

**RFQ OCLS-24-002
REQUEST FOR QUALIFICATIONS
CONTINUING ARCHITECTURAL and
CIVIL ENGINEERING SERVICES**

Issue Date: July 8, 2024

Due Date: September 9, 2024

1. PURPOSE:

The Orange County Library District (LIBRARY), an independent special taxing district to the State of Florida, is soliciting sealed written qualifications from Florida-licensed architectural firms (FIRMSs) to provide Continuing Architectural Design and Civil Engineering services for the LIBRARY's Main Library and it's 16 Branch locations ("SERVICES"). The responses to this Request for Qualifications (RFQ) are to include the design and engineering services through the final certificate of completion or certificate of occupancy and the commissioning of new equipment. Copies of the Request for Qualifications may be obtained from the LIBRARY's RFQ Project Coordinator noted below and at the LIBRARY's Procurement Portal located here <https://ocls.info/board-trustees/advertised-solicitations/>.

2. RFQ PROJECT COORDINATOR:

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

Name: Kristopher Shoemaker, Chief Financial Officer
E-Mail: OCLSBIDS@ocls.info

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

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 all responses and to re-advertise the RFQ or elect not to proceed with the RFQ at any time. The LIBRARY also reserves the right to reject the responses of any FIRM 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 FIRM 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, conduct a re-advertisement.

The LIBRARY reserves the right to request clarification of information submitted and to request additional information of one or more FIRMs after the deadline for receipt of responses to this RFQ.

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:

A contract for professional continuing architectural and civil engineering services shall be negotiated after the successful FIRMs are selected, including a schedule of hourly rates. The contract that the LIBRARY intends to use for award is attached for reference. Any exceptions to this standard contract must be clearly indicated by return of the standard contract with the proposal, with exceptions clearly noted. The LIBRARY has the right to require the selected proposer to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its discretion.

6. PROJECT OVERVIEW:

The LIBRARY is seeking three (3) firms to provide the SERVICES under a continuing contract for a three (3) year initial period with two (2) one (1) year extensions, for a total of five (5) possible years. The FIRMs shall be selected in accordance with F.S. 287.055. The SERVICES for each project under the continuing services contract are limited by Statute to a \$4.0 million estimated construction cost limit or a \$500,000 study limit. If the LIBRARY project will exceed the \$4.0 million estimated construction cost limit or a \$500,000 study cost limit, that project's architectural services will be advertised and procured separately under F.S. 287.055 and not performed under the selected FIRM's continuing services contract. The Library intends to award two (2) FIRMs contracts to rotate the SERVICES as needed by the Library. The Library may select a 3rd ranked FIRM to enter into a continuing services contract as an alternate if one or both of the top ranked two (2) FIRMs fail to or are unable to perform their required and requested SERVICES for a particular project.

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

Note: The LIBRARY will also seek two (2) to three (3) engineering firms to perform MEP, fire protection, and structural engineering services for projects under continuing services contracts, also under F.S. 287.055 procedures and with a construction cost limit of \$4.0 million. The LIBRARY will require the engineering firms to coordinate their services with the LIBRARY's contracted Architectural and Civil Engineering FIRMs. The LIBRARY will also require the contracted Architectural and Civil Engineering FIRMs to coordinate their services with the LIBRARY's contracted MEP engineering firms.

6.A Assignment of Work:

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

6.B SCOPE OF SERVICES:

- I. **Overview of Services.** The FIRM shall provide and or perform professional architectural and civil engineering services for a variety of projects being administered by various LIBRARY divisions. Such projects may include but not necessarily be limited to the construction, remodeling, renovation, repair, improvement or extension of buildings, appurtenant building structures and systems, building sites, and related construction elements or other public facilities.

- II. **Specific Services.** The FIRM shall provide and or perform and be fully responsible for the various professional architectural and civil engineering services required for each assigned project either by its "in-house staff" or through a "sub-consultant" arrangement. The various professional architectural and civil engineering services, depending on the scope, composition and complexity of each project may include, but not necessarily be limited to:

Architectural studies of all types of projects for the design of interior alterations, renovations and remodeling of existing buildings, modular building siting, elevator services, utility services, drainage improvements, stormwater management solutions, parking lots, landscaping, site furnishings, exterior lighting, building/site security solutions to include cameras, audio, and door access, computer conduit and cabling, parking garages, elevated covered sidewalks, escalators, food courts, restaurants, cafeterias, meeting rooms, exhibit halls, atriums, loading docks, digital signage, design of phased work in occupied buildings or occupied campuses so that work can be stopped and resumed seamlessly, cost estimating services, construction contract administration services.

- III. **Examples of Specific Scope.** The scope of professional architectural and civil engineering services to be provided and or performed by the FIRM, either by its "in-house" staff or through a sub-consultant" arrangement, for selected projects may include, but is not limited to providing and or performing the following SERVICES:
 - A) **Problem Analysis:** Assist the LIBRARY in addressing and determining the cause and solution of problems with building systems and services to include building code violations, through survey, study, assessment, research and or structural analysis, which will include costs.

