

**REQUEST FOR QUALIFICATIONS #OCLS-19-001
DESIGN AND ENGINEERING SERVICES FOR
OCLS Main Library Emergency Generator Replacement and
Diesel Tank Removal and Replacement Project**

Issue Date: April 3, 2019

Due Date: April 23, 2019

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 engineering firms (Firms) to provide Mechanical, Electrical, Plumbing, Fire Protection, and Structural, Professional Engineering Design services for the LIBRARY's Main Library Emergency Generator Replacement and Diesel Tank Removal and Replacement (Project). The LIBRARY's goal is to 1) remove the existing 175KW generator and underground diesel tank located in the basement of the Main Library, 101 East Central Blvd., Orlando, FL 32801 and the corner of Wall Street and Magnolia Avenue and 2) install a new generator and above ground diesel tank, both with possible increased capacity in the same location. The responses to this Request for Qualifications (RFQ) are to include the design and engineering services through the 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.

RFQ PROJECT COORDINATOR:

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

Name: Tami L. Berry, Facilities and Operations Department Head
E-Mail: berry.tami@ocls.info

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

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, and the LIBRARY's Chief Financial Officer has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the

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:

The contract that the LIBRARY intends to use for award is enclosed for reference. Any exceptions to this standard contract must be clearly indicated by return of the standard contract with the Proposal, with exceptions clearly noted. The LIBRARY has the right to require the selected Proposer to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its discretion.

PROJECT OVERVIEW:

The existing 175 KW emergency generator is currently serving emergency lighting and is currently located in its own two (2) hour rated generator room in the basement and has an existing underground diesel fuel tank located below the sidewalk at street level. The existing emergency automatic transfer switch (ATS) and emergency panel is currently located in the same room as the normal power system. The emergency ATS/distribution panel DPEM and main distribution panel (MDP) are located in the same overall basement mechanical/electrical room. This system is approaching the end of its useful life and needs to be replaced. The LIBRARY desires the existing emergency generator, automatic transfer switch, fuel storage tank and associated fuel piping and other associated systems/components to be replaced, including but not limited to the following tasks:

- Removal of existing generator and fuel piping.
- Coordinate with the authority having jurisdiction (AHJ) and re-design the emergency system to comply with the AHJ requirements associated with this generator replacement.
- Design and indicate life safety loads on separate life safety transfer switch if required by the AHJ during design coordination.
- Review existing slab on grade for capacity associated with the new generator and new fuel storage tank.
- Provide structural details for reinforcement if required.
- Provide structural details as required for any new wall penetration
- Install new generator and associated muffler to serve emergency loads. Upsize the generator, if possible, to support the existing emergency lighting and life safety systems loads as well as to include the LIBRARY's data systems intermediate distribution frame (IDF) feeder in the building.
- Install new remote annunciator for the new generator.
- Install temporary generator connections and proposed temporary generator location, to accommodate generator replacement and keep life safety systems operational during generator replacement.

- Install new optional standby ATS and associated distribution panel to serve the IDF loads and provide some spare capacity if possible.
- Install a new battery charger if required.
- Removal and back-fill of existing underground fuel tank and associated piping, replace sidewalk with finish to match existing conditions.
- Install new double wall Convault (or equal) above ground fuel storage tank (between 500 and 1,000 gallon capacity based on location) and associated leak detection system/alarms to serve the new generator. New storage tank to be located in the parking garage, below the open grating, by column A/1 in the basement parking area.
- Install new remote fuel station at street level for fueling.
- Install new fuel piping between generator and fuel tank.
- Install new day tank if required.
- Review existing louver sizes and associated transfer duct sizes serving the generator room, and coordinate and re-design as required, to support the new generator ventilation requirements.

SCOPE OF SERVICES:

The LIBRARY is seeking the services of a qualified design firm to perform the following services:

A. Project Development and Design Phase Services:

The scope of services for the project development and design phase of the project is limited to the basic services, tasks and deliverables described below:

1. Review the existing engineering record documents of the facility.
2. Conduct a field survey to determine general existing conditions.
3. FIRM and appropriate sub-consultants to meet with the City of Orlando to confirm site work and temporary generator location prior to final design.
4. Provide a schematic development (SD) submittal (Drawings) to LIBRARY that details recommendations for the modifications required of the MEP/S/Civil systems.
5. FIRM to meet with LIBRARY to review the SD Submittal.
6. Provide a design development (DD) submittal (drawings and sheet specifications) to LIBRARY that details recommendations for the modifications required of the MEP/S/Civil systems.
7. FIRM to meet with LIBRARY to review the DD Submittal.

8. After approval of the direction for the design, FIRM will provide the remaining engineering design.
9. Develop construction documents (drawings and sheet specifications) providing for the modifications.
10. Furnish final contract/construction documents as follows: Electronic files of the construction documents and six (6) sets of signed and sealed sets of documents for permitting.
11. Assist in the resolution of the permitting authority's review comments and provide revised drawings and specifications if required. (Submission of documents to the permitting authority and payment of associated fees shall be by others.)

