

REQUEST FOR QUALIFICATIONS #OCLS-Roof-24-001 ROOFING CONTRACTOR SERVICES FOR OCLS Orlando Public Library Roof Replacement

Issue Date: March 13, 2024

Due Date: June 10, 2024

1. PURPOSE:

The Orange County Library District (further referred as LIBRARY), an independent special taxing district to the State of Florida, is soliciting sealed written qualifications from Florida-licensed roofing contractors (further referred as RC or RESPONDENT) to replace the roof at its Orlando Public Library facility. The Responses to this Request for Qualifications (RFQ) are to include the roofing construction services through the final certificate of occupancy/completion. Copies of the Request for Qualifications may be obtained from the LIBRARY's RFQ Project Coordinator noted below or via the Library's Procurement Portal at <https://www.ocls.info/board-trustees/advertised-solicitations>.

2. RFQ PROJECT COORDINATOR:

To ensure that your Response 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: Kristopher Shoemaker, Chief Financial Officer
E-Mail: OCLSBIDS@ocls.info

RESPONDENTS shall not contact any member of the LIBRARY or the LIBRARY's Board of Trustees (except as provided below) regarding this RFQ 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.

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3. 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.

4. SOLICITATION CANCELLATIONS:

The LIBRARY reserves the right to accept or to reject any or all Responses and to make the award to that RC who, in the opinion of the LIBRARY, will be in the best interest of and/or the most advantageous to the LIBRARY. The LIBRARY also reserves the right to reject the Responses of any RC who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the LIBRARY's opinion, is not in a

position to perform properly under this award. The LIBRARY reserves the right to inspect all facilities and equipment of the RC in order to make a determination as to the foregoing. The LIBRARY reserves the right to waive any irregularities and technicalities and may, at its discretion, request a resubmittal of responses. The LIBRARY shall use a qualifications based and competitive negotiation process (section 287.055 of the Florida Statutes) in selecting the RC.

The LIBRARY reserves the right to request clarification of information submitted and to request additional information of one or more RESPONDENTS after the deadline for receipt of Responses.

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

5. DRAFT CONTRACT:

The contract that the LIBRARY intends to use for award is a modified AIA 104-2017 Standard Form of Agreement, a copy is enclosed for reference. **Any exceptions to this contract must be clearly indicated by return of the contract with the Response, with exceptions clearly noted.** The LIBRARY has the right to require the selected RESPONDENT to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its discretion.

6. PROJECT OVERVIEW:

The LIBRARY desires to have the roof replaced at its Orlando Public Library, located at 101 East Central Blvd. Orlando, FL 32801.

The RC will remove and replace the approximately 37,000 sq. ft. in Phase 1 and 47,000 sq. ft. in Phase 2 of built-up roofing in accordance with attached drawings and Project Manual(s). RC is to be mindful of keeping a safe and clean worksite and ensuring a safe access to the facility for LIBRARY patrons and staff. The LIBRARY intends to be fully operational while this project is underway.

The design team consists of:

Architect of Record:
KMF Architects
839 N. Magnolia Avenue
Orlando, Florida 32803
Tel 407-299-1988
Web: KMFARCHITECTS.COM
License Number AR93580

6.A SCOPE OF SERVICES (See Project Manual(s) and Drawings For More Specifics):

The LIBRARY is seeking the services of a qualified RC to perform the following services regarding the removal and replacement of the Orlando Public Library roofing system. This project includes,

but is not limited to, the removal of the existing single-ply built up roof, insulation and sheathing down to the concrete waffle slab/lightweight concrete topping; remove & replace fascia, flashings, cleats, roof access ladder; replace/repair any damaged and deteriorated decking/coverboards; install at a minimum new R25 3-ply modified bituminous roofing with ¼" per foot slope with two (2) layers of two (2) inch insulation mechanically fastened base sheet and a cover board; add new walkway pad, roof drains, roof access ladder, lightning ground wire, flashings up the back of parapets, and all new prefinished ANSI-SPRI metals. The total roofing, insulation and metals work shall be covered by a 25 year no dollar limit labor and material Manufacturer's / Contactor's Workmanship Warranty. Special conditions apply regarding final acceptance and post construction thermal imaging of the roof.

1. Perform RC duties to ensure the removal and replacement of the Orlando Public Library roofing system as noted in the Project Manual(s) and on the attached drawings. Including obtaining all required permits, arranging all inspections and final Certificate of Occupancy/Completion.
2. Ensure compliance with ALL Federal, State and Local codes and regulations (ie: building, roofing, fire, electrical, plumbing, life/safety, etc.).
3. Ensure a safe and clean work area by keeping work area free from debris throughout the day and at the end of the day (especially food and drink waste). RC is to provide and maintain barricades, temporary lighting and other safety devices required by applicable regulatory agencies.
4. Review each site to verify existing conditions with LIBRARY's Project Coordinator prior to starting the construction phase.
5. Maintain a qualified full-time non-working supervisor on the job site while work is in progress. The Supervisor shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
6. Coordination (See Project Manual(s) and Drawings For More Specifics):
 - a. The RC, subcontractors, vendors, manufacturers, etc. are responsible for the review of Project Manual(s) and ALL contract drawings to assure all work is properly coordinated between all parties.
 - b. The RC shall schedule, coordinate, construct and review all work in a timely manner to avoid delays.
 - c. The RC will provide, at a minimum, weekly progress reports and a two (2) week look ahead schedule to the LIBRARY's Project Coordinator.
 - d. The RC will submit, prior to commencement of work, a " Construction Safety Plan " depicting how they will keep exit ways protected and in a safe condition while the LIBRARY is occupied.

- e. RC will schedule roof loading and overhead crane operations which shall be scheduled as much as practicable during times the facilities are unoccupied or during low traffic hours.
- f. RC shall consult with local governing authorities having jurisdiction regarding noise abatement requirements and construction operations, if applicable.
- g. A copy of all required city, county and state licenses that are applicable to this project shall be supplied to the Library's Project Coordinator prior to the appropriate work commencing.
- h. RC, RC's personnel and RC's subcontractor personnel shall observe the rules of conduct prescribed by owner in the Project Manual(s) in regards to work on this project. As well as the LIBRARY's Rules of Conduct attached to this RFQ.
- i. RC will attend, take and distribute minutes of Pre-Construction Meeting(s), Site Mobilization Meeting(s), Progress Meeting(s), etc.. Notes will be distributed within 72 hours after each meeting.

7. Removal (See Project Manual(s) and Drawings For More Specifics):

- a. The roof system is to be removed down to the existing light weight concrete deck, existing metals and gutters are to be removed and replaced.
- b. Replace damaged, wet and deteriorated light weight concrete per unit cost allowances.
- c. Prepare and maintain worksite and schedule to allow the facility to be open and accessible by LIBRARY staff and patrons.
- d. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete.
- e. Replace materials as specified for finished Work.
- f. Remove debris and abandoned items from area and from concealed spaces on a daily basis.
- g. Provide, erect, and maintain temporary barriers and security devices.
- h. Protect existing landscaping materials, appurtenances, structures and adjacent roofs which are not to be removed.
- i. Conduct removal of all trash and debris to minimize interference with adjacent structures and occupants.
- j. Any materials damaged by the removal process that are out of the scope of work, as specified by the contract documents, must be replaced at no additional cost to the owner.