- B) Project Programming: Determine needs of the user department for use in establishing various project design concepts, parameters, criteria, code and or permit requirements and construction cost budgets.
- C) Schematic Design: Develop a single line drawing to show the conceptual layout, functional relationships to the building systems or services.
- D) Design Development: Develop schematic drawings into drawings and specifications that definitely indicate the layout, shows all physical improvements, items to be demolished, replaced or relocated, elevations and all dimensional requirements of the project, and sufficient detail to establish equipment, building materials, services or systems. Prepare project cost estimate for use in project budgeting and establishing the design construction cost budget amount.
- E) Construction Documents: Provide construction documents that fully describe all improvements and integrate all involved disciplines. These documents will be developed in successive stages of complexity until final completion. The document deliverables shall be at 30%, 60%, 90% and 100% completion. These documents deliverables shall be of sufficient detail and completeness to obtain all required permits and approvals from governing authorities, and obtain reasonable cost proposals from other contractors.
- F) Technical Specifications: Construction documents are composed of drawings and written specifications in the Construction specifications Institute (CSI) format. Technical Specification information shall not be placed on the drawings. Technical Specifications shall include all applicable sections of the Owner's Division 1 – General Requirements. Where brand names or manufacturers names are used, at least three shall be listed. Where three names cannot be listed, use the phrase "or acceptable equal".
- G) Cost Estimating Services: Provide a line item cost estimate at appropriate intervals such as 60% and 100% Construction Documents. Carefully note all assumptions and or exclusions. Clearly identify the materials, long-lead delivery items, overhead and profit and contingency allowance. Note whether the estimate is current or applies to a future date. The LIBRARY may obtain independent cost estimates separate from this Contract. If, in the LIBRARY's opinion, there is a significant difference between the FIRM's estimate and the independent cost estimator, the FIRM shall be required to reconcile the estimate with the independent cost estimator.
- H) Value Engineering: Review project programs, schematic drawings, design development documents and construction documents prepared by the FIRM, or by others and provide recommendations for alternative designs, building systems, materials, equipment, etc., including cost estimates of alternatives that would reduce the anticipated construction cost without adversely impacting the functional or operational features and requirements of the project.

- I) Code Compliance: The FIRM shall be responsible for ensuring that all construction documents are in compliance with all applicable building codes and other requirements of governing authorities. Nothing contained in information provided by the LIBRARY shall be interpreted as a deliberate violation of any code or other lawful requirement. The FIRM shall during the initial stage of design development physically inspect the areas of the building for code deficiencies that may affect the project cost and schedule. The FIRM shall provide in writing to the LIBRARY his findings on any building code deficiencies that may affect the project budget and schedule prior to development of construction documents. These findings should include costs and duration.

- J) LIBRARY Approval: All deliverables require approval before proceeding to the next level of development. Such approval will be issued by the LIBRARY in writing, and may contain modifications to the contract documents that must be made prior to the next deliverable.

- K) Reproductions: Provide all required reproductions of documents for intermediate deliverables, permitting agencies and Contractor usage. For bidding purposes, the FIRM may use an allowance of Ten (10) sets of construction documents. These will be reimbursable costs. The LIBRARY will pay for all sets of documents required for bidding in excess of that amount. The FIRM shall provide to the LIBRARY PDF files of final design plans and specifications.

- L) Permits: The FIRM shall prepare and submit applications, construction drawings and specifications, and related support documentation to all agencies having jurisdiction over the permitting or approval of the project. The FIRM shall pay all submittal, application and review fees required to process construction documents and obtain approval from agencies having jurisdiction over the project. This will be a contingency figure. Prepare written responses to and participate in the resolution of questions or issues during the review of the construction documents by any agency having jurisdiction for permitting or approval of the project. The LIBRARY shall pay all costs that are specifically designated as impact fees. The Contractor shall pay for the cost of obtaining the building permit and other permits directly related to construction activities and inspections.

- M) Bidding: The FIRM shall prepare and submit the required number of drawings and specifications for inclusion with the LIBRARY's bidding documents for use by the LIBRARY in administering the bidding process. The FIRM will also provide the LIBRARY with a digital version (word or PDF) of the plans and technical specifications. The FIRM will attend and participate in the pre-bid conference, answer questions from bidders, prepare addenda to the bidding documents and evaluate Contractor bid proposals. The LIBRARY shall advertise for bids, distribute bidding documents, maintain a log of bidders, conduct the pre-bid conference, receive and validate bid proposals, publish bidding results, and select a Contractor for award.

