

**RFP OCLS-VOIP-24-001
REQUEST FOR PROPOSAL
Voice Over IP (VoIP) Services for OCLS
With a Call Center Software Add Alternate**

Issue Date: August 21, 2024

Due Date: November 7, 2024

1. PURPOSE:

The Orange County Library System (LIBRARY), an independent special taxing district to the State of Florida, is soliciting sealed written proposals from Florida-licensed communication firms (FIRM) to provide cloud-based (aka hosted) Voice Over IP (VoIP) services for the LIBRARY's Main Library and it's fourteen (14) (soon to be 16) Branch locations ("SERVICES"). The responses to this Request for Proposal (RFP) are to include the features and applications as identified in this RFP. Therefore, the LIBRARY seeks a FIRM to provide a new VoIP telecommunications system, including all required software, hardware and training, as detailed in this document. Copies of the Request for Proposal may be obtained from the LIBRARY's RFP Project Coordinator noted below.

In addition to the VoIP Services, the LIBRARY will consider a Call Center Software Add Alternate, if the Call Center Software is provided directly by the selected FIRM (not via re-sellers or business partners).

2. RFP 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 RFP should be directed in writing to the RFP Project Coordinator listed below.

Name: Thomas Beaver, IT Department Head
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 Proposal must be directed in writing through the RFP Project Coordinator noted above.

3. ORAL INTERPRETATION:

No oral interpretation of this Request for Proposal 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 RFP or elect not to proceed with the RFP 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 RFP.

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 cloud-based (aka hosted) Voice over IP services shall be entered into after the successful FIRM is selected. The contract that the LIBRARY intends to use for award is attached for reference, which includes costs of hardware, software licensing, annual maintenance, installation/configuration, etc. 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 one (1) firm 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. See Scope of Services for complete list of requirements and specifications for the project.

The LIBRARY currently utilizes GoTo Technologies USA, Inc's GoToConnect hosted voice solution using approximately three hundred (300) Polycom VVX300, thirty (30) Polycom VVX500, twenty (20) YeaLink W60B and ten (10) YeaLink CP960 phones. If possible, these existing Polycom and YeaLink sets would be able to be used with the new system provided. If the existing Polycom and YeaLink units cannot be utilized, then the FIRM will buy them or give a "trade in" credit. The LIBRARY also has approximately 30 analog fax machines that will need to be accommodated into the hosted VoIP system. The current VoIP system is serviced by approximately fifteen (15) Cisco ATA191 and six (6) AudioCodes MP-114 analog adapters.

The LIBRARY currently consists of a Main Library and fourteen (14) branch locations throughout Orange County, Florida. The LIBRARY will add another branch in the Fall of 2025 and a another branch in the Spring of 2026 (dates are approximate). All locations are connected by a Metro Ethernet network at 250Mbps and a 2Gbps Internet Fiber Link, both provided by SmartCity Solutions.

7. SCOPE OF SERVICES:

Overview of Services. The FIRM shall provide and or perform professional Hosted Voice over IP Services to the Main Library and its current fourteen (14) (soon to be 16) branch locations and any future branch locations.

Specific Services. The LIBRARY seeks a FIRM that will be responsible for providing a technology solution to implement a fully functional, well documented, telecommunications system utilizing VoIP that meets the needs of the LIBRARY as detailed in this RFP. The main hardware/software environment will be hosted at the FIRM's facilities with some gateway equipment at the LIBRARY's facilities as necessary.

The successful FIRM will furnish all the labor, services, materials, equipment, tools, appliances and all other things necessary for the timely and proper completion of the hosted VoIP Telecommunications System project.

The successful FIRM will, at all times, furnish sufficient skilled workers, materials and equipment to perform all work. All materials and equipment provided will be new, free from all defects, fit for the purpose for which they are intended, and merchantable.

As part of the overall project plan, the FIRM must develop a project communication plan that ensures timely and appropriate generation, collection and dissemination of project information. In addition, the FIRM must provide periodic reporting and attend status meetings. At key points throughout the project, the FIRM may be required to make presentations to various stakeholders including, but not limited to, the project team, the LIBRARY's Strategic Planning Team and/or the LIBRARY's Board of Trustees.

As part of the overall project plan, the FIRM must develop a **detailed** project implementation plan identifying the most efficient and effective approach to implementation based on the FIRM's experience.

The FIRM shall be responsible to perform a comprehensive network assessment to validate VoIP capabilities. The validation must be signed by the FIRM.

The FIRM shall develop test plans, including, but not limited to, system, integration, regression, parallel, load stress, performance, user acceptance and/or operational readiness, necessary to thoroughly test the functionality of the system. The plans shall provide step-by-step instructions for executing the tests, including identifying the inputs to the test, the steps in the testing process and the expected results. Throughout the implementation, the FIRM will assist the LIBRARY with testing, including support related to set-up, configuration and troubleshooting.

The FIRM will provide training to ensure a transfer of knowledge sufficient enough to prepare staff for the new system. The FIRM shall provide training plans and training documentation supporting the system's functionality, business processes and other training needs. Training will be customized by organizational role including, but not limited to, system administrators, process owners and management.

The FIRM will provide post-implementation support including the maintenance of a customer support procedure to be used to address all system problems and user questions. Support will be provided 24/7 365 with a two (2) hour response time and a three (3) hour solution time.

The FIRM will provide ongoing system maintenance and support including, but not limited to, periodic upgrades and enhancements. Said upgrades and enhancements will be performed outside of the LIBRARY's normal operating hours.

Implementation: FIRM is required to provide their detailed implementation plan which provides NO downtime during Library's operating hours. The LIBRARY's normal operating hours are:

Sunday	1:00 pm to 6:00 pm
Monday – Thursday	10:00 am to 7:00 pm
Friday & Saturday	10:00 am to 6:00 pm

NOTE: The primary focus of this RFP is the VoIP System, the Call Center Software is an Add Alternate and the specifications are listed in Appendix C – Call Center Software,

7.A System Requirements and System Specifications:

The FIRM will design and implement a hosted VoIP system that has the following features at a minimum:

- Cloud-based (aka hosted) VoIP – compatible with existing Polycom VVX250, VVX300, VVX500, SoundStation7000 phone models as well as YeaLink W60B / W56H / CP960 phone models and Algo 8188 / 8310 Paging Controllers and Speakers
- Web admin portal or similar interface for self-administering phone system configurations
- Accommodate 450-500 extensions which includes phones, fax machines, groups, and other devices distributed among the current 15 locations and soon to be 17 locations
- Approximately 350 physical phones, basic and advanced models.
- Able to operate with our existing Cisco Catalyst 3850 PoE switches and Fortinet FortiSwitch 448-E POE switches
- Port our existing ~350 external numbers to new VoIP system
- Voicemail capabilities for at least 400 users
- Ability to connect approximately 40 analog fax lines to the VoIP phone system
- Detailed reporting for extensions, groups, phone system performance, etc.
- Access to reporting for other users aside from phone system administrators
- e911 features to direct emergency personnel to the correct location
- Unlimited number of auto-attendants and dial plans
- Support for Plantronics Savi DECT Wireless Headsets
- E-Faxing support
- Ability to add or develop features when necessary
- Local and long distance included
- Ability to turn off or turn on ringing for ring groups/pickup groups leaving only a flashing assigned button as an indicator
- Ability to have phones be part of a group and have their own unique extension
- Multiple location support - 15 metro area locations with 1 of the 15 being the central connection to the other locations (and ability to add future locations)
- Voicemail to e-mail option
- Roll over to mobile devices option
- Ability to create an internal speed dial listing
- Conference call capability

- Caller-ID, internal and external
- External phone number mask
- Hold calls
- Toggle between calls
- Hold call waiting
- Hold call music
- Park calls on the network
- Direct Inward Dialing
- Ability to disable Direct Inward dialing
- Ability to have an extension on a phone without an associated DID
- Personalized rings
- Call transfer
- Do not disturb feature
- Call Pickup
- Call history
- Programmable line keys
- Hunt groups
- Toll restriction
- Abbreviated dial
- Call forward
- Call hold and retrieve
- Hands-free full duplex speakerphone
- Access to live support
- Paging system integration
- Softphone capability

Phone Connectivity – All telephone sets will use existing CAT6 LAN wiring. (List all exceptions to this configuration)

Uniform Dialing Plan - System(s) must be capable of accommodating a dialing plan for all locations with extension numbers for each office. The numbering plan should have the flexibility to accommodate four (4) digit dialing. All locations should be able to reach any location by simply dialing the appropriate four (4) digit extension number.

