

**RFQ OCLS-21-001
REQUEST FOR QUALIFICATIONS
DESIGN SERVICES FOR THE ORANGE COUNTY
LIBRARY DISTRICT HORIZON WEST BRANCH FACILITY**

Issue Date: August 23, 2021

Due Date: October 18, 2021

PURPOSE:

The Orange County Library System ("LIBRARY"), an independent special taxing district to the State of Florida, is soliciting sealed written qualifications from Florida-licensed architectural firms ("FIRM") to provide Architectural Design and Engineering services for the LIBRARY's Horizon West Branch project ("SERVICES"). The responses to this Request for Qualifications ("RFQ") are to include complete design and engineering services (ie: Civil, Structural, MEP, fire protection, contract administration, etc.) through the certificate of occupancy, final certificate of completion, and the commissioning of new equipment. Copies of the Request for Qualifications may be obtained from the LIBRARY's RFQ Project Coordinator noted below and on-line at Negometrix's Electronic Submission Portal located here: <https://app.negometrix.com/today/5223>.

RFQ PROJECT COORDINATOR:

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

Name: Kristopher Shoemaker, Chief Financial Officer

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

All communications will be conducted and coordinated through the Negometrix's Electronic Submission Portal located here <https://app.negometrix.com/today/5223>.

ORAL INTERPRETATION:

No oral interpretation of this Request for Qualifications shall be considered binding. The LIBRARY shall be bound by information and statements only when such statements are written and executed under the authority of the LIBRARY's Chief Financial Officer.

SOLICITATION CANCELLATIONS:

The LIBRARY reserves the right to accept or to reject all Proposals and to readvertise the RFQ or elect not to proceed with the Project at any time. The LIBRARY also reserves the right to reject the Proposals 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, request a readvertisement.

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 Proposals.

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.

DRAFT CONTRACT:

A contract for professional architectural design and engineering services shall be negotiated after the successful FIRM is selected, including a schedule of hourly rates. The contract that the LIBRARY intends to use for award is included as a PDF labeled Attachment B in the Negometrix electronic submittal portal for reference. Any exceptions to this standard contract must be clearly indicated by return of the standard contract with the proposal, with exceptions clearly noted. The LIBRARY has the right to require the selected FIRM to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its discretion.

PROJECT OVERVIEW:

The LIBRARY is seeking one (1) FIRM to provide the SERVICES denoted in the Scope of Work section of this RFQ. The FIRM shall be selected in accordance with F.S. 287.055

SCOPE OF SERVICES:

- I. Overview of Services. The FIRM shall provide and or perform professional architectural design and engineering services (ie: Civil, Structural, MEP, fire protection, contract administration, etc.) through the certificate of occupancy, final certificate of completion, and the commissioning of new equipment for the LIBRARY's Horizon West Branch.

- II. Specific Services. The FIRM shall provide and or perform and be fully responsible for the various professional architectural design and engineering services necessary for the LIBRARY's Horizon West Branch either using its "in-house staff" or through a "sub-consultant" arrangement. The various professional architectural design and engineering services may include, but not necessarily be limited to:

Complete architectural and engineering design of the building, including, civil engineering design of the site, structural engineering, design of the interior and exterior features, utility services, drainage improvements, stormwater management solutions, parking lots, landscaping, site furnishings, exterior lighting, building/site security solutions to include cameras,

audio, and door access, computer conduit and cabling, building automation control systems, covered sidewalks, meeting rooms, atriums, loading docks, digital signage, exterior performance stage/area, cost estimating services, fire protection, and construction contract administration services.

The FIRM will take the following Program Criteria into consideration when submitting their response to this RFQ.

Horizon West Branch Library Design Considerations

The Horizon West Branch is currently planned for approximately 20,000 square feet of interior, conditioned space and will focus on providing service to the Horizon West residents.

These allocations are subject to adjustment as floor plans are developed by the FIRM and reviewed by LIBRARY. The building uses include a reception area with public restrooms, multiple public meeting rooms, exterior performance stage/area, training rooms, study rooms, staff and manager workroom, a children's area, teen area, computer area, and adult area to name a few. The FIRM will be responsible for understanding the space and programming needs of the facility users and for developing floor plan(s) for LIBRARY review and approval as part of early deliverables. Preliminary space allocations are provided below (note: square foot allocation is just an estimate).

- 3,000 sqft for Entry, reception, common areas, hallways, public restrooms and utility closets.
- 200 sqft Manager Office (to hold two desks)
- 1,000 sqft Staff Workroom location to hold 10 workstations
- 1,200 sqft workroom, break room and staff restroom with storage space.
- 3,000 sqft for Three public meeting rooms (one room 1,500 sqft other 2 rooms 750 sqft) with moveable and soundproof walls to accommodate various size groups. The largest of which should accommodate cooking classes (ventilation and sink).
 - Meeting rooms which open up to the exterior of the building into landscaped and hardscaped areas with tables and seating. This area should expand into an inviting, outdoor space.
 - Meeting rooms are to have adequate storage to store tables, chairs and supplies for their maximum occupancy capacity.
 - Meeting rooms are to have their own sound system(s), and said sound system(s) should have ability to be combined if the meeting rooms are combined.
 - The meeting rooms and public restrooms should be separate from the rest of the library and able to be closed off with a rolldown gate. (See Southwest Branch for concept)
- Outdoor space is to have a covered outdoor performance stage complete with lighting and sound system (see photo in Attachment D which is from Washington Oaks Gardens State Park in Palm Cost, Florida for concept)
- 600 sqft for Two (2) side by side training rooms with moveable wall in between capable of hosting 30 attendees each, or 50+ when the walls are opened (See Chickasaw Branch for concept)

- 400 sqft for Two (2) small study rooms that will hold 5-6 people
- 800 sqft area for 16 public computers
- 200 sqft for photo lab (or similar)
- 9,600 sqft area for collection and Children' Area
 - Children's Area needs a controlled entrance (entrance can be with shelving ... See Southwest Branch for concept)

Additional building features include:

- A porte cochere at the building entrance to allow for covered loading and unloading if possible.
- Single story building.
- Delivery entrance (dock high if possible)
- Parking for a minimum of 150 vehicles.
- A drive up book drop window if at all possible.
- Interior glass walls should be storefront.
- Code compliant roof, possibly with PV panels.
- At least one (1) regular and one (1) ADA compliant restroom stall for each men's and women's facilities. Also 1 family restroom. All rest rooms are to have changing tables.
- Compliance with ADA requirements (including access into and throughout building).
- Emergency power generation large enough to handle the full load of the building lighting, IT systems and building HVAC requirements with a minimum of three days of fuel storage (LP preferred).
- A separate utility yard screened off from public view for HVAC equipment, emergency generator and deliveries for the public meeting space events.
- LEED Silver Certification.
- Electric vehicle charging infrastructure (at least one 240V Level 2 charger).

The following security features shall be incorporated into the design of the Horizon West Branch building:

- IP Security Cameras
- Exterior lighting
- Access Control on all restricted areas
- Interior rolldown gate(s)

A Brief Synopsis of LIBRARY Construction Standards and Building Preferences are listed below (full standards are attached)

The current Florida Building Code shall be applicable. The Building, Existing Building, Accessibility, Mechanical, Electrical, Plumbing and Energy Code sections will all apply to this project. A thorough review of the codes shall be conducted by the FIRM to determine impacts on the design and that the design complies with the Florida Building Code.