- N) Construction Contract Administration: The FIRM shall assist the LIBRARY's project management personnel in ensuring that the contracted construction work is performed and completed in accordance with the requirements of the construction contract. The FIRM will be required to perform, but not limited to the following services:
- 1) Pre-Construction Meeting: Attend pre-construction meeting and answer questions from the Contractor and Sub-Contractors. Record meeting minutes and distributes to all attendees. The LIBRARY shall conduct the meeting, schedule the "Notice to Proceed" date and issue the "Notice to Proceed" letter to be signed by the Contractor.
 - 2) Construction Progress Meetings: Attend regularly scheduled construction progress meetings during the course of construction. Answer questions and resolve construction issues. Record meeting minutes and distributes to all attendees. The LIBRARY shall conduct the meeting.
 - 3) Construction Observations (separate from construction progress meetings): Conduct periodic construction observations to verify the quantity and quality of work. Each construction observation will include appropriate Sub-Consultants and be documented in a Construction Observation Report.
 - 4) Contractor Submittals and RFIs: Review and process Contractor submittals and respond in writing to all Contractor RFIs. All approved Contractors submittals shall bear the FIRM's stamp and are delivered to the LIBRARY at Substantial Completion.
 - 5) Contractor's Application for Payment: Review and approve all applications for payment. The FIRM shall recommend an appropriate value for the current stage of construction and sign the application for payment.
 - 6) Contractor Change Orders and Claims: Review all Contractor Change Orders and Claims and recommend an appropriate value and course of action.
 - 7) Commissioning of Building Systems: Review start-up and in-service procedures of building systems with Contractor and attend start-up of building systems. Record results of building system start-up. Submit in writing the results of the building system start-up to LIBRARY.
 - 8) Substantial Completion and Final Completion: Attend the Substantial Completion Inspection and Final Completion Inspection. Arrange for all Sub-Consultants to attend and inspect their respective work. Assist the LIBRARY in verifying the completion of the Construction Contract, and preparing a punch list of items to be corrected by the Contractor. The FIRM shall provide a recommendation for Substantial Completion and Final Completion. The LIBRARY will provide the Certificate of Substantial Completion.

- 9) Record Drawings: Provide a minimum of two sets of record drawings full size and two half sizes and a digital version (PDF or CADD) of the record drawings and technical specifications prior to final completion inspection. The record drawings will be developed from the contractor's as-built drawings. Record drawings are part of the project closeout documents.
 - 10) Warranty Inspection: Attend the one-year warranty inspection and assist the LIBRARY in identifying defective materials and or installation.
 - 11) Construction Management: The LIBRARY may request the FIRM to manage a project under this contract during the construction phase. The FIRM will be under the direction of the LIBRARY's project management personnel and will be the LIBRARY's Project Representative. The FIRM may be assigned a project to manage under this contract after the LIBRARY has selected a contractor to perform and complete the work described in the contract documents. The services the FIRM will provide but not limited to, be the services listed under Item "N" - "Construction Contract Administration".
- O) Project Summary: After completion of each project, the LIBRARY will request FIRM to prepare a "Lessons-learned Report" for each phase of the project that summarizes the strengths, weaknesses, pitfalls and provide ideas for improvements to future LIBRARY projects. This report should be reviewed and discussed with the LIBRARY prior to finalizing the report. It will become part of the project records.

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

7. INSTRUCTIONS TO FIRMS:

FIRMS or companies desiring to provide SERVICES, as described herein, shall submit Responses in one sealed package and clearly labeled "RFQ OCLS-24-002 CONTINUING ARCHITECTURAL AND CIVIL ENGINEERING SERVICES FOR OCLS".

- Said package shall have the proposers company name and address listed on the outside of the package.

- Said package shall contain: one (1) original Proposal (clearly marked), four (4) copies (a total of 5 **printed** Proposals) and one (1) electronic copy on a USB drive for document management purposes. Electronic copy shall be in PDF format – the most recent software version.
- **Proposals shall be submitted no later than 3:00 P.M. local time, on Monday, September 9, 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

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

- Any response may be withdrawn prior to the date and time the responses are due. Any response not withdrawn prior to the date and time responses are due, will constitute an irrevocable offer, for a period of ninety (90) days, to provide the LIBRARY with the services as specific in the response.

PRELIMINARY SCHEDULE:

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

Event	Date	Time
Announcement of RFQ	07/08/2024	10:00 A.M.
Non-Mandatory Pre-Proposal Meeting	07/22/2024	2:30 P.M.
Question Submission Deadline	08/06/2024	3:00 P.M.
Question Responses Posted	08/09/2024	3:00 P.M.
Qualification Package Due	09/09/2024	3:00 P.M.
Qualifications Evaluated (Part 1 & 2)	09/10-10/03/2024	TBD
Inform FIRMs of Short-Listed Rankings	10/04/2024	3:00 P.M.
FIRM Oral Presentations	10/21/2024	11am – 5pm
Final Evaluation (Part 3)	10/22/2024	TBD
LIBRARY Board of Trustees Ranking and Approval	11/14/2024	6:00 P.M.
Notice of Intent to Enter Negotiations with Top 2 or 3 Ranked FIRMs	11/15/2024	10:00 A.M.
Contract Negotiations	11/15-12/13/2024	TBD
Tentative Date to Award Contract	12/16/2024	TBD
Tentative Contract Start Date	01/01/2025	TBD

PRE-PROPOSAL CONFERENCE:

A Non-Mandatory Pre-Proposal Conference will be conducted on Monday, July 22, 2024 at 2:30 pm. The meeting location is LIBRARY Main Branch, 101 E. Central Blvd., Orlando FL 32801, 5th floor, Human Resources Reception Desk. All interested parties are encouraged to send a minimum of 1 and a maximum of 3 representatives to this non-mandatory meeting.

