

**RFQ OCLS-24-003**  
**REQUEST FOR QUALIFICATIONS**  
**CONTINUING CONSTRUCTION MANAGEMENT SERVICES**

**Issue Date: July 15, 2024**

**Due Date: September 16, 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 contractors (FIRMS) to provide Continuing Construction Management services for the LIBRARY's Main Library and it's 16 Branch locations ("SERVICES"). The responses to this Request for Qualifications (RFQ) are for minor construction, repair, remodeling, renovation, rehabilitation, alteration, upgrade, maintenance services, site work and new construction for Library facilities located throughout Orange County Florida sometimes with limited design requirements and valued generally less than \$1,000,000. Copies of the Request for Qualifications may be obtained from the LIBRARY's RFQ Project Coordinator noted below or via the Library's Procurement Portal at <https://www.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 construction management services shall be negotiated after the successful FIRMS are selected, including a schedule of fees and hourly labor rates. The contract that the LIBRARY intends to use for award is attached for reference. Any exceptions to this standard contract must be clearly indicated by return of the standard contract with the proposal, with exceptions clearly noted. The LIBRARY has the right to require the selected proposer to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its discretion.

#### **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. If the LIBRARY project will exceed the \$4.0 million estimated construction cost limit, that project's construction services will be advertised and procured separately under F.S. 287,055, F.S. 255.103, or F.S. 255.20 and not performed under the selected FIRM's continuing services contract. The Library intends to award three (3) FIRMS contracts to rotate the SERVICES as needed by the Library. The Library may select a 4<sup>th</sup> ranked FIRM to enter into a continuing services contract as an alternate if any of the top ranked FIRMS fail to or are unable to perform their required and the requested SERVICES for a particular project.

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

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

The required construction management services encompasses minor construction, repair, remodeling, renovation, rehabilitation, alteration, upgrade, maintenance services, site work and new construction related to Library buildings and facilities located throughout Orange County Florida generally with limited design requirements and valued generally less than \$1,000,000; however the value may be as high as \$4,000,000 or as allowed by law. Because any SERVICES under this continuing contract will be on an as needed basis, exact project specifications are generally not available. The SERVICES shall be performed in accordance with industry standards and in compliance with federal, state, and local published rules, regulations, standards and/or statutes.

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

## **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-24-003 CONTINUING CONSTRUCTION MANAGEMENT SERVICES FOR OCLS".

- Said package shall have the proposers company name and address listed on the outside of the package.
- Said package shall contain: one (1) original Proposal (clearly marked), four (4) copies (a total of 5 **printed** Proposals) and one (1) electronic copy on a USB drive for document management purposes. Electronic copy shall be in PDF format – the most recent software version.
- **Proposals shall be submitted no later than 3:00 P.M. local time, on Monday, September 16, 2024 to:**

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

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

- All information submitted will become part of the project file and, unless otherwise exempt or confidential in accordance with Florida law, will become a public record. All responses and accompanying documentation will become the property of the LIBRARY and will not be returned.
- Any response may be withdrawn prior to the date and time the responses are due. Any response not withdrawn prior to the date and time responses are due, will constitute an irrevocable offer, for a period of ninety (90) days, to provide the LIBRARY with the services as specific in the response.

## **8. PRELIMINARY SCHEDULE:**

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

<b>Event</b>	<b>Date</b>	<b>Time</b>
Announcement of RFQ	<b>7/15/2024</b>	<b>10:00 A.M.</b>
Non-Mandatory Pre-Proposal Meeting	<b>7/30/2024</b>	<b>10:30 A.M.</b>
Question Submission Deadline	<b>08/13/2024</b>	<b>3:00 P.M.</b>
Question Responses Posted	<b>08/16/2024</b>	<b>3:00 P.M.</b>
Qualification Package Due	<b>09/16/2024</b>	<b>3:00 P.M.</b>
Qualifications Evaluated (Part 1 & 2)	<b>9/17-10/10/2024</b>	<b>TBD</b>
Inform FIRMs of Short-Listed Rankings	<b>10/11/2024</b>	<b>3:00 P.M.</b>
FIRM Oral Presentations	<b>11/11/2024</b>	<b>9am to 5pm</b>
Final Evaluation (Part 3)	<b>11/13/2024</b>	<b>TBD</b>
LIBRARY Board of Trustees Ranking and Approval	<b>12/12/2024</b>	<b>6:00 P.M.</b>
Notice of Intent to Enter Negotiations with Top 2 or 3 Ranked FIRMs	<b>12/13/2024</b>	<b>10:00 A.M.</b>
Contract Negotiations	<b>12/16/24-01/17/25</b>	<b>TBD</b>
Tentative Date to Award Contract	<b>01/21/2025</b>	<b>TBD</b>
Tentative Contract Start Date	<b>01/31/2025</b>	<b>TBD</b>