Centralized Voice Mail - System must be able to provide voice mail service to all locations. Voice mail must have capability to provide independent auto attendant for any or all locations.

Voice Message Lights - System must have the ability to light the message waiting lights.

Call Forwarding - Every station must have the capability to forward calls to voice mail, a station within their physical building, a distant station located on the network, or off premise to a public Telco number such as a home or cellular phone etc. Forwarding should have the ability to be activated, canceled, or have the location changed remotely.

System Administration - Solution should allow system administration personnel to change all system programming for any location from the host location and from any internet connection outside the network including E911 information. System should allow system administrator to pull system reports and information from systems across the network to main location.

System must also provide alerts to the selected administrators via email as well as outcalls to 10 digit phone numbers. System failures, error build ups, connectivity loss such as T1 outages etc. should be included. System must also notify selected individuals when 911 calls are placed and must identify the caller's extension.

Call Accounting - System must provide reports on all individual sets within the network.

Incoming, outgoing, numbers dialed, long distance costs, internal calls are among the items that must be recorded. Reports should be able to categorize by individual, department, and location and should be able to automatically run at designated times and be delivered via email to selected individuals for further analysis.

1. System must store records dating back a minimum of 6 months prior to any present run date.
2. Must be able to identify and track any individual call through its progress from inception to termination.
3. Must be able to be set to alert for fraudulent parameters such as a high volume or lengthy calls to foreign countries etc. Alert must be via email as well as pager/cell phone to designated and preset staff members.
4. Offer or will create all initial reports and tables in conjunction with customer input.

E911 – Please describe E911 capabilities and how your system handles this. System administration personnel must be able to configure E911 details per phone.

[End of System Requirements and System Specifications]

8. INSTRUCTIONS TO FIRMS:

FIRMS or companies desiring to provide SERVICES, as described herein, shall submit Responses in one sealed package and clearly labeled "RFP OCLS-VOIP-24-001 REQUEST FOR PROPOSAL Voice Over IP (VoIP) 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 Thursday, November 7, 2024 to:**

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

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

9. PRELIMINARY SCHEDULE:

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

Event	Date	Time
Announcement of RFP	08/21/2024	10:00 A.M.
Non-Mandatory Pre-Proposal Meeting Via Teams	09/12/2024	2:00 P.M.
Question Submission Deadline	09/23/2024	3:00 P.M.
Question Responses Posted	09/30/2024	3:00 P.M.
Qualification Package Due	11/07/2024	3:00 P.M.
Qualifications Evaluated (Part 1 & 2)	11/11-12/05/2024	TBD
Inform FIRMs of Short-Listed Rankings	12/06/2024	3:00 P.M.
FIRM Oral Presentations	12/18/2024	TBD
Final Evaluation (Part 3)	12/19/2024	TBD
LIBRARY Board of Trustees Ranking Approval	01/09/2025	6:00 P.M.
Notice of Intent to Enter Negotiations with Top Ranked FIRM	01/10/2025	10:00 A.M.
Contract Negotiations	01/13-31/2025	TBD
Tentative Date to Award Contract	02/13/2025	TBD
System Configuration, Training, Installation, Testing, etc.	02/14-05/31/2025	TBD
Tentative Go Live Date	06/01/2025	TBD

10. PRE-PROPOSAL CONFERENCE:

A Non-Mandatory Pre-Proposal Conference will be conducted on September 12, 2024 at 2:00 pm. The meeting will be via **MicroSoft Teams Meeting ID 276 014 528 191 Pass Code dZbE2J** this is a non-mandatory meeting.

11. 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 December 18, 2024 and time of oral presentations is TBD.** The LIBRARY desires to have at least three (3) proposing FIRMs. Attendees from the FIRM must include the Project Manager responsible for project design and implementation. FIRM may choose to include up to two additional attendees if felt necessary. **The oral presentation can also be made via a webinar. Firm must notify the Library if they would prefer in-person or webinar format when contacted to schedule their presentation.**

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 8 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 RFP, 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 RFP 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 Section 8 "INSTRUCTIONS TO FIRMS" and the terms and conditions of this Request for Proposal, may render the response non-responsive and ineligible from further consideration.

G-2. QUESTIONS REGARDING THIS RFP:

All questions or concerns regarding this Request For Proposal shall be submitted via email to OCLSBIDS@ocls.info no later than **3:00 PM Monday, September 23, 2024** referencing the RFP number. When required the LIBRARY shall issue an addendum to the Request For Proposal. 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 Proposal. Lack of understanding and/or misinterpretation of any portions of this Request For Proposal shall not be cause for subsequent protest of award. FIRMS must contact the LIBRARY's Chief Financial Officer, via email to OCLSBIDS@ocls.info **prior** to the opening of RFP 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 Proposal shall not be cause subsequent protest of award.

G-5. CONTRACTUAL AGREEMENT:

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

G-16. FIRM's REPRESENTATION AND AUTHORIZATION:

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

- The FIRM warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the FIRM, to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the FIRM any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract. For the breach or violation of this provision, the LIBRARY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- The FIRM is not currently under suspension or debarment by the State of Florida or any other governmental authority.
- To the best of the knowledge of the person signing the response, the FIRM, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- To the best of the knowledge of the person signing the response, the FIRM has no delinquent obligations to the State of Florida, including a claim by the State of Florida for liquidated damages under any other contract.
- The response is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The FIRM has fully informed the LIBRARY in writing of all convictions of the FIRM, its affiliates (as defined in subsection 287.133(l) (a) of the *Florida Statutes*), and all directors, officers, and employees of the FIRM and its affiliates for violation of Federal or State Antitrust laws with respect to a public contract for violation of any Federal or State law involving fraud, bribery, collusion, conspiracy or material misrepresentation. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the FIRM nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of funds: Has within the preceding three (3) years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or Has within the preceding three (3) years of this certification had one (1) or more Federal, State, or local government contracts terminated for cause or default.

- The FIRM shall indemnify, defend, and hold harmless the LIBRARY and its employees against any cost, damage, or expense, which may be incurred or be caused by any error in the FIRM's preparation of its response.
- The FIRM certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The FIRM certifies it does not do business in Cuba or Syria.

G-17. INSURANCE AND BOND REQUIREMENTS:

The LIBRARY shall be named as additional insured on all policies. The selected FIRM agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the LIBRARY's review or acceptance of insurance maintained by the selected FIRM is not intended to and shall not in any manner limit or qualify the liabilities assumed by FIRM under this contract.

The selected FIRM is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

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

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better. (Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

➤ **Required Liability Coverage:**

Commercial General Liability - The FIRM shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than **\$1,000,000 (one million dollars) per occurrence**, \$2,000,000 general aggregate and \$2,000,000 aggregate for products completed operating hazard. FIRM shall also maintain umbrella coverage of \$3,000,000 each occurrence/combined. The FIRM further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

➤ **Required Liability Endorsements:**

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations.

- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted, please include the entire endorsement and the applicable policy number.

➤ **Required Automotive Coverage:**

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

Required Automotive Endorsements: None

➤ **Required Workers' Compensation Coverage:**

- Workers' Compensation - The FIRM shall maintain coverage for its employees with statutory workers' compensation limits, and no less than **\$100,000 each incident** of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any FIRM using an employee leasing company shall complete the Leased Employee Affidavit. Note: The use of employee leasing companies is not permitted under this RFP 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

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. 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 RFP, the FIRM affirms that all employees in the above categories shall undergo e-verification before placement on any resulting contract from this RFP 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 for the installation portion only. Subcontracting is not allowed for the monthly service. 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 RFP, 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 RFP, 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 RFP, 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 Proposal.

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 RFP.

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

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

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

G-36. NOT USED:

G-37. LICENSING REQUIREMENTS:

The FIRM will adhere to all applicable licensing requirements required by Florida statute(s), Orange County Florida, City of Orlando and other local municipalities for work and services covered by this solicitation.

- FIRM shall provide copies of all applicable licenses with their RFP response.
- Subconsultants contracted by the FIRM shall be licensed in their respective fields.

G-38. NOT USED:

G-39. NOT USED:

G-40. NOT USED:

G-41. Rules of Conduct:

A copy of the LIBRARY's Rules of Conduct is attached to this RFP. 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-42. 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-43. 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-44. 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-45. Minimum Qualifications to Submit Bid:

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

- FIRM must be a licensed Telecommunications Firm in the State of Florida for at least the last five (5) years.
- FIRM must be licensed to do business in Orange County Florida
- The qualifying Project Manager needs to have installed at least two (2) other similar systems in the last 3 years for the FIRM.
- FIRM must be experienced in providing VoIP Design and Installation/Implementation services for at least three (3) " Similar Projects " or larger than the LIBRARY's project 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 as:

A project that includes professional design and implementation services for Voice over IP systems that have been successfully or substantially completed within the past five (5) years to an existing, and occupied, governmental, commercial or institutional (not residential) facility with multiple locations with at least 400 extensions and meets the Scope of Work included in this RFP.

