Management**

7. Has your organization defaulted on any projects within the past 5 years?

Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes please explain:

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8. Give name and data about any construction projects the organization has failed to complete:

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9. Within the previous ten (10) years, has your Firm been denied a contract award on which you submitted the low bid in competitive bidding, or been refused prequalification?

Yes \_\_\_\_\_ No \_\_\_\_\_

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10. State the construction experience of principal member of your firm, state name, title, years construction experience, type of work, cost range, in what capacity?

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11. Has your organization's General/Building Contractor's license ever been revoked?

Yes \_\_\_\_\_ No \_\_\_\_\_

12. Has your organization ever been found non-responsible and subsequently denied work?

Yes \_\_\_\_\_ No \_\_\_\_\_

13. Has your organization been cited by OSHA and subsequently fined over 5 times in the past 2 years?

Yes \_\_\_\_\_ No \_\_\_\_\_

**CONTRACTOR QUESTIONNAIRE**  
**RFQ OCLS-19-006**  
**Continuing Construction Management**

**SUPPLEMENTAL INFORMATION**

1. Current President or Chief Executive Officer:

\_\_\_\_\_

2. Years in that position: \_\_\_\_\_

3. Number of permanent employees: \_\_\_\_\_

4. Give any special qualifications/certifications of firm members (ie. registered engineer, surveyor, etc.):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Give total contract value of work accomplished by your organization in the last 3 years:

2016 \$ \_\_\_\_\_ 2017 \$ \_\_\_\_\_ 2018 \$ \_\_\_\_\_

6. Give contract value of work on going currently or pending award to your organization:

On-going: \$ \_\_\_\_\_ Pending award: \$ \_\_\_\_\_

**PROPOSED PROJECT MANAGER INFORMATION**

List the name, qualifications and background of your proposed Project Manager for this project. Include the names and addresses of companies he/she has been affiliated with in the last ten (10) years.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR QUESTIONNAIRE**  
**RFQ OCLS-19-006**  
**Continuing Construction Management**

Provide a management plan outlining the following:

- a. Describe how you (1) intend to deliver construction services, (2) channels of communication you will employ and (3) the means and methods used to manage sub-contractors.
- b. Define your plan to respond effectively to an undetermined number of projects that may be solicited at any time. Describe how you will provide the necessary resources to maintain individual project continuity.
- c. Describe the quality control program you will employ.
- d. Describe your approach to customer service.
- e. Provide a copy of your company organizational chart.

**CONTRACT OCLS-19-006**

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019, by and between the:

Orange County Library System  
101 East Central Blvd  
Orlando, Florida 32801

a special independent taxing district of the State of Florida, hereinafter referred to as "LIBRARY" and:

> \_\_\_\_\_  
> \_\_\_\_\_  
> \_\_\_\_\_  
FEDERAL I. D. # > \_\_\_\_\_

hereinafter referred to as "CONSULTANT".

**RECITALS**

WHEREAS, the LIBRARY desires to retain Continuing Professional construction management services for the OCLS Main Library and it's 15 Branch locations: ("SERVICES"). The type and scope of SERVICES to be performed by CONSULTANT are described in Exhibit "A", Scope of Services, which is attached to this Contract, and incorporated by reference herein.

WHEREAS, the LIBRARY desires to engage the CONSULTANT in connection with the SERVICES required, upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of obtaining of performing such SERVICES upon said terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

**I. SCOPE OF SERVICES**

- A. **Authorization of Services for Each Project:** As the LIBRARY generates individual projects, the CONSULTANT will be provided with a Scope of Work statement for the particular project. This statement will provide the basis for the CONSULTANT and the LIBRARY's Project Manager to mutually develop a clearly defined comprehensive Scope of Services. On the basis of the Scope of Services, the CONSULTANT will prepare and submit for the LIBRARY's consideration a detailed proposal covering the scope, schedule and cost of the professional SERVICES and any other related costs, including a guaranteed maximum price for the work. The proposal will itemize the hours and tasks to be performed for the SERVICES using the fees and negotiated hourly rates attached as Exhibit "B" to calculate the proposed fee for the SERVICES. The LIBRARY will review and negotiate the proposal, schedule, guaranteed maximum price, and fee with the CONSULTANT. After mutual agreement on the proposal, schedule, and fee, a purchase order will be generated ("Purchase Order") and a "Notice to Proceed" letter will be issued by the LIBRARY, giving authorization to the CONSULTANT to proceed with performing and completing the agreed to SERVICES.

**B. Performance of Services.** The CONSULTANT shall diligently and in a timely manner perform the SERVICES for the LIBRARY in accordance with the terms of the approved Purchase Order and substantially complete the construction work in the time set forth in the Purchase Order.

## **II. PAYMENT**

A. **FEES:** The LIBRARY agrees to pay the CONSULTANT for the SERVICES described in the approved Purchase Orders as set forth herein and in the Purchase Order.

