



# **ORANGE COUNTY LIBRARY SYSTEM**

**REQUEST FOR PROPOSALS**

**CONSULTING FOR ELEVATOR MODERNIZATION**

**OCLS RFP 25-005**

**RFP Issue Date: 11/03/2025**

**Proposals Due Date: 12/12/2025**

1. **PROJECT DESCRIPTION:** The purpose of this Request for Proposals (RFP) by the Orange County Library District, an independent special taxing district created by the Florida Legislature and a political subdivision of the State of Florida, d/b/a the Orange County Library System (Library), is to solicit sealed written proposals from qualified Florida-licensed Elevator Consultants (Consultants) to provide consulting for elevator modernization services for the six elevators at the Orlando Public Library located at 101 E. Central Blvd., Orlando, FL 32801.
2. **SCOPE OF SERVICES:** The selected Consultant shall perform the following Services:

**A. Assessment and Procurement**

- i. Conduct a detailed inspection and evaluation of all six elevators to determine current condition, safety, performance, and code compliance.
- ii. Prepare a modernization plan outlining the specific scope of work, recommended upgrades, and code-required improvements for each elevator.
- iii. Develop a modernization schedule and phasing plan to minimize disruption to Library operations.
- iv. Provide cost estimates for the proposed modernization work and obtain Library approval prior to implementation.
- v. Develop detailed specifications and performance standards for ongoing elevator maintenance services following completion of the modernization.
- vi. Provide a modernization contract for the work, which will include the Library's terms and conditions in Section 9 of this RFP.
- vii. Assist the Library with preparing and issuing solicitation documents for elevator modernization and maintenance.

**B. Project Management and Coordination**

- i. Coordinate all work activities with the Facilities & Operations Manager to ensure safety and minimize impact on Library operations and public access.
- ii. Provide regular progress reports, schedules, and updates to the Facilities & Operations Manager throughout the modernization process.
- iii. Manage any subcontractors and ensure all work is performed in accordance with contract requirements and quality standards.

3. **PRELIMINARY SCHEDULE:** These dates and times are subject to change by the Library:

Task	Date	Time
Announcement of RFP	11/03/2025	11:00 a.m.
Question Submission Deadline	11/14/2025	5:00 p.m.
Responses to Questions Posted	11/19/2025	5:00 p.m.
RFPS Due	12/12/2025	5:00 p.m.
RFPS Evaluated	12/15/2025 – 12/19/2025	TBD
Public Workshop to discuss Proposals	12/22/2025	1:00 p.m.
Public Meeting to Rank Consultants	12/23/2025	1:00 p.m.
Inform Consultants of Ranking	12/23/2025	5:00 p.m.
Board Approval of Ranking and Project Budget	01/08/2026	6:00 p.m.
Tentative Date to Award Contract	01/09/2026	TBD
Contract Start Date	TBD	TBD

4. **QUESTIONS AND RFP PROJECT MANAGER:** To ensure your proposal is responsive, you are encouraged to seek clarification or guidance on any issues related to this solicitation before submitting your response. All questions regarding this RFP should be made in writing via email to the RFP Project Manager listed below.

**Name:** Kristopher Shoemaker

**Email:** [oclsbids@ocls.org](mailto:oclsbids@ocls.org)

Questions will only be accepted via email. Please send all questions to [oclsbids@ocls.org](mailto:oclsbids@ocls.org) with the subject **OCLS RFP CONSULTING FOR ELEVATOR MODERNIZATION 25-005**.

**All questions must be received by 5:00 p.m. EST on 11/14/2025.**

**Responses will be posted by 5:00 p.m. EST on 11/19/2025 at:** <https://ocls.org/board-trustees/advertised-solicitations/>

5. **CONE OF SILENCE:** Consultants shall not contact, communicate with, or discuss any matter relating in any way to this RFP with any staff member of the Library or any member of the Board of Trustees until such time as a contract is awarded. The only exception is for questions submitted as outlined above.