- FIRM must identify and appointment an experienced and capable Project Manager and Quality Assurance Supervisor assigned to work with the LIBRARY.
- FIRM must have no conflicts of interest as described in this RFP.

G-46. PROPOSAL SUBMITTAL INSTRUCTIONS:

FIRMs desiring to submit a response to this RFP for this Project, as described herein, shall submit responses per the instructions noted in the “ **INSTRUCTIONS TO FIRMs** “ in Section 8 above:

Proposals shall be submitted no later than 3:00 P.M. local time, on Thursday, November 7, 2024.

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

The response to this RFP 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 RFP 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. Previous Experience: Provide current/past performance within the last five (5) years of the FIRM in successfully completing "Similar Projects". Indicate the specific services provided by the FIRM and proposed subconsultants; this should include identification of all "in-house" services provided by direct employees of the proposing FIRM and those of subconsultants.

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

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

3. Qualifications of Sub-Consultants: 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 (3) references, including contact names, e-mail addresses and phone numbers, for "Similar 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.

E. Scope of Services: Each response must address, at a minimum, a description of the FIRM's approach to the design, engineering and implementation concepts for the Scope of Services as stipulated above, a milestone schedule for all phases of the project, a proposed network diagram indicating how the proposed system will connect to the LIBRARY's network at the Orlando Public Library location, any additional supporting documentation to show understanding of the intent of the design and scope of services, and any comments or recommendations regarding the contents of the scope of services. The FIRM must fully demonstrate they have the resources and schedule capacity to ensure a successful implementation by the targeted " Go Live Date ". Describe the FIRMS support and maintenance policy and procedure along with any warranty information. Enclose a copy of your standard maintenance or service level agreement to your response. Provide a technical roadmap for the proposed solution and how the solution fits into the FIRMS current product lifecycle. Provide a list of policies on firmware and software updates including how often the updates are applied and how the LIBRARY will be notified of pending changes.

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 (page 27)
- 2) Acknowledgement of RFP Addenda Form (page 28)
- 3) Authorized Signatories/Negotiators Form (page 29)
- 4) Drug Free Workplace Acknowledgement Form (page 30)
- 5) Conflict of Interest and Litigation Statement Form (page 31)
- 6) E-Verification Certification Form (page 32)
- 7) Relationship Disclosure Form (pages 33-35)
- 8) Vendor Certification Regarding Scrutinized Companies Lists Form (page 36)
- 9) Human Trafficking Affidavit (page 37)
- 10) Title Page (from page 22)
- 11) Table of Contents (from page 22)
- 12) Letter of Transmittal (from page 22)
- 13) Organization Description and Organizational Chart (from page 23)
- 14) Previous Experience (from page 23)
- 15) Qualification of Sub Contractor (from page 23)
- 16) MWBE Certificates as Applicable (from page 23)
- 17) State and County Licenses (from page 19)
- 18) References (from pages 22 & 23)
- 19) Key Personnel Bio / Resume, including but not limited to: (from pages 15 & 23)
 - i. Project Manager
 - ii. Quality Assurance Supervisor
- 20) List of legal actions against FIRM (from page 24)
- 21) Scope Of Service Description Response (from page 24)

- 22) Additional Information (from page 24)
- 23) Copy of FIRM's standard maintenance or service level agreement (from page 24)
- 24) Checklist RFP OCLS-VoIP-24-001
- 25) Bid/Pricing Sheet (page 38) (**in a sealed envelope**)

[End of Submittal Requirements]

G-47. SELECTION of FIRM:

FIRM responses shall be evaluated by a committee of at least three (3) LIBRARY employees for discussions and/or presentations, ranking, and subsequent contract with the qualified responsive and responsible FIRM. The LIBRARY desires to select three (3) or more FIRMS deemed as best suited and qualified to provide Oral Presentations. FIRMS selected for Oral Presentations shall be ranked based on scoring criteria. The FIRMS will be scored based on their overall qualifications and cost combination. Thus, the best qualified FIRM with the lowest cost will score highest.

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. (20%)
3. Proposed Approach: FIRM's proposed approach to providing the services as described in Scope of Services noted above. (20%)
4. Schedule/Timeline: FIRM's commitment to meeting the documented schedule in order to meet the goals of the LIBRARY. (10%)
5. Overall Cost: The one-time cost of implementation and the continuing cost of maintenance, software updates, etc. (20%) (**Bid sheet submitted in sealed envelope and only considered after Oral Presentations**)

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 RFP.

Part 2. Responses received that have met the submittal requirements will be evaluated and ranked in accordance with the RFP evaluation criteria one (1) thru four (4) listed above. Criteria five (5) Overall Cost will only be considered after the Oral Presentations. 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 December 18, 2024 and answer questions. After the presentations, the selection committee will re-score each of the

short-listed FIRMs using all five (5) of the evaluation criteria listed above. The final scores will in turn determine the final rankings. If the costs exceeds the Procurement Committee's authorized level, then the rankings will go to the LIBRARY Board of Trustees for final approval.

The LIBRARY will initially attempt to enter into a VoIP services agreement with the top ranked FIRM. If agreement is not reached with the top ranked FIRM, negotiations will be terminated with that particular FIRM and initiated with the next ranked FIRM, and so on, until an agreement is reached.

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

All responses accepted by the LIBRARY are governed by this RFP 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 RFP.

C. SHORTLISTS, AND PROTESTS:

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

G-48. 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
RFP OCLS-VoIP-24-001**

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
RFP OCLS-VoIP-24-001**

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
RFP OCLS-VoIP-24-001**

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

Name	Title	Telephone Number/Email

The Proposer shall complete and submit the following information with the proposal:

Type of Organization

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

State of Incorporation: _____

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

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

Federal I.D. number is: _____

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

**DRUG-FREE WORKPLACE FORM
RFP OCLS-VoIP-24-001**

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 RFP OCLS-VoIP-24-001 Voice Over IP (VoIP) Services for OCLS, within the state of Florida to acknowledge the Drug-Free Workplace requirement by signing and submitting same form at time of contract execution.

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

(Proposer's Signature)

(Date)

(Proposer's Printed Name)

**CONFLICT/NON-CONFLICT OF INTEREST STATEMENT
RFP OCLS-VoIP-24-001**

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
RFP OCLS-VoIP-24-001**

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

ADDRESS OF CONSULTANT: _____

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

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

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

The undersigned will require any and all subcontractors and their workforce, who will perform work under any resulting contract from RFP OCLS-VoIP-24-001 Voice Over IP (VoIP) Services for OCLS, within the state of Florida to acknowledge the E Verification Certification requirement by signing and submitting same form at time of contract execution.

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

AUTHORIZED SIGNATURE: _____

Printed NAME: _____

TITLE: _____

DATE: _____

**RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE OCLS
IS THE PRINCIPAL OR PRIMARY PROPOSER
RFP OCLS-VoIP-24-001**

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

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

Part I

INFORMATION ON PROPOSER:

Legal Name of Proposer:

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

Business Phone: () _____ Fax: () _____

INFORMATION ON PROPOSER'S AUTHORIZED AGENT, IF APPLICABLE:

(Agent Authorization Form also required to be attached)

Name of Proposer's Authorized Agent:

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

Business Phone: () _____ Fax: () _____

**RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE OCLS
IS THE PRINCIPAL OR PRIMARY PROPOSER
RFP OCLS-VoIP-24-001**

Part II

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

___ YES ___ NO

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

___ YES ___ NO

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

___ YES ___ NO

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

(Use additional sheets of paper if necessary)

**RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE OCLS
IS THE PRINCIPAL OR PRIMARY PROPOSER
RFP OCLS-VoIP-24-001**

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
RFP OCLS-VoIP-24-001**

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 Terrorism Sectors 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: _____

RFP OCLS-VoIP-24-001

**NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes**

Proposer's Name of Business: _____

I, the undersigned, am an officer or representative of the Proposer's company and attest that the company does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalties of perjury, I declare that I have read the foregoing statement and that the facts as stated in it are true and correct.