B. Construction Phase Services:

The scope of services for the construction phase of the project is limited to the basic services, tasks and deliverables described below:

1. FIRM and appropriate sub-consultants will attend one (1) pre-bid meeting to provide a general overview of the project.
2. Assist the LIBRARY in responding to Contractor pre-bid questions and provide Addenda if required.
3. FIRM will attend one (1) pre-construction meeting.
4. Answer Contractor Requests for Information (RFI's).
5. Review the Contractor's submittals.
6. Provide representatives to visit the site for construction observation (including a written field observation report) during active construction. For this proposal assume a 16-week active construction period (Maximum of Twelve (12) weekly OAC meetings, and three (3) site observation visits, Civil includes four (4) site visits.).

TIME AND QUALIFICATIONS:

Upon successful contract approvals and negotiation, the time of performance for the design and engineering services shall be 120 calendar days from the date of contract. A lump sum contract for professional design and engineering services and contractual completion date shall be negotiated after the successful FIRM is selected.

INSTRUCTIONS TO FIRMS:

FIRMS or companies desiring to provide services, as described herein, shall submit Responses in one sealed package and clearly labeled "DESIGN AND ENGINEERING SERVICES FOR OCLS Main Library Emergency Generator Replacement and Diesel Tank Removal and Replacement".

- Said package shall have the proposers company name and address listed on the outside of the package.
- Said package shall contain: one (1) original Proposal (clearly marked), four (4) copies (a total of 5 printed Proposals) and one (1) electronic copy on a USB drive for document management purposes. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.
- **Proposals shall be submitted no later than 3:00 P.M. local time, on April 23, 2019 to:**

Orange County Library System
 Attn: Tami L. Berry, Facilities and Operations Department Head
 5th Floor Human Resources Reception Desk
 101 East Central Blvd.
 Orlando, Florida 32801

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

- Any response may be withdrawn prior to the date and time the responses are due. Any response not withdrawn prior to the date and time responses are due, will constitute an irrevocable offer, for a period of ninety (90) days, to provide the LIBRARY with the services as specific in the response.

PRELIMINARY SCHEDULE:

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

Event	Date	Time
Announcement of RFQ	4/03/2019	3:00 P.M.
Mandatory Pre-Bid Meeting	4/10/2019	9:30 A.M.
Question Submission Deadline	4/12/2019	3:00 P.M.
Question Responses Posted	4/15/2019	3:00 P.M.
Qualification Package Due	4/23/2019	3:00 P.M.
Qualifications Evaluated (Part 1 & 2)	4/25/2019	TBD
Inform Firms of Short-Listed Rankings	4/25/2019	3:00 P.M.
Firm Oral Presentations	5/02/2019	TBD
Final Evaluation (Part 3)	5/02/2019	TBD
LIBRARY Board of Trustees ranking and approval	5/09/2019	6:00 P.M.
Notice of Intent to Enter Negotiations with First Ranked Firm	5/10/2019	10:00 A.M.
Contract Negotiations	5/13/2019	TBD
Tentative Date to Award Contract	5/20/2019	TBD

PRE-PROPOSAL CONFERENCE:

A mandatory Pre-Proposal Conference will be conducted on April 10, 2019 at 9:30 am.

The meeting location is LIBRARY Main Branch, 101 E. Central Blvd., Orlando FL 32801, 5th floor, Human Resources Reception Desk. All interested parties are required to send a minimum of 1 and a maximum of 3 representatives to this mandatory meeting.

FIRM PRESENTATIONS:

Oral presentations and interviews of proposing FIRMS that pass steps one (1) and two (2) of the selection process noted below, will be held at the LIBRARY Main Branch 101 East Central Blvd, Orlando FL 32801, date and time of oral presentations TBD. The LIBRARY desires to have at least three (3) proposing FIRMS. Attendees from the FIRM must include the Project Manager responsible for project design and implementation. FIRM may choose to include up to two additional attendees if felt necessary.

TERMS AND CONDITIONS:

- Insurance Requirements: The LIBRARY shall be named as additional insured on all policies. FIRM is required to maintain a minimum coverage of Professional Liability Insurance in the amount of \$1,000,000 (with a deductible permitted not in excess of \$50,000) will be required for this project. A minimum of General Liability Insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. Insurance carriers providing coverage required 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.

Additionally, 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 LIBRARY shall use a competitive negotiation process (section 287.055 of the *Florida Statutes*) in selecting the FIRM.
- The LIBRARY reserves the right to accept or reject any or all Proposals that it may in its sole discretion deem nonresponsive, to waive technicalities, or to accept the Proposal which, in its sole judgment, is most advantageous and best serves the over-all interests of the LIBRARY.
- The LIBRARY reserves the right to request clarification of information submitted and to request additional information of one or more Proposers after the deadline for receipt of Proposals.
- Any Proposal may be withdrawn until the date and time set above for the submission of the Proposals.
- By submission of a Proposal, the Proposer agrees that all costs associated with the preparation of his/her Proposal will be the sole responsibility of the Proposer. The Proposer also agrees that the LIBRARY bears no responsibility for any costs associated with the preparation of the Proposal and/or any administrative or judicial proceedings resulting from the solicitation process.
- Proposers must not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.
- The Proposer understands that this RFQ does not constitute an agreement or contract between the LIBRARY and the Proposer.
- Any Proposer who submits in its Proposal to the LIBRARY 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 Proposer to comply with the INSTRUCTIONS TO FIRMS and TERMS AND CONDITIONS of this Request for Qualifications, unless specifically identified as a mandatory requirement by the word "shall", may render the Proposal non-responsive and ineligible from further consideration.
- The Proposer warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, 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 Proposer 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.