- k. Cease operations immediately if adjacent structures appear to be in danger. Notify LIBRARY's Project Coordinator and the Architect. Do not resume operations until directed.
 - l. Conduct operations with minimum interference to public or private accesses. Maintain egress and access at all times.
 - m. Remove demolished materials from site. Do not burn or bury materials on site. Leave site in clean condition.
- 8. Replacement (See Project Manual(s) and Drawings For More Specifics):**
- a. Execute work by methods to avoid damage to other Work, and to provide proper surfaces to receive patching and finishing.
 - b. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
 - c. Clean substrate surfaces prior to applying next material or substance.
 - d. Seal cracks or openings of substrate prior to applying next material or substance.
 - e. Use specified materials and fasteners as specified in the Project Manual(s).
 - f. Discard material with defects which might impair quality of work and units which are too small to fabricate work with minimum joints or optimum joint arrangement.
 - g. Set carpentry work accurately to required levels and lines, with members plumb and true and accurately cut and fitted.
 - h. Securely attach carpentry work to substrate by anchoring and fastening as shown or as required by recognized standards. Countersink fastener heads on exposed carpentry work.
 - i. Use fasteners and anchorages as indicated. Make tight connections between members. Install fasteners without splitting of wood; pre-drill as required. Holes drilled oversized or wallered out, shall be re-drilled.
 - j. Place horizontal members, crown side up.
 - k. Construct curb members of treated solid wood sections.
 - l. Do not install wood nailers or sheathing more than one day in advance from installation of roofing. Install dry-in felt over any wood nailers and sheathing.

- m. **Basis of Design is Soprema:** Siplast, Derbigum or Garland are accepted alternate manufacturer's subject to meeting the specifications and all warranty requirements.
 - i. Roof Membranes: 3 ply torch applied modified bitumen roof membrane consisting of a base ply, inter ply, and a cap sheet that includes bright white granules.
 - ii. Cover Board: 1/4" Sopra Board (or Siplast/Derbigum/Garland equivalent) mechanically fastened.
 - iii. Insulation: Two (2) layers of two (2) inch thick faced polyisocyanurate insulation boards.
 - iv. Prefinished Aluminum Metals: Copings, facias, facia extensions, counter-flashings, gutters, downspouts, and custom shapes
- n. Substantial Completion Special Requirement: Pull test shall be performed where designated by the owner's representative.
- o. Warranty shall not require the Owner to perform anything but normal routine inspection and maintenance. Owner shall not be required to log roof access, hailstorms, sever weather events, nor any other task or recording that would restrict the Owner's rights to a warranty claim.
- p. Post Construction Requirements: Contractor shall provide the Owner a third party roof thermal scan three (3) to six (6) months after substantial completion.

7. PERMITS AND FEES:

In compliance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each permit, license, and/or fee applicable to this work/project (before and during construction) that will either be paid by the RC or by the LIBRARY as negotiated:

- Note: The Orlando Public Library is located within the City of Orlando's jurisdiction.

8. TIME:

Upon successful contract approvals and negotiation, a lump sum contract for roofing contractor services and contractual completion date(s) shall be negotiated between the RC and the LIBRARY.

9. INSTRUCTIONS TO PROPOSERS:

RESPONDENTS desiring to submit a response to this RFQ for the SERVICES, as described herein, shall submit **printed** Responses in one sealed package and clearly labeled “ RFQ OCLS-ROOF-24-001 Orlando Public Library Roofing Replacement “.

- 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 PDF format – the most recent software version.
- **Responses shall be submitted no later than 3:00 P.M. local time, on Monday, June 10, 2024 to:**

Orange County Library System
Attn: Kristopher Shoemaker, Chief Financial Officer
5th Floor Human Resources Reception Desk
101 East Central Blvd.
Orlando, Florida 32801

NOTE: Only the RESPONDENT’s qualifications are to be submitted at this time. The cost of the project will be negotiated after the Library Board of Trustees approves the ranking of the RESPONDENTS.

- If your response contains any information deemed confidential, in accordance with Chapter 119 of the Florida Statutes, provide a PDF file via a USB drive (can be on same drive as Proposal) with the word “ REDACTED “ in the file name.
- **RESPONDENTS are cautioned that they are responsible for delivery to the specific location cited above. The LIBRARY will not be responsible for deliveries made to any place other than the specified address noted above. Therefore, if your Response 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 5th floor reception desk.**
- **The time and date for receipt of Responses will be strictly observed.** The LIBRARY shall not be responsible for late deliveries. The date stamp and clock in the LIBRARY’s 5th Floor Human Resources Reception Desk shall serve as the official authority to determine timeliness of the Proposal. **RCs accept all risks of late delivery of mailed and hand delivered responses regardless of fault.**
- Responses received after the specified time and date shall be considered non-responsive and the Library will not accept late submittals. The decision to refuse to consider a Response that was received beyond the date/time established in the solicitation shall not be the basis for a protest. All Responses will be opened publicly, and the names of all RESPONDENTS shall be read aloud.

- Faxed or E-Mailed Responses 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 PROPOSER.
- 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.

10. PRELIMINARY SCHEDULE:

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

Event	Date	Time
Announcement of RFQ	03/13/2024	10:00 A.M.
Pre-Response Conference & Site Visit (MANDATORY)	03/29/2024	9:00 A.M.
Additional Site Review	04/01-12/2024	TBD
Question Submission Deadline	04/29/2024	3:00 P.M.
Question Responses Posted	05/03/2024	3:00 P.M.
RFQ Response Package Due	06/10/2024	3:00 P.M.
RFQ Evaluated (Part 1 & 2)	06/11-26/2024	TBD
Inform PROPOSERs of Short-Listed Rankings	06/27/2024	3:00 P.M.
Oral Presentations	07/15-16/2024	TBD
Final Evaluation (Part 3)	07/17-19/2024	TBD
LIBRARY Board of Trustee Ranking Approval	08/08/2024	6:00 P.M.
Contract Negotiations	08/09-23/2024	TBD
LIBRARY Board of Trustee Contract Approval	09/12/2024	6:00 P.M.
Tentative Date to Award Contract	09/13/2024	TBD
Project Start Date	10/01/2024	8:00 A.M.
Project Complete Date – To Be Negotiated	05/22/2025	5:00 P.M.

11. MANDATORY PRE-PROPOSAL CCONFERENCE:

A **MANDATORY** Pre-Response Conference and Site Visit will be conducted on **Wednesday, March 29, 2024 at 9:00 am**. The meeting location will be held at the Orange County Library System’s Orlando Public Library which is located at 101 East Central Blvd, Orlando, FL 32801. Paid/metered parking is available in the garage across the street or surface parking on Rosalind and also Wall Street. All interested parties are required to send a minimum of 1 and a maximum of 3 representatives to this **MANDATORY** meeting. Note: This is the only opportunity to visit the site and be eligible to submit Responses. While at the pre-response meeting take note of the limited area available for staff parking and material laydown.