Print Name: _____

Title: _____

Signature: _____

Date: _____

Bid Sheet
RFP OCLS-VoIP-24-001

Hardware:

Year 1	\$ _____	
Year 2	\$ _____	
Year 3	\$ _____	
Year 4	\$ _____	
Year 5	\$ _____	
Total Hardware		\$ _____

Software Licensing:

Year 1	\$ _____	
Year 2	\$ _____	
Year 3	\$ _____	
Year 4	\$ _____	
Year 5	\$ _____	
Total Software Licensing		\$ _____

Maintenance/Support:

Year 1	\$ _____	
Year 2	\$ _____	
Year 3	\$ _____	
Year 4	\$ _____	
Year 5	\$ _____	
Total Maintenance/Support		\$ _____

Installation/Configuration:

\$ _____

Documentation/Training:

\$ _____

Project Management:

\$ _____

Other (specify):

\$ _____

Total five (5) year cost

\$ _____

Less "trade in" Credit for existing phones (if applicable)

\$ _____

Net five (5) year cost

\$ _____

See description and requirements on next page

Bid Sheet
RFP OCLS-VoIP-24-001

Hardware: List, describe and record the cost of each piece of hardware that is required

Software Licensing: List, describe and record the licensing fees associated with your proposed solution.

Maintenance / Support: List, describe and record cost of providing 24/7 365 support service with a two (2) hour response time and a three (3) hour correction time frame.

Installation / Configuration: List, describe and record cost of providing installation and configuration services to ensure a successful implementation of this project.

Documentation / Training: List, describe and record cost of providing documentation on the system as well and any and all training required to ensure the LIBRARY staff are competent to operate the system after Installation.

Project Management: List, describe and record any cost associated with project management of implementing this project (if not already included in the Installation / Configuration Costs)

Other: List, Describe and record the cost of any other item not specified above that would be associated with a successful implementation of this project.

By submitting this bid, I hereby certify that the prices and costs listed in response to RFP OCLS-VoIP-24-001 Voice Over IP (VoIP) Services for OCLS are true and accurate and are valid for 90 days after the bid opening date.

Authorized Signature: _____

Authorized Printed Name: _____

Date: _____

Appendix A
LIBRARY Location Addresses
RFP OCLS-VoIP-24-001

Orlando Public Library	101 East Central Blvd, Orlando, FL 32801
Alafaya Branch	12000 East Colonial, Orlando, FL 32826
Chickasaw Branch	870 North Chickasaw Trail, Orlando, FL 32825
Eatonville Branch	200 East Kennedy Blvd, Orlando, FL 32751
Fairview Shores Branch	902 Lee Road Suite 26, Orlando, FL 32810
Hiawassee Branch	7391 West Colonial Drive, Orlando, FL 32818
North Orange Branch	1211 East Semoran Blvd, Apopka, FL 32703
South Creek Branch	1702 Deerfield Blvd, Orlando, FL 32837
South Trail Branch	4600 South OBT, Orlando, FL 32839
Southeast Branch	5575 South Semoran Blvd, Orlando, FL 32822
Southwest Branch	7255 Della Drive, Orlando, FL 32819
Washington Park Branch	5151 Raleigh Street, Suite A, Orlando, FL 32811
West Oaks Branch	1821 East Silver Star Road, Ocoee, FL 34761
Winter Garden Branch	805 East Plant Street, Winter Garden, FL 34787
Windermere Branch	530 Main Street, Windermere, FL 34786
Horizon West Branch	4657 Hamlin Groves Trail, Winter Garden, FL 34787 (Opens Fall 2025)
Lake Nona Branch	TBD Dowden Road, Orlando FI (Opens Late Fall 2025)

Appendix B
Rules Of Conduct
RFP OCLS-VoIP-24-001

The Orange County Library System has adopted the Rules of Conduct to protect the right of individuals to access Library materials, services, and programs; to protect the right of Library staff to conduct Library business and pursue the goals of the Library's Mission without improper interference; to protect the right of customers and employees to enter and exit the Library's property without impediment, annoyance, or distraction from non-Library activities; and to protect Library materials and facilities from harm.

The Library reserves the right to inspect an individual's personal belongings to prevent the removal of Library materials or equipment. Anti-theft devices are used to protect the Library's collection.

The Rules of Conduct apply to all Library premises, including buildings, interior and exterior, and all grounds controlled and operated by the Orange County Library System. The Rules of Conduct apply to all individuals in or on the Library premises. The violation of any federal, state, or local criminal statute or ordinance will also be regarded as a violation of the Library's rules.

Any individual issued a Trespass Warning is prohibited from the use of all Orange County Library System facilities and services for the duration of the warning. Any individual returning to an Orange County Library System facility during a period of trespass for violating rules #25-34 will be issued a new five-year Trespass Warning. Any individual returning to an Orange County Library System facility during a period of trespass for violating rules #1-24 will be issued a new three-year Trespass Warning. Any individual who re-enters the location from which they have an active Trespass Warning is subject to arrest. This prohibition from entering any OCLS facility is good for the duration of the Trespass Warning.

Individuals who violate any of the following rules will be given an informative moment for the first offense, a verbal warning for the second offense and upon a third offense will be required to leave the Library premises and prohibited from future use of all Library facilities and services for one year.

1. Fail to comply with or ignore a directive of a Library staff member or security officer.
2. Engage in any conduct that disrupts or interferes with the normal operation of the Library or that disturbs Library staff or individuals. Such conduct includes, but is not limited to: inappropriate language, comments, or gestures or unreasonably loud or boisterous physical behavior, talking or noise.

3. Use personal electronic equipment, including but not limited to phones, tablets, headphones, or computers at a volume that disturbs other individuals.
4. Fail to maintain control of personal items by either leaving items unattended, allowing items to block access to Library materials or equipment, or by allowing items to interfere with a Library staff member or individual's use of the Library.
5. Bring into the Library visible bedding. Blankets for small children are acceptable.
6. Bring into the Library bags, containers or other items measuring more than 24" x 20" x 15". Musical instruments are acceptable but only to the extent they do not violate other Rules of Conduct.
7. Loiter in posted areas.
8. Smoke, use tobacco products, electronic cigarettes or similar devices on Library premises.
9. Fail to properly checkout Library materials, follow computer access procedures, or comply with established Library lending procedures.
10. Attempt to enter any area designated as a "Staff" area.
11. Improperly use Library restrooms, including but not limited to; washing or drying clothes, bathing or shaving.
12. Fail to wear shoes, tops, and bottoms at all times on Library premises. Exceptions will be made for children under the age of 3 years old in strollers, carriers, infant seats, or other carrying devices.
13. Sleep, or give the appearance of sleeping, in or on Library premises.
14. Sell merchandise or services; solicit customers or employees for money, donations, attention, votes, political support, or signatures in or on Library premises except in conjunction with a Library-sponsored activity or program.
15. Distribute or post written materials in or on Library premises.
16. Bring animals in or on the Library premises, other than those approved as service animals or for the purposes of Library approved events or programs.

17. Use, store, or park bicycles, skates, roller blades, skateboards, or scooters in or on Library premises. Bicycles must be parked in designated areas.
18. Engage in the burning of candles, incense, pyrotechnics, or any type of open flame.
19. All drinks must be in an enclosed container. Food items must be small, single serving sized. Foods that may be considered by Library staff to present possible harm to Library materials or furnishings are not permitted.
20. All food and /or snack items are prohibited around or while using Library computers.
21. Wheeled transport is not permitted unless as an assistive device for people with disabilities. Shopping carts with basket/container measuring more than 24" x 20" x 15" are not permitted.
22. Unless part of a Library program or in an area designated for children, lie down on any floor, table, or seat in the Library or sit or recline on the floor.
23. Parents or caregivers who fail to follow the Library's Unattended Children Policy, which requires that "a responsible adult or caregiver must accompany children 10 years of age or younger while they are using the Library."
24. Fail to comply with posted age restrictions in designated youth areas.

Individuals will be immediately ejected from the Library premises without warning and prohibited from the future use of all Library facilities and services for three years who, upon the premises of any OCLS Library:

25. Verbally, physically, or sexually abuse or harass any Library staff member or individual. This includes staring, leering, and voyeurism.
26. Are under the influence of, consume, possess, sell, or distribute any alcoholic beverage as defined under Chapter 561 of the Florida Statutes.
27. Are under the influence of, consume, possess, sell, or distribute any controlled substance as defined under Chapter 893 of the Florida Statutes.
28. Intentionally destroy, damage, or deface any Library or other individual's property.
29. Trespass on Library premises after regularly scheduled closing hours.