SHORTLISTS, AND PROTESTS:

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

KEY PERSONNEL:

The Project Manager and Project Engineer can be the same person or can be two (2) different individuals. If the Project Manager and the Project Engineer is the same person, then they must be currently employed by the FIRM and must be a Professional Engineer registered in the State of Florida. If the Project Manager and Project Engineer are two (2) different individuals, then the Project Manager must be currently employed by the FIRM, and at least one must be a Professional Engineer registered in the State of Florida.

REFERENCE CHECKS:

The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced project. Contact persons must have been informed that they are being used as a reference and that the LIBRARY may be calling or emailing them. More than one person can be listed but all must have knowledge of the project.

DO NOT list principals or officers who will not be able to answer specific questions regarding the project. Failure of references listed to respond to the LIBRARY's inquiries may negatively impact the rating of the Proposal. The reference shall be the owner or a representative of the owner. An owner's representative is defined as a firm or individual hired by the owner to oversee the design or construction oversight services performed by the prime consultant. Consultants or Consultants who provided services under the referenced project (contract) shall not be accepted as references unless they were hired as the owner's representative for the referenced project (contract).

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-consultants 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-consultant 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 bid 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.

TOBACCO FREE CAMPUS:

All LIBRARY facilities and operations shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to 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.

DRUG FREE WORKPLACE:

By submission of a proposal in response to this solicitation, the Proposer acknowledges the LIBRARY's Drug Free Workplace requirement applies to the FIRM and their sub-consultants. The FIRM shall complete and submit the Drug Free Workplace Form attached to this solicitation with their proposal submission. Sub-consultants will be required to submit same prior to contract is issued.

ASBESTOS FREE MATERIALS:

By submission of a proposal in response to this solicitation, the Proposer 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 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. Proposer agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the design, 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 that includes asbestos containing materials, the FIRM shall also be liable for all costs related to the abatement of such asbestos.

DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

By submission of a proposal in response to this solicitation, the Proposer 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.

PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS):

By submission of a proposal in response to this solicitation, the Proposer acknowledges that the LIBRARY is a public agency subject to Chapter 119, Florida Statutes. The Proposer acknowledges that if a contract is issued between the LIBRARY and the FIRM the FIRM agrees to and will require any sub-consultant to comply with Florida's Public Records Law. Specifically, the FIRM and any sub-consultant 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 PROPOSER 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: 407-835-7628 Fax: 407-835-7649

SUBMITTAL INSTRUCTIONS:

The response to this RFQ must be submitted on 8-1/2" X 11" paper, 12-point font, pages numbered, with headings, sections, and sub-sections that directly correlate/address specifically ALL required submittal information in their respective order identified below. Interested FIRMS must submit five (5) hard copies and one (1) electronic copy on a USB device. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version

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

B. Table of Contents: Provide identification of the material by section and by page number.

C. Letter of Transmittal: Briefly state the understanding of the FIRM regarding the work to be performed and make a positive commitment to perform the work within the specified time period.

Include the following:

- Type of business (sole proprietorship, partnership, corporation, etc.); and
- State of incorporation; and if the entity is a certified minority business
- Headquarters location and if any offices are located in the State of Florida; and
- Include the names and contact information of the persons who will be authorized to make representations for the FIRM; and
- Be signed by a representative who is authorized to contractually bind the FIRM and include the agent's title or authority.

D. Profile and Qualifications: Experience and qualifications of the FIRM and proposed project specific staff.

1. FIRM Organization Description: Give a brief history of the organizational structure of the FIRM, including the organization's date of inception, number of employees (both full time and part-time) and FIRM's web address. If the FIRM has a minority, women, and/or service-disabled veteran business status with Orange County Board of County Commissioners and/or the City of Orlando, provide a copy of said certification.

2. Previous Experience: In order to submit a response to this RFQ, FIRMs must be experienced in providing Mechanical, Electrical, Plumbing, Fire Protection, and Structural, Professional Engineering Design services for at least one public project with a total construction cost in excess of \$500,000. Provide current/past performance within the last five (5) years of the FIRM in successfully completing projects of similar size scope and complexity or larger. Past experience in design and engineering and construction administration of emergency generator facilities will be of particular interest. Indicate the specific services provided by the FIRM; this should include all "in-house" services provided by direct employees of the proposing FIRM.

3. Qualifications of Sub-Consultants: Describe background/qualifications of sub-consultants (if any), sub-consultant assignments, and percentage of sub-consultant involvement. If available, provide web addresses for the sub-consultants. If the sub-consultant has a minority, women, and/or service-disabled veteran business status with Orange County Board of County Commissioners and/or the City of Orlando, provide a copy of said certification

4. References: Provide at least three references, including contact names, e-mail addresses and phone numbers, for projects of similar scope and complexity completed in the last five (5) years. The LIBRARY intends to contact client references listed by the FIRM in its response.

