

REQUEST FOR PROPOSAL
OCLS-RFP-26-001-Elevator
Elevator Modernization
For the Orange County Library District

VENDOR'S ACKNOWLEDGEMENTS

By submitting a proposal to the RFP, the VENDOR:

- a) Acknowledges he/she has received, reviewed, and understands the requirements of the RFP including the Scope of Work.
- b) Acknowledges that all prices and delivery dates stated are firm.
- c) Acknowledges that the LIBRARY is not subject to state or local sales, use or excise taxes and no such taxes are included in the prices submitted.
- d) Acknowledges that all other taxes are included in the prices submitted.
- e) Acknowledges that the VENDOR's proposal shall be considered accepted only when the LIBRARY executes a contract.
- f) Acknowledges that the contract will incorporate all terms and conditions contained in the Specifications and this RFP.
- g) Acknowledges the proposal is binding for 90 calendar days.
- h) Is aware that comparison of proposals is a subjective process requiring evaluation of multiple factors including price, references, recommendations, and input from third parties. This process requires subjective assessment of VENDORS by the Library Trustees as to overall suitability of the VENDOR.
- i) Acknowledges the Trustees have substantial discretion in accepting a proposal based on the Trustee's evaluation of multiple variables, only one of which is price.

Vendor's printed name and title

Vendor's signature and date

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ORANGE COUNTY LIBRARY SYSTEM STANDARD PROVISIONS

1. Public Records.
 - a. To the extent the Company is acting on behalf of OCLS as provided under Subsection 119.011(2) of the Florida Statutes, Company shall in accordance with Section 119.0701 of the Florida Statutes:
 - i. Keep and maintain public records required by OCLS to perform the services under this Agreement.
 - ii. Upon request from OCLS's custodian of public records, provide OCLS 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 Chapter 119 of the Florida Statutes or otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Company does not transfer the records to OCLS.
 - iv. Upon the expiration of this Agreement, transfer at no cost to OCLS, all public records in possession of Company or keep and maintain public records required by OCLS to perform the service. If the Company transfers all public records to OCLS upon completion of the Agreement, the Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Company keeps and maintains public records upon completion of the Agreement, the Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to OCLS, upon request from OCLS's custodian of public records, in a format that is compatible with the information technology systems of OCLS.
 - v. If the Company fails to provide the public records to OCLS within a reasonable time the Company may be subject to penalties under Section 119.10 of the Florida Statutes. Further, OCLS may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.
If the Company has questions regarding the application of Chapter 119, Florida Statutes, to the Company's duty to provide Public Records relating to this Agreement, contact OCLS's Custodian of Public Records at ORANGE COUNTY LIBRARY SYSTEM, ATTN: Ms. Lovevia Williams, Finance Manager, 101 East Central Blvd, Orlando, FL 32801 or via telephone at 407-835-7628 or email at publicrecordsrequest@ocls.org.
2. Sovereign Immunity. OCLS's limits of liability are set forth in Section 768.28 of the Florida Statutes, and nothing herein shall be construed to extend the liabilities of OCLS beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of OCLS's sovereign immunity under Section 768.28 of the Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to anything which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of OCLS's obligations under this Agreement are limited to the payment of no more than the per person amount limitation and the aggregate

contained in Section 768.28 of the Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