FIRM PRESENTATIONS:

Oral presentations and interviews of proposing FIRMS that pass steps one (1) and two (2) of the selection process noted below, will be held at the LIBRARY Main Branch 101 East Central Blvd, Orlando FL 32801, on **Monday, October 21, 2024** and time of oral presentations is tentatively scheduled from 9:00 am to 5:00 pm.

The LIBRARY desires to have at least three (3) proposing FIRMs. Attendees from the FIRM must include the Project Architect responsible for project design and implementation. FIRM may choose to include up to two (2) additional attendees if felt necessary.

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 the “**INSTRUCTIONS TO FIRMS:**” in Section 7 above on or before the specified time and date.

Failure to comply with the preceding requirements shall result in the rejection of the FIRM’s response.

By submission of a response to this RFQ, the FIRM agrees that all costs associated with the preparation of its response will be the sole responsibility of the FIRM. The FIRM 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 FIRM understands that this RFQ does not constitute an agreement or contract between the LIBRARY and the FIRM.

Any FIRM who submits in its response to the LIBRARY with 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 FIRM to comply with the INSTRUCTIONS TO FIRMS and the terms and conditions of this Request for Qualifications, may render the response non-responsive and ineligible from further consideration.

G-2. QUESTIONS REGARDING THIS RFQ:

All questions or concerns regarding this Request For Qualifications shall be submitted via email to OCLSBIDS@ocls.info no later than 3:00 PM Tuesday, August 6, 2024 referencing the RFQ number. When required the LIBRARY shall issue an addendum to the Request For Qualifications. The addendum shall be available on the Library’s Procurement Website <https://ocls.info/board-trustees/advertised-solicitations> for access by potential FIRMS. FIRMS are instructed not to contact the initiating division directly.

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

G-3. CLARIFICATIONS:

It is the FIRM’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. FIRMs 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 FIRM and the LIBRARY.

G-4. INSPECTION OF FACILITIES/AREAS:

It is the FIRM'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 FIRM.

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 subsequent protest of award.

G-5. CONTRACTUAL AGREEMENT:

This Request For Qualifications shall be included and incorporated in the final contract. The order of contract precedence will be the contract, this Request for Qualifications, and response. Any and all legal actions associated with this Request For Qualifications and/or the resultant contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this RFQ 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.

FIRMs 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 FIRM be authorized to use the LIBRARY's Tax Exemption Number in securing such materials.

G-7. NOT USED:

G-8. CONFLICT OF INTEREST:

The award is subject to provisions of applicable State Statutes and LIBRARY Procedures. All FIRMs must disclose with their responses the name of any officer, director, or agent who is also an employee the LIBRARY. Further, all FIRMs must disclose the name of any LIBRARY employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the FIRM's company or any of its subsidiaries/branches. Should the FIRM permanently or temporarily hire any LIBRARY employee who is, or has been, directly involved with the FIRM

prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the LIBRARY.

G-9. LEGAL REQUIREMENTS:

FIRMs shall comply with all laws, rules, codes, ordinances, licensing and bonding requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, contractor shall comply with the Florida Sunshine Law and Public Records Act, Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, 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. NOT USED:

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. NOT USED:

G-15. REFERENCES:

A contact person listed as a reference shall be someone who has personal knowledge of the FIRM's performance for the specific project listed. The contact person shall have been informed that they are being used as a reference and that the LIBRARY may be contacting them. The references shall be a principal, owner or a representative of the owner of the project that is listed by FIRM in its list of prior experience. Contractors or sub-contractors who will provide services for the Project shall not be accepted as references. **DO NOT** list principals or officers

who shall not be able to answer specific questions regarding the projects listed under prior experience. Failure of references listed to respond to the LIBRARY's inquiries may negatively impact the responsiveness of the FIRM's response to this RFQ.

G-16. FIRM's REPRESENTATION AND AUTHORIZATION:

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

- The FIRM warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the FIRM, 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 FIRM 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 FIRM is not currently under suspension or debarment by the State of Florida or any other governmental authority.

- To the best of the knowledge of the person signing the response, the FIRM, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

- To the best of the knowledge of the person signing the response, the FIRM has no delinquent obligations to the State of Florida, including a claim by the State of Florida for liquidated damages under any other contract.

- The response is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.

- The FIRM has fully informed the LIBRARY in writing of all convictions of the FIRM, its affiliates (as defined in subsection 287.133(l) (a) of the *Florida Statutes*), and all directors, officers, and employees of the FIRM and its affiliates for violation of Federal or State Antitrust laws with respect to a public contract for violation of any Federal or State law involving fraud, bribery, collusion, conspiracy or material misrepresentation. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

- Neither the FIRM nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of funds: Has within the preceding three (3) years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or Has within the preceding three (3) years of this certification had one (1) or more Federal, State, or local government contracts terminated for cause or default.

- The FIRM shall indemnify, defend, and hold harmless the LIBRARY and its employees against any cost, damage, or expense, which may be incurred or be caused by any error in the FIRM's preparation of its response.

- The FIRM certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The FIRM certifies it does not do business in Cuba or Syria.