6. **DELIVERY OF THE PROPOSAL: PROPOSALS MUST BE RECEIVED BY 5:00 P.M. EST ON 12/12/2025.**

- **CONSULTANTS MUST SUBMIT ONE PAPER COPY AND ONE ELECTRONIC COPY ON A USB DEVICE.**
- Envelopes must be marked with:
  1. Consultant's NAME AND ADDRESS
  2. **OCLS RFP CONSULTING FOR ELEVATOR MODERNIZATION 25-005.**
- **Proposals shall be submitted no later than 5:00 P.M. on 12/12/2025 to:**

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

- Consultants are responsible for the timely delivery of their proposal. The Library will not accept emailed or faxed proposals. **The date for receipt of Proposals will be strictly observed.** The Library shall not be responsible for late deliveries or mail delays. Consultants accept all risks of late delivery of proposals regardless of fault. Proposals received after the specified time and date shall be considered non-responsive and will not be opened or considered.
- The date stamp and clock in the Library's 5<sup>th</sup> Floor Human Resources Reception Desk shall serve as the official authority to determine the timeliness of the Proposal. Consultants accept all risks of late delivery of mailed and hand-delivered responses regardless of fault.
- The decision to refuse to consider a proposal received after the established deadline in the solicitation, or to reject a proposal for failure to comply with the requirements of this RFP, shall not be grounds for a protest.
- If a Proposal contains any trade secret or information deemed confidential, in accordance with Chapter 119 of the Florida Statutes, provide an additional redacted version of your proposal labeled REDACTED and referencing the specific statutory citation(s) for such exemption(s). Electronic copy shall be in Microsoft Word or PDF – the most recent software version. Such information is not solicited, nor desired, as information to be submitted in Proposals. In no event will the Library be liable in any manner whatsoever to the Consultant if the Consultant submits information which the Consultant believes is confidential or exempt from the Public Records Act and which the Library, in its sole discretion, deems not to be confidential or exempt. Submitted proposals that are marked "confidential" (or other similar language) in their entirety or those in which a significant portion of the submitted proposal is marked "confidential" may be deemed non-responsive by the Library.

- The Library is not obligated to agree with the Consultant's claim of an exemption, and by submitting a proposal, the Consultant agrees to be responsible for defending its claim that each and every portion of the separately marked information is exempt from inspection and copying under the Public Records Act. The Consultant agrees that it shall protect, defend, and indemnify the Library for any and all claims (including those claims brought by the Library), damages, losses, and expenses, including attorney's fees and costs, arising from or relating to the Consultant's claim that the separately marked portions of its proposal are not subject to disclosure. If the Consultant fails to separately mark portions of its proposal or marks its proposal "confidential" (or other similar language) in its entirety, the Library is authorized to produce the entire proposal submitted by the Consultant in responding to a public records request.
- 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 proposals and accompanying documentation will become the property of the Library and will not be returned. A proposal may be withdrawn for consideration; however, it will not be returned and remains a public record.
- Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn prior to the date and time proposals are due will constitute an irrevocable offer, for a period of ninety (90) days, to provide the Library with the services as specified in the proposal.

7. **SUBMITTAL INSTRUCTIONS:** Proposals must be submitted on 8-1/2" X 11" paper, 12-point font, pages numbered, with headings, sections, and sub-sections that directly correlate/address specifically ALL required submittal information in their respective order identified below. **CONSULTANTS MUST SUBMIT ONE PAPER COPY AND ONE ELECTRONIC COPY ON A USB DEVICE.** Electronic copy shall be in Microsoft Word or Adobe – the most recent software version. Consultants shall submit the following information with the Proposal:

a. **Cover Letter** – A signed cover letter on company letterhead summarizing the Consultant's interest in the Project, understanding of the scope of services, and commitment to comply with all applicable procurement and contracting requirements. Include the name, title, phone number, and email address of the primary contact person authorized to negotiate and bind the Consultant.

b. **Company Profile and Qualifications** –

- A brief history of the Consultant's company, including years in business, office locations, ownership structure, and relevant licenses or certifications.
- Description of the Consultant's expertise in elevator modernization and project management, particularly for public or institutional facilities.
- Summary of the Consultant's experience with procurement assistance and vendor selection for similar public-sector projects.
- A summary of prior work and projects performed for the Library, if any.