30. A. Commit or attempt to commit any activity that would constitute a violation of any federal law, state statute, or local criminal ordinance (Other than Rules #31-34).

B. Engage in conduct that poses an immediate threat to the safety of Library staff or individuals. Such conduct includes but is not limited to: threatening physical harm or unwelcome touching.

Individuals will be immediately ejected from the Library premises without warning and prohibited from the future use of all Library facilities and services for five years who, upon the premises of any OCLS Library:

31. Engage in any sexual conduct as defined under Chapter 800 of the Florida Statutes.

32. Unlawfully carry or illegally use weapons, firearms, slung shots, electric weapons or devices, remote stun guns, destructive devices, or explosives of any kind inside an OCLS Library building or on Library premises.

33. Commit assault or battery as defined under Chapter 784 of the Florida Statutes.

34. Commit theft, or attempt to remove library materials by concealment, removal of barcodes/security devices, or by any means other than authorized checkout procedures. Violations of Rules 25-34 will be immediately reported to the appropriate law enforcement agency.

Individuals whose bodily hygiene is offensive so as to constitute a significant nuisance to other persons shall be required to leave the building until such time as the condition is corrected.

Photography and Filming

Individuals or organizations seeking to use camera equipment on Library premises for photoshoots, filmmaking, recording interviews, or other activity that might impact normal operations must first gain approval from the Marketing & Public Relations Department, or in their absence location management.

Procedure for Appeals

Individuals may request a review of a trespass warning issued based on these procedures. ***An appeal must be submitted in writing only by letter, email, or web form.*** You are prohibited

from entering any Orange County Library System location. The written appeal must be received through any of the options listed below within 30 days of the trespass issue date listed.

By mail:

Orange County Library System
Customer Resolution Committee
101 E. Central Blvd.
Orlando, FL 32801

Through email:

comments@ocls.info with the subject line "Trespass Appeal"

Through the web form:

ocls.info/appeal

Please provide an email address or mailing address in your appeal at which the Library may correspond with you. The Customer Resolution Committee will review timely filed appeals and make a recommendation to the Director, who will respond in writing within 30 days of the receipt of the appeal.

Revised February 2023

**Appendix C-1
Call Center Software Add Alternate
RFP OCLS-VoIP-24-001**

C-1-A: Call Center Software Overview:

The LIBRARY currently uses Ring Central Ultimate for their Call Center (see Appendix C-2, attached separately, for system features). The LIBRARY has twelve (12) user licenses (all working remote locations), which may grow to fifteen (15) over time.

A copy of the LIBRARY's Call Center's Activity for calendar year 2023 is listed on attachment Appendix C-3 attached separately (Note: the number of contacts is a combination of all contact types ... Phone, E-Mail, Chat, etc.).

The current software works well, the reason for Add Alternate is to try and bring all telecommunication services under one (1) vendor, for economies of scale. The main focus of the RFP is for VoIP services. The LIBRARY will only consider Call Center Software solutions IF the services are provided directly from the VoIP selected vendor (ie: no third party).

In addition to the features available under Ring Central's Ultimate platform the LIBRARY would like the following features:

- Four (4) digit dialing when transferring or connecting to LIBRARY staff
 - Sync phone updates
- Enhanced reporting listing (not limited to)
 - Each type of contact
 - Phone Call
 - Chat
 - E-Mail
 - Social Media
 - Contacts per agent
 - By Hour
 - By Type
 - Duration
 - Wait time
 - Peak Time (Day / Week)
 - Overall Contacts
 - By Hour
 - By Type
 - Duration
 - Wait Time
 - Peak Time (Day / Week)

C-1-B: Call Center Software Scope Of Services:

Overview of Services. The FIRM shall provide and or perform professional Hosted Call Center Software Services to the Main Library and its current fourteen (14) (soon to be 16) branch locations and any future branch locations.

Specific Services. The LIBRARY seeks a FIRM that will be responsible for providing a technology solution to implement a fully functional, well documented, Call Center Software system that meets the needs of the LIBRARY as detailed in this RFP. The main hardware/software environment will be hosted at the FIRM's facilities with some gateway equipment at the LIBRARY's facilities as necessary.

The successful FIRM will furnish all the labor, services, materials, equipment, tools, appliances and all other things necessary for the timely and proper completion of the hosted Call Center Software System project.

The successful FIRM will, at all times, furnish sufficient skilled workers, materials and equipment to perform all work. All materials and equipment provided will be new, free from all defects, fit for the purpose for which they are intended, and merchantable.

As part of the overall project plan, the FIRM must develop a project communication plan that ensures timely and appropriate generation, collection and dissemination of project information. In addition, the FIRM must provide periodic reporting and attend status meetings. At key points throughout the project, the FIRM may be required to make presentations to various stakeholders including, but not limited to, the project team, the LIBRARY's Strategic Planning Team and/or the LIBRARY's Board of Trustees.

As part of the overall project plan, the FIRM must develop a project implementation plan identifying the most efficient and effective approach to implementation based on the FIRM's experience.

The FIRM shall be responsible to perform a comprehensive network assessment to validate the Call Center Software capabilities. The validation must be signed by the FIRM.

The FIRM shall develop test plans, including, but not limited to, system, integration, regression, parallel, load stress, performance, user acceptance and/or operational readiness, necessary to thoroughly test the functionality of the system. The plans shall provide step-by-step instructions for executing the tests, including identifying the inputs to the test, the steps in the testing process and the expected results. Throughout the implementation, the FIRM will assist the LIBRARY with testing, including support related to set-up, configuration and troubleshooting.

The FIRM will provide training to ensure a transfer of knowledge sufficient enough to prepare staff for the new system. The FIRM shall provide training plans and training documentation supporting the system's functionality, business processes and other training needs. Training will be customized by organizational role including, but not limited to, system administrators, process owners and management.

The FIRM will provide post-implementation support including the maintenance of a customer support procedure to be used to address all system problems and user questions. Support will be provided 24/7 365 with a two (2) hour response time and a three (3) hour solution time.

The FIRM will provide ongoing system maintenance and support including, but not limited to, periodic upgrades and enhancements. Said upgrades and enhancements will be performed outside of the LIBRARY's normal operating hours.

Implementation: FIRM is required to provide their detailed implementation plan which provides NO downtime during Library's operating hours. The LIBRARY's normal operating hours are:

Sunday	1:00 pm to 6:00 pm
Monday – Thursday	10:00 am to 7:00 pm
Friday & Saturday	10:00 am to 6:00 pm

NOTE: The primary focus of this RFP is the VoIP System, the Call Center Software is an Add Alternate.

C-1-C: Minimum Qualifications to Submit Bid for Call Center Software Add Alternate:

FIRMs desiring to submit a response to the Call Center Software Add Alternate portion of this RFP for the Project, as described herein, shall have the following Minimum Qualifications:

- FIRM must be a licensed Telecommunications Firm in the State of Florida for at least the last five (5) years.
- FIRM must be licensed to do business in Orange County Florida
- The qualifying Project Manager needs to have installed at least two (2) other similar systems in the last 3 years for the FIRM.
- FIRM must be experienced in providing Call Center Software Design and Installation/Implementation services for at least three (3) " Similar Call Center Projects " or larger than the LIBRARY's project 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 Call Center Projects" as described in the Scope of Work section listed above.
- FIRM must identify and appointment an experienced and capable Project Manager and Quality Assurance Supervisor assigned to work with the LIBRARY.
- FIRM must have no conflicts of interest as described in this RFP.
- "Similar Call Center Projects" for the purposes of this Request for Proposals is defined as:

A project that includes professional design and implementation services for Call Center Software systems that have been successfully or substantially completed within the past five (5) years to an existing, and occupied, governmental, commercial or institutional (not residential) facility with multiple remote locations with at least 15 agents averaging 200 contacts per day.

C-1-D: Submittal Requirements For Call Center Software Add Alternate:

When submitting for the Call Center Software Add Alternate, FIRM will provide the following information under a tab labeled “ Call Center Software Add Alternate “:

1. Previous Experience: Provide current/past performance within the last five (5) years of the FIRM in successfully completing “Similar Call Center Projects”. Indicate the specific services provided by the FIRM and proposed subconsultants; this should include identification of all “in-house” services provided by direct employees of the proposing FIRM and those of subconsultants.

The Proposer shall ensure that the basic description of the “Similar Call Center 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 Call Center Project” description shall negatively impact that project’s score.

2. 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.

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

4. 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.