5. Key Personnel: Provide biographies/resumes of proposed, Project Manager, Project Engineer, and all other key design lead members of the staff/team that will be assigned

to this effort. The biographies shall include their position, years of experience, tenure with the FIRM and similar successful projects relating to LIBRARY's requirements. Include an organization chart clearly identifying key personnel, their functional role, the firm they are employed by, and their primary work location.

6. Conflict of Interest: Indicate any potential conflicts of interest with the LIBRARY, including the LIBRARY's Board of Trustees.

7. Legal: Provide list of all lawsuits by and against the FIRM and sub-consultants over the past five (5) years.

E. Scope of Services: Each response must address, at a minimum, a description of the FIRM's approach to the design and engineering concepts and the Scope of Services as stipulated above, a milestone schedule for all phases of the project, any additional supporting documentation to show understanding of the intent of the design and scope of services, and any comments or recommendations regarding the contents of the scope of services. Also include a list of all permits required for the project and the estimated cost and processing time for each permit.

F. Additional Information: The FIRM may choose to provide any additional relevant information in this section. If there is no additional information to present, state in this section, "There is no additional information that we wish to present".

[End of Submittal Requirements]

SELECTION of FIRM USING COMPETITIVE NEGOTIATIONS:

The LIBRARY shall use a competitive negotiation process (section 287.055 of the *Florida Statutes*) in selecting the FIRM. FIRM responses shall be evaluated by the LIBRARY. The LIBRARY desires to select three (3) or more FIRMS deemed as best suited and qualified shall be selected by a committee of at least 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 (date TBA) 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 attempt to negotiate an agreement with the top-ranked FIRM. If no agreement is reached with the top-ranked FIRM, negotiations will be terminated and initiated with the second-ranked FIRM, and so on, until an agreement is reached.

The successful FIRM shall be required to execute an agreement in substantially the form of the attached example which provides, among other things, for a lump sum contract and Date of Substantial Completion, professional liability insurance, and that any and all plans, drawings, reports, and specifications that result from FIRM's services shall be the 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.

COMPLIANCE WITH LAWS:

FIRM 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, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for immediate contract termination.

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.

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.

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).

- FIRM warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for FIRM to solicit or secure a contract with the LIBRARY and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Firm any fee, commission, percentage, gift, or other consideration contingent on or resulting from securing a contract with the LIBRARY.
- The FIRM is not currently under suspension or debarment by the State of Florida or any other governmental authority.
- To the best of the knowledge of the person signing the response, the FIRM, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- To the best of the knowledge of the person signing the response, the FIRM has no delinquent obligations to the State of Florida, including a claim by the State of Florida for liquidated damages under any other contract.
- The response is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The FIRM has fully informed the LIBRARY in writing of all convictions of the FIRM, its affiliates (as defined in subsection 287.133(l) (a) of the *Florida Statutes*), and all directors, officers, and employees of the FIRM and its affiliates for violation of Federal or State Antitrust laws with respect to a public contract for violation of any Federal or State law involving fraud, bribery, collusion, conspiracy or material misrepresentation. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the FIRM nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of funds: Has within the preceding three (3) years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local

government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or -Has within the preceding three (3) years of this certification had one (1) or more Federal, State, or local government contracts terminated for cause or default.

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

TRADE SECRETS AND PROPRIETARY CONFIDENTIAL BUSINESS INFORMATION:

Trade secrets and proprietary confidential business information are not solicited, nor desired, as information to be submitted with responses. The *Florida Statutes* and the State Constitution will govern whether information in a response is confidential or exempt from the Public Records Act. If information is submitted in the response, which the FIRM deems to be a trade secret or proprietary confidential business information under the provisions of section 288.075 of the Florida Statutes, or any other Florida Statutes, the information shall be submitted with the response in a separate, clearly marked envelope referencing the specific statutory citation for such exemption. In no event will the LIBRARY be liable in any manner whatsoever to FIRM if FIRM submits information which FIRM believes is confidential or exempt from the Public Records Act and which the LIBRARY, in its sole discretion, deems not to be confidential or exempt.

FIRM's COST TO DEVELOP RESPONSE:

Costs for developing responses responsive to this RFQ are entirely the obligations of the FIRM and shall not be chargeable in any manner to the LIBRARY.

REJECTION OF RESPONSES:

The LIBRARY reserves the right to reject any and all responses for any reason whatsoever and to waive technicalities.

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OCLS CONTRACT Y19->#

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

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

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

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

hereinafter referred to as "CONSULTANT".

RECITALS

WHEREAS, the LIBRARY desires to retain Mechanical, Electrical, Plumbing, Fire Protection, and Structural, Professional Engineering Design services for the OCLS Main Library Emergency Generator Replacement and Diesel Tank Removal and Replacement (Project).

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

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

I. SCOPE OF SERVICES/SPECIAL PROVISIONS

The CONSULTANT shall diligently and in a timely manner perform professional Mechanical, Electrical, Plumbing, Fire Protection, and Structural, Professional Engineering Design services for LIBRARY in connection with services for the OCLS Main Library Emergency Generator Replacement and Diesel Tank Removal and Replacement Project. The scope of services/special provisions is described in Exhibit A, Scope of Services, entitled, "OCLS Main Library Emergency Generator Replacement and Diesel Tank Removal and Replacement Project Scope of Services", which is attached to this Contract, and incorporated by reference herein. Any and all scope of services/special provisions hereto which vary from the general provisions shall have precedence. Any and all drawings shall have precedence over written specifications.