The FIRM shall include the following preferred materials and features in the LIBRARY building design:

- The building exterior shall be constructed of cementitious materials with aesthetic treatment and finish suitable for a library. Exterior colors will be earth tones.
- Windows should be VUE Glass or equivalent (see Chickasaw Branch for concept).
- The roof should be strong enough to support PV panels. Roofing membrane materials shall be similar to (or better than) the following:
 - A three-ply styrene-butadiene-styrene (SBS) modified bituminous roofing membrane consisting of a base sheet, a bald interply sheet and a granulated cap sheet by Soprema or LIBRARY approved equivalent; or
 - An electromagnetically induction welded, ketone ethylene ester (KEE) fabric reinforced sheet, a minimum of 50 mils thick, FiberTite XT by Seaman Corporation or LIBRARY approved equal.
- Interior and exterior lighting shall be 100% L.E.D. unless otherwise approved by LIBRARY.
- Flooring in high traffic common areas and community meeting spaces will be carpet suitable for high traffic or Luxury Vinyl Tile (“LVT”).
- Flooring in office spaces will be carpet suitable for high traffic areas.
- Flooring in break and storage areas will be Luxury Vinyl Tile (LVT).
- Walls behind toilet fixtures in restrooms shall be ceramic tile. Floors in restrooms shall be large size ceramic tile.
- Finish hardware shall conform to the requirements of the LIBRARY standard specifications included a PDF file labeled Attachment C in the Negometrix electronic submittal portal.
- Office workstations, if included in the project, will be Steelcase or LIBRARY approved equal and will be similar to the workstation size and configuration used at other LIBRARY buildings.
- HVAC systems shall be designed for energy efficiency and flexibility to accommodate varying operating conditions and occupancy times associated with the meeting spaces.
 - The minimum filtration efficiency for all HVAC air handlers shall be MERV 13. UV lights or bipolar ionization shall also be utilized at each air handler.
 - Emergency isolation dampers shall be provided for all fresh air intakes to restrict outside air flow in the event of an emergency.
- EV charging station(s) shall be NovaCharge brand.

The building automation controls system (BAS) and building monitoring shall include:

System General Description: The LIBRARY currently uses several different proprietary controls or building automation systems. The mechanical designers and the LIBRARY will confirm the appropriate control system during design. The controls must be consistent with the LIBRARY’s Energy Management Strategy. The following is a system description:

- Equipment monitoring and alarm function including information related to diagnosing equipment problems.

- Automatic outbound dialing with emergency escalation.
- Time based scheduling controls and holidays on facility on a global basis
- All system points programmed to report alarm conditions identifying facility location and point location.
- Display set points, adjustable settings for alarms, and preset overrides for equipment controls.
- Auto-reset without operator intervention.
- Individual controllers shall be programmed to override schedule or energy efficiency settings and be preset amounts so that equipment will not be damaged, and/or health and safety compromised.
- Various programmable alarm notices. microprocessor and batter power supply with automatic converter
- The building shall comply with LIBRARY Information Technology Standards for New Buildings and Major Renovations requirements. These requirements are included in Section 11 of the Library's design standards included in the PDF file labeled Attachment C in the Negometrix electronic submittal portal.
- The FIRM should follow and incorporate the recommended Crime Prevention Through Environmental Design (CPTED) concepts set forth in Section 12 of the Library's design standards included in the PDF file labeled Attachment C in the Negometrix electronic submittal portal.

III. Specific Scope. The scope of professional architectural design and engineering services to be provided and performed by the FIRM, will include, the following SERVICES:

- A) Project Programming: Determine needs of the user department for use in establishing various project design concepts, parameters, criteria, code and or permit requirements and construction cost budgets.
- B) Schematic Design: Develop a single line drawing to show the conceptual layout, functional relationships to the building systems or services.
- C) Design Development: Develop schematic drawings into drawings and specifications that definitely indicate the layout, shows all physical improvements, items to be demolished, replaced or relocated, elevations and all dimensional requirements of the project, and sufficient detail to establish equipment, building materials, services or systems. Prepare project cost estimate for use in project budgeting and establishing the design construction cost budget amount.
- D) Construction Documents: Provide construction documents that fully describe all improvements and integrate all involved disciplines. These documents will be developed in successive stages of complexity until final completion. The document deliverables shall be at 30%, 60%, 90% and 100% completion. These documents deliverables shall be of sufficient detail and completeness to obtain all required permits and approvals from governing authorities, and obtain reasonable cost proposals from other contractors.

- E) Technical Specifications: Construction documents shall be composed of drawings and written specifications in the Construction specifications Institute (CSI) format. Technical Specification information shall not be placed on the drawings. Technical Specifications shall include all applicable sections of the Owner's Division 1 – General Requirements. Where brand names or manufacturers names are used, at least three shall be listed. Where three names cannot be listed, use the phrase “or acceptable equal”.
- F) Cost Estimating Services: Provide a line item cost estimate at appropriate intervals such as 60% and 100% Construction Documents. Carefully note all assumptions and or exclusions. Clearly identify the materials, long-lead delivery items, overhead and profit and contingency allowance. Note whether the estimate is current or applies to a future date. The LIBRARY may obtain independent cost estimates separate from this Contract. If, in the LIBRARY's opinion, there is a significant difference between the FIRM's estimate and the independent cost estimator, the FIRM shall be required to reconcile the estimate with the independent cost estimator.
- G) Value Engineering: Review project programs, schematic drawings, design development documents and construction documents prepared by the FIRM, or by others and provide recommendations for alternative designs, building systems, materials, equipment, etc., including cost estimates of alternatives that would reduce the anticipated construction cost without adversely impacting the functional or operational features and requirements of the project.
- H) Code Compliance: The FIRM shall be responsible for ensuring that all construction documents are in compliance with all applicable building codes and other requirements of governing authorities. Nothing contained in information provided by the LIBRARY shall be interpreted as a deliberate violation of any code or other lawful requirement.
- I) LIBRARY Approval: All deliverables require approval before proceeding to the next level of development. Such approval will be issued by the LIBRARY in writing, and may contain modifications to the contract documents that must be made prior to the next deliverable.
- J) Reproductions: Provide all required reproductions of documents for intermediate deliverables, permitting agencies and Contractor usage. For bidding purposes, the FIRM may use an allowance of Ten (10) sets of construction documents. These will be reimbursable costs. The LIBRARY will pay for all sets of documents required for bidding in excess of that amount. The FIRM shall provide to the LIBRARY CD-ROM's (or similar electronic file transfer format) that includes PDF files of final design plans and specifications.
- K) Permits: The FIRM shall prepare and submit applications, construction drawings and specifications, and related support documentation to all agencies having jurisdiction over the permitting or approval of the project. The FIRM shall pay all submittal, application and review fees required to process construction documents and obtain approval from agencies having jurisdiction over the

project. This will be a contingency figure. Prepare written responses to and participate in the resolution of questions or issues during the review of the construction documents by any agency having jurisdiction for permitting or approval of the project. The LIBRARY shall pay all costs that are specifically designated as impact fees. The Contractor shall pay for the cost of obtaining the building permit and other permits directly related to construction activities and inspections.

- L) Bidding or Selection of Contractor: The FIRM shall prepare and submit the required number of drawings and specifications for inclusion with the LIBRARY's bidding or RFQ documents for use by the LIBRARY in administering the bidding or RFQ process. The FIRM will also provide the LIBRARY with one unbound set of technical specifications, and the required number of CD-ROM's ROM's (or similar electronic file transfer format) that includes the plans and technical specifications in PDF format. The FIRM will attend and participate in the pre-bid conference, answer questions from proposers, prepare addenda to the bidding documents and evaluate Contractor bids, qualifications, and GMP proposals. The LIBRARY shall advertise for bids or qualifications, distribute bidding or RFQ documents, maintain a log of proposers, conduct the pre-bid conference, receive and validate bid proposals or qualifications, publish bidding and award results, and select a contractor for award.
- M) Construction Contract Administration: The FIRM shall assist the LIBRARY's project management personnel in ensuring that the contracted construction work is performed and completed in accordance with the requirements of the construction contract. The FIRM will be required to perform, but not limited to the following services:
- 1) Pre-Construction Meeting: Attend pre-construction meeting and answer questions from the Contractor and Sub-Contractors. Record meeting minutes and distributes to all attendees. The LIBRARY shall conduct the meeting, schedule the "Notice to Proceed" date and issue the "Notice to Proceed" letter to be signed by the Contractor.
 - 2) Construction Progress Meetings: Attend regularly scheduled construction progress meetings during the course of construction. Answer questions and resolve construction issues. Record meeting minutes and distributes to all attendees. The LIBRARY shall conduct the meeting.
 - 3) Construction Observations (separate from construction progress meetings): Conduct periodic construction observations to verify the quantity and quality of work. Each construction observation will include appropriate Sub-Consultants and be documented in a Construction Observation Report.
 - 4) Contractor Submittals and RFIs: Review and process Contractor submittals and respond in writing to all Contractor RFIs. All approved Contractors submittals shall bear the FIRM's stamp and are delivered to the LIBRARY at Substantial Completion.