Note: Each eligible RESPONDENT will be given a total of eight (8) hours between April 1st and 12th, 2024 to make a detailed inspection and review of the work area, take measurements, etc. RESPONDENTS are to coordinate with the LIBRARY's Construction Manager for these additional review times.

12. RC PRESENTATIONS:

Oral presentations and interviews of responding RCs 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 Monday, July 15th and Tuesday, July 16th 2024, time of oral presentations is TBD.** These presentations/interviews will focus on 1) the qualification of the Project Manager and Project Superintendent to run the job; 2) the logistics and material handling and 3) the safety plan for the project. The LIBRARY desires to select at least three (3) RCs to provide oral presentations. Attendees from the RC must include the Project Manager responsible for the coordination of the Orlando Public Library Roof Replacement Project and the Project Superintendent who will be responsible for the on-site daily operations. RC may choose to include up to one (1) additional attendee if felt necessary for a maximum of three (3).

13. 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 award notification. Failure to file a protest to the LIBRARY's Chief Financial Officer by 5:00 PM on the fifth full business day after the award notification date shall constitute a waiver of protest proceedings.

GENERAL TERMS AND CONDITIONS

G-1. GENERAL INFORMATION

The Response page(s), and all forms listed on the response page(s) shall be completed, signed, and sealed and submitted per **Section 9 "INSTRUCTIONS TO PROPOSERS:** " above, on or before the specified time and date.

Failure to comply with the preceding requirements shall result in the rejection of the Response.

By submission of a Response, the RC agrees that all costs associated with the preparation of his/her Response will be the sole responsibility of the RC. The RC also agrees that the LIBRARY bears no responsibility for any costs associated with the preparation of the Response and/or any administrative or judicial proceedings resulting from the solicitation process.

The RC understands that this RFQ does not constitute an agreement or contract between the LIBRARY and the RC.

Any RC who submits in its Response 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 RC to comply with the INSTRUCTIONS TO PROPSEER and GENERAL TERMS AND CONDITIONS of this Request for Qualifications, unless specifically identified as a mandatory requirement by the word "shall", may render the Response non-responsive and ineligible from further consideration.

G-2. QUESTIONS REGARDING THIS SOLICITATION

All questions or concerns regarding this Request For Qualifications shall be submitted via email to OCLSBIDS@ocls.info no later than 3:00 PM Monday, April 29, 2024 referencing the RFQ number. The LIBRARY shall issue an addendum to the Request For Qualifications addressing the written questions submitted by the specified due date. The addendum shall be available on the Library's Procurement Website <https://ocls.info/board-trustees/advertised-solicitations> for access by potential RCs. RCs are instructed not to contact the initiating division directly.

This provision exists solely for the convenience and administrative efficiency of the LIBRARY. No RESPONDENT or other third party gains any rights by virtue of this provision or the application thereof, nor shall any RESPONDENT or third party have any standing to sue or cause of action arising there from.

G-3. CLARIFICATIONS

It is the RC's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Request For Qualifications. Lack of understanding and/or misinterpretation of any portions of this Request For Qualifications shall not be cause for subsequent protest of award. RCs must contact the LIBRARY's Chief Financial Officer, via email to OCLSBIDS@ocls.info **prior** to the opening of RFQ responses, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the CMAR and the LIBRARY.

G-4. INSPECTION OF FACILITIES/AREAS

It is the RC's responsibility to become fully informed as to the nature and extent of the work required, local site conditions and any other factors that may impact performance of the contract. The responsibility to inspect the worksite is the sole responsibility of the RC. **The only date to inspect the facility and become eligible to submit a Response is during the MANDATORY pre-response meeting on Friday, March 29, 2024.**

Note: Each eligible RESPONDENT will be given a total of eight (8) hours between April 1st and 12th, 2024 to make a detailed inspection and review of the work area, take measurements, etc. Proposers are to coordinate with the LIBRARY's Construction Manager for these additional review times. **RC's may bring their own drones to access roof for the inspection, with the permission of the City of Orlando and appropriate Authorities Having Jurisdiction (AHJ) over the use of drones.**

Failure to visually inspect the facilities and any resulting lack of understanding and/or misinterpretation of the scope of the work involved from this Request For Qualifications shall not be cause for withdrawal of your Response after opening or for subsequent protest of award. After contract award, no additional compensation shall be made as a result of differences between actual labor and materials required to complete the project and the contract amount.

G-5. CONTRACTUAL AGREEMENT

This Request For Qualifications shall be included and incorporated in the final contract (a modified AIA 104-2017 Standard Form of Agreement) and/or purchase order. The order of contract precedence will be the contract (purchase order), RFQ document (including Project Manual(s) and Drawings), and Response. Any and all legal actions associated with this Request For Qualifications and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida

G-6. FEDERAL AND STATE TAX

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

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

Note: The LIBRARY will exercise "Owner Direct Purchase" to purchase a majority of the materials (mainly the coverboards, insulation and ply sheets) to save money on sales tax.

G-7. not used.

G-8. CONFLICT OF INTEREST

The award is subject to provisions of applicable State Statutes and LIBRARY Procedures. All RESPONDENTs must disclose with their Response the name of any officer, director, or agent who is also an employee the LIBRARY. Further, all RESPONDENTs must disclose the name of any LIBRARY employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the RESPONDENTs company or any of its subsidiaries/branches. Should the

RESPONDENT permanently or temporarily hire any LIBRARY employee who is, or has been, directly involved with the RC prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the LIBRARY.

G-9. LEGAL REQUIREMENTS

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

G-10. MISTAKES

In the event of extension error(s), the unit price will prevail and the RESPONDENT's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the RESPONDENT's total will be corrected accordingly.

RESPONDENTS must check the math on their Responses where applicable. Failure to do so will be at the RESPONDENT's risk. Responses having erasures or corrections must be initialed in ink by the RESPONDENT.

G-11. AVAILABILITY OF FUNDS

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

G-12. 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.

G-13. 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.

G-14. FORMS

All Responses must be submitted on the LIBRARY's standard Response Form.

G-15. REFERENCES

A contact person shall be someone who has personal knowledge of the RESPONDENT's performance for the specific requirement listed. Contact person shall have been informed that they are being used as a reference and that the LIBRARY may be contacting them. More than one person can be listed but all shall have knowledge of the project. The reference shall be the owner or a representative of the owner. Contractors or sub-contractors who provided services under the referenced project (contract) shall not be accepted as references. **DO NOT** list principals or officers who shall 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 responsibility of the RESPONDENT.

G-16. RC's REPRESENTATION AND AUTHORIZATION:

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

- The RC warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the RC, 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 RC 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.
- The RC 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 RC, 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 RC 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 RC has fully informed the LIBRARY in writing of all convictions of the RC, its affiliates (as defined in subsection 287.133(l) (a) of the *Florida Statutes*), and all directors, officers, and employees of the RC 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 RC 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 RC 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 RC's preparation of its response.
- The RC 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 RC certifies it does not do business in Cuba or Syria.