- Provide confirmation that the company complies with the Florida Division of Corporations registration and permit requirements to do business in Florida.
  - Provide a photocopy of the applicable city or county business tax receipt.
  - Provide a photocopy of registration as a Registered Elevator Company with the State of Florida.
- c. **Project Team and Key Personnel** -- Identify the proposed Project manager and key team members who will be assigned to the Project. Provide resumes that describe qualifications, professional experience, and relevant Project roles. Identify any proposed subconsultants and their specific responsibilities. Photocopies of the current Elevator Certificate of Competency and Certified Elevator Technician licenses.
- d. **Project Understanding and Approach** -- A concise statement demonstrating the Consultant's understanding of the Library's needs and Project objectives. Description of the Consultant's approach and methodology for performing the required services, including the assessment, solicitation assistance, and vendor selection process. Discussion of how the Consultant will ensure minimal disruption to Library operations during assessment and modernization activities.
- e. **Work Plan and Schedule** -- A proposed work plan identifying key tasks, deliverables, and milestones. A preliminary Project schedule showing the anticipated duration for each major phase of the engagement.
- f. **Relevant Project Experience** -- Descriptions of at least three similar projects completed within the past seven years involving elevator modernization or related consulting services for public, institutional, or multi-facility clients. Each example should include:
- Client name and location.
  - Project description and scope.
  - Year completed.
  - Consultant's specific role and services provided.
  - Contact information for a reference to be contacted by the Library.
- g. **Fee Proposal** -- A detailed schedule of Costs for the Consultant's work associated with the Project. The Library relies on the Consultant to ensure that all charges to complete the scope of work are submitted in the proposal and that there are no hidden costs or charges that will be incurred by the Library. Include hourly rates for each key staff member and estimated total cost by task or phase.
8. **SELECTION PROCESS:** Proposals will be evaluated in accordance with the criteria and procedures established by the Library. The selection process is designed to ensure a fair, transparent, and competitive evaluation of all qualified proposals.
- a. **Initial Review.** All Proposals received by the submission deadline will be reviewed for responsiveness and compliance with the requirements of this RFP. Proposals

determined to be non-responsive or incomplete may be rejected without further evaluation.

- b. **Evaluation Committee.** An evaluation committee designated by the Library will review and score all responsive proposals in accordance with the evaluation criteria below. The committee may request additional information, conduct interviews or presentations, or seek clarification from Consultants as needed.
  - c. **Evaluation Criteria.** Responsive proposals will be evaluated based on, but not limited to, the following criteria:
    - **Content Requirements** (40 points)
    - **Price** (20 points)
    - **Prior experience**, including any experience working with the Library (20 points)
    - **References** (20 points)
  - d. **Recommendation and Award.** Following evaluation, the committee will recommend the Consultant to the Library Board of Trustees whose submission is determined to be the most advantageous to the Library, considering qualifications, technical merit, service capability, and price. The Library reserves the right to negotiate final terms and to award the contract in the best interest of the Library.
  - e. **Agreement.** The selected Consultant shall be required to execute an Agreement. All responses accepted by the Library are governed by this RFP, and additional Terms and Conditions submitted by any Consultant will be rejected and shall have no force and effect.
  - f. **Protests.** Failure to file a protest to the Library's Chief Financial Officer by 5:00 PM EST on the third full business day after the award announcement shall constitute a waiver of protest proceedings.
9. **THE CONTRACT:** The selected Consultant will be required to enter into a written contract with the Library that will be governed by Florida law and will contain all legal requirements applicable to the Library. This includes, but is not limited to:
- a. The Consultant providing insurance naming the Library as an additional insured;
  - b. That the Consultant indemnify and hold the Library harmless for actions and inactions by the Consultant and persons employed or utilized by the Consultant under the contract;
  - c. That the Library will not be liable to Consultant for indirect, direct, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity, regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise;
  - d. The Library cannot indemnify, hold harmless or limit the liability of the Consultant;
  - e. That the Consultant comply with applicable public records laws under Chapter 119 of the Florida Statutes;