II. PAYMENT

A. **FEES:** The LIBRARY agrees to pay the CONSULTANT for the services described in Exhibit A, a lump sum fee not to exceed \$>_____said compensation to be paid as set forth herein. Payment shall be based upon method(s) established at time of award.

- B. **PAYMENTS:** The LIBRARY shall pay the CONSULTANT in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

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

- C. **SUSPENSION OF PROGRESS PAYMENTS BY LIBRARY:** In the event the CONSULTANT falls fifteen (15%) percent behind the Project completion schedule submitted in conformance with Article XI, Paragraph B of this Contract, no further progress payments will be made until the CONSULTANT brings the Project back on schedule or a revised schedule is submitted and approved or until all work has been completed and accepted the LIBRARY.

- D. **PAYMENT IN EVENT OF TERMINATION BY LIBRARY:** In the event this Contract is terminated or canceled prior to completion, payment shall be made in accordance with the provisions of Article VII.

- E. **CHANGES WITHIN SCOPE; ALLOWANCE OF ADDITIONAL COMPENSATION:** If instructed to do so in writing by the LIBRARY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. In all disputes arising over the right to additional compensation, the LIBRARY shall determine whether substantial acceptable work has been done on documents such that changes, revisions or preparation of additional documents should result in additional compensation to the CONSULTANT. The CONSULTANT's Proposals for additional compensation shall be based on the fee schedule set forth in Exhibit B. A written modification to the Contract shall be executed by both parties to reflect the additional services and cost of same, prior to commencement of performance.

- F. **TRAVEL AND PER DIEM:** Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statute.

- G. **FEE LIMITATION CLAUSE:** The CONSULTANT shall utilize the same hourly rates and multiplier in fee negotiations for subsequent phases of this project, except as provided by Article II, paragraph I, Price Adjustment. The number of hours required to complete each subsequent phase shall be negotiated at such time as the LIBRARY initiates fee negotiations for that phase.

H. **MULTIPLIERS**

The following multipliers are applicable to this contract and shall remain in effect and unchanged for the duration of the contract, including any extensions thereto:

1.	Prime Consultant	Multiplier
	>	>
2.	Sub-Consultants	Multiplier
	>	>
	>	>

I. **PRICE ADJUSTMENT**

Written request for a price adjustment may be made only under the following conditions:

- a. If a project specific contract's performance period exceeds three (3) years a price adjustment may be requested not more than sixty (60) days after the end of the three (3) year period and for each annual period thereafter or for the remaining period of the contract if less than one (1) year.
- b. For continuing contracts with a performance period that exceeds three (3) years, an adjustment may be requested not more than sixty (60) days after the end of three (3) years.
- c. Retroactive requests for price adjustments will not be considered.

The provisions of this clause shall not apply to contracts with fees based on ranges. Retroactive requests for price adjustments will not be considered.

Any request for a price adjustment will be subject to negotiation and must be approved by the LIBRARY Chief Financial Officer. Any request for such increase shall be supported by adequate justification to include Consumer Price Index (CPI) documentation. The CPI documentation shall be based on the All Items, CPI-U, U.S. City Average, not seasonally adjusted index. The prevailing CPI in the month when the contract was executed by the LIBRARY shall be the base period from which changes in the CPI will be measured for the initial request for a price adjustment. Any subsequent requests for a price adjustment shall be based on the CPI prevailing in the month when an amendment effecting a previous price adjustment was executed by the LIBRARY.

The maximum allowable increase shall not exceed the percent change in the CPI from the base period (either the month when the contract was executed by the LIBRARY or the month when an amendment effecting a price adjustment was executed by the LIBRARY) to the CPI prevailing at time of request for a price adjustment and in no case shall it exceed 4%. Any price adjustment shall only be effective upon the execution of a written amendment to the contract executed by both parties.

III. DESIGN WITHIN FUNDING LIMITATIONS

- A. The CONSULTANT shall accomplish the design services required under this Contract, when applicable, so as to permit the award of a contract (using standard LIBRARY

procedures for the construction of the facilities) at a price that does not exceed the estimated construction contract price as set forth in paragraph C below. When bids or Proposals for the construction contract are received that exceed the estimated price, the CONSULTANT shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Contract.

However, the CONSULTANT shall not be required to perform such additional services at no cost to the LIBRARY if the unfavorable bids or Proposals result from conditions beyond the CONSULTANT'S reasonable control. The LIBRARY shall exercise reasonable commercial judgment in making the controlling determinations as to whether such conditions are within the reasonable control of the CONSULTANT.

- B. The CONSULTANT will promptly advise the LIBRARY if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the LIBRARY will review the CONSULTANT'S revised estimate of construction cost. The LIBRARY may, if it determines that the estimated construction contract price set forth in this Contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph C below, or the LIBRARY may adjust such estimated construction contract price via amendment to this Contract. When bids or Proposals are not solicited or are unreasonably delayed, the LIBRARY shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or Proposals to determine compliance with the funding limitation.
- C. The estimated construction contract price for the project described in this Contract is **\$450,000**, or as modified by the LIBRARY.
- D. THE CONSULTANT and its subsidiaries, sub-contractors or affiliates who designed the project shall be ineligible for the award of the construction contract for that project.