3. Insurance.

- a. During the term of this Agreement, Company shall maintain and provide to OCLS a certificate of insurance proving it has the following described insurance coverage:
 - i. Professional Liability Insurance: \$1,000,000 per claim, with a maximum deductible of \$25,000;
 - ii. Comprehensive Automobile Liability Insurance: a combined single limit for bodily injury and property damage per accident of \$1,000,000 covering "any auto"; and mandatory limits for personal injury protection and uninsured motorist coverage;
 - iii. Comprehensive General Liability Insurance: a combined single limit for personal injury and property accident of \$1,000,000 per occurrence;
 - iv. Worker's Compensation: statutory benefits, as required by law; and \$1,000,000 for employer's liability.
- b. Company may use blanket policies to satisfy these insurance requirements.
- c. The Company shall add, at no cost to OCLS, OCLS as an additional named insured to the Company's business automobile and the commercial general liability insurance policies to protect OCLS, its contractors and subcontractors, and their respective employees from claims related to death, injury, or property (real or personal) damage resulting from the performance of this Agreement.
- d. On or before the Effective Date of this Agreement, the Company shall provide OCLS with Certificates of Insurance evidencing compliance with the coverage requirements in this Section. Such certificates shall provide that the insurance policies will not be materially changed or canceled until at least thirty (30) days' prior written notice has been given to the other party, or ten (10) days in the case of nonpayment. Failure of OCLS to demand such certificate or other evidence of full compliance with these insurance requirements or failure of OCLS to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Company's obligation to maintain such insurance.
- e. All insurance and all renewals shall be issued by companies with a rating of at least "A-" "VIII" (or its equivalent successor) or better in the current edition of Best's Insurance Reports (or its equivalent successor, or, if there is no equivalent successor rating, otherwise acceptable to OCLS) and be licensed to do and doing business in Florida.
- f. No approval by OCLS of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by OCLS of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible.
- g. All proceeds of insurance required for the protection of OCLS and obtained by or under the control of the Company shall first be applied to satisfy the Company's obligations to OCLS under this Agreement.

4. Intellectual Property. Company hereby transfers, grants, conveys, assigns, and relinquishes exclusively to OCLS, all of Company's right, title, and interest of every kind throughout the world in and to all intellectual property developed for OCLS by Company in conjunction with this Agreement, including all United States and International copyrights or patents thereto, and any renewals or extensions thereof, together with all other interests accruing by reason of international conventions with respect to intellectual property. Company agrees to sign any additional documents and otherwise cooperate with OCLS, as may reasonably be requested, to further evidence, perfect, protect, or enforce the transfer under this Section 4. For this purpose, the provisions of this section shall survive the termination, for any reason, of this Agreement. Company maintains its rights to Company's Intellectual Property.

5. Independent Contractor. Company is and shall remain an independent contractor and not an employee of OCLS. This Agreement shall not be construed as a teaming, joint venture or other such arrangement. Nothing in this Agreement shall grant to either party the right to make commitments of any kind for or on behalf of the other party without the prior written consent of the other party.
6. Subcontractors:
 - a. Company is responsible for all services and work to be performed in connection with this Agreement.
 - b. With prior written approval by OCLS, Company may, as appropriate and in compliance with applicable law, subcontract the performance of services set forth in this Agreement, provided however, that Company shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract. Company shall not enter into subcontracts in which OCLS could be held liable to a subcontractor for any expenses or liabilities. Company shall defend and hold OCLS harmless of any liabilities incurred under any of the subcontracts entered into by Company. Company shall be liable for all negligent work performed and expenses incurred as a result of any subcontract. Subcontractors are required to comply with the terms of this Agreement.
 - c. The Company is encouraged to use Florida's minority and service-disabled veteran businesses as subcontractors under this Agreement. The Certified Vendor Directory can be accessed from the website of the Florida Department of Management Services, Office of Supplier Diversity located at: https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/certified_vendor_directory Any and all such contracts that Company enters into under this Section shall incorporate and require the subcontractor to comply with all of the provisions herein and the provisions requiring that such person or organization report on performance, account for proper use of funds provided under the contract (including the provision of audit rights when applicable).
7. Representations.
 - a. Company has the necessary and required Federal and State authority to enter into this Agreement with OCLS.
 - b. Neither this Agreement nor Company's performance of its obligations hereunder will place Company in breach of any other contract or obligation and will not violate the rights of any third party.
 - c. Company has all rights, title, and ownership of, in, and to the products, procedures, processes and/or services that Company is delivering and/or providing to OCLS pursuant to this Agreement, and Company has full right and authority to provide and/or deliver the same to OCLS.
8. Data. As requested by OCLS, Company agrees to deliver to OCLS at the end of the term of this Agreement, or at any other time OCLS may request, all lists, memoranda, notes, plans, records, hardware, software, and other documentation and data belonging to OCLS, which Company may possess or have under his or her control and which may have been produced prior to and including the date of termination. Company shall also require that all subcontractors or employees agree in writing to be bound by the provisions of this Section 8.
9. Prohibition against Consideration of Social, Political, or Ideological Interests. Company is hereby notified of the provisions of section 287.05701 of the Florida Statutes, as amended, that OCLS will not request documentation of or consider a Company's social, political, or ideological interests when determining if the Company is a responsible Company. Company is further notified that OCLS's governing body may not give preference to a Company based on the Company's social, political, or ideological interests.
10. Unauthorized Aliens. OCLS shall consider the knowing employment of unauthorized aliens, as described in Section 274A(e) of the Immigration and Nationality Act (codified at 8 U.S.C. §1324a), and Section 448.09 of the Florida Statutes by Company or any subcontractor cause for termination of this Agreement.