B. **PAYMENTS:** The LIBRARY shall pay the CONSULTANT in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

Progress payments shall be due and payable monthly in proportion to the percentage of SERVICES approved and accepted, in writing, by the LIBRARY. All invoices shall be prepared in the format prescribed by the LIBRARY. When an invoice includes charges from a sub-consultant, the sub-consultant's invoice/backup shall accompany the CONSULTANT'S invoice. A separate Pay Item Breakdown sheet for the CONSULTANT and each sub-consultant shall accompany each invoice. The CONSULTANT'S Pay Item Breakdown sheet shall include, in aggregate, the CONSULTANT'S and sub-consultant's pay items. All requests for payment must be accompanied by a narrative description of the scope of SERVICES performed by the CONSULTANT and sub-consultants during the period covered by the invoice. The narrative shall also describe the SERVICES anticipated to be performed during the next billing period.

C. **SUSPENSION OF PROGRESS PAYMENTS BY LIBRARY:** In the event the CONSULTANT falls fifteen (15%) percent behind the Project completion schedule set forth in a Purchase Order, no further progress payments will be made until the CONSULTANT brings the SERVICES back on schedule or a revised schedule is submitted and approved or until all SERVICES in the Purchase Order have been completed and accepted the LIBRARY.

D. **PAYMENT IN EVENT OF TERMINATION BY LIBRARY:** In the event this Contract is terminated or canceled prior to completion, payment shall be made in accordance with the provisions of Article VII.

E. **CHANGES WITHIN SCOPE; ALLOWANCE OF ADDITIONAL COMPENSATION:** If instructed to do so in writing by the LIBRARY, the CONSULTANT shall change or revise SERVICES that have been performed, and if such SERVICES are not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. In all disputes arising over the right to additional compensation, the LIBRARY shall determine whether substantial acceptable SERVICES have been done on documents such that changes, revisions or preparation of additional documents should result in additional compensation to the CONSULTANT. The CONSULTANT's proposals for additional compensation shall be based on the fee and hourly rate schedule set forth in Exhibit "B". A written modification to the Contract shall be executed by both parties to reflect the additional SERVICES and cost of same, prior to commencement of performance of any additional SERVICES.

- F. **TRAVEL AND PER DIEM:** Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statute.
- G. **FEE LIMITATION CLAUSE:** The CONSULTANT shall utilize the same percentage fees and hourly rates as set forth in Exhibit "B" in fee negotiations for all projects, except as provided by Article II, paragraph H, Price Adjustment. The number of hours required to complete each project shall be negotiated at such time as the LIBRARY initiates fee negotiations for that project.
- H. **PRICE ADJUSTMENT**

Written request for an hourly rates adjustment may be made only under the following conditions:

- a. If a project specific contract's performance period exceeds three (3) years a price adjustment may be requested not more than sixty (60) days after the end of the three (3) year period and for each annual period thereafter or for the remaining period of the contract if less than one (1) year.
- b. For continuing contracts with a performance period that exceeds three (3) years, an adjustment may be requested not more than sixty (60) days after the end of three (3) years.
- c. Retroactive requests for price adjustments will not be considered.

**The provisions of this clause shall not apply to contracts with fees based on ranges. Retroactive requests for price adjustments will not be considered.**

Any request for a price adjustment will be subject to negotiation and must be approved by the LIBRARY Chief Financial Officer. Any request for such increase shall be supported by adequate justification to include Consumer Price Index (CPI) documentation. The CPI documentation shall be based on the All Items, CPI-U, U.S. City Average, not seasonally adjusted index. The prevailing CPI in the month when the contract was executed by the LIBRARY shall be the base period from which changes in the CPI will be measured for the initial request for a price adjustment. Any subsequent requests for a price adjustment shall be based on the CPI prevailing in the month when an amendment effecting a previous price adjustment was executed by the LIBRARY.

The maximum allowable increase shall not exceed the percent change in the CPI from the base period (either the month when the contract was executed by the LIBRARY or the month when an amendment effecting a price adjustment was executed by the LIBRARY) to the CPI prevailing at time of request for a price adjustment and in no case shall it exceed 43%. Any price adjustment shall only be effective upon the execution of a written amendment to the contract executed by both parties.

### **III. BUILD WITHIN STATUTORY LIMITATIONS**

- A. The CONSULTANT shall accomplish the SERVICES for each project required under this Contract, at contract sums that do not exceed the guaranteed maximum contract price if set forth in the Purchase Order and in no event in excess of the limits as set forth in paragraph C below.