G-17. INSURANCE AND BOND REQUIREMENTS:

The LIBRARY shall be named as additional insured on all policies. The selected FIRM 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 FIRM is not intended to and shall not in any manner limit or qualify the liabilities assumed by FIRM under this contract. The selected FIRM is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The FIRM 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 FIRM 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. FIRM shall also maintain umbrella coverage of \$3,000,000 each occurrence/combined. The FIRM 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 FIRM 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 FIRM does not own automobiles the FIRM 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 FIRM 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 FIRM 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 FIRM's most recent annual report or audited financial statement. For

policies written on a "Claims-Made" basis the FIRM 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 FIRM 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 FIRM of the obligation to provide replacement coverage.

By entering into this contract FIRM 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 FIRM to enter into a pre-loss agreement to waive subrogation without an endorsement, then FIRM 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 work provided under the contract the FIRM shall provide the LIBRARY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the FIRM 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 FIRM 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 FIRM has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. The FIRM 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 FIRM 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: The contract may require that FIRM 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

The contract shall require that FIRM indemnify and hold harmless LIBRARY, and any of its respective employees and agents from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence,

recklessness, or intentionally wrongful conduct of the FIRM and other persons employed or utilized by the FIRM in the performance of the contract.

G-19. KEY PERSONNEL:

The FIRM must list in its response, the Project Manager, Project Architect, 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 FIRM and their role in the Project.

The Project Manager and Project Architect must be two different individuals, one of the individuals shall be currently employed by the Firm. The Project Manager or the Project Architect shall be a Professional Licensed Architect in the State of Florida. Other Key Personnel must be clearly identified on the organizational chart submitted with the proposal.

G-20. VERIFICATION OF EMPLOYMENT STATUS:

Prior to the employment of any person under this contract, the FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the FIRM during the contract term, and an express requirement that FIRM include in such sub-contracts the requirement that sub-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 to this RFQ, the FIRM affirms that all employees in the above categories shall undergo e-verification before placement on any resulting contract from this RFQ process. The FIRM shall commit to comply with this requirement by completing and submitting the E-Verification certification, attached to this solicitation with their response submission.

G-21. SUBCONTRACTING:

Subcontracting is allowed in this contract. FIRM must list each subcontractor, their specialty and the percentage of work they will perform under this contract.

G-22. CONFLICT OF INTEREST FORM:

FIRM shall complete the Conflict-of-Interest Form attached hereto and submit it with their response.

G-23 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 FIRMS and their personnel and sub-contractor personnel during contract performance on LIBRARY owned or leased property.

Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

G-24. DRUG FREE WORKPLACE:

By submission of a response to this RFQ, the FIRM acknowledges the LIBRARY's Drug Free Workplace requirement applies to the FIRM and their sub-contractors. The FIRM 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-25. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

By submission of a response to this RFQ, the FIRM 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-26. PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS):

By submission of a response to this RFQ, the FIRM acknowledges that the LIBRARY is a public agency subject to Chapter 119, Florida Statutes. The FIRM acknowledges that if a contract is issued between the LIBRARY and the FIRM the FIRM agrees to and will require any sub-contractor to comply with Florida's Public Records Law. Specifically, the FIRM 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 FIRM does not transfer the records to LIBRARY.
- D. Upon completion of the contract, FIRM agrees to transfer at no cost to LIBRARY all public records in possession of the FIRM or keep and maintain public records required by LIBRARY to perform the service. If the FIRM transfers all public record to LIBRARY upon completion of the contract, the FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the FIRM keeps and maintains public records upon completion of the contract, the FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to LIBRARY, upon request from LIBRARY's Custodian of Public Records, in a format that is compatible with the information technology systems of LIBRARY.

E. A FIRM who fails to provide the public records to LIBRARY within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

F. IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS REQUEST FOR QUALIFICATIONS, CONTACT LOVEVIA WILLIAMS THE LIBRARY'S CUSTODIAN OF PUBLIC RECORDS AT:

**101 East Central Blvd, 5th Floor, Orlando, FL 32801
Phone: 407-835-7323 Fax: 407-835-7649
E-Mail: PublicRecordRequest@OCLS.info**

G-27. PAYMENT TERMS/DISCOUNTS:

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

G-28. PATENTS AND ROYALTIES:

Unless otherwise provided, the FIRM 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 FIRM, 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 FIRM. In the event of any claim against the LIBRARY of copyright or patent infringement, the LIBRARY shall promptly provide written notification to the FIRM. If such a claim is made, the FIRM 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 FIRM and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

G-29. NOT USED:

G-30. SUCCESSORS AND ASSIGNS:

The contract shall provide that the FIRM will not assign, sublet, convey or transfer its interest in the contract without the written consent of the LIBRARY.

G-31. PRICING/AUDIT:

The contract will provide that the FIRM establish and maintain a reasonable accounting system, which enables ready identification of FIRM's cost of goods and use of funds as it relates to the Project. 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 the Project. The LIBRARY or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the FIRM or its subcontractors, as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the FIRM's place of business. This right to audit shall include the FIRM's subcontractors used to procure services under the contract with the LIBRARY. FIRM shall ensure the LIBRARY has these same rights with subcontractors and suppliers.