- 5) Contractor's Application for Payment: Review and approve all applications for payment. The FIRM shall recommend an appropriate value for the current stage of construction and sign the application for payment.
- 6) Contractor Change Orders and Claims: Review all Contractor Change Orders and Claims and recommend an appropriate value and course of action.
- 7) Commissioning of Building Systems: Review start-up and in-service procedures of building systems with Contractor and attend start-up of building systems. Record results of building system start-up. Submit in writing the results of the building system start-up to LIBRARY.
- 8) Substantial Completion and Final Completion: Attend the Substantial Completion Inspection and Final Completion Inspection. Arrange for all Sub-Consultants to attend and inspect their respective work. Assist the LIBRARY in verifying the completion of the Construction Contract, and preparing a punch list of items to be corrected by the Contractor. The FIRM shall provide a recommendation for Substantial Completion and Final Completion. The LIBRARY will provide the Certificate of Substantial Completion.
- 9) Record Drawings: Provide a minimum of two sets of record drawings full size and two half sizes and a CD-ROM ROM's (or similar electronic file transfer format) of the record drawings and technical specifications prior to final completion inspection. The record drawings will be developed from the contractor's as-built drawings. Record drawings are part of the project closeout documents.
- 10) Warranty Inspection: Attend the one-year warranty inspection and assist the LIBRARY in identifying defective materials and or installation.
- 11) Construction Management: The FIRM will provide contract administration services during the construction phase. The FIRM will be under the direction of the LIBRARY's project management personnel and will be the LIBRARY's Project Representative.
- 12) Project Summary: After completion of the project, the LIBRARY will request FIRM to prepare a "Lessons-learned Report" for each phase of the project that summarizes the strengths, weaknesses, pitfalls and provide ideas for improvements to future LIBRARY projects. This report should be reviewed and discussed with the LIBRARY prior to finalizing the report. It will become part of the project records.

PREVIOUS STUDIES:

In the Fall of 2019, Borrelli and Partners performed a Due Diligence and Feasibility study, copy of their reports are attached as a PDF file labeled Attachment G-1 thru G-3 in the Negometrix electronic submittal portal. The initial design was for the facility to be in the southeast corner of the property however the current concept is for the facility to be in the northwest portion of the property, see Attachment F to this RFQ.

In the Spring of 2021, Terracon performed an Environmental Survey, including Sand Skinks, Gopher Tortoises, and other endangered species. Terracon has submitted the proper documents to the regulatory agencies. A copy of their findings are attached as a PDF filed labeled Attachment H in the Negometrix electronic submittal portal.

PERMITS AND FEES:

In compliance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each permit, license, and/or fee applicable to this Project (before and during construction) that will either be paid by the FIRM or by the LIBRARY as specified below:

- Licenses, permits and fees which may be required by the State of Florida, State Agencies or by other local governmental entities or agencies are the responsibility of the FIRM.
- The FIRM shall procure and pay for all permits and licenses, charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work.
- The Library will reimburse the FIRM for the permits and licenses.
- Note: The Horizon West Branch is located within Unincorporated Orange County.

TIME:

Upon successful contract approvals, the time of performance for the design phase SERVICES shall be no more than 450 calendar days from the date of contract award.

INSTRUCTIONS TO FIRMS:

FIRMS desiring to submit a response to this RFQ for the SERVICES, as described herein, shall submit responses via Negometrix's Electronic Submission Portal located here <https://app.negometrix.com/today/5223>.

- **Responses shall be submitted no later than 3:00 P.M. local time, on October 18, 2021.**
- If your response contains any information deemed confidential, in accordance with Chapter 119 of the Florida Statutes, provide a PDF file via the Negometrix Electronic Submission Portal with the word "REDACTED" in the file name.

- **Respondents are cautioned that they are responsible for delivery to the specific location cited above. 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.
- Responses received after the specified time and date shall be considered non-responsive and the electronic submittal portal will not accept late submittals. The decision to refuse to consider a response that was received beyond the date/time established in the solicitation shall not be the basis for a protest.
- Faxed or E-Mailed responses shall be rejected as non-responsive, regardless of where and when the fax or e-mail is received.
- All responses must be signed by an officer or employee having authority to legally bind the FIRM.
- All information submitted will become part of the Project file and, unless otherwise exempt or confidential in accordance with Florida law, will become a public record. All responses and accompanying documentation will become the property of the LIBRARY and will not be returned.
- Any response may be withdrawn prior to the date and time the responses are due. Any response not withdrawn prior to the date and time responses are due, will constitute an irrevocable offer, for a period of ninety (90) days, to provide the LIBRARY with the services as specific in the response.

PRELIMINARY SCHEDULE:

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

Event	Date	Time
Announcement of RFQ	08/23/2021	10:00 A.M.
Non-Mandatory Pre-Response Meeting	09/02/2021	9:00 A.M.
Question Submission Deadline	09/09/2021	3:00 P.M.
Question Responses Posted	09/16/2021	3:00 P.M.
Qualification Package Due	10/18/2021	3:00 P.M.
Qualifications Evaluated (Part 1 & 2)	10/19-22 2021	TBD
Inform FIRMs of Short-Listed Rankings	10/26/2021	3:00 P.M.
FIRM Oral Presentations	11/09/2021	TBD
Final Evaluation (Part 3)	11/10/2021	TBD
LIBRARY Board of Trustees Ranking and Approval	12/08/2021	6:00 P.M.
Notice of Intent to Enter Negotiations with Top Ranked FIRMs	12/10/2021	10:00 A.M.
Contract Negotiations	12/10/21 – 01/05/22	TBD
LIBRARY Board of Trustees Contract Approval	01/13/2021	TBD
Tentative Date to Award Contract	01/17/2021	TBD

PRE-PROPOSAL CONFERENCE:

A Non-Mandatory Pre-Proposal Conference will be conducted on September 2, 2021 at 9:00 A.M. The meeting location is LIBRARY Main Branch, 101 E. Central Blvd., Orlando FL 32801, 5th floor, Human Resources Reception Desk. All interested parties are encouraged to send a minimum of 1 and a maximum of 3 representatives to this non-mandatory meeting.

FIRM PRESENTATIONS:

Oral presentations and interviews of responding 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 November 9, 2021 and time of oral presentations is TBD.** The LIBRARY desires to select at least three (3) FIRMS to provide oral presentations. Attendees from the FIRM must include the Senior Project Manager responsible for project design and implementation. FIRM may choose to include up to two additional attendees if felt necessary.

PROTESTS:

Failure to file a protest to the LIBRARY's Chief Financial Officer by 5:00 PM on the fifth full business day after the award notification date shall constitute a waiver of protest proceedings.

GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION:

The response page(s), and all forms listed on the response page(s) shall be completed, signed, and sealed and submitted via the Negometrix's Electronic Submission Portal on or before the specified time and date.

Failure to comply with the preceding requirements shall result in the rejection of the Proposal.

By submission of a response to this RFQ, the FIRM agrees that all costs associated with the preparation of his/her response will be the sole responsibility of the FIRM. The FIRM also agrees that the LIBRARY bears no responsibility for any costs associated with the preparation of the response and/or any administrative or judicial proceedings resulting from the solicitation process.

The FIRM understands that this RFQ does not constitute an agreement or contract between the LIBRARY and the FIRM.

Any FIRM who submits in its response to the LIBRARY with any information that is determined by the LIBRARY, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect may be disqualified from consideration.

Failure of any FIRM to comply with the INSTRUCTIONS TO FIRMS and the terms and conditions of this Request for Proposal, may render the Proposal non-responsive and ineligible from further consideration.

2. QUESTIONS REGARDING THIS RFQ:

All questions or concerns regarding this Request For Qualifications shall be submitted via the Negometrix's Electronic Submission Portal located here <https://app.negometrix.com/today/5223> no later than 3:00 PM September 9, 2021 referencing the RFQ number. When required the LIBRARY shall issue an addendum to the Request For Qualifications. The addendum shall be available on the Negometrix's Electronic Submission Portal 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.

3. CLARIFICATIONS:

It is the FIRM's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Request For Qualifications. Lack of understanding and/or misinterpretation of any portions of this Request For Qualifications shall not be cause for withdrawal of your Proposal after opening or for subsequent protest of award. FIRMS must contact the LIBRARY's Chief Financial Officer, at Negometrix's Electronic Submission Portal located here <https://app.negometrix.com/today/5223> **prior** to opening of RFQ responses, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the FIRM and the LIBRARY.

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. Arrangements can be made to physically view site if desired.