## **9. PRE-PROPOSAL CONFERENCE:**

**A Non-Mandatory Pre-Proposal Conference will be conducted on Tuesday, July 30, 2024 at 10:30 am.** The meeting location is LIBRARY Main Branch, 101 E. Central Blvd., Orlando FL 32801, 5<sup>th</sup> floor, Human Resources Reception Desk. All interested parties are encouraged to send a minimum of one (1) and a maximum of three (3) representatives to this non-mandatory meeting.

## **10. 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, November 11, 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 Manager responsible for project construction. 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](mailto:OCLSBIDS@ocls.info) no later than 3:00 PM Tuesday, August 13, 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](mailto: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/](http://www.floir.com/companysearch/) and A.M. Best Ratings are available at [www.ambest.com](http://www.ambest.com))

#### ➤ **Required Liability Coverage:**

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

- Should the Payment and Performance Bonds be issued by co-sureties, each surety listed on the bond shall meet the requirements above. In addition, each surety shall submit a power of attorney and all signatures of the co-sureties representatives shall be notarized and the "lead" surety shall be identified for the purposes of underwriting and claims management.
- Prior to execution of the Contract Documents the LIBRARY may require the FIRM to furnish such other Bonds, in such form and with such sureties as it may require. If such Bonds are required by written instructions given prior to opening of Bids, the premium shall be paid by the FIRM. If the Contract Amount is increased by Change Order, it shall be the FIRM's responsibility to insure that the Payment and Performance Bonds be amended accordingly and a copy of the amendment is forwarded to the LIBRARY.

## **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 and the 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 Quality Assurance Supervisor must be two different individuals, one of the individuals shall be currently employed by the Firm. The Project Manager shall be a Professional Licensed Construction Manager in the State of Florida or a Bachelor Degreed Construction Manager and with one of the following certifications in the State of Florida: General Contractor's (GC) License, Certified Construction Manager (CCM), or a Project Management Professional (PMP, PgMP, PfMP) prior to the due date of proposals submitted for this RFP. A diploma must be submitted as backup for validation of any Bachelor Degreed Construction Manager. A copy of the General Contractor's License, and / or a CCM, PMP, PgMP, or PfMP Certificate also needs to be included as applicable. 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.

**36. NOT USED:**



### **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.

### **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 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. 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. NOT USED:**

### **G-40. 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, Construction Industry Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified engineering 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-41. 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 constructed with asbestos free materials. Such statement shall be submitted with the final payment request.** Final payment shall not be made until such statement is submitted. 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-42. 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-43. 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-44. 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-45. 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-46. 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 Construction Management Firm in the State of Florida for at least the last five (5) years.
- 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
- The qualifying Project Manager needs to be a licensed Professional Construction Manager 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 Construction Management services for at least one public project with a total construction cost in excess of \$500,000 within the last five (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 assigned to work with the Library.
- FIRM must have no conflicts of interest as described in this RFQ.

**G-47. 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 16, 2024**

Orange County Library System  
 Attn: Kristopher Shoemaker, Chief Financial Officer  
 5<sup>th</sup> 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. Statement of Qualifications:** The FIRM shall submit a completed Statement of Qualifications Form with the following:

- Project Experience Form For Five (5) Similar Projects
- Completed Statement of Qualifications Questionnaire Form
- Certification of Bonding Capacity Letter from Surety
- Verification of Insurance letter from Insurance Company specifically stating that the Contractor has the capacity to obtain the coverage or has the coverage specified herein.
- Copy of Florida Construction Industries Licensing Board Certification as a Certified General Contractor, Registered General Contractor, Certified Building Contractor, or Registered Building Contractor.
- Copy of Occupational License in Contractor's name in Orlando MSA (Orange, Lake, Seminole and Osceola Counties)
- Address of established office with a minimum of 2 employees (include list of employee names) in the Orlando MSA (Orange, Lake, Seminole and Osceola Counties) available for inspection upon request.