5. Scope of Services: Each response must address, at a minimum, a description of how their product compares to Ring Central's Ultimate currently used by the LIBRARY, a description of the FIRM's approach to the design, engineering and implementation concepts for the Scope of Services as stipulated above, a milestone schedule for all phases of the project, a proposed network diagram indicating how the proposed system will connect to the LIBRARY's network at the Orlando Public Library location, any additional supporting documentation to show understanding of the intent of the design and scope of services, and any comments or recommendations regarding the contents of the scope of services. The FIRM must fully demonstrate they have the resources and schedule capacity to ensure a successful implementation by the targeted "Go Live Date". Describe the FIRMS support and maintenance policy and procedure along with any warranty information. Enclose a copy of your standard maintenance or service level agreement to your response. Provide a technical roadmap for the proposed solution and how the solution fits into the FIRMS current product lifecycle. Provide a list of policies on firmware and software updates including how often the updates are applied and how the LIBRARY will be notified of pending changes.

6. 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".

{ End of Call Center Software Add Alternate Submittal Requirements }

C-1-D: SELECTION of FIRM:

FIRM responses shall be evaluated by a committee of at least three (3) LIBRARY employees for discussions and/or presentations, ranking, and subsequent contract with the qualified responsive and responsible FIRM. The LIBRARY desires to select three (3) or more FIRMS deemed as best suited and qualified to provide Oral Presentations. FIRMS selected for Oral Presentations shall be ranked based on scoring criteria. The FIRMS will be scored based on their overall qualifications and cost combination. Thus, the best qualified FIRM with the lowest cost will score highest.

➤ **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. (20%)
3. Proposed Approach: FIRM's proposed approach to providing the services as described in Scope of Services noted above. (20%)
4. Schedule/Timeline: FIRM's commitment to meeting the documented schedule in order to meet the goals of the LIBRARY. (10%)
5. Overall Cost: The one-time cost of implementation and the continuing cost of maintenance, software updates, etc. (20%) **(Bid sheet submitted in sealed envelope and only considered after Oral Presentations)**

Bid Sheet
Call Center Software Add Alternate
RFP OCLS-VoIP-24-001

Hardware:

Year 1	\$ _____	
Year 2	\$ _____	
Year 3	\$ _____	
Year 4	\$ _____	
Year 5	\$ _____	
Total Hardware		\$ _____

Software Licensing:

Year 1	\$ _____	
Year 2	\$ _____	
Year 3	\$ _____	
Year 4	\$ _____	
Year 5	\$ _____	
Total Software Licensing		\$ _____

Maintenance/Support:

Year 1	\$ _____	
Year 2	\$ _____	
Year 3	\$ _____	
Year 4	\$ _____	
Year 5	\$ _____	
Total Maintenance/Support		\$ _____

Installation/Configuration:

\$ _____

Documentation/Training:

\$ _____

Project Management:

\$ _____

Other (specify):

\$ _____

Total five (5) year cost

\$ _____

Less "trade in" Credit for existing system (if applicable)

\$ _____

Net five (5) year cost

\$ _____

See description and requirements on next page

Bid Sheet
Call Center Software Add Alternate
RFP OCLS-VoIP-24-001

Hardware: List, describe and record the cost of each piece of hardware that is required

Software Licensing: List, describe and record the licensing fees associated with your proposed solution.

Maintenance / Support: List, describe and record cost of providing 24/7 365 support service with a two (2) hour response time and a three (3) hour correction time frame.

Installation / Configuration: List, describe and record cost of providing installation and configuration services to ensure a successful implementation of this project.

Documentation / Training: List, describe and record cost of providing documentation on the system as well and any and all training required to ensure the LIBRARY staff are competent to operate the system after Installation.

Project Management: List, describe and record any cost associated with project management of implementing this project (if not already included in the Installation / Configuration Costs)

Other: List, Describe and record the cost of any other item not specified above that would be associated with a successful implementation of this project.

By submitting this bid, I hereby certify that the prices and costs listed in response to RFP OCLS-VoIP-24-001 Voice Over IP (VoIP) Services for OCLS are true and accurate and are valid for 90 days after the bid opening date.

Authorized Signature: _____

Authorized Printed Name: _____

Date: _____

DRAFT CONTRACT OCLS-VOIP-24-001

THIS CONTRACT made and entered into this _____ day of _____ 20____, by and between the:

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

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

> _____
> _____
> _____
FEDERAL I. D. # > _____

hereinafter referred to as "CONSULTANT".

RECITALS

WHEREAS, the LIBRARY desires to retain Voice Over Internet Protocol (VoIP) Design, Implementation and continuing VOIP services for the OCLS Main Library and it's current 14 (soon to be 16) Branch locations ("Services"). The type and scope of Services to be performed by CONSULTANT are described in Exhibit "A", Scope of Services, which is attached to this Contract, and incorporated by reference herein.

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

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

I. CONTRACT DOCUMENTS AND SCOPE OF SERVICES

- A. **Contract Documents.** The following document are incorporated herein by reference and made part of this Agreement (collectively the "Contract Documents"):
 - 1. The LIBRARY'S RFP.
 - 2. The CONSULTANT's response to the RFP, including the proposal documents required to be submitted by CONSULTANT.

In the event of a conflict among the Contract Documents, the following priority is established: (i) this Agreement, (ii) the RFP, (iii) CONSULTANT's response to the RFP, and (v) specific written direction from the LIBRARY.

- B. **Performance of Services.** The CONSULTANT shall diligently and in a timely manner perform the Services for the LIBRARY in accordance with the Scope of Services denoted in Exhibit "A." After mutual agreement on the proposal, schedule, and fee, a purchase order will be generated ("Purchase Order") and a "Notice to Proceed" letter will

be issued by the LIBRARY, giving authorization to the CONSULTANT to proceed with performing and completing the agreed to Services.

II. PAYMENT

- A. **FEES**: The LIBRARY agrees to pay the CONSULTANT monthly for the Services in the amounts outlined in Exhibit "B."
- B. **PAYMENTS**: The LIBRARY shall pay the CONSULTANT in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

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

- C. **SUSPENSION OF PROGRESS PAYMENTS BY LIBRARY**: In the event the CONSULTANT falls behind the Project completion schedule, no further progress payments will be made until the CONSULTANT brings the Services back on schedule or a revised schedule is submitted and approved or until all Services in the Purchase Order have been completed and accepted the LIBRARY.
- D. **PAYMENT IN EVENT OF TERMINATION BY LIBRARY**: In the event this Contract is terminated or canceled prior to completion, payment shall be made in accordance with the provisions of Article VII.
- E. **CHANGES WITHIN SCOPE; ALLOWANCE OF ADDITIONAL COMPENSATION**: If instructed to do so in writing by the LIBRARY, the CONSULTANT shall change or revise Services that have been performed, and if such Services are not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation.
- F. **TRAVEL AND PER DIEM**: Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statute.

III. SCHEDULE

- A. CONSULTANT shall perform the Services in conformance with the schedule set forth in CONSULTANT's Proposal and approved by the LIBRARY. No extension for completion of Services shall be granted to CONSULTANT without the LIBRARY's prior written consent.

IV. RESPONSIBILITY OF THE CONSULTANT

- A. Neither the LIBRARY'S review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LIBRARY in accordance with applicable law for all damages suffered directly or indirectly by the LIBRARY caused by the CONSULTANT'S negligent performance of any of the Services furnished under this Contract. The rights and remedies of the LIBRARY provided for under this Contract are in addition to any other rights and remedies provided by law.
- B. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- C. The LIBRARY may require in writing that the CONSULTANT remove from any project any of the CONSULTANT'S or sub-consultant(s) personnel that the LIBRARY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Contract Amount or Contract Time based on the LIBRARY's use of this provision will be valid. CONSULTANT and their sub-consultant(s) shall indemnify and hold the LIBRARY harmless from and against any claim by CONSULTANT'S or sub-consultant(s) personnel on account of the use of this provision.
- D. The LIBRARY will provide the CONSULTANT and their sub-consultant(s) a copy of the LIBRARY's Rules of Conduct, which will apply to the CONSULTANT and their sub-consultant(s) personnel while on the LIBRARY's own or leased property.
- E. CONSULTANT shall coordinate its Services with the services performed by the LIBRARY's other consultants engaged by Library for the various projects.

V. LIBRARY'S RIGHTS AND RESPONSIBILITIES

The LIBRARY shall:

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

VI. LIBRARY'S 'DESIGNATED' REPRESENTATIVE

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

Head, or designated representative, shall have the following responsibilities:

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

VII. TERMINATION OF CONTRACT

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

- B. **TERMINATION FOR DEFAULT:**

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

- 1. provide Services that comply with the specifications herein or fails to meet the LIBRARY's performance standards
- 2. perform the Services within the time specified in the schedule or any extension
- 3. make progress so as to endanger performance of this Contract
- 4. perform any of the other provisions of this Contract.