IV. RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this Contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- B. The Project Manager and Project Engineer can be the same person or can be two (2) different individuals. If the Project Manager and the Project Engineer is the same person, then they must be currently employed by the FIRM and must be a Professional Engineer registered in the State of Florida. If the Project Manager and Project Engineer are two (2) different individuals, then the Project Manager must be currently employed by the FIRM, and at least one must be a Professional Engineer registered in the State of Florida.

- C. Substitution of the Project Manager, Project Engineer or Other Key Personnel: The CONSULTANT shall not substitute any key personnel without the prior written approval of the LIBRARY 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.
- D. Neither the LIBRARY'S review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LIBRARY in accordance with applicable law for all damages suffered directly or indirectly by the LIBRARY caused by the CONSULTANT'S negligent performance of any of the services furnished under this Contract. The rights and remedies of the LIBRARY provided for under this Contract are in addition to any other rights and remedies provided by law.
- E. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- F. The LIBRARY may require in writing that the CONSULTANT remove from the Project any of the CONSULTANT'S or sub-consultant(s) personnel that the LIBRARY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Contract Amount or Contract Time based on the LIBRARY's use of this provision will be valid. CONSULTANT and their sub-consultant(s) shall indemnify and hold the LIBRARY harmless from and against any claim by CONSULTANT'S or sub-consultant(s) personnel on account of the use of this provision.
- G. The LIBRARY will provide the CONSULTANT and their sub-consultant(s) a copy of the LIBRARY'S Rules of Conduct, which will apply to the CONSULTANT and their sub-consultant(s) personnel while on the LIBRARY'S own or leased property.

V. LIBRARY'S RIGHTS AND RESPONSIBILITIES

The LIBRARY shall:

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

VI. LIBRARY'S 'DESIGNATED' REPRESENTATIVE

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

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

VII. TERMINATION OF CONTRACT

A. TERMINATION FOR DEFAULT:

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

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

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

In the event of termination by the LIBRARY for any cause, the CONSULTANT will have, in no event, any claim against the LIBRARY for lost profits or compensation for lost

opportunities. After a receipt of a Termination Notice and except as otherwise directed by the LIBRARY the CONSULTANT shall:

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

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

B. TERMINATION FOR CONVENIENCE:

The LIBRARY, by written notice, may terminate this contract, in whole or in part, when it is in the LIBRARY's interest. If this contract is terminated, the LIBRARY shall be liable only for goods or services delivered and accepted. The LIBRARY Notice of Termination shall provide the CONSULTANT seven (7) days prior notice before it becomes effective. A termination for convenience may apply to individual purchase orders or to the contract in its entirety.

C. PAYMENT IN EVENT OF TERMINATION:

If this Contract is terminated before performance is completed, the CONSULTANT's sole and exclusive remedy is payment for work performed, and CONSULTANT shall be only paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount that is the same percentage of the Contract price as the amount of work satisfactorily completed is a percentage of the total work called for by the Contract. Any additional costs incurred by the LIBRARY as a result of such termination shall be deducted from the amount due the CONSULTANT, in the event the Contract termination is for cause as described herein.

VIII. TERMINATION NOTICE

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

IX. INDEMNITY/INSURANCE AND SAFETY REQUIREMENTS

CONSULTANT agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the LIBRARY's review or acceptance of insurance maintained by

CONSULTANT is not intended to and shall not in any manner limit or qualify the liabilities assumed by CONSULTANT under this contract. CONSULTANT is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

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

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

➤ **Required Liability Coverage:**

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

➤ **Required Liability Endorsements:**

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

➤ **Required Automotive Coverage:**

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

➤ **Required Automotive Endorsements:**

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

➤ **Required Workers' Compensation Coverage:**

- Workers' Compensation - The CONSULTANT shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any CONSULTANT using an employee leasing company shall complete the Leased Employee Affidavit.

➤ **Required Workers' Compensation Endorsements:**

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

➤ **Required Professional Liability Coverage:**

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

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

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

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

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

The certificate holder shall read:

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

INDEMNIFICATION - CONSULTANTS:

The CONSULTANT to the extent permitted in Section 725.08, Florida Statutes shall indemnify and hold harmless the LIBRARY and its officers and employees from liabilities damages, losses, and costs (including attorney's fees) to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of this Contract. The remedy provided to the LIBRARY by this paragraph shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise and shall survive the termination of this Contract.

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

The CONSULTANT shall at all times:

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

X.