G-32. EMPLOYEES OF THE FIRM:

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

G-33. 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-34. PROPRIETARY/RESTRICTIVE SCOPE OF WORK/SERVICES:

If a prospective FIRM 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 the opening of responses to this RFQ.

G-35. DEVELOPMENT OR ASSISTANCE IN DEVELOPMENT OF SPECIFICATIONS/ REQUIREMENTS/ STATEMENTS OF WORK:

FIRMS 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-36. NOT USED:

G-37. LICENSING REQUIREMENTS:

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

- State of Florida, Florida Department of Professional Regulation Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified architectural work.
- Said licenses shall be in the FIRM's name as it appears on the Official Response Form. FIRM 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.
- FIRM shall provide copies of all applicable licenses with their RFQ response.
- Subconsultants contracted by the FIRM shall be licensed in their respective fields.

G-38. ASBESTOS FREE MATERIALS:

By submission of a response to this solicitation, the FIRM acknowledges that if a contract is issued between the LIBRARY and the FIRM, the FIRM shall provide a written and notarized statement on company letterhead to certify and warrant that the Project was designed 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. FIRM agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the design or renovation, FIRM shall be liable for all costs related to the redesign or modification of the construction of the Project so that materials containing asbestos are removed from 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 FIRM that includes asbestos containing materials, the FIRM shall also be liable for all costs related to the abatement of such asbestos.

G-39. Rules of Conduct:

A copy of the LIBRARY's Rules of Conduct is attached to this RFQ. Upon award of a contract, the FIRM will be provided additional copies of the LIBRARY's Rules of Conduct. FIRM is to share the Rules of Conduct with their staff and sub-contractors and ensure their employees as well as sub-contractor employees adhere to the same. In particular, Rules 26 and 27 concerning the possession and/or consumption of alcohol and controlled substances.

G-40. Parking:

The LIBRARY will show FIRM where they are to park their vehicles at the work location as not to block LIBRARY patrons' access to the various locations. FIRMs are to caution their employees and sub-contractors 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. FIRM and/or employee will be responsible for any fees, tickets or fines as a result of parking violations.

G-41. SECURITY AND IDENTIFICATION:

A. The FIRM 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 FIRM, 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 FIRM 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 FIRM.

C. FIRM 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 FIRM) and a State of Florida ID or Driver's License will be required from the staff before being issued an ID. FIRM will maintain a log of all badges issued and returned.

G-42. CONTRACT TERMINATION, CANCELLATION AND SUSPENSION:

The LIBRARY reserves the right to suspend Contract between the FIRM 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 Library, FIRM shall be given written notice of such action promptly from Library.

The FIRM will recover from Library, as complete and full satisfaction for terminated, canceled, or suspended services, the actual unpaid costs of all services satisfactorily completed by the FIRM up to the date of termination, cancellation, or suspension, subject to approval by Library. The FIRM 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 FIRM shall (i) immediately discontinue performance of the services on the date specified in such notice, (ii) preserve work in progress pending disposition instructions by Library, and (iii) promptly make arrangements to depart the Project site.

G-43. Minimum Qualifications to Submit Bid:

FIRMs desiring to submit a response to this RFQ for the Project, as described herein, shall have the following Minimum Qualifications:

- FIRM must be a licensed Architectural Firm in the State of Florida for at least the last five (5) years.
- The qualifying Project Manager or Project Architect needs to be a licensed Professional Architect for at least five (5) years, of which at least three (3) years are to be in the State of Florida
- FIRM must be licensed to do business in Orange County Florida
- FIRM must be experienced in providing Architectural Design services for at least one (1) public project with a total construction cost in excess of \$500,000 within the last 5 years.
- FIRM must have no unresolved litigation against the LIBRARY or Orange County, Florida
- FIRM must provide three (3) positive references from owners of other similar projects as described in the Scope of Work section listed above.
- FIRM must identify and appointment an experienced and capable Project Manager and Project Architect assigned to work with the Library.
- FIRM must have no conflicts of interest as described in this RFQ.

G-44. PROPOSAL SUBMITTAL INSTRUCTIONS:

FIRMs desiring to submit a response to this RFQ for this Project, as described herein, shall submit responses per the instructions noted in the “ **INSTRUCTIONS TO FIRMs** “ in Section 7 above:

Proposals shall be submitted no later than 3:00 P.M. local time, on Monday, September 9, 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 FIRM(s) must submit five (5) hard copies (ie: **printed** in binders and with section tabs), one (1) 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. Title Page: Identify the RFQ subject, name of FIRM, FIRM's address, phone and facsimile number, primary point of contact, primary point of contact's title, phone number, mailing address, e-mail address for receipt of notifications, and date of submittal.

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

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

Include the following:

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

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

1. **FIRM Organization Description:** Give a brief history of the organizational structure of the FIRM, including the organization's date of inception, number of employees (both full time and part-time) and FIRM's web address. If the FIRM has a minority, women, and/or service-disabled veteran business status with Orange County Board of County Commissioners and/or the City of Orlando, provide a copy of said certification.
2. In order to submit a response to this RFQ, FIRMs must be experienced in providing Architectural and Civil Engineering Design services for at least one (1) public project with a total construction cost in excess of \$500,000 within the last 5 years. Subconsultants may be used to qualify for the Civil Engineering portion of this required experience. Provide current/past performance within the last five (5) years of the FIRM in successfully completing similar projects. Indicate the specific services provided by the FIRM and proposed subconsultants; this should include identification

of all “in-house” services provided by direct employees of the proposing FIRM and those of subconsultants. Include project description, scope of work, design fee and construction cost for each project.