Failure to visually inspect the facilities and any resulting lack of understanding and/or misinterpretation of the scope of the work involved from this Request For Qualifications shall not be cause for withdrawal of your Proposal after opening or for subsequent protest of award. After contract award, no additional compensation shall be made as a result of differences between actual labor and materials required to complete the Project and the contract amount.

5. CONTRACTUAL AGREEMENT:

This Request For Qualifications shall be included and incorporated in the final contract. The order of contract precedence will be the contract, this Request for Qualifications, and response. Any and all legal actions associated with this Request For Qualifications and/or the resultant

contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this RFQ shall be the Ninth Circuit Court in and for Orange County, Florida.

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.

7. not used:

8. CONFLICT OF INTEREST:

The award is subject to provisions of applicable State Statutes and LIBRARY Procedures. All FIRMS must disclose with their response 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.

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.

10. not used.

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.

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.

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.

14. not used.

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 Proposal.

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 Proposal.
- 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.

17. INSURANCE 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:**

➤ FIRM is required to maintain a minimum coverage of Professional Liability Insurance in the amount of \$5,000,000 (with a deductible permitted not in excess of \$50,000) will be required for this project.

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

➤ **Required Liability Endorsements:**

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

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

➤ **Required Automotive Coverage:**

Business Automobile Liability - The FIRM shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than **\$500,000 (five hundred thousand dollars) per accident**. In the event the FIRM does not own automobiles the FIRM shall maintain

coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Required Automotive Endorsements: None

➤ **Required Workers' Compensation Coverage:**

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

➤ **Required Workers' Compensation Endorsements:**

- Waiver of Subrogation- WC 00 03 13 or its equivalent

➤ **Required Fidelity Liability Coverage:**

- Fidelity / Employee Dishonesty - with a limit of not less than or equal to the Contract Amount per occurrence/claim

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

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

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

The FIRM shall submit insurance renewal certificates annually to the LIBRARY and

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

The certificate holder shall read:

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

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.

19. KEY PERSONNEL:

The FIRM must list in its Proposal, the Senior Project Manager, Project Manager, 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 Senior Project Manager and Project Manager must be two different individuals, one of the individuals shall be currently employed by the Prime Contractor. The Senior Project Manager or the Project Manager shall be a Professional Licensed Architect or Professional Licensed Engineer in the State of Florida. The remaining position shall be a Professional Licensed Architect or Professional Licensed Engineer or a Bachelor Degreed Construction Manager and with one of the following certifications in the State of Florida: General Contractor's (GC) License, Certified Construction Manager (CCM), or a Project Management Professional (PMP, PgMP, PfMP) prior to the due date of proposals submitted for this RFP. A diploma must be submitted as back up for validation of any Bachelor Degreed Construction Manager. Other Key Personnel must be clearly identified on the organizational chart submitted with the proposal.

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 Proposal in response to this solicitation, the FIRM affirms that all employees in the above categories shall undergo e-verification before placement on any resulting contract from this RFQ process. The FIRM shall commit to comply with this requirement by completing and submitting the E-Verification certification, attached to this solicitation with their Proposal submission.

21. SUBCONTRACTING:

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

22. CONFLICT OF INTEREST FORM:

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

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.

24. DRUG FREE WORKPLACE:

By submission of a Proposal in response to this solicitation, 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 Proposal submission. Sub-contractors will be required to submit same prior to contract is issued.

25. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

By submission of a Proposal in response to this solicitation, 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.

26. PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS):

By submission of a Proposal in response to this solicitation, 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**

27. PAYMENT TERMS/DISCOUNTS:

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

28. PATENTS AND ROYALTIES:

Unless otherwise provided, the FIRM shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of the contract resulting from this Request For Qualifications.

The FIRM, without exception, shall indemnify and save harmless the LIBRARY and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the FIRM. In the event of any claim against the LIBRARY of copyright or patent infringement, the LIBRARY shall promptly provide written notification to the FIRM. If such a claim is made, the FIRM shall use its best efforts to promptly purchase for the LIBRARY any infringing products or services or procure a license, at no cost to the LIBRARY, which will allow continued use of the service or product.

If none of the alternatives are reasonably available, the LIBRARY agrees to return the article on request to the FIRM and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

29. not used.

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.

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.

32. EMPLOYEES OF THE ARCHITECT:

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.

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.

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 opening or responses to this RFQ.

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

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

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

36. not used.

37. LICENSING REQUIREMENTS:

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

- State of Florida, Department of Professional Regulation, Architecture and Interior Design Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified architectural work.
- State of Florida, Department of Professional Regulation, and/or the Florida Board of Professional Engineers Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified engineering work.
- Said licenses shall be in the FIRM's name as it appears on the Official Proposal Form. FIRM shall supply appropriate license numbers, with expiration dates, as part of their

response. Failure to hold and provide proof of proper licensing, certification and registration shall be grounds for rejection of the Proposal.

➤ **FIRM shall provide copies of all applicable licenses with their RFQ response.**

- Subconsultants contracted by the FIRM shall be licensed in their respective fields.

38. ASBESTOS FREE MATERIALS:

By submission of a response to this solicitation, the FIRM acknowledges that if a contract is issued between the LIBRARY and the FIRM, the FIRM shall provide a written and notarized statement on company letterhead **to certify and warrant that the project was designed and built with asbestos free materials. Such statement shall be submitted with the final payment request.** Final payment shall not be made until such statement is submitted. FIRM agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the design or renovation, FIRM shall be liable for all costs related to the redesign or modification of the construction of the project so that materials containing asbestos are removed from the design, plans or specifications or construction contract documents, and, in addition, if construction has begun or has been completed pursuant to a design or installation by FIRM that includes asbestos containing materials, the FIRM shall also be liable for all costs related to the abatement of such asbestos.

39. Rules of Conduct:

A copy of the LIBRARY's Rules of Conduct is attached to this RFQ (see Attachment E). 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, Rule 5 concerning the possession and/or consumption of alcohol.

40. Parking:

The LIBRARY will show FIRM where they are to park their vehicles at the work location as not to block LIBRARY patrons access to the various locations. FIRMS are to caution their employees 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.

41. Minimum Qualifications to Submit Bid:

FIRMS desiring to submit a Proposal on the Project, as described herein, shall have the following Minimum Qualifications:

- Be a licensed Architect in the State of Florida for at least the last five (5) years
- Be a licensed (or the sub-contractors be licensed) in the various engineering trades such as mechanical, electrical, plumbing, structural, etc. in the State of Florida for at least the last five (5) years

- Be licensed to do business in Orange County Florida
- Have designed a minimum of three (3) library (or public assembly facilities) with a minimum of 16,000 sq ft and with costs that exceeded \$8,000,000 in the last ten (10) years
- No unresolved litigation against the LIBRARY or Orange County, Florida
- Three (3) positive references from owners of other similar projects as described in the Scope of Work section listed above.
- Identification and appointment of an experienced and capable project manager for the Project.
- No conflicts of interest as described in this RFQ.

42. PROPOSAL SUBMITTAL INSTRUCTIONS:

FIRMs desiring to submit a Proposal on the Project, as described herein, shall submit responses via Negometrix's Electronic Submission Portal located here

<https://app.negometrix.com/today/5223>.

Proposals shall be submitted no later than 3:00 P.M. local time, on October 18, 2021

Proposals shall include the following:

A. Title Page: Identify the RFQ subject, name of FIRM, FIRM's address, phone and facsimile number, primary point of contact, primary point of contact's title, phone number, mailing address, e-mail address for receipt of notifications, and date of submittal.

B. 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.

C. 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: In order to submit a response to this RFQ, FIRM must be experienced in providing Architectural Design and Engineering services for at least three (3) public projects (preferably libraries) with a minimum of 16,000 square feet of space and a total construction cost in excess of \$8,000,000 within the last ten (10) years. Subconsultants may be used to qualify for the various Engineering portions of this required experience. Provide current/past performance within the last ten (10) 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.

Using forms EXP-SPM 1 thru 4 and EXP-PM 1 thru 4" in the Required Forms Section of this RFQ provide the required information on at least three (3) similar projects for the Senior Project Manager and at least three (3) similar projects for the Project Manager within the last ten (10) years.

See page titled " **SKILLS AND EXPERIENCE OF THE PROJECT TEAM** " in the Required Forms Section of this RFQ for additional experience required documents to be submitted with FIRM's response.