11. Employment Verification.

- a. Company and Company's subcontractors performing work under this Agreement shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the Company or Company's subcontractors during the term of this Agreement.
- b. If the Company enters into a contract with a subcontractor for work to be performed under this Agreement, the subcontractor must provide the Company with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Company shall maintain a copy of such affidavit for the duration of this Agreement.
- c. In the event OCLS has a good faith belief that the Company has knowingly violated Subsection 448.09(1) of the Florida Statutes, OCLS will terminate the Agreement.
- d. In the event OCLS has a good faith belief that an entity with which the Company is contracting has knowingly violated Subsection 448.09(1) of the Florida Statutes, but the Company has otherwise complied, OCLS shall notify the Company and order the Company to immediately terminate the contract with the subcontractor.
- e. The Company is liable for costs incurred by OCLS as a result of the termination of this Agreement or Company's termination of an agreement with a subcontractor under the requirements of this Section.
- f. Termination of a contract under the provisions of this Section is not a breach of contract and may not be considered as such. Any contract terminated under the provisions of this section may be challenged pursuant to section 448.095(2) of the Florida Statutes. The Company acknowledges that upon termination of this Agreement by OCLS for a violation of this section by the Company, the Company may not be awarded a public contract for at least one (1) year. The Company further acknowledges that the Company is liable for any additional costs incurred by OCLS as a result of any contract for a violation of this section.
- g. The Company or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. The Company shall be responsible for compliance with any subcontractor or lower tier subcontractor with the clauses set forth in this section.
- h. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security website: <http://www/dhs.gov/E-verify>.

12. Scrutinized Companies List.

- a. By executing this Agreement, Company certifies that it is not: (1) listed on the Scrutinized Companies or Other Entities 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, OCLS may immediately terminate this Agreement for cause if Company is found to have submitted a false certification as to the above or if Company is placed on the Scrutinized Companies or Other Entities 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 Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If OCLS determines that Company has submitted a false certification, OCLS will provide written notice to Company. Unless Company demonstrates in writing, within 90 calendar days of receipt of the notice, that OCLS's determination of false certification was made in error, OCLS shall bring a civil action against Company. If OCLS'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 Company, and Company will be ineligible to bid, submit a proposal for, or enter into or renew a contract with OCLS or a Florida agency or local governmental entity for three years after the date of OCLS's determination of false certification by Company.
- b. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition in this Section 12, this Section 12 shall be null and void without further action of the parties.