- f. That the length of the contract with the selected Consultant will be for a TBD-year period. The contract may be renewed for TBD years. The renewal period will be at the sole discretion of the Library and may be subject to the negotiation of new terms and conditions.
- g. A statement acknowledging that the Consultant personnel performing the work under the pending contract must possess a current, valid Elevator Certificate of Competency and Certified Elevator Technician license issued by the State of Florida, Department of Business and Professional Regulation, Bureau of Elevator Safety, under the provisions of Chapter 399, Florida Statutes. Consultant shall not assign any personnel who have had their competency card suspended or revoked. Any personnel not in possession of a competency card and license must be under the direct, onsite, and continuous supervision of personnel in possession of a competency card and license;
- h. That delays in deadlines, determined by the Library to be thirty days after the agreed-upon deadlines as set forth in the contract to be awarded by the Library, shall be cause for liquidated damages of \$150 per calendar day. Consultant will be responsible for all delays, whether caused by Consultant or caused by a third party; and
- i. That the Library operates with taxpayer funding, and therefore, the Library may terminate the agreement with Consultant at any time and for any reason.
- j. The Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive venue of the Circuit Court for the Ninth Judicial Circuit, in Orange County, Florida.

If there are provisions listed above to which a Consultant's company cannot agree, the Consultant should not submit a Proposal. This RFP and the Proposal from the selected Consultant will be included and incorporated in the final contract. The order of contract precedence will be the contract, this RFP and the Proposal.

10. **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 Consultant. Consultants 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 Consultant be authorized to use the Library's Tax Exemption Number in securing such materials.

11. **ACCEPTANCE/REJECTION/CANCELLATIONS:** The Library reserves the right to:

- a. Accept or reject any or all Proposals and to make the award to that Consultant who, in the opinion of the Library, will be in the best interest of and/or the most advantageous to the Library.
- b. Reject the Proposal of any Consultant 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.
- c. Waive any irregularities and technicalities and may, in its discretion, reissue the RFP.
- d. Request clarification of information submitted and request additional information from



one or more Proposers after the deadline for receipt of Proposals.

- e. To cancel an award at any time prior to approval of the award by the Library's Board of Trustees.

12. **CONSULTANT'S COST TO DEVELOP THE PROPOSAL:** Costs for developing responses responsive to this RFP are entirely the obligations of the Consultant and shall not be chargeable in any manner to the Library.
13. **PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS:** The Consultant 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.
14. **CONFLICTS OF INTEREST:** The award is subject to provisions of applicable Florida law and Library Procedures. All Consultants must disclose with their Proposal the name of any officer, director, or agent of the Consultant who is also an employee of the Library. Further, all Proposers must disclose the name of any Library employee who owns, directly or indirectly, an interest of ten percent or more in the Consultant or any of its entities.
15. **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.
16. **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.
17. **DRUG FREE WORKPLACE:** By submission of a Proposal in response to this solicitation, the Consultant acknowledges that the Library's Drug Free Workplace requirement applies to the Consultant.
18. **RULES OF CONDUCT:** The Consultant will share the Library's Rules of Conduct with their staff, and by submitting a Proposal, represents that their employees will adhere to the Rules of Conduct. A copy of the Library's Rules of Conduct can be reviewed here [https://ocls.org/wp-content/uploads/2024/11/ROC\\_English\\_2024.pdf](https://ocls.org/wp-content/uploads/2024/11/ROC_English_2024.pdf).