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

A project that includes professional architectural services that have been successfully or substantially completed within the past five (5) years to design and construct a new commercial or institutional (not residential) facility or renovate an existing commercial or institutional (not residential) facility of at least 1,000 square feet. The project can also be a design/build project if the design component meets the definition of a similar project. Successfully completed projects from out of state will be considered. The Project Architect must have been primarily responsible for the following elements:

1. Design Services with the production of construction working drawings and specifications compliant with all required codes and sufficient for bidding, including coordination with sub-consultants.
2. Obtaining required permits from governing authorities having jurisdiction over the project.
3. Assisting the Owner by attending pre-bid meeting, issuing addenda and technical evaluation of bids if needed.
4. Providing contract administration during construction, including but not limited to approval of Applications for Payment, submittals, answering RFI's and attending jobsite construction meetings.
5. Providing professional architectural services under a “Continuing Service Contract” per Florida Statute 287.055 or the Owner has utilized your services for two or more projects per year for a minimum of two consecutive years.
6. Performed a study of the project prior to initiating design.
7. Design work performed in occupied building with minimum area affected by construction of 1,000 square feet.
8. Design work of phased construction project where work can be stopped and resumed seamlessly.

Scoring Criteria for Similar Projects:

The first three elements above are mandatory. To receive consideration for one half point, a similar project must contain above elements 1, 2, and 3. These elements are mandatory elements. In order to receive consideration for one full point, a similar project must contain the first three elements plus three additional elements. Those

similar projects with less than the three mandatory elements will receive no points. One similar project must have element No. 6. One similar project must have element No. 7. If a similar project includes both element 6 and element 7, it will satisfy this requirement. All elements must have been successfully completed and the construction of the project must be substantially complete.

The substantially completed projects must have been certified as such prior to the date of submission of proposals for this RFP. “Substantially Complete” is defined as 100% drawings and permit issued.

Under this similar project description, the project may have been performed under a specific contract. Also, a specific project performed under a continuing/ongoing contract may be submitted. However, the basic continuing/ongoing contract itself is not acceptable as a similar project.

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

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

3. Qualifications of Sub-Consultants: Provide a list or proposed Key Sub-Consultants that will be part of your design team. Describe the background/qualifications of each sub-consultants (if any), sub-consultant assignments, and percentage of sub-consultant involvement. If available, provide web addresses for the sub-consultants. If the sub-consultant 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.

A Key Sub-Consultant is one who will perform a substantial scope of work that is critical to the success of assigned projects. This work may require managerial and organizational skills, design/engineering specialties or project specific resources to achieve a successful project outcome. Key Sub-Consultants must be clearly identified on the organization chart submitted with the proposal. The Firm shall not substitute any Key Sub-Consultant without the prior written approval of the LIBRARY's Chief Financial Officer.

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

5. Key Personnel: Provide biographies/resumes of proposed, Project Manager, Project Architect, Quality Assurance Supervisor and all other key design lead members of the staff/team that will be assigned to this effort. The biographies shall include their position,

years of experience, tenure with the FIRM and similar successful projects relating to LIBRARY's requirements. Include an organization chart clearly identifying key personnel, their functional role, the firm they are employed by, and their primary work location.

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

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

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

For Submittal Requirement E "Scope of Services" In addition to your general response, provide a milestone schedule that would show your firms designing process from the time the "notice to proceed" is given (assume January 1, 2025, as the NTP date) until the completion of the bid documents (providing number of days, gant charts, critical paths, etc.) for the following fictitious project and notes.

PROJECT: Design the renovation of the Chickasaw Branch public restrooms, collection area, staff restroom, staff workroom and staff breakroom. Project includes new paint throughout the interior; replacing existing carpeting in the collection area and staff workroom with carpet squares; staff breakroom flooring replaced with LVT; restrooms are to be demoed to the studs and new tile walls and floors installed with all new toilets, urinals, sinks and stalls to be installed. Project also includes new information desk and furniture throughout the facility as well as new LED lighting throughout the facility.

NOTES: For this fictitious project, assume that the 12,200 square foot Chickasaw Branch has been in service since 2007 and the furniture and fixtures are nearing the end of life.