G-17. INSURANCE AND BOND REQUIREMENTS:

The LIBRARY shall be named as additional insured on all policies. The selected RC 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 the selected RC is not intended to and shall not in any manner limit or qualify the liabilities assumed by RC under this contract. The selected RC 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 RC shall require and ensure that each of its sub-contractors 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/ and A.M. Best Ratings are available at www.ambest.com)

➤ **Required Liability Coverage:**

- Commercial General Liability - The RC 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 (one million dollars) per occurrence**, \$2,000,000 general aggregate and \$2,000,000 aggregate for products completed operating hazard. **Builder's Risk Insurance shall be provided by the LIBRARY.** RC shall also maintain umbrella coverage of \$3,000,000 each occurrence/combined. The RC 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 RC 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 RC does not own automobiles the RC 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: None

➤ **Required Workers' Compensation Coverage:**

- Workers' Compensation - The RC 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 RC using an employee leasing company shall complete the Leased Employee Affidavit. Note: The use of employee leasing companies is not permitted under this RFQ and resulting contract.

➤ **Required Workers' Compensation Endorsements:**

Waiver of Subrogation- WC 00 03 13 or its equivalent

➤ **Required Fidelity Liability Coverage:**

Fidelity / Employee Dishonesty - with a limit of not less than or equal to the Contract Amount per occurrence/claim

When a self-insured retention or deductible exceeds \$50,000 the LIBRARY reserves the right to request a copy of the RC's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the RC 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 RC 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 RC of the obligation to provide replacement coverage.

By entering into this contract RC 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 RC to enter into a pre-loss agreement to waive subrogation without an endorsement, then RC 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 RC shall provide the LIBRARY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the RC 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.

The RC 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 RC has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. The RC 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 RC 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

Bonds: RC shall furnish unconditional performance and payment bonds in an amount equal to 100% of the Contract Sum. The bonds shall comply with the requirements of Florida Statutes Section 255.05; however, "Conditional" Payment Bonds shall not be acceptable.

G-18. INDEMNIFICATION

To the fullest extent permitted by law, the RC shall defend, indemnify, and hold harmless the LIBRARY, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses including attorney's fees of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the RC or its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the LIBRARY.

G-19. KEY PERSONNEL

The RC must list the Project Manager, Project Superintendent, Quality Assurance Supervisor and other key personnel that will be assigned to this project. The listing will need to include their biography, years of service in the industry, years of service with the RC and their role in the project.

G-20. REFERENCE CHECKS

The contact person listed as a reference shall be someone who has personal knowledge of the RESPONDENT'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 owners, 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 RC or individual hired by the owner to oversee the roofing project performed by RESPONDENT

G-21. VERIFICATION OF EMPLOYMENT STATUS:

Prior to the employment of any person under this contract, the RC 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 RC during the contract term, **and an express requirement that RC include in such sub-contracts the requirement that sub-contractors 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-contractor 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 Response in response to this solicitation, the RC affirms that all employees in the above categories shall undergo e-verification before placement on any resulting contract from this RFQ process. The RC shall commit to comply with this requirement by coResponse submission.

G-22. SUBCONTRACTING

Subcontracting for roofing, carpentry and typical roofing associated services is not allowed in this contract. However, specialties such as Mechanical, Electrical and Plumbing may be sub-contracted.

G-23. CONFLICT OF INTEREST FORM

RC shall complete the Conflict of Interest Form attached hereto and submit it with their Response.

G-24. TOBACCO FREE CAMPUS:

All LIBRARY facilities and operations shall be tobacco free. This policy shall apply to parking lots, parks, break areas, roof tops and worksites. It is also applicable to RCs 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.

G-25. DRUG FREE WORKPLACE:

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

G-26. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

By submission of a Response in response to this solicitation, the RC 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.

G-27. PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS):

By submission of a Response in response to this solicitation, the RC acknowledges that the LIBRARY is a public agency subject to Chapter 119, Florida Statutes. The RC acknowledges that if a contract is issued between the LIBRARY and the RC the RC agrees to and will require any sub-contractor to comply with Florida's Public Records Law. Specifically, the RC and any sub-contractor 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 RC does not transfer the records to LIBRARY.
- D. Upon completion of the contract, RC agrees to transfer at no cost to LIBRARY all public records in possession of the RC or keep and maintain public records required by LIBRARY to perform the service. If the RC transfers all public record to LIBRARY upon completion of the contract, the RC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the RC keeps and maintains public records upon completion of the contract, the RC 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 RC 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 RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RC'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: 407-835-7323 Fax: 407-835-7649
E-Mail: PublicRecordRequest@OCLS.info**

G-28. PAYMENT TERMS/DISCOUNTS

The LIBRARY's payment terms are in accordance with Florida Statute 218, Local Government Prompt Payment Act.

G-29. PATENTS AND ROYALTIES

Unless otherwise provided, the RC shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of the contract resulting from this Request For Qualifications.

The RC, without exception, shall indemnify and save harmless the LIBRARY and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the RC. In the event of any claim against the LIBRARY of copyright or patent infringement, the LIBRARY shall promptly provide written notification to the RC. If such a claim is made, the RC shall use its best efforts to promptly purchase for the LIBRARY any infringing products or services or procure a license, at no cost to the LIBRARY, which will allow continued use of the service or product.

If none of the alternatives are reasonably available, the LIBRARY agrees to return the article on request to the RC and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

G-30. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

During the contract negotiation process, the RC certifies, that in connection with this procurement:

- A. The prices offered have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other competitor, and,
- B. No attempt has been made or shall be made by the RC to induce any other person or bidder to submit or not to submit a response for the purpose of restricting competition.

G-31. SUCCESSORS AND ASSIGNS

The LIBRARY and the RC each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the LIBRARY nor the RC shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall

be construed as creating any personal liability on the part of any officer or agent of the LIBRARY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the LIBRARY and the RC.

G-32. PRICING/AUDIT

The RC shall establish and maintain a reasonable accounting system, which enables ready identification of RC's cost of goods and use of funds as it relates to this Contract. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the services for at least five (5) years after completion of this contract. The LIBRARY or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the RC or its subcontractors, as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the RC's place of business. This right to audit shall include the RC's subcontractors used to procure services under the contract with the LIBRARY. RC shall ensure the LIBRARY has these same rights with subcontractors and suppliers.

G-33. EMPLOYEES OF THE CONTRACTOR

All work under this contract shall be performed in a professional and skillful manner. The LIBRARY may require, in writing, that the RC, remove from this contract any employee the LIBRARY deems incompetent, careless, or otherwise objectionable.

G-34. 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 RC 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 RC 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 RC believes the LIBRARY is liable; and that I am duly authorized to certify the claim on behalf of the RC."

Failure to document a claim in this manner shall render the claim null and void. 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 furnished to the RC. 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 RC's written request for a final decision. The LIBRARY's Chief Financial Officer's decision shall be final and conclusive.

The Contractor 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.