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

A project that includes professional architectural design and engineering services that have been successfully or substantially completed within the past ten (10) years to design and construct a new commercial or institutional (not residential) public assembly facility, preferably library facilities, or renovate an existing commercial or institutional (not residential) public assembly facility, preferably library facilities, of at least 16,000 square feet. The project can also be a design/build project if the design component meets the definition of a similar project. Successfully completed projects from out of state will be considered. The Project Architect must have been primarily responsible for the following elements:

1. Design Services with the production of construction working drawings and specifications compliant with all required codes and sufficient for bidding, including coordination with sub-consultants.
2. Obtaining required permits from governing authorities having jurisdiction over the project.

3. Assisting the Owner by attending pre-bid meeting, issuing addenda and technical evaluation of bids if needed.
4. Providing contract administration during construction, including but not limited to approval of Applications for Payment, submittals, answering RFI's and attending jobsite construction meetings.
5. Performed a study of the project prior to initiating design.
6. Design work performed for building with minimum area affected by construction of 16,000 square feet.
7. Design work of phased construction project where work can be stopped and resumed seamlessly.

Scoring Criteria for Similar Projects:

The first three elements above are mandatory. To receive consideration for one half point, a similar project must contain above elements 1, 2, and 3. These elements are mandatory elements. In order to receive consideration for one full point, a similar project must contain the first three elements plus three additional elements. Those similar projects with less than the three mandatory elements will receive no points. One similar project must have element No. 6. One similar project must have element No. 7. If a similar project includes both element 6 and element 7, it will satisfy this requirement. All elements must have been successfully completed and the construction of the project must be substantially complete.

The substantially completed projects must have been certified as such prior to the date of submission of proposals for this RFQ. "Substantially Complete" is defined as completion to the point where the Owner may make beneficial use of the project for its intended purpose.

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

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

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

3. Qualifications of Sub-Consultants: Using forms labeled “TEAM LISTING ” provide a list of proposed Prime and Sub-contractors by trade and indicating which are Key Sub-Consultants. Using one (1) 8 ½ x 11 inch sheet of paper per specialty sub-contractor labeled “EXP-SUB-1” through “EXP-SUB-xx” with font sizes 11 or 12 and margins of 1 inch top, bottom, left, and right 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.

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

4. References: Provide at least three (3) references, including contact names, e-mail addresses and phone numbers, for similar projects completed in the last ten (10) years. The LIBRARY intends to contact client references listed by the FIRM in its response.

5. Key Personnel: Provide biographies/resumes of proposed, Project Manager, Project Architect, and all other key design and engineering 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. The Project Manager and the Project Architect are to be two (2) separate individuals.

It is the responsibility of the FIRM to verify sub-consultants and/or other team member’s satisfactory performance on previous LIBRARY projects. Substitution of the Project Manager, Project Architect or Other Key Personnel: The FIRM shall not substitute any key personnel without the prior written approval of the LIBRARY’s Chief Financial Officer. Any such requests shall be supported by comprehensive documentation outlining the reason(s) for the proposed substitution to include the specific qualifications of the proposed substitute. Approval of the request shall be at the discretion of the LIBRARY. Further, the LIBRARY, in lieu of approving a substitution, may initiate other actions under the contract, including termination.

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.

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

See page titled “ **SKILLS AND EXPERIENCE OF THE PROJECT TEAM** “ in the Required Forms Section of this RFQ for required documents to be submitted with FIRM's response related to its construction management plan.

See page titled “ **PROJECT SCOPE, APPROACH AND UNDERSTANDING** “ in the Required Forms Section of this RFQ for required documents to be submitted with FIRM's response related to its approach and understanding of the scope of this project.

E. 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".

F. Required Forms (to be submitted electronically):

1. Cover Page and W-9
2. Acknowledgement of RFQ Addenda Page
3. Authorized Signatories/Negotiators Page
4. Drug Free Workplace Acknowledgement Form
5. Conflict of Interest and Litigation Statement Form
6. E-Verification Certification Form
7. Relationship Disclosure Form
8. Vendor Certification Regarding Scrutinized Companies Lists Form
9. Title Page
10. Letter of Intent
11. Organizational Chart
12. State and County Licenses
13. MWBE Certificates as Applicable
14. Team References
15. Firm References
16. Form TEAM LISTING (Prime and Sub)
17. Form KEY MEMBER
18. Form EXP-SUB
19. Form CMP
20. Form EXP-TEAM
21. Form EXP-SPM
22. Form EXP-PM
23. Key Personnel List
24. Form APPROACH
25. GNATT Chart
26. Project Manager and Senior Project Manager Bio / Resume

[End of Proposal Submittal Requirements]

43. SELECTION of FIRM USING COMPETITIVE NEGOTIATIONS:

The LIBRARY shall use a competitive negotiation process (section 287.055 of the *Florida Statutes*) in selecting the FIRM. FIRM responses shall be evaluated by the LIBRARY. The LIBRARY desires to select one (1) or more FIRMs deemed as best suited and qualified shall be selected by a committee of at least three (3) LIBRARY employees for discussions and/or presentations, ranking, and subsequent negotiations with the highest ranked FIRM.

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

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

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

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

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

Part 3. Short-listed FIRMs will be required to **make oral presentations on November 9, 2021** and answer questions. After the presentations, the selection committee will re-score each of the short-listed FIRMs using the evaluation criteria listed above. The final scores will in turn determine the final rankings, which require approval by the LIBRARY Board of Trustees.

Once the LIBRARY Board of Trustees approves the final rankings, the LIBRARY will initially attempt to negotiate an 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 with a FIRM. After agreement is reached with the FIRM, the LIBRARY will negotiate with the next ranked available FIRM as the alternate FIRM for the SERVICES in the event that the top ranked FIRM is unable to perform SERVICES for a particular project.

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

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**OCLS RFQ 21-002 CMAR For Horizon West Branch Facility
Required Forms**

PROPOSAL COVER PAGE
RFQ OCLS-21-001 Design Services for Horizon West Facility

Name of Business: _____

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

TIN#: _____

D-U-N-S® # _____

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

(City) (State) (Zip Code)

Contact Person: _____

Telephone Number: _____

Cell Phone Number: _____

Fax Number: _____

Email Address: _____

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____

Cell Phone Number: _____

Residence Telephone Number: _____

Email Address: _____

ACKNOWLEDGEMENT OF ADDENDA
RFQ OCLS-21-001 Design Services for Horizon West Facility

The FIRM shall acknowledge receipt of any addenda issued to this RFQ 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 response. Material impacts include but are not limited to changes to specifications, scope of work/services, delivery time, insurance, or qualifications.

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

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

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

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

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

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

Addenda acknowledged and accepted:

Signature: _____

Printed Name: _____

Date: _____

**AUTHORIZED SIGNATORIES/NEGOTIATORS
RFQ OCLS-21-001**

The FIRM represents that the following principals are authorized to sign proposals, negotiate and/or sign contracts and related documents to which the FIRM 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 FIRM 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 FIRM'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is: _____

_____ (FIRM's Signature)	_____ (Title)
-----------------------------	------------------

_____ (FIRM's Printed Name)	_____ (Date)
--------------------------------	-----------------

(Name of Business)

DRUG-FREE WORKPLACE FORM
RFQ OCLS-21-001 Design Services for Horizon West Facility

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

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.
7. Require any and all subcontractors and their workforce, who will perform work under any resulting contract from RFQ OCLS-21-001 DESIGN SERVICES FOR THE ORANGE COUNTY LIBRARY DISTRICT HORIZON WEST BRANCH 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.

(FIRM's Signature)

(Date)

(FIRM's Printed Name)

**CONFLICT/NON-CONFLICT OF INTEREST STATEMENT
RFQ OCLS-21-001 Design Services for Horizon West Facility**

CHECK ONE:

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

OR

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

Name of Business: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

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

**E VERIFICATION CERTIFICATION
RFQ OCLS-21-001 Design Services for Horizon West Facility**

NAME OF CONSULTANT: _____ (referred to herein as "CONSULTANT")

ADDRESS OF CONSULTANT: _____

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

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

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

The undersigned will require any and all subcontractors and their workforce, who will perform work under any resulting contract from RFQ OCLS-21-001 DESIGN SERVICES FOR THE ORANGE COUNTY LIBRARY DISTRICT HORIZON WEST BRANCH 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 FIRM**

RFQ OCLS-21-001 Design Services for Horizon West Facility

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 FIRM and shall be submitted as part of the response to this RFQ/RFP/IFB submitted by the FIRM.