TRUTH IN NEGOTIATION AND MAINTENANCE AND EXAMINATION OF RECORDS

- A. The CONSULTANT hereby represents, covenants and warrants that wage rates and other factual unit costs supporting the compensation provided for in this Contract are

accurate, complete and current as of the date of contracting. It is further agreed that the Contract price shall be adjusted to exclude any amounts where the LIBRARY determines the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

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

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

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

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

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

- 6) Compliance with applicable state statutes and LIBRARY Ordinances and regulations.
- E. Records and documents subject to audit shall also include those records and documents necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Contract. In those situations where CONSULTANT's records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), CONSULTANT agrees to provide the LIBRARY's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats.
- F. The LIBRARY and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the LIBRARY deems necessary throughout the term of this contract and for a period of five (5) years after final payment. Such activity shall be conducted during normal business working hours. The LIBRARY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying.
- G. The LIBRARY, during the period of time defined by the preceding paragraph, shall have the right to obtain a copy of and otherwise inspect any audit made at the direction of the CONSULTANT as concerns the aforesaid records and documentation.
- H. Records and documentation shall be made accessible at the CONSULTANT's local place of business. If the records are unavailable locally, it shall be the CONSULTANT's responsibility to ensure that all required records are provided at the CONSULTANT's expense including payment of travel and maintenance costs incurred by the LIBRARY's authorized representatives or designees in accessing records maintained out of the LIBRARY. The direct costs of copying records, excluding any overhead cost, shall be at the LIBRARY's expense.
- I. CONSULTANT shall require all payees (examples of payees include sub-consultants, insurance agents, material suppliers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between CONSULTANT and payee. Such requirements include a flow-down right of audit provisions in contracts with payees, which shall also apply to sub-consultants and sub-sub consultants, material suppliers, etc. CONSULTANT shall cooperate fully and shall cause all aforementioned parties and all of CONSULTANT's sub-consultants (including those entering into lump sum sub-contracts and lump sum major material purchase orders) to cooperate fully in furnishing or in making available to the LIBRARY from time to time whenever requested in an expeditious manner any and all such records, documents, information, materials and data.
- J. The LIBRARY's authorized representatives or designees shall have reasonable access to the CONSULTANT's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall have adequate and appropriate work space, in order to conduct audits in compliance with this article.
- K. Even after a change order proposal has been approved, CONSULTANT agrees that if the LIBRARY later determines the cost and pricing data submitted was inaccurate, incomplete, not current or not in compliance with the terms of the Contract regarding pricing of change

orders, then an appropriate contract price reduction will be made. Such post-approval contract price adjustment will apply to all levels of Consultants and/or sub-consultants and to all types of change order proposals specifically including lump sum change orders, unit price change orders, and cost-plus change orders.

- L. If an audit inspection or examination by the LIBRARY, or its designee, in accordance with this article discloses overpricing or overcharges (of any nature) by the CONSULTANT to the LIBRARY in excess of one-half of one percent (0.5%) of the total contract billings, the reasonable actual cost of the LIBRARY's audit shall be reimbursed to the LIBRARY by the CONSULTANT. Any adjustments and /or payments that must be made as a result of any such audit or inspection of the CONSULTANT's invoices and/or records and supporting documents shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the LIBRARY's findings to the CONSULTANT.

XI. OWNERSHIP OF DOCUMENTS

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

XII. WORK COMMENCEMENT/PROGRESS/DELAYS

- A. **COMMENCEMENT AND TERM OF JOB:** The services to be rendered by the CONSULTANT shall be commenced subsequent to the execution of this Contract and upon written notice to proceed from the LIBRARY or designee. Services shall be completed within 120 days after Notice to Proceed.
- B. **JOB SEGMENT DEADLINES:** A detailed segment completion schedule has been approved by the LIBRARY. Said segment completion schedule is attached hereto as Exhibit D and made a part hereof by this reference. The purpose of this schedule is to:
 - 1. Provide job segment deadlines for the CONSULTANT upon which the LIBRARY may rely;
 - 2. Provide guidance for the LIBRARY in honoring the CONSULTANT'S monthly invoices for progress payments called for in Article II(B) hereof; and
 - 3. Provide a framework against which the LIBRARY may suspend progress payments as provided in Article II C hereof.
- C. **CONFERENCES:** The LIBRARY will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of the LIBRARY, or of other agencies interested in the Project on behalf of the LIBRARY. Either party to the Contract may request and be granted a conference.

- D. **DELAYS NOT FAULT OF CONSULTANT; DISCRETIONARY EXTENSIONS OF COMPLETION TIME BY LIBRARY:** In the event there are delays on the part of the LIBRARY as to the approval of any of the materials submitted by the CONSULTANT, or if there are delays occasioned by circumstance beyond the control of the CONSULTANT which delay the Project Schedule completion date, the LIBRARY may grant to the CONSULTANT, by "Letter of Approval of Project Schedule" an extension of the Contract time or revision to the Project Schedule, equal to the aforementioned delays, provided there are no changes in compensation or scope of work. It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient Contract time remains within which to complete services on the Project. In the event there have been delays which would affect the Project completion date, the CONSULTANT shall submit a written request to the LIBRARY which identifies the reason(s) for the delay and the amount of time related to each reason.

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

E. **SUSPENSION OF WORK BY LIBRARY:**

1. Right of LIBRARY to Suspend Work and Order Resumption – The performance of CONSULTANT'S services hereunder may be suspended by the LIBRARY at any time. However, in the event the LIBRARY suspends the performance of CONSULTANT'S services hereunder, it shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by CONSULTANT. The LIBRARY shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT prior to the effective date of such suspension. LIBRARY shall thereafter have no further obligation for payment to the CONSULTANT unless and until the LIBRARY notifies the CONSULTANT that the services of the CONSULTANT called for hereunder are to be resumed. Upon receipt of written notice from the LIBRARY that CONSULTANT'S services hereunder are to be resumed, CONSULTANT shall complete the services of CONSULTANT called for in this Contract and CONSULTANT, shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to him under this Contract, same to be payable in the manner specified herein.