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

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

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

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

B. TERMINATION FOR CONVENIENCE:

The LIBRARY, by written notice, may terminate this Contract, in whole or in part, when it is in the LIBRARY'S interest for convenience. If this Contract is terminated for convenience, the LIBRARY shall be liable for payment for Services properly completed and accepted. The LIBRARY'S Notice of Termination for convenience shall provide the CONSULTANT seven (7) days prior notice before it becomes effective.

C. PAYMENT IN EVENT OF TERMINATION:

If this Contract is terminated before performance is completed, the CONSULTANT'S sole and exclusive remedy is payment for Services performed, and CONSULTANT shall be only paid for the Services satisfactorily performed in the LIBRARY'S sole discretion.

VIII. TERMINATION NOTICE

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

IX. INDEMNITY/INSURANCE AND SAFETY REQUIREMENTS

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

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

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better. (Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

➤ **Required Liability Coverage:**

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

➤ **Required Liability Endorsements:**

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

➤ **Required Automotive Coverage:**

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

➤ **Required Automotive Endorsements:**

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

➤ **Required Workers' Compensation Coverage:**

- Workers' Compensation - The CONSULTANT shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a

case-by-case basis. Any CONSULTANT using an employee leasing company shall complete the Leased Employee Affidavit.

➤ **Required Workers' Compensation Endorsements:**

Waiver of Subrogation- WC 00 03 13 or its equivalent

➤ **Required Professional Liability Coverage:**

Professional Liability- with a limit of not less than \$1,000,000 per occurrence/claim

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

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

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

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

The certificate holder shall read:

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

INDEMNIFICATION - CONSULTANTS:

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

SAFETY AND PROTECTION OF PROPERTY (for Services provided on the premises of LIBRARY)

The CONSULTANT shall at all times:

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

X.

TRUTH IN NEGOTIATION AND MAINTENANCE AND EXAMINATION OF RECORDS

- A. The CONSULTANT hereby represents, covenants and warrants that wage rates and other factual unit costs supporting the compensation provided for in this Contract are accurate, complete and current as of the date of contracting. It is further agreed that the Contract price shall be adjusted to exclude any amounts where the LIBRARY determines the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

- B. The CONSULTANT shall keep adequate records and supporting documents applicable to this Contract. Said records and documentation shall be retained by the CONSULTANT for a minimum of five (5) years from the date of final payment on this contract. If any litigation, claim or audit is commenced prior to the expiration of the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.
- C. If applicable, time records and cost data shall be maintained in accordance with generally accepted accounting principles.

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

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

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

- 1) CONSULTANT compliance with contract requirements; or
- 2) Compliance with provisions for pricing change orders; or
- 3) Compliance with provisions for pricing invoices; or
- 4) Compliance with provisions regarding pricing of claims submitted by the CONSULTANT or his payees; or
- 5) Compliance with the LIBRARY's business ethics; or
- 6) Compliance with applicable state statutes and LIBRARY regulations.

- E. Records and documents subject to audit shall also include those records and documents necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Contract. In those situations where CONSULTANT's records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), CONSULTANT agrees to provide the LIBRARY's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats.

- F. The LIBRARY and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the LIBRARY deems necessary throughout the term of this contract and for a period of five (5) years after final payment. Such activity shall be conducted during normal business working hours. The LIBRARY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying.
- G. The LIBRARY, during the period of time defined by the preceding paragraph, shall have the right to obtain a copy of and otherwise inspect any audit made at the direction of the CONSULTANT as concerns the aforesaid records and documentation.
- H. Records and documentation shall be made accessible at the CONSULTANT's local place of business. If the records are unavailable locally, it shall be the CONSULTANT's responsibility to ensure that all required records are provided at the CONSULTANT's expense including payment of travel and maintenance costs incurred by the LIBRARY's authorized representatives or designees in accessing records maintained out of the LIBRARY. The direct costs of copying records, excluding any overhead cost, shall be at the LIBRARY's expense.

XI. OWNERSHIP OF DOCUMENTS

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

XII. WORK COMMENCEMENT/PROGRESS/DELAYS

- A. **COMMENCEMENT AND TERM:** The Services to be rendered by the CONSULTANT shall be commenced subsequent to the execution of this Contract and upon written notice to proceed from the LIBRARY or designee for a specific project. Services shall be completed within the schedule.
- B. **CONFERENCES:** The LIBRARY will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of the LIBRARY, or of other agencies interested in the Project on behalf of the LIBRARY. Either party to the Contract may request and be granted a conference.
- C. **DELAYS NOT FAULT OF CONSULTANT; DISCRETIONARY EXTENSIONS OF COMPLETION TIME BY LIBRARY:** In the event there are delays on the part of the LIBRARY as to the approval of any of the drawings submitted by the CONSULTANT, or if there are delays occasioned by circumstance beyond the control of the CONSULTANT which delay the Project Schedule completion date, the LIBRARY may grant to the CONSULTANT, by "Letter of Approval of Project Schedule" an extension of the Contract time or revision to the Project Schedule, equal to the aforementioned delays, provided there are no changes in compensation or scope of Services. It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient Contract time remains within

which to complete Services on the Project. In the event there have been delays which would affect the Project completion date, the CONSULTANT shall submit a written request to the LIBRARY which identifies the reason(s) for the delay and the amount of time related to each reason.

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

XIII. STANDARDS OF CONDUCT

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

XIV. ASSIGNABILITY; EMPLOYMENT OF SPECIALISTS

- A. The CONSULTANT shall maintain an adequate and competent professional staff and may associate with such staff, professional specialists for the purpose of ensuring and enlarging its Services hereunder, without additional cost to the LIBRARY. Should the CONSULTANT desire to utilize such specialists, the CONSULTANT is fully responsible for satisfactory completion of all work within the scope of this Contract.
- B. The CONSULTANT shall be responsible for the integration of all specialists or outside professional work into the documents and for all payments to such specialists or subconsultants from the fee heretofore stated. Services rendered by the CONSULTANT in connection with coordination of the Services of the aforementioned personnel shall be

considered within the scope of the basic Contract and no additional fee will be due the CONSULTANT for such Services.

- C. The CONSULTANT shall not assign any interest in this Contract and shall not transfer any interest in the same without prior written approval of the LIBRARY, provided that claims for the money due or to become due the CONSULTANT from the LIBRARY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the LIBRARY.

XV. INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY

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

XVI. EQUAL OPPORTUNITY

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

- A. The CONSULTANT shall adopt and maintain or provide evidence to the LIBRARY that CONSULTANT has adopted and maintains, a policy of nondiscrimination throughout the term of this Agreement.
- B. The CONSULTANT agrees that, on written request, the CONSULTANT shall permit reasonable access to all business records or employment, employment advertisement, applications forms, and other pertinent data and records, by the LIBRARY, for the purpose of investigating to ascertain compliance with the non-discrimination provisions of this contract; provided, that the Contractor shall not be required to produce for

inspection records covering periods of time more than one year prior to the date of this Agreement.

- C. The CONSULTANT agrees that, if any obligations of this contract are to be performed by sub-contractor(s), the provisions of subparagraphs 1 and 2 of this Section shall be incorporated into and become a part of the sub-contract.

XVII. CONTROLLING LAWS

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

XVIII. CONTRACT CLAIMS

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

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

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

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

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

XIX. AVAILABILITY OF FUNDS

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

XX. PROHIBITION AGAINST CONTINGENT FEES

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

XXI. TOBACCO FREE CAMPUS

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

XXII. VERIFICATION OF EMPLOYMENT STATUS

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

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

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

XXIII. RESERVED

XXIV.

DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

By executing this Contract, the CONSULTANT affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its sub-contractors are

presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

XXV.

FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS:

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

XXVI. SEVERABILITY

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

XXVII.

PUBLIC RECORDS COMPLIANCE

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

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

- A CONSULTANT who fails to provide the public records to LIBRARY within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.
- **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT LOVEVIA WILLIAMS, THE LIBRARY'S CUSTODIAN OF PUBLIC RECORDS AT:**

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

XXVIII. SCRUTINIZED COMPANIES LIST

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

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

[signatures on the following page]

CONSULTANT

Orange County Library Systems

Signature

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

Name Typed or Printed

Title

LIBRARY Sign Date

Consultant Signed Date

Contract # OCLS-VoIP-24-001
Exhibit "A"
Scope of Services

A-1: SCOPE OF SERVICES:

Overview of Services. The FIRM shall provide and or perform professional Hosted Voice over IP Services to the Main Library and its current fourteen (14) (soon to be 16) branch locations and any future branch locations.