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

Part I

INFORMATION ON FIRM:

Legal Name of FIRM:

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

Business Phone: () _____ Fax: () _____

INFORMATION ON FIRM'S AUTHORIZED AGENT, IF APPLICABLE:

(Agent Authorization Form also required to be attached)

Name of FIRM'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 FIRM
RFQ OCLS-21-001 Design Services for Horizon West Facility**

Part II

IS THE FIRM 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 FIRM'S EMPLOYEE?

___ YES ___ NO

IS THE FIRM 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 FIRM
RFQ OCLS-21-001 Design Services for Horizon West Facility**

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.

_____ (FIRM's Signature) _____ (Date)

Printed Name and Title of Person completing this form:

STATE OF: _____

COUNTY OF: _____

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

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

(Notary Seal)

Signature of Notary Public

Notary Public for the State of _____

My Commission Expires: _____

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS
RFQ OCLS-21-001 Design Services for Horizon West Facility**

FIRM's Name of Business: _____

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

FEIN/TIN#: _____

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

(City) (State) (Zip Code)

Contact Person: _____

Contact Person Title: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

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

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

As the person authorized to sign on behalf of FIRM, I hereby certify that I have reviewed Section 287.135, Florida Statutes, and the company identified as the "FIRM'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: _____

TEAM LISTING
OCLS RFQ 21-002 Design Services For Horizon West Branch Facility

Team Name: _____

Prime Consultant Name: _____

Principal In Charge:

Name _____

Years of Experience _____

Education / Degrees _____

Licenses / Certifications _____

Fla License Number _____

Senior Project Manager:

Name _____

Years of Experience _____

Education / Degrees _____

Licenses / Certifications _____

Fla License Number _____

Project Manager:

Name _____

Years of Experience _____

Education / Degrees _____

Licenses / Certifications _____

Fla License Number _____

Project Quality Control Administrator:

Name _____

Years of Experience _____

Education / Degrees _____

Licenses / Certifications _____

Fla License Number _____

TEAM LISTING
OCLS RFQ 21-002 Design Services For Horizon West Branch Facility

Other Prime Consultant Key Member:

Title: _____

Name _____

Years of Experience _____

Education / Degrees _____

Licenses / Certifications _____

Fla License Number _____

Other Prime Consultant Key Member:

Title: _____

Name _____

Years of Experience _____

Education / Degrees _____

Licenses / Certifications _____

Fla License Number _____

Other Prime Consultant Key Member:

Title: _____

Name _____

Years of Experience _____

Education / Degrees _____

Licenses / Certifications _____

Fla License Number _____

Electrical Subconsultant Key Member

Company Name: _____

Title: _____

Name _____

Years of Experience _____

Education / Degrees _____

Licenses / Certifications _____

Fla License Number _____

TEAM LISTING
OCLS RFQ 21-002 Design Services For Horizon West Branch Facility

Mechanical Subconsultant Key Member

Company Name: _____

Title: _____

Name _____

Years of Experience _____

Education / Degrees _____

Licenses / Certifications _____

Fla License Number _____

Plumbing Subconsultant Key Member

Company Name: _____

Title: _____

Name _____

Years of Experience _____

Education / Degrees _____

Licenses / Certifications _____

Fla License Number _____

Structural / Framing Subconsultant Key Member

Company Name: _____

Title: _____

Name _____

Years of Experience _____

Education / Degrees _____

Licenses / Certifications _____

Fla License Number _____

Civil / Site Work Subconsultant Key Member

Company Name: _____

Title: _____

Name _____

Years of Experience _____

Education / Degrees _____

Licenses / Certifications _____

Fla License Number _____

TEAM LISTING
OCLS RFQ 21-002 Design Services For Horizon West Branch Facility

Fire Protection Subconsultant Key Member

Company Name: _____

Title: _____

Name _____

Years of Experience _____

Education / Degrees _____

Licenses / Certifications _____

Fla License Number _____

Other Subconsultant Key Member

Contractor Type: _____

Company Name: _____

Title: _____

Name _____

Years of Experience _____

Education / Degrees _____

Licenses / Certifications _____

Fla License Number _____

Other Subconsultant Key Member

Contractor Type: _____

Company Name: _____

Title: _____

Name _____

Years of Experience _____

Education / Degrees _____

Licenses / Certifications _____

Fla License Number _____

OCLS RFQ 21-002 CMAR For Horizon West Branch Facility
SKILLS AND EXPERIENCE OF THE PROJECT TEAM

Using a maximum of ten (10) pages, 8 1/2" X 11", labeled "EXP-TEAM-1" through "EXP-TEAM-10" using font size of 11 or 12 with one (1) inch margins top, bottom, left and right, describe the experience of the entire project team as it relates to this project. Title the first page "Skills and Experience of the Project Team" and label each page as described above (i.e: pages "EXP-TEAM-1" through "EXP-TEAM-10"). Include the experience of the Prime Consultant team as well as other members of the project team; i.e., additional personnel, subconsultants, branch offices, team members, and other resources anticipated to be utilized for this project; staff's professional titles, licenses, certifications, and accomplishments; qualifications and years of experience and number of years prime and subconsultants worked together. Name specific projects, **successfully completed within the past ten (10) years**, which involved Design and Engineering Services where the team members have performed similar projects previously as a team.

Provide an organizational chart for the team to provide the required design and engineering services and label "EXP-TEAM-11"; the organizational chart will be in addition to the ten (10) page maximum. Identify staff on organizational chart by Prime Consultant and Subconsultant firm affiliation.

If submitting a diploma as back up for validation of any Bachelor Degreed Construction Manager, a copy of the General Contractor's License, and/or a CCM, PMP, PgMP, or PfMP Certificate, please label "EXP-TEAM-12", the backup will be in additional to the ten (10) page maximum.

Qualifications of Other Key Personnel. Using one (1) 8 1/2" x 11" page per area numbered "Key-Member-1" through "Key-Member-10", using front size of 11 or 12 with one (1) inch margins top, bottom, left and right, identify the key personnel who will have primary responsibility for the following areas of service if the firm is selected. For each individual identified, provide name, office address, title, current employer, brief resume indicating the individual's experience (including the number of years of experience) in the area of responsibility below, and showing project related experience that involved Design and Engineering Services for at least three (3) projects.

- a. Site / Civil
- b. Electrical
- c. Mechanical
- d. Plumbing
- e. Fire Protection
- f. Structural
- g. Design Review (Constructability, Maintainability)
- h. Cost Estimating
- i. Quality Assurance/Quality Control
- j. Construction Administration

- k. Project Safety
- l. Operations Planning and Assistance

Design Management Plan: Using a maximum of five (5) 8 ½" x 11" pages numbered "DMP-1" through "DMP-5", using front size of 11 or 12 with one (1) inch margins top, bottom, left and right, specifically identify the design management plan. The design plan shall describe, at a minimum, the FIRM's basic approach to the engineering and constructability of the project, to include reporting hierarchy of staff and subcontractors, clarify the individual(s) responsible for the coordination of the separate components of the scope of work, and describe the Quality Assurance/Quality Control plan.

OCLS RFQ 21-002 CMAR For Horizon West Branch Facility

SIMILAR PROJECTS - SENIOR PROJECT MANAGER

USING PAGES “EXP-SPM-1” through “EXP-SPM-4” only - List up to **Four (4) “Similar Projects”**, (two page summary maximum per project), for which services have been **successfully completed within the past twenty (20) years, immediately preceding the due date for proposals in response to this RFP**, which most closely match the scope of work in this RFP, as identified in similar project description, wherein the proposed **Senior Project Manager** has performed **in the same capacity** with your firm, or other firms. Identify if the Senior Project Manager is a Professional Licensed Architect **or** Professional Licensed Engineer as part of this required criteria. Note: The Project Manager position can be Professional Licensed Architect **or** Professional Licensed Engineer in the State of Florida **or** a Bachelor Degreed Construction Manager and with one of the following certifications in the State of Florida: General Contractor’s (GC) License, Certified Construction Manager (CCM), or a Project Management Professional (PMP, PgMP, PfMP) prior to the due date of proposals submitted for this RFQ.

LIST THE ONE (1) SENIOR PROJECT MANAGER ONLY AS INDICATED ON FORM “TEAM LISTING”. FIRMS must explain and emphasize how each element of the similar project description was performed in conjunction with the project listed.