G-35. COPIES

Copies of documents, records, materials, and/or reproductions requests will be charged in accordance with the LIBRARY's fee schedule. Copyrighted materials may be inspected, but cannot be copied or reproduced per Federal law.

G-36. PROPRIETARY/RESTRICTIVE SCOPE OF WORK/SERVICES

If a prospective RESPONDENT considers the scope of work/services contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the LIBRARY's Chief Financial Officer prior to response opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Request For Qualifications.

G-37. DEVELOPMENT OR ASSISTANCE IN DEVELOPMENT OF SPECIFICATIONS/ REQUIREMENTS/ STATEMENTS OF WORK

RCs and/or individuals that assisted in the development or drafting of the specifications, requirements, statements of work or solicitation documents contained herein are excluded from competing for this solicitation.

This shall not be applicable to firms and/or individuals providing responses to a publicly posted Request for Information (RFI) associated with a solicitation.

G-38. SUBSTITUTE MATERIAL AND EQUIPMENT:

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever materials or equipment or patented processes are specified or described in the Contract Documents by naming a trade name, manufacturer, supplier or proprietary item or catalog number, the naming of the item is intended to establish the type, function and quality required and to establish a basis for bidding.

Substitute materials or equipment may be considered after a Contract for the Work is executed if sufficient information is supplied by RC to allow the LIBRARY's Project Coordinator to evaluate the proposed substitution, unless the naming of the item is followed by words indicating that no substitution is permitted. The procedure for submittal of any such application by RC and consideration by Project Coordinator is set forth in the General Conditions.

In the event that substitute materials or equipment are used and are less costly than the originally specified material or equipment, then the difference in cost of the item shall benefit the LIBRARY and RC in equal proportions.

Applications for substitute materials and equipment shall only be evaluated after the Contract is executed. The Contract Sum and any alternates shall reflect the costs for the materials and equipment named or specified only.

G-39. LICENSING REQUIREMENTS:

The following licensing requirements, at a minimum, shall apply when the applicable Florida statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation.

- State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work.
- Said licenses shall be in the RESPONDENT's name as it appears on the Official Response Form. RESPONDENT shall supply appropriate license numbers, with expiration dates, as part of their response. Failure to hold and provide proof of proper licensing, certification and registration shall be grounds for rejection of the Response.
- Subcontractors contracted by the RC shall be licensed in their respective fields to obtain construction permits from authorities having jurisdiction. Said license must be in the name of the subcontractor listed on Proposed Subcontractor Listing provided with the RFQ Response.
- **RESPONDENT shall provide copies of all applicable licenses (including subcontractor's) with their RFQ response.**

G-40. ASBESTOS FREE MATERIALS:

By submission of a Response in response to this solicitation, the RESPONDENT acknowledges that if a contract is issued between the LIBRARY and the RC, the RC shall provide a written and notarized statement on company letterhead to certify and warrant that the project was designed and/or 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. RESPONDENT agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the design or renovation, RC 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 the design, plans or specifications or construction contract documents, and, in addition, if construction has begun or has been completed pursuant to a design or installation by RC that includes asbestos containing materials, the RC shall also be liable for all costs related to the abatement of such asbestos.

G-41. Rules of Conduct

Upon award of a contract, the RC will be provided a copy of the LIBRARY's Rules of Conduct. RC is to share the Rules of Conduct with their staff and ensure their employees adhere to the

same. In particular, Rules 26 and 27 concerning the possession and/or consumption of alcohol and controlled substances.

G-42. Parking / Material Delivery / Material Removal

The LIBRARY will allow RC one (1) dumpster and one (1) vehicle parking space in the loading dock area. The RC and its staff have to arrange for parking elsewhere. Material delivery shall be coordinated with the Library's Project Coordinator as to minimize the impact on Library operations. Materials are to be stored on the roof, not in the loading dock.

The LIBRARY will show RC where they are to park their vehicles at the work location as not to block LIBRARY patrons access to the various locations. RCs are to caution their employees NOT TO park in ADA / Handicap spots. Repeated offenses will result in that employee being removed from the contract and possibility of the vehicle being towed. RC and/or employee will be responsible for any fees, tickets or fines as a result of parking violations.

Note: The LIBRARY has limited parking available. The RC will need to negotiate with the City of Orlando for garage or street parking and/or with local businesses to park in their lots.

G-43. SECURITY AND IDENTIFICATION:

A. The RC is responsible for obtaining the necessary forms for background checks on Key Personnel and Key Sub-Contractor Personnel before working at the LIBRARY (a Level 1 - 5 years FDLE Background check preferred).

B. The RC, or their sub-contractors, shall be responsible for all costs for background investigations. The LIBRARY shall have the right to request any additional investigative background information including, but limited to, the employment record, Right-To-Know records, E-Verify system records, training records, payroll records, position for which hired including site location of any personnel assigned to perform the services. The RC shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services. The LIBRARY reserves the right to conduct its own investigation of any employee of the RC.

C. RC will provide, or coordinate the issuance of, photo ID badges to all Key Personnel and generic ID badges to day workers. An affidavit of Identity form (issued by the RC) and a State of Florida ID or Driver's License will be required from the staff before being issued an ID. RC will maintain a log of all badges issued and returned.

G-44. CONSTRUCTION SCHEDULE:

During the PROJECT, the RC shall sequence their work to accommodate the scheduled construction activity to complete the PROJECT on-time and within budget.

G-45. WORK RESTRICTIONS:

The RC shall provide their own equipment and method of construction waste disposal.

The RC shall maintain a clean and safe work environment. Trash shall be disposed of daily, all work areas shall be kept neat and orderly, access elevators, stairs, halls and floors will be free of slip and trip hazards and waste materials (e.g., paper, cardboard) and other fire hazards shall be removed from work areas. Waste materials shall be properly sorted to allow for recycling. The RC shall adhere to all OSHA housekeeping and safety requirements. Deviations from these standards shall be corrected at the direction of the LIBRARY and the non-reimbursable cost of the RC. The LIBRARY will retain the right to utilize a third party in the event the RC fails to maintain site properly.

Employee facilities need to be adequate, clean and well maintained. Washroom facilities require cleaning once or more each shift. They also need to have a good supply of soap, towels plus disinfectants, if needed. The RC shall supply all facilities as needed for the duration of the PROJECT.

Availability of space for staging/lay down area **is very limited** and such will determine whether LIBRARY will permit the RC to set up a staging area. The LIBRARY Project Manager will make reasonable staging/storage accommodations on property. The RC staging area on site will depend on availability of space; however, relocation of staging area may be required during the PROJECT. The RC may need to negotiate with the City of Orlando and/or with local businesses to for their staging area needs.

After completion of the work, the RC shall replace or restore to the original condition all affected areas within the PROJECT limits. The RC shall provide all materials for patching and painting per the finishes information to the LIBRARY Project Manager.