13. Interests of Foreign Countries. In compliance with Section 287.138 of the Florida Statutes, should the services to be performed under this Agreement grant the Company access to an individual's personal identifying information, the Company shall provide OCLS with an affidavit, attached hereto as **Attachment E**, signed by an officer or representative under penalty of perjury attesting that (a) the Company is not owned by the government of a foreign country of concern; (b) the government of a foreign country of concern does not have a controlling interest in the Company; and (c) the Company is not organized under the laws of, or has its principal place of business in a foreign country of concern. For purposes of this Section "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.
14. Public Entity Crime. Company affirms that it is aware of the provisions of Subsection 287.133(2)(a) of the Florida Statutes, and that at no time has Company been convicted of a Public Entity Crime. Company agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in termination of this Agreement by OCLS.
15. Human Trafficking Attestation. In compliance with Subsection 787.06(13) of the Florida Statutes, the affidavit attached hereto as **Attachment F** must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with OCLS or any of its direct support organizations (the "Governmental Entity").
16. Common Carrier. If Company meets the definition of a "Common Carrier" under Section 908.111 of the Florida Statutes, then Company must execute the attestation attached hereto as **Attachment G** that the common carrier or contracted carrier is not willfully providing and will not willfully provide any service during the contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from this State or the United States. Such attestation must be provided to OCLS prior to commencement of this Agreement. In accordance with Section 908.111 of the Florida Statutes, OCLS may terminate this Agreement for cause if Company is found to be in violation of this provision or its attestation.
17. No Third-Party Beneficiaries. This Agreement does not, and is not intended, to confer any rights or remedies upon any person other than the parties.
18. Amendments/Modifications. This Agreement may not be altered, modified, amended or changed in any manner, except pursuant to a written amendment executed and delivered by each of the authorized Points of Contact. Additionally, any such modification, amendment or change shall be effective on the date of execution and delivery, or such later date as the parties may agree therein.
19. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall remain enforceable to the greatest extent permitted by law.
20. Governing Law; Venue. This 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.

21. Force Majeure.

- a. Neither party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Agreement.
- b. If the delay is excusable under this Section, the delay will not result in any additional charge or cost under the Agreement to either party. In the case of any delay the Company believes is excusable under this Section, the Company shall notify OCLS in writing of the delay or potential delay and describe the cause of the delay either: (1) within 5 calendar days after the cause that creates or will create the delay first arose, if the Company could reasonably foresee that a delay could occur as a result; or (2) within 20 calendar days after the date the Company first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE COMPANY'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this Section is a condition precedent to such remedy. OCLS, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Company of its decision in writing.
- c. No claim for damages shall be asserted against OCLS. The Company shall not be entitled to an increase in the Agreement price or payment of any kind from OCLS for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.
- d. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this Section, after the causes have ceased to exist, the Company shall perform at no increased cost, unless OCLS determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to OCLS or the State, in which case, OCLS may do any or all of the following: (1) accept allocated performance or deliveries from the Company, provided that the Company grants preferential treatment to OCLS with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Company for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

22. Miscellaneous.

- a. Company shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, race, sex, creed, color, disability, national origin, or marital status.
- b. Company shall comply with all applicable Federal, State, and local laws, rules, and regulations.
- c. Company shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.
- d. Company shall provide a drug-free workplace with any allegation of substance abuse given priority attention and action by management.
- e. Company affirms that it is aware of the provisions of Subsection 287.134(2)(a) of Florida Statutes, and that at no time has Company been placed on the Discriminatory Vendor List.
- f. Company agrees to comply with Subsection 20.055(5) of the Florida Statutes.
- g. This Agreement may not be assigned by either party without the prior written consent of the other.
- h. Company shall not use any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency.

Attachment E
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FOREIGN COUNTRY OF CONCERN ATTESTATION

This form must be completed by an officer or representative of the entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with OCLS (the Governmental Entity), which would grant the entity access to an individual's Personal Identifying Information. Capitalized Terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

The Company is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Company.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Date: _____, 2026

Signed: _____

Entity: _____

Name: _____

Title: _____

Attachment F
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NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT

Section 787.06(13), Florida Statutes

I, the undersigned, am an officer or representative of _____ and attest that _____ 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: _____

Attachment G
OCLS RFP 26-001-Elevator
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COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

_____ is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____ Date: _____