In order to submit a response to this RFQ, FIRMs must be experienced in providing Construction Management services for at least one (1) public project with a total construction cost in excess of \$500,000 within the last 5 years. The FIRM must submit a minimum of five (5) projects successfully completed as the prime contractor within the last ten (10) years (i.e., construction declared Substantially Complete between January 1, 2014 and December 31, 2023) that demonstrate the types of experience outlined in "Similar Project Type". All projects submitted shall be separate projects. The FIRM's required project experience shall be listed and described using the enclosed Contractor's Project Experience Form limited to two (2) pages for each similar project.

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

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

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

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

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

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

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

All five (5) projects shall have been under contract with the FIRM as the prime contractor and shall include construction to renovate or build-out an occupied area or occupied campus in a commercial, institutional, governmental or educational facility (NOT RESIDENTIAL) with a construction cost of at least \$500,000. The project could be delivered as a design/build project as long as the proposer is the prime contractor. Out of state projects will be considered. The following elements shall apply to the projects submitted as outlined below:

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

All Five (5) of the projects shall include a minimum of two elements. Two (2) of the five (5) projects shall have been successfully completed under an on-going continuing contract, a job order type contract, or a project that was part of multiple concurrent contracts awarded by same owner.

All five (5) projects must be projects that were completed or substantially completed in an occupied facility or occupied campus that had to maintain normal operations during construction.

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

List similar projects successfully completed by the FIRM AS A PRIME CONTRACTOR within the last ten (10) years (i.e., construction declared substantially complete between January 1, 2014 and December 31, 2023). The contact person listed as a reference shall be someone who has personal knowledge of the FIRM's performance during the referenced project. Contact persons must have been informed they are being used as a reference and that the LIBRARY will be emailing them. Only projects within the continental 48 states will be considered.

EACH SIMILAR PROJECT LISTED SHALL BE LISTED WITH COMPLETE INFORMATION AS SPECIFICALLY PROVIDED ON THE REFERENCE FORM. THE SPECIFIC INFORMATION ON REFERENCES MUST BE PROVIDED ON THE REFERENCE FORM. DO NOT ATTACH LISTINGS OF REFERENCE INFORMATION. FAILURE TO PROVIDE REFERENCE INFORMATION AS REQUESTED MAY RESULT IN THE REJECTION OF YOUR RESPONSE.

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

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

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

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

**3. Qualifications of Sub-Consultants:** Describe background/qualifications of 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.

**4. References:** Provide at least three 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, 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.

**8.-BONDING CAPACITY:** Provide verification from surety on surety's letterhead of a minimum of \$500,000 in bonding capacity for a payment bond and \$500,000 in bonding capacity for a performance bond with the SOQ. A Power of Attorney must be attached authorizing the agent to sign on behalf of the bonding company. The Surety shall have a rating from A.M. Best Company (or other equivalent rating company) equal to or better than A-rating and a Financial Strength Rating of Class VI or better The surety must be included on the approved list of sureties issued by the United States Department of Treasury. **Failure to provide bonding verification shall result in a determination that your SOQ is non-responsive.**

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

**E. Scope of Services:** Each response must address, at a minimum, a description of the FIRM's approach to the construction management 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 construction management 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 planning and construction process from the time the " notice to proceed " is given ( assume January 1, 2025, as the NTP date ) until the receipt of Certificate of Occupancy documents ( providing number of days, gnat charts, critical paths, etc. ) for the following fictitious project and notes.

PROJECT: Manage 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; moving furniture, books, etc out of the way and back into place; 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:**

- 1) Cover Page and W-9
- 2) Acknowledgement of RFQ Addenda Form
- 3) Authorized Signatories/Negotiators Form
- 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) Contractor's Project Experience Form ( from pages 20 & 37 )
- 10) Contractor's Questionnaire ( from pages 20 and 38-41 )
- 11) Table of Contents ( from page 20 )
- 12) Letter of Transmittal ( from page 20 )
- 13) Organization Description and Organizational Chart ( from page 20 )
- 14) MWBE Certificates as Applicable ( from page 20 )
- 15) State and County Licenses ( from page 17, 21, 24 )
- 16) Certification of Bonding Capacity ( from pages 20 & 23 )
- 17) Verification of Insurance ( from page 20 )
- 18) Sub-Contractor Qualifications ( from page 23 )
- 19) References ( from pages 21 & 23 )
- 20) Key Personnel Bio / Resume, including but not limited to: ( from pages 13 & 23 )
  - i. Project Manager
  - ii. Quality Assurance Supervisor
- 21) List of legal actions against FIRM ( from page 23 )
- 22) Approach to fictitious project ( from page 24 )
- 23) GNATT Chart ( from page 24 )
- 24) Additional Information ( from page 24 )

**[ End of Submittal Requirements ]**

**G-48. 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 November 11, 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 three (3) ranked FIRMs. If agreement is not reached with any of the top ranked three (3) 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 at least 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 ranked FIRMs are unable to perform SERVICES for a particular project.