In no event will the compensation or any part thereof become due or payable to CONSULTANT under this Contract unless and until CONSULTANT has attained that stage of work where the same would be due and payable to CONSULTANT under the provision of this Contract.

2. Renegotiation by CONSULTANT; Right to Terminate – If the aggregate time of the LIBRARY'S suspension or suspension of CONSULTANT'S services exceeds one hundred twenty (120) days, then CONSULTANT and LIBRARY shall, upon request of CONSULTANT, meet to assess the services remaining to be performed and the total fees paid to CONSULTANT hereunder. The parties shall then have the opportunity of negotiating a change in fees to be paid to the CONSULTANT for the balance of the services to be performed hereunder. No increase in fees to the CONSULTANT shall be allowed unless based upon clear and convincing evidence of an increase in CONSULTANT'S costs attributable to

the aforesaid suspensions. If an increase in the CONSULTANT'S cost is demonstrated by clear and convincing evidence and the LIBRARY refuses to increase said fees, CONSULTANT may terminate this Contract by delivering written notice thereof to the LIBRARY within ten (10) days after the LIBRARY has given notice of its refusal to increase said fees.

XIII. STANDARDS OF CONDUCT

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

XIV. ASSIGNABILITY; EMPLOYMENT OF SPECIALISTS

- A. The CONSULTANT shall maintain an adequate and competent professional staff and may associate with such staff, professional specialists for the purpose of ensuring and enlarging its services hereunder, without additional cost to the LIBRARY. Should the CONSULTANT desire to utilize such specialists, the CONSULTANT is fully responsible for satisfactory completion of all work within the scope of this Contract.
- B. The CONSULTANT shall be responsible for the integration of all specialists or outside professional work into the documents and for all payments to such specialists or consultants from the fee heretofore stated. Services rendered by the CONSULTANT in connection with coordination of the services of the aforementioned personnel shall be considered within the scope of the basic Contract and no additional fee will be due the CONSULTANT for such work.

- C. All final plans and documents prepared by the CONSULTANT must bear the endorsement of a person in the full employ of the CONSULTANT and be duly registered as a Professional Engineer/Architect in the State of Florida.
- D. The CONSULTANT shall not assign any interest in this Contract and shall not transfer any interest in the same without prior written approval of the LIBRARY, provided that claims for the money due or to become due the CONSULTANT from the LIBRARY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the LIBRARY.

XV. INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY

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

XVI. EQUAL OPPORTUNITY

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

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

sub-contractor(s), the provisions of subparagraphs 1 and 2 of this Section shall be incorporated into and become a part of the sub-contract.

XVII. CONTROLLING LAWS

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

XVIII. CONTRACT CLAIMS

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

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

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

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

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

XIX. AVAILABILITY OF FUNDS

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

XX. PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this

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

XXI. TOBACCO FREE CAMPUS

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

XXII. VERIFICATION OF EMPLOYMENT STATUS

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

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

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

XXIII. ASBESTOS FREE MATERIALS

For contracts for design services, CONSULTANT shall provide a written and notarized statement on company letterhead to certify and warrant that the project was designed 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. CONSULTANT agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the design, CONSULTANT 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 that includes asbestos containing materials, the CONSULTANT shall also be liable for all costs related to the abatement of such asbestos.

XXIV.

DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

By executing this Contract, the CONSULTANT affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its sub-contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

XXV.

FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS:

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

XXVI. SEVERABILITY

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

XXVII.

PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)

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

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

and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to LIBRARY, upon request from LIBRARY's custodian of public records, in a format that is compatible with the information technology systems of LIBRARY.

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

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

XXVIII. SCRUTINIZED COMPANIES LIST

- A. By executing this Agreement, the CONSULTANT certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725 of the Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473 of the Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5) of the Florida Statutes, Space Florida may immediately terminate this Agreement for cause if the CONSULTANT is found to have submitted a false certification as to the above or if the CONSULTANT is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If LIBRARY determines that the CONSULTANT has submitted a false certification, LIBRARY will provide written notice to the CONSULTANT. Unless the CONSULTANT demonstrates in writing, within 90 calendar days of receipt of the notice, that LIBRARY's determination of false certification was made in error, LIBRARY shall bring a civil action against the CONSULTANT. If LIBRARY's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the CONSULTANT, and the CONSULTANT will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of LIBRARY's determination of false certification by the CONSULTANT.
- B. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition in this Section, this Section shall be null and void without further action of the parties.

CONSULTANT

Orange County Library Systems

Signature

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

Name Typed or Printed

Title

LIBRARY Sign Date

Consultant Signed Date

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that _____ does:

Name of Proposer

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 convictions of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for any 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 work-place through implementation of Paragraphs 1 through 5.

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

Proposer's Signature: _____

Proposer's Printed Name: _____

Date: _____

E VERIFICATION CERTIFICATION

Contract Y19->#->CA

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.

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: _____