G-46. OWNER DIRECT PURCHASE MATERIALS (ODP)/RC INSTALLED:

If the RC is provided with owner purchased equipment and/or material, the RC shall install, connect, erect, use, clean and condition, as required, in accordance with the instructions of the applicable manufacturer warranty. The RC shall schedule and coordinate with the LIBRARY Project Manager the inspections and delivery of equipment and/or material during normal business hours between 8 am - 5 pm EST Monday through Friday. Any request outside of normal business hours must be approved by LIBRARY Project Manager at least forty-eight (48) hours in advance. The RC shall inspect the equipment and/or material prior to accepting it. After acceptance, the RC shall assume and accept full and complete responsibility and liability for the storage, custody, security, care and safe-keeping of the equipment and/or material in the event of theft, pilferage, fire or any other damage or loss until such time as said material and/or equipment is incorporated in the Work, and the Work is completed and accepted by the LIBRARY. Any delivered equipment/material found to be damaged shall be reported to LIBRARY Project Manager within 48 hours (via email with pictures and serial number and description of damages). The Owner will be responsible for contacting suppliers regarding any

warranty issues. After installation, the RC shall guarantee the workmanship during the equipment/material warranty period.

Note: The LIBRARY intends to purchase a majority of the materials for this Project, including, but not limited to the fasteners, coverboards, polyisocyanurate insulation, insulation adhesive, flashing, base sheet, inter-ply sheet, cap sheet, and asphalt primer.

As part of the contract negotiation process, after being chosen as the top ranked firm, the RC will provide a detailed material listing and price quote for each phase of the project. Said list will include but not be limited to quantity, description of material, unit cost and extended cost. All materials will need to be from same supplier to guarantee the 25 year NDL warranty. Said Material list and price quote shall be due to the LIBRARY on August 12, 2024.

The RC will coordinate the off-site storage of and the delivery of materials to the work-site, regardless if materials are ODP or RC supplied.

The RC will be responsible for all other materials and supplies such as, but not limited to, nailers, caulk, Great Stuff low expanding foam, mastic, etc.

G-47. CHANGE OF CONTRACT AMOUNT AND CONTRACT TIME:

The Contract Amount constitutes the total compensation payable to the RC for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the RC shall be at the RC's expense without change in the Contract Amount. The Contract Amount may only be changed by written Change Order issued by the LIBRARY. Any claim for an increase in the Contract Amount shall be in writing and delivered to the LIBRARY's Project Manager within fifteen (15) days of the occurrence of the event giving rise to the claim.

All claims for adjustment in the Contract Amount shall be determined by the LIBRARY's Project Manager. However, no claim for an adjustment to the Contract Amount will be considered for unforeseeable causes even if beyond the fault or negligence of the RC or its Subcontractors or supplier such as acts of God, floods, riots, etc. However, this restriction does not restrict submission of claims for additional Contract Time due to events of this nature. Any change in the Contract Amount or Contract Time shall be incorporated in a Change Order.

Change of Contract Time - The Contract Time may only be changed by written Change Order. Any claim for an extension in the Contract Time shall be in writing and include an analysis of the Progress Schedule as further described in the Specifications, and shall be delivered to the LIBRARY's Project Manager within fifteen (15) days of the occurrence of the event giving rise to the claim.

All claims for adjustment in the Contract Time shall be determined by the LIBRARY's Project Manager. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

The Contract Time may be extended for an amount equal to time lost due to unforeseeable causes beyond the control of the RC (and their Subcontractors and Suppliers) if it makes a claim therefore. Such delays shall include, but not be restricted to, acts or neglect by any

separate contractor employed by the LIBRARY; fires; floods; labor disputes; epidemics or acts of God.

All time limits stated in the Contract Documents are of the essence to the Contract. The stated time limits are agreed to be adequate to complete the work, including the procurement, manufacture and delivery of all material and equipment required, and account for any and all potential impact, delays, disruptions and costs that may be expected.

G-48. UTILITY COORDINATION:

The RC shall coordinate any utility improvements and / or relocations for this PROJECT. The RC shall not use utility delays as a basis for additional compensation. The RC shall coordinate with utilities and shall cooperate fully with utility companies in the relocation of their facilities.

G-49. REQUEST FOR INTERPRETATION/INFORMATION (RFI):

The LIBRARY will require a reasonable amount of time, at least 10 business days, to respond to any RFI submitted by the RC. Any delays in responding to the RFI shall not be the basis for reimbursement of any additional compensation, including delay claims.

G-50. LIQUIDATED DAMAGES:

JOB SEGMENT DEADLINES: A detailed segment completion schedule will be approved by the LIBRARY and will be attached and made a part of the Contract between the RC and the LIBRARY. The purpose of this schedule is to:

1. Provide job segment deadlines for the RC upon which the LIBRARY may rely;
2. Provide guidance for the LIBRARY in honoring the RC'S monthly invoices for progress payments called for in the Contract between the RC and the LIBRARY; and
3. Provide a framework against which the LIBRARY may suspend progress payments as provided in the Contract between the RC and the LIBRARY.

Should the RC fail to substantially complete all Work under the Contract between the RC and the LIBRARY and make the PROJECT available for beneficial use on or before the date stipulated for **Substantial Completion** (or such later date as may result from extension of time granted by LIBRARY), RC shall pay and/or the LIBRARY may retain from the compensation otherwise to be paid to the RC, as liquidated damages, the following amounts:

\$250.00 per day

For each consecutive calendar day that terms of the Contract between the RC and the LIBRARY remain unfulfilled beyond date allowed by the Contract between the RC and the

LIBRARY, which sum is agreed upon as a reasonable and proper measure of damages which LIBRARY will sustain per diem by failure of RC to complete work within time as stipulated; it being recognized by LIBRARY and RC that the injury to LIBRARY which could result from a failure of RC to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the RC.

For each consecutive calendar day that the work remains incomplete after the date established for **Final Completion**, the LIBRARY will retain from the compensation otherwise to be paid to the RC, as liquidated damages, the following amounts:

\$125.00 per day

This amount is the mutually agreed upon minimum measure of damages the LIBRARY will sustain by failure of the RC to complete all remedial work, correct deficient work, clean up the PROJECT and other miscellaneous tasks as required to complete all Work specified and this amount of liquidated damages is in addition to the liquidated damages prescribed above for failure to timely achieve Substantial Completion.

G-51. CONTRACT TERMINATION, CANCELLATION AND SUSPENSION:

The LIBRARY reserves the right to suspend Contract between the RC and the LIBRARY if determined it is in the best interest of the LIBRARY to do so.

If the PROJECT or the Services are suspended, canceled, or abandoned by the Owner, RC shall be given written notice of such action promptly from Owner.

The RC will recover from Owner, as complete and full satisfaction for terminated, canceled, or suspended services, the actual unpaid costs of all services satisfactorily completed by the RC up to the date of termination, cancellation, or suspension, subject to approval by Owner. The RC waives any and all claims for anticipated profits, lost overhead, or any other claim or theory arising out of a termination, cancellation, or suspension of this contract.

Regardless of the cause or reason for termination, cancellation or suspension of this contract, on the effective date of termination the RC shall (i) immediately discontinue performance of the services on the date specified in such notice, (ii) preserve and protect work in progress pending disposition instructions by Owner, and (iii) promptly make arrangements to depart the PROJECT site.