- B. The CONSULTANT will promptly advise the LIBRARY if it finds that the project being constructed will exceed or is likely to exceed the limitations set forth herein and it is unable to build a usable facility within those limitations
- C. The estimated construction contract price for each project will vary, will be set forth in the respective Purchase Order, and will be subject to F.S. 287.055 limitations. The estimated construction cost for any project under this contract shall not exceed \$2,000,000. Each Purchase Order shall specifically indicate the project's guaranteed maximum price or if on the basis of time & materials, the estimated construction cost.
- D. THE CONSULTANT and its subsidiaries, sub-contractors or affiliates who designed the project shall be ineligible for the award of the construction contract for that project.

#### **IV. RESPONSIBILITY OF THE CONSULTANT**

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all work, and other SERVICES furnished by the CONSULTANT under this Contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its work and other SERVICES.
- B. The Project Manager must be currently employed by the CONSULTANT and must be a licensed contractor in the State of Florida.
- C. Substitution of the Project Manager or Other Key Personnel: The CONSULTANT shall not substitute any key personnel without the prior written approval of the LIBRARY Chief Financial Officer. Any such requests shall be supported by comprehensive documentation outlining the reason(s) for the proposed substitution to include the specific qualifications of the proposed substitute. Approval of the request shall be at the discretion of the LIBRARY. Further, the LIBRARY, in lieu of approving a substitution, may initiate other actions under the contract, including termination.
- D. Neither the LIBRARY'S review, approval or acceptance of, nor payment for, the SERVICES required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LIBRARY in accordance with applicable law for all damages suffered directly or indirectly by the LIBRARY caused by the CONSULTANT'S negligent performance of any of the SERVICES furnished under this Contract. The rights and remedies of the LIBRARY provided for under this Contract are in addition to any other rights and remedies provided by law.
- E. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- F. The LIBRARY may require in writing that the CONSULTANT remove from any project any of the CONSULTANT'S or sub-consultant(s) personnel that the LIBRARY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Contract Amount or Contract Time based on the LIBRARY'S use of this provision will be valid. CONSULTANT and their sub-consultant(s) shall indemnify and hold the LIBRARY

harmless from and against any claim by CONSULTANT'S or sub-consultant(s) personnel on account of the use of this provision.

- G. The LIBRARY will provide the CONSULTANT and their sub-contractor(s) a copy of the LIBRARY's Rules of Conduct, which will apply to the CONSULTANT and their sub-contractor(s) personnel while on the LIBRARY's own or leased property.
- H. CONSULTANT shall coordinate its SERVICES with the services performed by the LIBRARY's other consultants, such as the Architect, MEP, fire protection, and structural engineering firms engaged by Library for the various projects.

#### **V. LIBRARY'S RIGHTS AND RESPONSIBILITIES**

The LIBRARY shall:

- A. Furnish the CONSULTANT with existing data, plans, profiles, and other information necessary or useful in connection with the planning of the program that is available in the LIBRARY'S files, all of which shall be and remain the property of the LIBRARY and shall be returned to the LIBRARY upon completion of the SERVICES to be performed by the CONSULTANT.
- B. Make LIBRARY personnel available on a time-permitting basis, where required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely within the discretion of the LIBRARY.

#### **VI. LIBRARY'S 'DESIGNATED' REPRESENTATIVE**

It is understood and agreed that the LIBRARY designates the LIBRARY's Facility and Operations Department Head, or designated representative, to represent the LIBRARY in all technical matters pertaining to and arising from the work and performance of this Contract. The LIBRARY's Facility and Operations Department Head, or designated representative, shall have the following responsibilities:

- A. Examination of all reports, sketches, drawings, estimates, Proposals, and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the LIBRARY'S approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- B. Transmission of instructions, receipt of information, and interpretation and definition of LIBRARY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract. Prompt written notice by the LIBRARY to the CONSULTANT whenever the LIBRARY observes, or otherwise becomes aware of, any defects or changes necessary in the Project.

## VII. TERMINATION OF CONTRACT

A. **TERM:** The term of this Contract shall be for a period of three (3) years (“Initial Term”). The Initial Term may be extended upon mutual written agreement of both parties for two (2) additional one (1) year terms (“Extension Term(s)”). This Contract shall terminate at the expiration of the Initial Term and at the end of each Extension Term if not extended.

B. **TERMINATION FOR DEFAULT:**

The LIBRARY may, by written notice to the CONSULTANT, terminate this contract for default in whole or in part (task authorizations, if applicable) if the CONSULTANT fails to:

1. provide work or SERVICES that comply with the drawings and specifications for each project or fails to meet the LIBRARY’s performance standards
2. complete the work or to perform the SERVICES within the time specified in this contract or any extension.
3. make progress so as to endanger performance of this Contract
4. perform any of the other provisions of this Contract.

Prior to termination for default, the LIBRARY will provide adequate written notice to the CONSULTANT through the LIBRARY’s Chief Financial Officer, affording CONSULTANT the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) calendar days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONSULTANT. The CONSULTANT shall be liable for any damage to the LIBRARY resulting from the CONSULTANT’s default of the Contract. This liability includes any increased costs incurred by the LIBRARY in completing contract performance.