The successful FIRMs shall be required to execute an agreement in substantially the form of the attached which provides, among other things, for percentage fees fixed hourly labor rates, bonds, 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.

**G-49. 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.

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

**PROPOSAL COVER PAGE  
RFQ OCLS-24-003**

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-24-003**

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-24-003**

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

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: \_\_\_\_\_

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

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

\_\_\_\_\_  
(Name of Business )

**DRUG-FREE WORKPLACE FORM**  
**RFQ OCLS-24-003**

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-24-003 REQUEST FOR QUALIFICATIONS CONTINUING CONSTRUCTION MANAGEMENT SERVICES, within the state of Florida to acknowledge the Drug-Free Workplace requirement by signing and submitting same form at time of contract execution.

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

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

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

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

**CONFLICT/NON-CONFLICT OF INTEREST STATEMENT  
RFQ OCLS-24-003**

**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-24-003**

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

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

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

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

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

The undersigned will require any and all subcontractors and their workforce, who will perform work under any resulting contract from RFQ OCLS-24-003 REQUEST FOR QUALIFICATIONS CONTINUING CONSTRUCTION MANAGEMENT SERVICES, within the state of Florida to acknowledge the E Verification Certification requirement by signing and submitting same form at time of contract execution.

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

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

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

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

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

**RELATIONSHIP DISCLOSURE FORM  
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE OCLS  
IS THE PRINCIPAL OR PRIMARY PROPOSER  
RFQ OCLS-24-003**

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

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

**Part I**

**INFORMATION ON PROPOSER:**

Legal Name of Proposer:

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

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

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

Name of Proposer's Authorized Agent:

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

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

**RELATIONSHIP DISCLOSURE FORM  
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE OCLS  
IS THE PRINCIPAL OR PRIMARY PROPOSER  
RFQ OCLS-24-003**

**Part II**

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

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

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

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

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

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

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

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(Use additional sheets of paper if necessary)

**RELATIONSHIP DISCLOSURE FORM  
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE OCLS  
IS THE PRINCIPAL OR PRIMARY PROPOSER  
RFQ OCLS-24-003**

**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-24-003**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Contractor's Project Experience**

**RFQ OCLS-24-003  
CONTINUING GENERAL BUILDING CONTRACTOR SERVICES FOR OCLS  
PROJECT NO. \_\_\_\_\_**

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

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

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

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

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

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

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

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

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

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

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

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

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

Project elements included (check all that apply):

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

Check if completed under one of the following:

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

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

**CONTRACTOR QUESTIONNAIRE**  
**RFQ OCLS-24-003**  
**Continuing Construction Management**

1. Company legal name and address:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_

3. Previous Firm Name (if applicable):

\_\_\_\_\_

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

\_\_\_\_\_

5. Has your organization ever been denied bonding?

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

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

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

If yes please explain:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR QUESTIONNAIRE**  
**RFQ OCLS-24-003**  
**Continuing Construction Management**

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

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

If yes please explain:

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

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

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

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

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

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

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

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

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

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



**CONTRACTOR QUESTIONNAIRE**  
**RFQ OCLS-24-003**  
**Continuing Construction Management**

**SUPPLEMENTAL INFORMATION**

1. Current President or Chief Executive Officer:

\_\_\_\_\_

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

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

4. Give any special qualifications/certifications of firm members (ie. Licensed Contractor, Registered Engineer, Surveyor, etc.):

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

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

2021 \$ \_\_\_\_\_ 2022 \$ \_\_\_\_\_ 2023 \$ \_\_\_\_\_

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

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

**PROPOSED PROJECT MANAGER INFORMATION**

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

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

**CONTRACTOR QUESTIONNAIRE**  
**RFQ OCLS-24-003**  
**Continuing Construction Management**

Provide a management plan outlining the following:

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