G-52 Minimum Qualifications:

RESPONDENTS desiring to provide SERVICES, as described herein, shall have the following Minimum Qualifications:

- RC must have No conflicts of interest as described in this RFQ.

- RC must have No unresolved litigation against the LIBRARY or Orange County, Florida
- RC must be a licensed Roofing Contractor in the State of Florida for at least the last 5 years
- RC must be licensed (or the sub-contractors be licensed) in the various construction trades such as electrical, plumbing, HVAC, roofing, etc. as a contractor in the State of Florida for at least the last five (5) years
- RC must be licensed to do business in Orange County Florida
- RC must be an authorized installer for **Soprema, or Siplast or Derbigum or Garland** materials to qualify for the required 25 year no dollar limit warranty.
- RC must have replaced a minimum of three (3) roofs with costs that exceeded \$1,000,000 in the last five (5) years
- RC must have replaced said roofs while the facility was still open for business
- RC must have replaced at least three (3) 50,000 sqft or greater roofs in the last five (5) years that required
 - Roof Membranes: 3 ply torch applied modified bitumen roof membrane consisting of a base ply, inter ply, and a cap sheet that includes bright white granules.
 - Cover Board: 1/4" Sopra Board (or Siplast or Derbigum equivalent) mechanically fastened.
 - Insulation: two (2) layers of faced two (2) inch thick polyisocyanurate insulation boards.
 - Prefinished Aluminum Metals: copings, fascias, fascia extensions, counter-flashings, gutters, downspouts, and custom shapes
- RC must submit three (3) positive references from owners of other similar projects as described in the Scope of Work section listed above.
- RC must identify and appointment of an experienced and capable Project Manager, Project Superintendent, and Quality Assurance Supervisor for the PROJECT and said Project Manager and Project Superintendent shall not be reassigned or transferred without a minimum of 14 calendar days notification to the LIBRARY's Project Coordinator. The LIBRARY will interview and choose the replacement Project Manager or Project Superintendent. Note: The Project Manager and Project Superintendent can be the same person IF that person will be on-site daily managing the day-to-day operation and the crew.

G-53 SUBMITTAL INSTRUCTIONS:

RESPONDENTS desiring to provide SERVICES, as described herein, shall submit responses per the instructions noted in **Section 9 “ INSTRUCTIONS TO PROPOSERS ”** above:

Proposals shall be submitted no later than 3:00 P.M. local time, on Monday, June 10, 2024 to:

Orange County Library System
Attn: Kristopher Shoemaker, Chief Financial Officer
5th Floor Human Resources Reception Desk
101 East Central Blvd.
Orlando, Florida 32801

The response to this RFQ must be submitted on 8-1/2" X 11" paper (drawings and/or graphics can be on 11" x 17" paper), three-hole punched, 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 RCs must submit five (5) hard copies (ie: **printed** in binders and with section tabs), one of which needs to be labeled "Original", and one (1) electronic copy on a USB device. Electronic copy shall be in PDF format – the most recent software version.

A. Profile and Qualifications: Experience and qualifications of the RC and proposed project specific staff.

1. Organization Description: Give a brief history of the organizational structure of the RC, including the organization's date of inception, number of employees (both full time and part-time) and RC's web address. If the RC 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. Previous Experience: Provide detailed current/past performance within the last five (5) years of the RC in successfully completing projects of similar size scope and complexity or larger. Include past experience in removing and installing roofing systems consisting of 3 ply torch applied modified bitumen roof membrane consisting of a base ply, inter ply, and a cap sheet that includes bright white granules in a commercial facility will be of particular interest. Indicate the specific services provided by the RC; this should include all "in-house" services provided by direct employees of the proposing RC.

3. Qualifications of Subcontractors: Describe background/qualifications of subcontractors (if any), subcontractor assignments, and percentage of subcontractor involvement. If available, provide web addresses for the subcontractors. If the subcontractor 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. Provide copy of subcontractor licenses.

4. References: Provide at least three (3) references, including contact names, e-mail addresses and phone numbers, for projects of similar scope and complexity completed in the last five (5) years. The LIBRARY intends to contact client references listed by the RC in its response.

5. Key Personnel: Provide biographies/resumes of the proposed, Project Manager, Project Superintendent, Quality Assurance Supervisor and all other key lead roofing members of the staff/team that will be assigned to this effort. The biographies shall include their position, years of experience, tenure with the RC 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. **Read Project Manual(s) for various levels of experience required.**

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 RC and subcontractors over the past five (5) years.

B. Approach: Each Response must address, at a minimum, a description of the RC's approach to the removal, replacement and coordination tasks noted in the Scope of Services as stipulated above. Responses need to include a logistics/material handling plan; a safety plan; a milestone schedule (Gantt Chart) for all phases of the project; and any additional supporting documentation to show understanding of the intent of the design and scope of services. Include any comments or recommendations regarding the contents of the scope of services. Also include a list of all permits required for the project and the estimated cost and processing time for each permit. RC needs to specifically address how they intend to coordinate their tasks so that the LIBRARY can still be in full operation while the project is underway.

C. Additional Information: The RESPONDENT 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".

D. Required Forms:

1. Cover Page and W-9
2. Acknowledgement of RFQ Addenda Page
3. Authorized Signatories/Negotiators Page
4. Drug Free Workplace Acknowledgement Form
5. Conflict of Interest and Litigation Statement Form
6. E-Verification Certification Form
7. Relationship Disclosure Form
8. Vendor Certification Regarding Scrutinized Companies Lists Form
9. Form TEAM LISTING
10. Organization Description and Organizational Chart (from page 30)
11. MWBE Certificates as Applicable (from page 30)
12. Project Manager, Project Superintendent, Quality Assurance Supervisor and other key members Bio / Resume (from page 31)
13. Previous Experience (from page 30)
14. Sub-Contractor List (from page 30)
15. Sub-Contractor Qualifications (from page 30)
16. RC References (from page 29 & 30)

17. State and County Licenses (from pages 4, 23 & 30)
18. Team References (from page 30)
19. List of legal actions against RC (from page 31)
20. GNATT Chart (from page 31)
21. List of Permits Needed (from page 31)

[End of Submittal Requirements]

G-54. SELECTION of RC(s):

RC responses shall be evaluated by a committee of at least three (3) LIBRARY employees based in the information provided in the sealed Response package for subsequent contract with the qualified responsive and responsible RC.

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

1. Qualifications/Experience: RC and sub-contractor(s) (if any) qualifications and experience with similar projects. (25%)
2. Background/Key Personnel: RC experience and qualifications of key personnel and references with similar projects. (30%)
3. Proposed Approach: RC's proposed approach to providing the services as described in Scope of Services noted above (and detailed in Attachment A). (30%)
4. Schedule/Timeline: RC'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%)

RCs will be evaluated in a Three-part process:

Part 1. Responses received will be evaluated to ensure that RCs have met the submittal requirements stated in this RFQ and meet the Minimum Qualifications.