In the event of termination by the LIBRARY for any cause, the CONSULTANT will have, in no event, any claim against the LIBRARY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the LIBRARY the CONSULTANT shall:

- Stop all work and SERVICES on the date and to the extent specified.
- Terminate and settle all orders and sub-contracts relating to the performance of the terminated work and SERVICES
- Transfer all work and SERVICES in process, completed work and SERVICES, and other materials related to the terminated work and SERVICES as directed by the LIBRARY.
- Continue and complete all parts of that work and SERVICES that have not been terminated.

If the CONSULTANT'S failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the CONSULTANT, the Contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

**B. TERMINATION FOR CONVENIENCE:**

The LIBRARY, by written notice, may terminate this Contract, in whole or in part, when it is in the LIBRARY's interest for convenience. If this Contract is terminated for convenience, the LIBRARY shall be liable only for goods or SERVICES properly delivered and accepted. The LIBRARY's Notice of Termination for convenience shall provide the CONSULTANT seven (7) days prior notice before it becomes effective. A termination for convenience may apply to individual Purchase Orders or to the Contract in its entirety.

**C. PAYMENT IN EVENT OF TERMINATION:**

If this Contract is terminated before performance is completed, the CONSULTANT's sole and exclusive remedy is payment for SERVICES performed, and CONSULTANT shall be only paid for the SERVICES satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount that is the same percentage of the Contract price as the amount of SERVICES satisfactorily completed is a percentage of the total SERVICES called for by the Purchase Orders and this Contract. Any additional costs incurred by the LIBRARY as a result of such termination shall be deducted from the amount due the CONSULTANT, in the event the Contract termination is for cause as described herein.

**VIII. TERMINATION NOTICE**

The LIBRARY's Chief Financial Officer, shall issue any and all notices involving termination of this contract.

**IX. INDEMNITY/INSURANCE AND SAFETY REQUIREMENTS**

CONSULTANT agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the LIBRARY's review or acceptance of insurance maintained by CONSULTANT is not intended to and shall not in any manner limit or qualify the liabilities assumed by CONSULTANT under this contract. CONSULTANT is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The CONSULTANT shall require and ensure that each of its sub-consultants providing SERVICES hereunder (if any) procures and maintains until the completion of their respective SERVICES, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength

Rating of A- Class VIII or better. (Note: State licenses can be checked via [www.floir.com/companysearch/](http://www.floir.com/companysearch/) and A.M. Best Ratings are available at [www.ambest.com](http://www.ambest.com))

➤ **Required Liability Coverage:**

- Commercial General Liability - The CONSULTANT shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 per occurrence. CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

➤ **Required Liability Endorsements:**

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.  
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.  
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

➤ **Required Automotive Coverage:**

- Business Automobile Liability - The CONSULTANT shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

➤ **Required Automotive Endorsements:**

- MCS-90- for operations governed by the Sections 29 & 30 of the Motor Carrier Act of 1980

➤ **Required Workers' Compensation Coverage:**

- Workers' Compensation - The CONSULTANT shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any CONSULTANT using an employee leasing company shall complete the Leased Employee Affidavit.

➤ **Required Workers' Compensation Endorsements:**

- Waiver of Subrogation- WC 00 03 13 or its equivalent

When a self-insured retention or deductible exceeds \$50,000 the LIBRARY reserves the right to request a copy of CONSULTANT most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the CONSULTANT agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the CONSULTANT agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage.

**By entering into this contract CONSULTANT agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the LIBRARY for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the CONSULTANT to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.**

Prior to execution and commencement of any operations/SERVICES provided under this Contract the CONSULTANT shall provide the LIBRARY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the CONSULTANT shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the LIBRARY Board of Trustees.

CONSULTANT shall submit insurance renewal certificates annually to the LIBRARY and immediately upon request by either the LIBRARY or the LIBRARY's contracted certificate compliance management firm. The certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. CONSULTANT shall notify the LIBRARY not less than thirty (30) business days (ten [10] business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The CONSULTANT shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the LIBRARY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

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

**Payment and Performance Bonds:** The CONSULTANT shall execute and deliver to the LIBRARY unconditional Payment and Performance Bonds in compliance with F.S. 255.05 as security for the faithful performance and completion of the Work and payment for all materials and labor furnished or supplied in connection with all Work included in the Contract Documents for each Purchase Order. These Bonds shall be in amounts at least equal to the Contract Amount in the

Purchase Order, shall name the LIBRARY as obligee and shall be in such form and by sureties of financial standing having a rating from A.M. Best Company (or other equivalent rating company) equal to or better than A- Class VI and must be included on the approved list of sureties issued by the United States Department of Treasury.