The FIRM shall ensure that the basic description of the similar projects (if a phased project all phases shall be *substantially completed, and construction of the entire project certified substantially complete*), including all required performance requirements and/or dimensions, is *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.

In addition, the FIRM should provide a narrative of what skills were used that are similar in nature to what is required in the scope of services for this RFQ. The FIRM should also describe in detail how the Senior Project Manager was responsive to the client’s needs and requests.

**OCLS RFQ 21-002 CMAR For Horizon West Branch Facility
Similar Projects FORM EXP-SPM-1**

Firm Name: _____

Senior Project Manager Name: _____

Professional Licensed Architect: License Number _____ or
Professional Licensed Engineer: License Number _____ or
Construction Manager: Certification Type _____

Project Type A [] or B [] Name: _____

Project Owner: _____

Reference Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Project Start Date (**Month/Year**): _____

Project Completion Date (**Month/Year**): _____

Construction Cost: \$ _____

Substantial Completion Date (**Month/Year**): _____

Construction Completion Date (**Month/Year**): _____

Project Square Feet of Conditioned Space _____

Type of Facility: _____

Using a maximum of two (2) 8 ½" x 11" pages numbered "EXP-SPM-1-1" through "EXP-SPM-1-2", using front size of 11 or 12 with one (1) inch margins top, bottom, left and right, provide the requested experience of the Senior Project Manager.

**OCLS RFQ 21-002 CMAR For Horizon West Branch Facility
Similar Projects FORM EXP-SPM-2**

Firm Name: _____

Senior Project Manager Name: _____

Professional Licensed Architect: License Number _____ or
Professional Licensed Engineer: License Number _____ or
Construction Manager: Certification Type _____

Project Type A [] or B [] Name: _____

Project Owner: _____

Reference Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Project Start Date (**Month/Year**): _____

Project Completion Date (**Month/Year**): _____

Construction Cost: \$ _____

Substantial Completion Date (**Month/Year**): _____

Construction Completion Date (**Month/Year**): _____

Project Square Feet of Conditioned Space _____

Type of Facility: _____

Using a maximum of two (2) 8 ½" x 11" pages numbered "EXP-SPM-2-1" through "EXP-SPM-2-2", using front size of 11 or 12 with one (1) inch margins top, bottom, left and right, provide the requested experience of the Senior Project Manager.

**OCLS RFQ 21-002 CMAR For Horizon West Branch Facility
Similar Projects FORM EXP-SPM-3**

Firm Name: _____

Senior Project Manager Name: _____

Professional Licensed Architect: License Number _____ or
Professional Licensed Engineer: License Number _____ or
Construction Manager: Certification Type _____

Project Type A [] or B [] Name: _____

Project Owner: _____

Reference Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Project Start Date (**Month/Year**): _____

Project Completion Date (**Month/Year**): _____

Construction Cost: \$ _____

Substantial Completion Date (**Month/Year**): _____

Construction Completion Date (**Month/Year**): _____

Project Square Feet of Conditioned Space _____

Type of Facility: _____

Using a maximum of two (2) 8 ½" x 11" pages numbered "EXP-SPM-3-1" through "EXP-SPM-3-2", using front size of 11 or 12 with one (1) inch margins top, bottom, left and right, provide the requested experience of the Senior Project Manager.

**OCLS RFQ 21-002 CMAR For Horizon West Branch Facility
Similar Projects FORM EXP-SPM-4**

Firm Name: _____

Senior Project Manager Name: _____

Professional Licensed Architect: License Number _____ or

Professional Licensed Engineer: License Number _____ or

Construction Manager: Certification Type _____

Project Type A [] or B [] Name: _____

Project Owner: _____

Reference Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Project Start Date (**Month/Year**): _____

Project Completion Date (**Month/Year**): _____

Construction Cost: \$ _____

Substantial Completion Date (**Month/Year**): _____

Construction Completion Date (**Month/Year**): _____

Project Square Feet of Conditioned Space _____

Type of Facility: _____

Using a maximum of two (2) 8 ½" x 11" pages numbered "EXP-SPM-4-1" through "EXP-SPM-4-2", using front size of 11 or 12 with one (1) inch margins top, bottom, left and right, provide the requested experience of the Senior Project Manager.

OCLS RFQ 21-002 CMAR For Horizon West Branch Facility
SIMILAR PROJECTS - PROJECT MANAGER

USING PAGES “EXP-PM-1” through “EXP-PM-4” only - List up to **Four (4) “Similar Projects”**, (two pages per project), for which services have been **successfully completed within the past twenty (20) years immediately preceding the due date for proposals in response to this RFP**, which most closely match the scope of work in this RFP, as identified in similar project description, wherein the proposed **Project Manager** has performed **in the same capacity** with your firm, or other firms. Identify if the Project Manager is a Professional Licensed Architect **or** Professional Licensed Engineer in the State of Florida as part of this required criteria. Note: The Senior Project Manager position can be Professional Licensed Architect **or** Professional Licensed Engineer in the State of Florida **or** a Bachelor Degreed Construction Manager and with one of the following certifications in the State of Florida: General Contractor’s (GC) License, Certified Construction Manager (CCM), or a Project Management Professional (PMP, PgMP, PfMP) prior to the due date of proposals submitted for this RFQ. A diploma must be submitted as backup for validation of any Bachelor Degreed Construction Manager, a copy of the General Contractor’s License, and / or a CCM, PMP, PgMP, or PfMP Certificate.

LIST THE ONE (1) PROJECT MANAGER ONLY AS INDICATED ON FORM “ TEAM LISTING”. FIRMS must explain and emphasize how each element of the similar project description was performed in conjunction with the project listed.

The FIRM shall ensure that the basic description of the similar projects (if a phased project all phases shall be *substantially completed*), including all required performance requirements and/or dimensions, is *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.

In addition, the FIRM should provide a narrative of what skills were used that are similar in nature to what is required in the scope of services for this RFQ.

**OCLS RFQ 21-001 DESIGN SERVICES For Horizon West Branch Facility
Similar Projects FORM EXP-PM-1**

Firm Name: _____

Project Manager Name: _____

Professional Licensed Architect: License Number _____ or
Professional Licensed Engineer: License Number _____ or
Construction Manager: Certification Type _____

Project Type A [] or B [] Name: _____

Project Owner: _____

Reference Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Project Start Date (**Month/Year**): _____

Project Completion Date (**Month/Year**): _____

Construction Cost: \$ _____

Substantial Completion Date (**Month/Year**): _____

Construction Completion Date (**Month/Year**): _____

Project Square Feet of Conditioned Space _____

Type of Facility: _____

Using a maximum of two (2) 8 ½" x 11" pages numbered "EXP-PM-1-1" through "EXP-PM-1-2", using front size of 11 or 12 with one (1) inch margins top, bottom, left and right, provide the requested experience of the Project Manager.

**OCLS RFQ 21-001 DESIGN SERVICES For Horizon West Branch Facility
Similar Projects FORM EXP-PM-2**

Firm Name: _____

Project Manager Name: _____

Professional Licensed Architect: License Number _____ or
Professional Licensed Engineer: License Number _____ or
Construction Manager: Certification Type _____

Project Type A [] or B [] Name: _____

Project Owner: _____

Reference Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Project Start Date (**Month/Year**): _____

Project Completion Date (**Month/Year**): _____

Construction Cost: \$ _____

Substantial Completion Date (**Month/Year**): _____

Construction Completion Date (**Month/Year**): _____

Project Square Feet of Conditioned Space _____

Type of Facility: _____

Using a maximum of two (2) 8 ½" x 11" pages numbered "EXP-PM-2-1" through "EXP-PM-2-2", using front size of 11 or 12 with one (1) inch margins top, bottom, left and right, provide the requested experience of the Project Manager.

**OCLS RFQ 21-001 DESIGN SERVICES For Horizon West Branch Facility
Similar Projects FORM EXP-PM-3**

Firm Name: _____

Project Manager Name: _____

Professional Licensed Architect: License Number _____ or
Professional Licensed Engineer: License Number _____ or
Construction Manager: Certification Type _____

Project Type A [] or B [] Name: _____

Project Owner: _____

Reference Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Project Start Date (**Month/Year**): _____

Project Completion Date (**Month/Year**): _____

Construction Cost: \$ _____

Substantial Completion Date (**Month/Year**): _____

Construction Completion Date (**Month/Year**): _____

Project Square Feet of Conditioned Space _____

Type of Facility: _____

Using a maximum of two (2) 8 ½" x 11" pages numbered "EXP-PM-3-1" through "EXP-PM-3-2", using front size of 11 or 12 with one (1) inch margins top, bottom, left and right, provide the requested experience of the Project Manager.