Specific Services. The LIBRARY seeks a FIRM that will be responsible for providing a technology solution to implement a fully functional, well documented, telecommunications system utilizing VoIP that meets the needs of the LIBRARY as detailed in this RFP. The main hardware/software environment will be hosted at the FIRM's facilities with some gateway equipment at the LIBRARY's facilities as necessary.

The successful FIRM will furnish all the labor, services, materials, equipment, tools, appliances and all other things necessary for the timely and proper completion of the hosted VoIP Telecommunications System project.

The successful FIRM will, at all times, furnish sufficient skilled workers, materials and equipment to perform all work. All materials and equipment provided will be new, free from all defects, fit for the purpose for which they are intended, and merchantable.

As part of the overall project plan, the FIRM must develop a project communication plan that ensures timely and appropriate generation, collection and dissemination of project information. In addition, the FIRM must provide periodic reporting and attend status meetings. At key points throughout the project, the FIRM may be required to make presentations to various stakeholders including, but not limited to, the project team, the LIBRARY's Strategic Planning Team and/or the LIBRARY's Board of Trustees.

As part of the overall project plan, the FIRM must develop a project implementation plan identifying the most efficient and effective approach to implementation based on the FIRM's experience.

The FIRM shall be responsible to perform a comprehensive network assessment to validate VoIP capabilities. The validation must be signed by the FIRM.

The FIRM shall develop test plans, including, but not limited to, system, integration, regression, parallel, load stress, performance, user acceptance and/or operational readiness, necessary to thoroughly test the functionality of the system. The plans shall provide step-by-step instructions for executing the tests, including identifying the inputs to the test, the steps in the testing process and the expected results. Throughout the implementation, the FIRM will assist the LIBRARY with testing, including support related to set-up, configuration and troubleshooting.

The FIRM will provide training to ensure a transfer of knowledge sufficient enough to prepare staff for the new system. The FIRM shall provide training plans and training documentation supporting the system's functionality, business processes and other training needs. Training will

Contract # OCLS-VoIP-24-001
Exhibit “A”
Scope of Services

be customized by organizational role including, but not limited to, system administrators, process owners and management.

The FIRM will provide post-implementation support including the maintenance of a customer support procedure to be used to address all system problems and user questions. Support will be provided 24/7 365 with a two (2) hour response time and a three (3) hour solution time.

The FIRM will provide ongoing system maintenance and support including, but not limited to, periodic upgrades and enhancements. Said upgrades and enhancements will be performed outside of the LIBRARY’s normal operating hours.

Implementation: FIRM is required to provide their detailed implementation plan which provides NO downtime during Library’s operating hours. The LIBRARY’s normal operating hours are:

Sunday	1:00 pm to 6:00 pm
Monday – Thursday	10:00 am to 7:00 pm
Friday & Saturday	10:00 am to 6:00 pm

A-2: System Requirements and System Specifications:

The FIRM will design and implement a hosted VoIP system that has the following features at a minimum:

- Cloud-based (aka hosted) VoIP – compatible with existing Polycom VVX250, VVX300, VVX500, SoundStation7000 phone models as well as YeaLink W60B / W56H / CP960 phone models and Algo 8188 / 8310 Paging Controllers and Speakers
- Web admin or similar interface for self-administering phone system configurations
- Accommodate 450-500 extensions which includes phones, fax machines, groups, and other devices distributed among the current 15 locations and soon to be 17 locations
- Approximately 350 physical phones, basic and advanced models.
- Able to operate with our existing Cisco Catalyst 3850 PoE switches and Fortinet FortiSwitch 448-E POE switches
- Port our existing ~350 external numbers to new VoIP system
- Voicemail capabilities for at least 400 users
- Ability to connect approximately 40 analog fax lines to the VoIP phone system
- Detailed reporting for extensions, groups, phone system performance, etc.
- Access to reporting for other users aside from phone system administrators
- e911 features to direct emergency personnel to the correct location
- Unlimited number of auto-attendants and dial plans
- Support for Plantronics Savi DECT Wireless Headsets
- E-Faxing support
- Ability to add or develop features when necessary

Contract # OCLS-VoIP-24-001
Exhibit “A”
Scope of Services

- Local and long distance included
- Ability to turn off or turn on ringing for ring groups/pickup groups leaving only a flashing assigned button as an indicator
- Ability to have phones be part of a group and have their own unique extension
- Multiple location support - 15 metro area locations with 1 of the 15 being the central connection to the other locations (and ability to add future locations)
- Voicemail to e-mail option
- Roll over to mobile devices option
- Ability to create an internal speed dial listing
- Conference call capability
- Caller-ID, internal and external
- External phone number mask
- Hold calls
- Toggle between calls
- Hold call waiting
- Hold call music
- Park calls on the network
- Direct Inward Dialing
- Ability to disable Direct Inward dialing
- Ability to have an extension on a phone without an associated DID
- Personalized rings
- Call transfer
- Do not disturb feature
- Call Pickup
- Call history
- Programmable line keys
- Hunt groups
- Toll restriction
- Abbreviated dial
- Call forward
- Call hold and retrieve
- Hands-free full duplex speakerphone
- Access to live support
- Paging system integration
- Softphone capability

Phone Connectivity – All telephone sets will use existing CAT6 LAN wiring. (List all exceptions to this configuration)

Uniform Dialing Plan - System(s) must be capable of accommodating a dialing plan for all locations with extension numbers for each office. The numbering plan should have the flexibility to accommodate four (4) digit dialing. All locations should be able to reach any location by simply dialing the appropriate four (4) digit extension number.

Contract # OCLS-VoIP-24-001
Exhibit “A”
Scope of Services

Centralized Voice Mail - System must be able to provide voice mail service to all locations. Voice mail must have capability to provide independent auto attendant for any or all locations.

Voice Message Lights - System must have the ability to light the message waiting lights.

Call Forwarding - Every station must have the capability to forward calls to voice mail, a station within their physical building, a distant station located on the network, or off premise to a public Telco number such as a home or cellular phone etc. Forwarding should have the ability to be activated, canceled, or have the location changed remotely.

System Administration - Solution should allow system administration personnel to change all system programming for any location from the host location and from any internet connection outside the network including E911 information. System should allow system administrator to pull system reports and information from systems across the network to main location.

System must also provide alerts to the selected administrators via email as well as outcalls to 10 digit phone numbers. System failures, error build ups, connectivity loss such as T1 outages etc. should be included. System must also notify selected individuals when 911 calls are placed and must identify the caller's extension.

Call Accounting - System must provide reports on all individual sets within the network.

Incoming, outgoing, numbers dialed, long distance costs, internal calls are among the items that must be recorded. Reports should be able to categorize by individual, department, and location and should be able to automatically run at designated times and be delivered via email to selected individuals for further analysis.

1. System must store records dating back a minimum of 6 months prior to any present run date.
2. Must be able to identify and track any individual call through its progress from inception to termination.
3. Must be able to be set to alert for fraudulent parameters such as a high volume or lengthy calls to foreign countries etc. Alert must be via email as well as pager/cell phone to designated and preset staff members.
4. Offer or will create all initial reports and tables in conjunction with customer input.

E911 – Please describe E911 capabilities and how your system handles this. System administration personnel must be able to configure E911 details per phone.

**Contract OCLS-VoIP-24-001
Exhibit "B"**

Hardware:

Year 1	\$ _____	
Year 2	\$ _____	
Year 3	\$ _____	
Year 4	\$ _____	
Year 5	\$ _____	
Total Hardware		\$ _____

Software Licensing:

Year 1	\$ _____	
Year 2	\$ _____	
Year 3	\$ _____	
Year 4	\$ _____	
Year 5	\$ _____	
Total Software Licensing		\$ _____

Maintenance/Support:

Year 1	\$ _____	
Year 2	\$ _____	
Year 3	\$ _____	
Year 4	\$ _____	
Year 5	\$ _____	
Total Maintenance/Support		\$ _____

Installation/Configuration:

\$ _____

Documentation/Training:

\$ _____

Project Management:

\$ _____

Other (specify):

\$ _____

Total five (5) year cost

\$ _____

Less "trade in" Credit for existing phones (if applicable)

\$ _____

Net five (5) year cost

\$ _____