Should the Payment and Performance Bonds be issued by co-sureties, each surety listed on the bond shall meet the requirements above. In addition, each surety shall submit a power of attorney and all signatures of the co-sureties representatives shall be notarized and the "lead" surety shall be identified for the purposes of underwriting and claims management.

### **INDEMNIFICATION - CONSULTANTS:**

The CONSULTANT to the extent permitted in Section 725.08, Florida Statutes shall indemnify and hold harmless the LIBRARY and its officers and employees from liabilities damages, losses, and costs (including attorney's fees) to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of this Contract. The remedy provided to the LIBRARY by this paragraph shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise and shall survive the termination of this Contract.

### **SAFETY AND PROTECTION OF PROPERTY (for SERVICES provided on the premises of LIBRARY)**

The CONSULTANT shall at all times:

- ...Initiate, maintain and supervise all safety precautions and programs in connection with its SERVICES or performance of its operations under this Contract.
- Take all reasonable precautions to prevent injury to CONSULTANT employees, LIBRARY employees. LIBRARY attendees and all other persons affected by their operations.
- Take all reasonable precautions to prevent damage or loss to property of LIBRARY, or of other vendors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.
- Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:
  - ✓ ...Occupational Safety and Health Act (OSHA)
  - ✓ ...National Institute for Occupational Safety & Health (NIOSH)
  - ✓ ...National Fire Protection Association (NFPA)
  - ✓ ...American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)

**X.**

**TRUTH IN NEGOTIATION AND MAINTENANCE AND EXAMINATION OF RECORDS**

- A. The CONSULTANT hereby represents, covenants and warrants that wage rates and other factual unit costs supporting the compensation provided for in this Contract are accurate, complete and current as of the date of contracting. It is further agreed that the Contract price shall be adjusted to exclude any amounts where the LIBRARY determines the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.
- B. The CONSULTANT shall keep adequate records and supporting documents applicable to this Contract. Said records and documentation shall be retained by the CONSULTANT for a minimum of five (5) years from the date of final payment on this contract. If any litigation, claim or audit is commenced prior to the expiration of the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.
- C. If applicable, time records and cost data shall be maintained in accordance with generally accepted accounting principles.

This includes full disclosure of all transactions associated with the contract. Also, if applicable, all financial information and data necessary to determine overhead rates in accordance with Federal and State regulatory agencies and the contract shall be maintained.

- D. CONSULTANT's "records and supporting documents" as referred to in this Contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, invoices, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the LIBRARY's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract document.

Such records and documents shall include (hard copy, as well as computer readable data, written policies and procedures; time sheets; payroll registers; cancelled checks; sub-contract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating worksheets; correspondence; change order files (including pricing data used to price change proposals and documentation covering negotiated settlements); back-charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other CONSULTANT records which may have a bearing on matters of interest to the LIBRARY in connection with the CONSULTANT's dealings with the LIBRARY (all foregoing hereinafter referred to as "records and supporting documents") to the extent necessary to adequately permit evaluation and verification of:

- 1) CONSULTANT compliance with contract requirements; or
- 2) Compliance with provisions for pricing change orders; or
- 3) Compliance with provisions for pricing invoices; or
- 4) Compliance with provisions regarding pricing of claims submitted by the CONSULTANT or his payees; or

- 5) Compliance with the LIBRARY's business ethics; or
  - 6) Compliance with applicable state statutes and LIBRARY Ordinances/Regulations.
- E. Records and documents subject to audit shall also include those records and documents necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Contract. In those situations where CONSULTANT's records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), CONSULTANT agrees to provide the LIBRARY's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats.
- F. The LIBRARY and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the LIBRARY deems necessary throughout the term of this contract and for a period of five (5) years after final payment. Such activity shall be conducted during normal business working hours. The LIBRARY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying.
- G. The LIBRARY, during the period of time defined by the preceding paragraph, shall have the right to obtain a copy of and otherwise inspect any audit made at the direction of the CONSULTANT as concerns the aforesaid records and documentation.
- H. Records and documentation shall be made accessible at the CONSULTANT's local place of business. If the records are unavailable locally, it shall be the CONSULTANT's responsibility to ensure that all required records are provided at the CONSULTANT's expense including payment of travel and maintenance costs incurred by the LIBRARY's authorized representatives or designees in accessing records maintained out of the LIBRARY. The direct costs of copying records, excluding any overhead cost, shall be at the LIBRARY's expense.
- I. CONSULTANT shall require all payees (examples of payees include sub-consultants, insurance agents, material suppliers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between CONSULTANT and payee. Such requirements include a flow-down right of audit provisions in contracts with payees, which shall also apply to sub-consultants and sub-sub consultants, material suppliers, etc. CONSULTANT shall cooperate fully and shall cause all aforementioned parties and all of CONSULTANT's sub-consultants (including those entering into lump sum sub-contracts and lump sum major material purchase orders) to cooperate fully in furnishing or in making available to the LIBRARY from time to time whenever requested in an expeditious manner any and all such records, documents, information, materials and data.
- J. The LIBRARY's authorized representatives or designees shall have reasonable access to the CONSULTANT's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall have adequate and appropriate work space, in order to conduct audits in compliance with this article.
- K. Even after a change order proposal has been approved, CONSULTANT agrees that if the LIBRARY later determines the cost and pricing data submitted was inaccurate, incomplete, not current or not in compliance with the terms of the Contract regarding pricing of change orders, then an appropriate contract price reduction will be made. Such post-approval

contract price adjustment will apply to all levels of Consultants and/or sub-consultants and to all types of change order proposals specifically including lump sum change orders, unit price change orders, and cost-plus change orders.