**OCLS RFQ 21-001 DESIGN SERVICES For Horizon West Branch Facility
Similar Projects FORM EXP-PM-4**

Firm Name: _____

Project Manager Name: _____

Professional Licensed Architect: License Number _____ or

Professional Licensed Engineer: License Number _____ or

Construction Manager: Certification Type _____

Project Type A [] or B [] Name: _____

Project Owner: _____

Reference Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Project Start Date (**Month/Year**): _____

Project Completion Date (**Month/Year**): _____

Construction Cost: \$ _____

Substantial Completion Date (**Month/Year**): _____

Construction Completion Date (**Month/Year**): _____

Project Square Feet of Conditioned Space _____

Type of Facility: _____

Using a maximum of two (2) 8 ½" x 11" pages numbered "EXP-PM-4-1" through "EXP-PM-4-2", using front size of 11 or 12 with one (1) inch margins top, bottom, left and right, provide the requested experience of the Project Manager.

OCLS RFQ 21-001 DESIGN SERVICES For Horizon West Branch Facility
PROJECT SCOPE, APPROACH AND UNDERSTANDING

Using a maximum of five (5) pages, 8½" x 11", using front size of 11 or 12 with one (1) inch margins top, bottom, left and right, labeled "Approach-1" through "Approach-5", delineate the FIRM's understanding of the project scope and approach(es) to successful completion, specialized skills available, special considerations and possible difficulties in completing the project as specified. Describe alternate approaches to the project, if applicable. In addition, briefly describe your approach to each of the bullets a through e below:

- a. **Business Outreach:** How do you intend to maximize participation from the business community in this contract?
- b. **Design Requirements:** One of the critical components from the user's perspective is to maintain operations and provide an Outstanding Customer Experience? What type of processes will you follow to insure this happens?
- c. **Quality Assurance/Quality Control:** How do you provide QA/QC for Design and Constructability? Describe the review process, individuals involved, peer review?
- d. **Partnering with Team Members:** Have you worked with an builder on prior projects that were design assist projects? What processes helped you work cooperatively with the LIBRARY'S CMAR Team?
- e. **On Time and Within Budget:** How will the FIRM ensure the project can be completed on time and how will the FIRM ensure that the project is designed and constructed within budget?

Title the first page "Project Scope, Approach and Understanding" and label each page as described above (ie: Approach-1 through Approach-5). Include a GNATT Chart assuming a start date of 2-1-2022, the GNATT Chart does not count towards the five (5) page maximum.

OCLS RFQ 21-002
Design Services For Horizon West Branch Facility
END of Required Forms

OCLS RFQ 21-002

Design Services For Horizon West Branch Facility

Attachments

Attachment A - Not Used

Attachment B - Draft Contract – See PDF File labeled Attachment B in the Negometrix electronic submittal portal.

Attachment C - Design Standards – See PDF File labeled Attachment C in the Negometrix electronic submittal portal.

Attachment D – Performance Stage Photo – See below.

Attachment E – Rules of Conduct – See below.

Attachment F – Park Plan – See below.

Attachments G-1 thru G-3 – Previous Feasibility Study – See PDF Files labeled Attachment G-1 G-2 and G-3 in the Negometrix electronic submittal portal.

Attachment H – Environmental Report – See PDF File labeled Attachment H in the Negometrix electronic submittal portal.

OCLS RFQ 21-002
Design Services For Horizon West Branch Facility
Attachment D Performance Stage



OCLS RFQ 21-002

Design Services For Horizon West Branch Facility

Attachment E Rules of Conduct

Orange County Library System

Rules of Conduct

Effective: January 1, 2019

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 #1-9 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 #10-35 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 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:

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

2. 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.
3. Commit assault or battery as defined under Chapter 784 of the Florida Statutes.
4. Commit theft, or attempt to remove library materials by concealment, removal of barcodes/security devices, or by any means other than authorized checkout procedures.

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:

5. Are under the influence of, consume, possess, sell or distribute any alcoholic beverage as defined under Chapter 561 of the Florida Statutes.
6. Are under the influence of, consume, possess, sell, or distribute any controlled substance as defined under Chapter 893 of the Florida Statutes.
7. Intentionally destroy, damage, or deface any Library or other individual's property.
8. Trespass on Library premises after regularly scheduled closing hours.
9. 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 #1-4).

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.

Violations of Rules 1-9 will be immediately reported to the appropriate law enforcement agency.

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 ejected from Library premises and prohibited from future use of all Library facilities and services for one year.

10. Fail to comply with or ignore a directive of a Library staff member or security officer.
11. 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: abusive or threatening language or gestures or unreasonably loud or boisterous physical behavior, talking or noise.
12. Verbally, physically, or sexually harass any Library staff member or individual.
13. 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.

14. Bring into the Library, or possess or control while in the Library, bedrolls, pillows, sleeping bags, blankets, yoga mats, and garbage bags. Blankets for small children are acceptable.
15. Bring into the Library, or possess or control while in the Library, bags or containers such as diaper bags, purses, courier bags, messenger bags, briefcases, suitcases, computer bags, backpacks and duffle bags 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. Additional restrictions may apply when using meetings rooms, classrooms or studios in the Melrose Center due to space constraints. Items for use in conjunction with a Library event or program that exceed these dimensions must be arranged with and approved by staff in advance.
16. Loiter in posted areas.
17. Smoke, use tobacco products, electronic cigarettes or similar devices except in designated areas.
18. Fail to properly checkout Library materials, follow computer access procedures, or comply with established Library lending procedures.
19. Attempt to enter any area designated as a "Staff" area.
20. Improperly use Library restrooms, including but not limited to; washing or drying clothes, bathing or shaving.
21. Fail to wear shoes and shirts 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.
22. Sleep, or give the appearance of sleeping, in or on Library premises.
23. 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.
24. Sell merchandise or services in or on Library premises except in conjunction with a Library-sponsored activity or program.
25. Distribute or post written materials in or on Library premises.
26. Use photography, film, or television equipment in or on Library premises without prior permission from the Library.
27. Bring animals in or on the Library premises, other than those approved as working companions or for the purposes of Library approved events or programs.
28. Use personal electronic equipment, including but not limited to cellular telephones, stereos, and televisions, at a volume that disturbs other individuals.
29. Use, store or park bicycles, skates, roller blades, skateboards, or scooters in or on Library premises. Bicycles must be parked in designated areas.

30. Engage in the burning of candles, incense, pyrotechnics, or any type of open flame.
31. Bring food or drink into the Library that does not meet the following definitions: Drinks must be in an enclosed container and may not contain alcohol. Small, single serving, individually wrapped food items such as snack bars, crackers, or candy bars are permitted. Hot foods, food items such as commercially catered food, carry-out or delivered meals, and covered dish meals, or foods that may be considered by Library staff to present possible harm to Library materials or furnishings are not permitted. Additionally, all food/snack items are prohibited around or while using Library computers. Excepted from this restriction are Library sponsored events and fee-based meeting room accommodations.
32. Bring any type of wheeled conveyances into the Library, with the exception of (i) assistive devices for the disabled, strollers or wheelchairs being used for the actual transport of a person or child, or (ii) shopping carts with the basket/container dimension measuring less than 24" x 20" x 15". Wheels on all wheeled conveyances must be in good working order. Items for use in conjunction with a Library event or program that exceeds these dimensions must be arranged with and approved by staff in advance.
33. 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.
34. 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."
35. Fail to comply with posted age restrictions in designated youth areas.

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.

Procedure for Appeals

Individuals may request a review of a trespass warning issued based on these procedures. An appeal must be submitted in writing as visits in person to any system location are prohibited. The written appeal must be received at the following address within 30 days of the trespass issue date.

Orange County Library System
Trespass Review Committee
101 E. Central Blvd.
Orlando, FL 32801

The appeal must include an address at which the Library may correspond with the individual making an appeal. The Trespass Review 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.

OCLS RFQ 21-002
Design Services For Horizon West Branch Facility
Attachment F Park Map