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

G. Required Forms:

- a. PROPOSAL COVER PAGE
- b. ACKNOWLEDGEMENT OF ADDENDA
- c. AUTHORIZED SIGNATORIES/NEGOTIATORS
- d. DRUG-FREE WORKPLACE FORM
- e. CONFLICT/NON-CONFLICT OF INTEREST STATEMENT
- f. E VERIFICATION CERTIFICATION
- g. RELATIONSHIP DISCLOSURE FORM
- h. SCRUTINIZED COMPANIES LISTS
- i. Title Page
- j. Letter of Transmittal
- k. Organizational Chart

- l. State and County Licenses
- m. MWBE Certificates as Applicable
- n. FIRM References
- o. Project Manager, Project Architect, Quality Assurance Supervisor Bio / Resume
- p. Team References
- q. Sub-Consultant List
- r. Sub-Consultant Qualifications
- s. Requirement E – Scope Of Service Response

[End of Submittal Requirements]

G-45. SELECTION of FIRM USING COMPETITIVE NEGOTIATIONS:

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

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

1. Qualifications/Experience: FIRM and sub-consultant (if any) qualifications and experience with similar projects. (30%)
2. Background/Key Personnel: FIRM experience and qualifications of key personnel and references with similar projects. (30%)
3. Proposed Approach: FIRM's proposed approach to providing the services as described in Scope of Services noted above. (25%)
4. Schedule/Timeline: FIRM's commitment to meeting the documented schedule in order to meet the goals of the LIBRARY. (10%)
5. Other Relevant Factors: As set forth in subsection 287.055(4) of the *Florida Statutes*. (5%)

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

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

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

Part 3. Short-listed FIRMs will be required to make oral presentations on **October 21, 2024** and answer questions. After the presentations, the selection committee will re-score each of the

short-listed FIRMs using the evaluation criteria listed above. The final scores will in turn determine the final rankings, which require approval by the LIBRARY Board of Trustees.

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

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

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

46. RESPONSIBLE VENDOR DETERMINATION:

FIRM 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.

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**PROPOSAL COVER PAGE
RFQ OCLS-24-002**

Name of Business: _____

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

TIN#: _____

D-U-N-S® # _____

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

(City) (State) (Zip Code)

Contact Person: _____

Telephone Number: _____

Cell Phone Number: _____

Fax Number: _____

Email Address: _____

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____

Cell Phone Number: _____

Residence Telephone Number: _____

Email Address: _____

**ACKNOWLEDGEMENT OF ADDENDA
RFQ OCLS-24-002**

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

Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addenda acknowledged and accepted:

Signature: _____

Printed Name: _____

Date: _____

**AUTHORIZED SIGNATORIES/NEGOTIATORS
RFQ OCLS-24-002**

The Proposer represents that the following principals are authorized to sign proposals, negotiate and/or sign contracts and related documents to which the Proposer 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 proposal:

Type of Organization

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Non-Profit
<input type="checkbox"/> Joint Venture	<input type="checkbox"/> 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: _____

(Proposer's Signature)	(Title)
(Proposer's Printed Name)	(Date)
(Name of Business)	

**DRUG-FREE WORKPLACE FORM
RFQ OCLS-24-002**

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

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.
7. Require any and all subcontractors and their workforce, who will perform work under any resulting contract from RFQ OCLS-24-002 CONTINUING ARCHITECTURAL AND CIVIL ENGINEERING SERVICES FOR OCLS, within the state of Florida to acknowledge the Drug-Free Workplace requirement by signing and submitting same form at time of contract execution.

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

(Proposer's Signature)

(Date)

(Proposer's Printed Name)

**CONFLICT/NON-CONFLICT OF INTEREST STATEMENT
RFQ OCLS-24-002**

CHECK ONE:

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

OR

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

LITIGATION STATEMENT

CHECK ONE:

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

OR

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

Name of Business: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

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

**E VERIFICATION CERTIFICATION
RFQ OCLS-24-002**

NAME OF CONSULTANT: _____ (referred to herein as
“CONSULTANT”)

ADDRESS OF CONSULTANT: _____

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

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

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

The undersigned will require any and all subcontractors and their workforce, who will perform work under any resulting contract from RFQ OCLS-24-002 CONTINUING ARCHITECTURAL AND CIVIL ENGINEERING SERVICES FOR OCLS, within the state of Florida to acknowledge the E Verification Certification requirement by signing and submitting same form at time of contract execution.

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

AUTHORIZED SIGNATURE: _____

Printed NAME: _____

TITLE: _____

DATE: _____

**RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE OCLS
IS THE PRINCIPAL OR PRIMARY PROPOSER
RFQ OCLS-24-002**

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

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

Part I

INFORMATION ON PROPOSER:

Legal Name of Proposer:

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

Business Phone: () _____ Fax: () _____

INFORMATION ON PROPOSER'S AUTHORIZED AGENT, IF APPLICABLE:

(Agent Authorization Form also required to be attached)

Name of Proposer's Authorized Agent:

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
RFQ OCLS-24-002**

Part II

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

___ YES ___ NO

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

___ YES ___ NO

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

___ YES ___ NO

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

(Use additional sheets of paper if necessary)

**RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE OCLS
IS THE PRINCIPAL OR PRIMARY PROPOSER
RFQ OCLS-24-002**

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

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

_____ (Proposer's Signature) _____ (Date)

Printed Name and Title of Person completing this form:

STATE OF: _____

COUNTY OF: _____

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

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

(Notary Seal) _____
Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS
RFQ OCLS-24-002**

Proposer's Name of Business: _____

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

FEIN/TIN#: _____

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

(City) (State) (Zip Code)

Contact Person: _____

Contact Person Title: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

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

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

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

Certified Signature: _____

Printed Name: _____

Certifier Title: _____

Date: _____