- L. If an audit inspection or examination by the LIBRARY, or its designee, in accordance with this article discloses overpricing or overcharges (of any nature) by the CONSULTANT to the LIBRARY in excess of one-half of one percent (0.5%) of the total contract billings, the reasonable actual cost of the LIBRARY's audit shall be reimbursed to the LIBRARY by the CONSULTANT. Any adjustments and /or payments that must be made as a result of any such audit or inspection of the CONSULTANT's invoices and/or records and supporting documents shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the LIBRARY's findings to the CONSULTANT.

### **XI. OWNERSHIP OF DOCUMENTS**

It is understood and agreed that all documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its SERVICES hereunder and are the property of the LIBRARY upon acceptance of same by the LIBRARY.

### **XII. WORK COMMENCEMENT/PROGRESS/DELAYS**

- A. **COMMENCEMENT AND TERM OF JOB:** The SERVICES to be rendered by the CONSULTANT shall be commenced subsequent to the execution of this Contract and upon written notice to proceed from the LIBRARY or designee for a specific project. SERVICES shall be completed within the time period agreed upon after Notice to Proceed.
- B. **JOB SEGMENT DEADLINES:** A detailed segment completion schedule will be included in each Purchase Order. The purpose of this schedule is to:
1. Provide job segment deadlines for the CONSULTANT upon which the LIBRARY may rely;
  2. Provide guidance for the LIBRARY in honoring the CONSULTANT'S monthly invoices for progress payments; and
  3. Provide a framework against which the LIBRARY may suspend progress payments as provided in Article II C hereof.
- C. **CONFERENCES:** The LIBRARY will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of the LIBRARY, or of other agencies interested in the Project on behalf of the LIBRARY. Either party to the Contract may request and be granted a conference.
- D. **DELAYS NOT FAULT OF CONSULTANT; DISCRETIONARY EXTENSIONS OF COMPLETION TIME BY LIBRARY:** In the event there are delays on the part of the LIBRARY as to the approval of any of the drawings submitted by the CONSULTANT, or if there are delays occasioned by circumstance beyond the control of the CONSULTANT which delay the Project Schedule completion date, the LIBRARY may grant to the

CONSULTANT, by "Letter of Approval of Project Schedule" an extension of the Contract time or revision to the Project Schedule, equal to the aforementioned delays, provided there are no changes in compensation or scope of SERVICES. It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient Contract time remains within which to complete SERVICES on the Project. In the event there have been delays which would affect the Project completion date, the CONSULTANT shall submit a written request to the LIBRARY which identifies the reason(s) for the delay and the amount of time related to each reason.

The LIBRARY will review the request and make a determination as to granting all or part of the requested extension.

**E. SUSPENSION OF SERVICES BY LIBRARY:**

1. Right of LIBRARY to Suspend SERVICES and Order Resumption – The performance of CONSULTANT'S SERVICES hereunder may be suspended by the LIBRARY at any time. However, in the event the LIBRARY suspends the performance of CONSULTANT'S SERVICES hereunder, it shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by CONSULTANT. The LIBRARY shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT prior to the effective date of such suspension. LIBRARY shall thereafter have no further obligation for payment to the CONSULTANT unless and until the LIBRARY notifies the CONSULTANT that the SERVICES of the CONSULTANT called for hereunder are to be resumed. Upon receipt of written notice from the LIBRARY that CONSULTANT'S SERVICES hereunder are to be resumed, CONSULTANT shall complete the SERVICES of CONSULTANT called for in any Purchase Order and this Contract and CONSULTANT, shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to it under this Contract, same to be payable in the manner specified herein.

In no event will the compensation or any part thereof become due or payable to CONSULTANT under this Contract unless and until CONSULTANT has attained that stage of SERVICES where the same would be due and payable to CONSULTANT under the provision of this Contract.