Part 2. Responses received that have met the submittal requirements will have their Responses 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) RCs 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 RCs will be required to **make oral presentations on July 15th or 16th, 2024** and answer questions. After the presentations, the selection committee will re-score each of the short-listed RCs 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 an agreement with the top ranked RC. If agreement is not reached with the top ranked RC, negotiations will be terminated with that particular RC and initiated with the next ranked RC, and so on, until an agreement is reached with a RC. After agreement is reached with the RC, the LIBRARY will negotiate with the next ranked available RC as the alternate RC for the SERVICES in the event that the top ranked RC is unable to perform SERVICES for the PROJECT.

The successful RC shall be required to execute an agreement in substantially the form of the attached which provides, among other things, for fixed hourly rates for any change orders, a lump sum Contract Amount, professional liability, and other, insurance, substantial completion date, liquidated damages, and that any and all plans, drawings, reports, and specifications that result from RC'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 RC 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 RC for cost incurred in connection with the preparation and submittal of a Response to this RFQ.

G-55. RESPONSIBLE VENDOR DETERMINATION:

RC is hereby notified that Section 287.05701, Florida Statutes provides that the Library may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

[Rest of Page Left Blank Intentionally]

RESPONSE COVER PAGE
OCLS-Roof-24-001 Orlando Public Library Roof Replacement

Name of Business: _____

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

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
OCLS-Roof-24-001 Orlando Public Library Roof Replacement

The RESPONDENT 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 Response. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your Response. 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: _____

AUTHORIZED SIGNATORIES/NEGOTIATORS
OCLS-Roof-24-001 Orlando Public Library Roof Replacement

The RESPONDENT represents that the following principals are authorized to sign Bids, negotiate and/or sign contracts and related documents to which the RESPONDENT will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number/Email

The PROPOSER shall complete and submit the following information with the Bid:

Type of Organization

Sole Proprietorship Partnership Non-Profit
 Joint Venture Corporation

State of Incorporation: _____

Principal Place of Business (Florida Statute Chapter 607): _____
City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE PROPOSER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is: _____

(RESPONDENT's Signature) (Title)

(RESPONDENT's Printed Name) (Date)

(Name of Business)

DRUG-FREE WORKPLACE FORM
OCLS-Roof-24-001 Orlando Public Library Roof Replacement

The undersigned RESPONDENT, 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 893 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 Contract Number: OCLS-Roof-24-001 ROOFING CONTRACTOR SERVICES FOR OCLS ORLANDO PUBLIC LIBRARY ROOF REPLACEMENT 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
OCLS-Roof-24-001 Orlando Public Library Roof Replacement

CHECK ONE:

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

OR

The undersigned RESPONDENT, 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 RESPONDENT 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 RESPONDENT, 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
OCLS-Roof-24-001 Orlando Public Library Roof Replacement

I hereby certify that I will utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing the use of the system to confirm the employment eligibility of the individuals classified below. 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 duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

All persons, including subcontractors and their workforce, who will perform work under Contract Number: OCLS-Roof-24-001 ROOFING CONTRACTOR SERVICES FOR OCLS ORLANDO PUBLIC LIBRARY ROOF REPLACEMENT within the state of Florida.

Name of Business: _____

Business Address: _____

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
OCLS-Roof-24-001 Orlando Public Library Roof Replacement**

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 RESPONDENT and shall be submitted as part of the response to this RFQ/RFP/IFB submitted by the RESPONDENT.

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

Part I

INFORMATION ON RESPONDENT:

Legal Name of RESPONDENT:

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

Business Phone: () _____ Fax: () _____

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

Name of RESPONDENT's Authorized Agent:

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

Business Phone: () _____ Fax: () _____

**RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE OCLS
IS THE PRINCIPAL OR PRIMARY PROPOSER
OCLS-Roof-24-001 Orlando Public Library Roof Replacement**

Part II

IS THE RESPONDENT 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 RESPONDENT'S EMPLOYEE?

___ YES ___ NO

IS THE RESPONDENT 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.

(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
OCLS-Roof-24-001 Orlando Public Library Roof Replacement**

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.

_____ (RESPONDENT'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
OCLS-Roof-24-001 Orlando Public Library Roof Replacement**

RESPONDENT'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 RESPONDENT, I hereby certify that I have reviewed Section 287.135, Florida Statutes, and the company identified as the "RESPONDENT'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: _____

TEAM LISTING
OCLS-Roof-24-001 Orlando Public Library Roof Replacement

Team Name: _____

Prime Contractor Name: _____

Principal In Charge:

Name _____

Years of Experience _____

Education / Degrees _____

Licenses / Certifications _____

Fla License Number _____

Project Manager:

Name _____

Years of Experience _____

Education / Degrees _____

Licenses / Certifications _____

Fla License Number _____

Quality Assurance Supervisor:

Name _____

Years of Experience _____

Education / Degrees _____

Licenses / Certifications _____

Fla License Number _____

Project Superintendent:

Name _____

Years of Experience _____

Education / Degrees _____

Licenses / Certifications _____

Fla License Number _____

TEAM LISTING
OCLS-Roof-24-001 Orlando Public Library Roof Replacement

Other Prime Contractor Key Member:

Title: _____
Name _____
Years of Experience _____
Education / Degrees _____
Licenses / Certifications _____
Fla License Number _____

Other Prime Contractor Key Member:

Title: _____
Name _____
Years of Experience _____
Education / Degrees _____
Licenses / Certifications _____
Fla License Number _____

Electrical Subcontractor Key Member

Company Name: _____
Title: _____
Name _____
Years of Experience _____
Education / Degrees _____
Licenses / Certifications _____
Fla License Number _____

Mechanical Subcontractor Key Member

Company Name: _____
Title: _____
Name _____
Years of Experience _____
Education / Degrees _____
Licenses / Certifications _____
Fla License Number _____

TEAM LISTING
OCLS-Roof-24-001 Orlando Public Library Roof Replacement

Plumbing Subcontractor Key Member

Company Name: _____

Title: _____

Name _____

Years of Experience _____

Education / Degrees _____

Licenses / Certifications _____

Fla License Number _____

Structural / Framing Subcontractor Key Member

Company Name: _____

Title: _____

Name _____

Years of Experience _____

Education / Degrees _____

Licenses / Certifications _____

Fla License Number _____

Fire Protection Subcontractor Key Member

Company Name: _____

Title: _____

Name _____

Years of Experience _____

Education / Degrees _____

Licenses / Certifications _____

Fla License Number _____

TEAM LISTING
OCLS-Roof-24-001 Orlando Public Library Roof Replacement

Other Subcontractor Key Member

Company Name: _____

Title: _____

Name _____

Years of Experience _____

Education / Degrees _____

Licenses / Certifications _____

Fla License Number _____

Other Subcontractor Key Member

Contractor Type: _____

Company Name: _____

Title: _____

Name _____

Years of Experience _____

Education / Degrees _____

Licenses / Certifications _____

Fla License Number _____

Other Subcontractor Key Member

Contractor Type: _____

Company Name: _____

Title: _____

Name _____

Years of Experience _____

Education / Degrees _____

Licenses / Certifications _____

Fla License Number _____