2. Renegotiation by CONSULTANT; Right to Terminate – If the aggregate time of the LIBRARY'S suspension or suspension of CONSULTANT'S SERVICES for a particular Purchase Order exceeds one hundred twenty (120) days, then CONSULTANT and LIBRARY shall, upon request of CONSULTANT, meet to assess the SERVICES remaining to be performed and the total fees paid to CONSULTANT hereunder. The parties shall then have the opportunity of negotiating a change in fees to be paid to the CONSULTANT for the balance of the SERVICES to be performed hereunder. No increase in fees to the CONSULTANT shall be allowed unless based upon clear and convincing evidence of an increase in CONSULTANT'S costs attributable to the aforesaid suspensions. If an increase in the CONSULTANT'S cost is demonstrated by clear and convincing evidence and the LIBRARY refuses to increase said fees, CONSULTANT may terminate this Contract by delivering written notice thereof to the LIBRARY within ten (10) days after the LIBRARY has given notice of its refusal to increase said fees.

### **XIII. STANDARDS OF CONDUCT**

- A. The CONSULTANT represents that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract.
- B. The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin in the performance of work under this Contract.
- C. The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of this Contract will be immediately disclosed in writing to the LIBRARY. Violation of this section will be considered as justification for immediate termination of this Contract under the provisions of Article VII.
- D. The CONSULTANT and its subsidiaries, sub-consultants or affiliates who designed the project, shall be ineligible for the award of the construction contract for that project.

### **XIV. ASSIGNABILITY; EMPLOYMENT OF SPECIALISTS**

- A. The CONSULTANT shall maintain an adequate and competent professional staff and may associate with such staff, professional specialists for the purpose of ensuring and enlarging its SERVICES hereunder, without additional cost to the LIBRARY. Should the CONSULTANT desire to utilize such specialists, the CONSULTANT is fully responsible for satisfactory completion of all work within the scope of this Contract.
- B. The CONSULTANT shall be responsible for the integration of all specialists or outside professional work into the documents and for all payments to such specialists or subconsultants from the fee heretofore stated. SERVICES rendered by the CONSULTANT in connection with coordination of the SERVICES of the aforementioned personnel shall be considered within the scope of the basic Contract and no additional fee will be due the CONSULTANT for such SERVICES.
- C. The CONSULTANT shall not assign any interest in this Contract and shall not transfer any interest in the same without prior written approval of the LIBRARY, provided that claims for the money due or to become due the CONSULTANT from the LIBRARY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the LIBRARY.

## **XV. INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY**

- A. The provisions of Florida Statute 768.28 applicable to LIBRARY apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the LIBRARY acting within the scope of his/her office or employment are subject to the limitations specified in this statute.
- B. No officer, employee or agent of the LIBRARY acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.
- C. The LIBRARY shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

## **XVI. EQUAL OPPORTUNITY**

The LIBRARY's policies of equal opportunity and non-discrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified. It is also the LIBRARY policy that person(s) doing business with the LIBRARY shall recognize and comply with this policy and that the LIBRARY shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:

- A. The CONSULTANT shall adopt and maintain or provide evidence to the LIBRARY that CONSULTANT has adopted and maintains, a policy of nondiscrimination throughout the term of this Agreement.
- B. The CONSULTANT agrees that, on written request, the CONSULTANT shall permit reasonable access to all business records or employment, employment advertisement, applications forms, and other pertinent data and records, by the LIBRARY, for the purpose of investigating to ascertain compliance with the non-discrimination provisions of this contract; provided, that the Contractor shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.
- C. The CONSULTANT agrees that, if any obligations of this contract are to be performed by sub-contractor(s), the provisions of subparagraphs 1 and 2 of this Section shall be incorporated into and become a part of the sub-contract.

## **XVII. CONTROLLING LAWS**

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the provisions of this Contract will be held in Orange County, Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

### **XVIII. CONTRACT CLAIMS**

“Claim” as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a CONSULTANT against the LIBRARY relating to a particular contract shall be submitted to the LIBRARY’s Chief Financial Officer in writing clearly labeled “Contract Claim” requesting a final decision. The CONSULTANT also shall provide with the claim a certification as follows: “I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the CONSULTANT believes the LIBRARY is liable; and that I am duly authorized to certify the claim on behalf of the CONSULTANT.”

**Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.**

The decision of the LIBRARY’s Chief Financial Officer shall be issued in writing and shall be furnished to the CONSULTANT. The decision shall state the reasons for the decision reached. The LIBRARY’s Chief Financial Officer shall render the final decision within sixty (60) days after receipt of CONSULTANT’s written request for a final decision. The LIBRARY’s Chief Financial Officer decision shall be final and conclusive.

The CONSULTANT shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the LIBRARY’s Chief Financial Officer.

### **XIX. AVAILABILITY OF FUNDS**

The obligations of LIBRARY under this Contract are subject to availability of funds lawfully appropriated for its purpose by the LIBRARY Board of Trustees, or other specified funding source for this contract.

### **XX. PROHIBITION AGAINST CONTINGENT FEES**

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract. For the breach or violation of this provision, the LIBRARY shall have the right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

## **XXI. TOBACCO FREE CAMPUS**

All LIBRARY facilities and operations shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to CONSULTANT and their personnel during contract performance on LIBRARY owned or leased property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

## **XXII. VERIFICATION OF EMPLOYMENT STATUS**

Prior to the employment of any person performing SERVICES under this contract, the CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all employees within the State of Florida that are hired by the CONSULTANT after the execution of the contract who are providing labor under the contract during the contract term; and, (b) all employees within the State of Florida of any of the CONSULTANT'S sub-consultants that are hired by those sub-consultants after the execution of the contract who are providing labor under the contract during the contract term. Please refer to USCIS.gov for more information on this process.

**Only those employees determined eligible to work within the United States shall be employed under the contract.**

Therefore, by submission of a proposal in response to this solicitation, the CONSULTANT confirms that all employees in the above categories will undergo e-verification before performing labor under this contract. The CONSULTANT further confirms his commitment to comply with the requirement by completing the E-Verification certification, contained in this solicitation.

## **XXIII. ASBESTOS FREE MATERIALS**

CONSULTANT shall provide a written and notarized statement on company letterhead to certify and warrant that the project was built with asbestos free materials. Such statement shall be submitted with the final payment request. Final payment shall not be made until such statement is submitted. CONSULTANT agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction, CONSULTANT shall be liable for all costs related to the abatement of such asbestos.

## **XXIV.**

### **DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:**

By executing this Contract, the CONSULTANT affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its sub-contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**XXV.**

**FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS:**

By executing this Contract, the CONSULTANT affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

**XXVI. SEVERABILITY**

The provisions of this Contract are declared by the parties to be severable. However, the material provisions of this Contract are dependent upon one another, and such interdependencies a material inducement for the parties to enter into this Contract. Therefore, should any material term, provision, covenant or condition of this Contract be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

**XXVII.**

**PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)**

The LIBRARY is a public agency subject to Chapter 119, Florida Statutes. The Consultant agrees to comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

- Keep and maintain public records required by LIBRARY to perform the service.
- Upon request from LIBRARY's custodian of public records, provide LIBRARY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to LIBRARY.
- Upon completion of the contract, CONSULTANT agrees to transfer at no cost to LIBRARY all public records in possession of the CONSULTANT or keep and maintain public records required by LIBRARY to perform the service. If the CONSULTANT transfers all public record to LIBRARY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to LIBRARY, upon request from LIBRARY's custodian of public records, in a format that is compatible with the information technology systems of LIBRARY.
- A CONSULTANT who fails to provide the public records to LIBRARY within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

- **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT LOVEVIA WILLIAMS, THE LIBRARY'S CUSTODIAN OF PUBLIC RECORDS AT:**

Orange County Library System  
 Attn: Public Records Custodian  
 5<sup>th</sup> Floor Finance Offices  
 101 East Central Blvd.  
 Orlando, Florida 32801

**XXVIII.**  
**SCRUTINIZED COMPANIES LIST**

By executing this Agreement, the CONSULTANT certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725 of the Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473 of the Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5) of the Florida Statutes, Space Florida may immediately terminate this Agreement for cause if the CONSULTANT is found to have submitted a false certification as to the above or if the CONSULTANT is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If LIBRARY determines that the CONSULTANT has submitted a false certification, LIBRARY will provide written notice to the CONSULTANT. Unless the CONSULTANT demonstrates in writing, within 90 calendar days of receipt of the notice, that LIBRARY's determination of false certification was made in error, LIBRARY shall bring a civil action against the CONSULTANT. If LIBRARY's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the CONSULTANT, and the CONSULTANT will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of LIBRARY's determination of false certification by the CONSULTANT.

b. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition in this Section, this Section shall be null and void without further action of the parties.

CONSULTANT

Orange County Library Systems

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
 Kristopher S. Shoemaker  
 CMA, CGFO, CPFIM, CHAE, CHTP  
 Chief Financial Officer

\_\_\_\_\_  
 Name Typed or Printed

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 LIBRARY Sign Date

\_\_\_\_\_  
 Consultant Signed Date

**Exhibit "A"**  
**Scope of Services**

- I. Services. The FIRM shall provide and or perform and be fully responsible for the various professional construction management services required for each assigned project either by self-performance or through subcontractors. The various professional construction management services, depending on the scope, composition and complexity of each project may include, but not necessarily be limited to:

The required construction management services encompasses minor construction, repair, remodeling, renovation, rehabilitation, alteration, upgrade, maintenance services, site work and new construction related to Library buildings and facilities located throughout Orange County Florida generally with limited design requirements and valued generally less than \$1,000,000. Because any Services under this continuing contract will be on an as needed basis, exact project specifications are generally not available. The Services shall be performed in accordance with industry standards and in compliance with federal, state, and local published rules, regulations, standards and/or statutes.

Exhibit "B"  
Fees and Hourly Rates