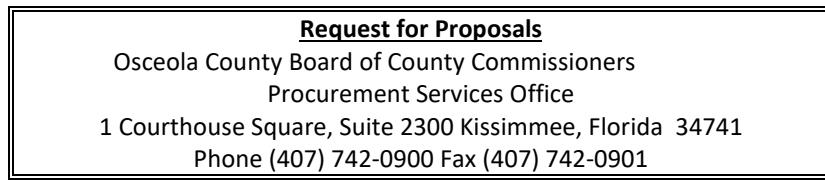


RFP-24-14678-LA	Due Date & Time: Tuesday October 8, 2024 @ 2:00 PM	Advertised Date: Sunday September 8, 2024 and Thursday September 12, 2024
Procurement Analyst: Luis A Aviles Email: luis.aviles@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title : Osceola Library System Master Facilities Plan		



To: All Prospective Proposers
 From: Luis A Aviles
 Subject: Solicitation Number: RFP-24-14678-LA/Osceola Library System Master Facilities Plan
 Date: September 9, 2024

Dear Potential Proposer:

Osceola County Government, an Equal Employment Opportunity (EEO) employer, does hereby announce that it is accepting written proposals from all qualified firms or individuals interested in providing the services generally described herein and as specified in the "Scope of Services" of this Request for Proposals (RFP) document. The successful proposer(s) must demonstrate by his/hers qualifications, experience, availability, approach and work plan that he/she will best serve the overall needs of Osceola County.

If you are interested in preparing a response to this RFP, please read requirements carefully and complete the proposal in the manner as set forth in this RFP document. Your response is considered a binding offer to perform in the manner described in the proposal response and shall remain a firm offer for a period not to exceed one hundred eighty (180) days from public opening. Also please be aware that, under the competitive proposal process, the stipulations set forth herein are fully binding on the proposer to the extent that you confirm acceptance by your signature on Attachment "F".

A Virtual Non-Mandatory Pre-Proposal conference will be held via Microsoft Teams on Tuesday, September 17, 2023, at 10:00 AM Local Time. Please note the meeting will be audio recorded.

Microsoft Teams meeting
Call in (audio only)
+1 407-906-2344, United States, Orlando
Phone Conference ID: 540 477 063#

Questions regarding this solicitation must be received in writing at the address above no later than September 23, 2024 at 12:00 PM, Local Time. Responses to those questions considered material to the solicitation shall be distributed via formal addenda and posted to the Osceola County VendorLink site; <https://vendorlink.osceola.org>. You may also access VendorLink by using the link located on the Procurement Services section page of www.osceola.org.

All proposers are advised that under chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

Osceola County welcomes your response to this RFP document. Proposals should be prepared in accordance with the RFP instructions and will be evaluated by Osceola County as stated in the evaluation section of this document. Osceola County reserves the right to waive any formalities, to reject any or all proposals or to re-advertise for proposals for these services. Osceola County may withdraw all or part of this RFP at any time to protect the interests of the County. All proposers are asked to be thorough yet concise in their response. Failure to provide the response in the manner prescribed herein may be grounds for disqualification.

Thank you for your interest in doing business with Osceola County.

Procurement Services Office

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Section I. Overview of Project.

A. Intent.

It is the intent of this solicitation to engage one or more qualified professional consultants to assess the current and future needs of Osceola County Library facilities and to develop a comprehensive Master Plan that will guide the growth and development of the library system for the next twenty (20) years (2025 through 2045). The Master Plan will address the needs for new facilities, expansions, renovations, and other infrastructure improvements necessary to ensure the library system meets the evolving needs of the community.

B. Background.

Osceola County, Florida was created in 1887. Osceola County is a 1,506 square mile area that serves as the south/central boundary of the Central Florida Region and the Greater Metropolitan Area. The City of Kissimmee, the County Seat, is 18 miles due south of Orlando. Osceola's other incorporated City, Saint Cloud, is 9 miles east of Kissimmee, and approximately 45 miles west of the City of Melbourne on the Atlantic Coast.

An urban and urbanizing area in the northwest quadrant of the County dominates Osceola County's geography. This area is adjoining to Polk and Orange County and includes most of Osceola's population. It includes the incorporated areas of Kissimmee and Saint Cloud, the unincorporated communities of Poinciana and Buenaventura Lakes, and incorporated subdivisions ranging from Narcoossee in the northeast to Campbell City and Intercession City in the southwest to Deer Run and the Saint Cloud Manor areas in the south.

C. Term of Agreement.

It is anticipated an Agreement will be awarded for a One (1) year term to begin upon approval and execution by the County; with the opportunity for an additional one (1) year renewal period when in the best interest of the County. Total contract length, including all renewals shall not exceed two (2) years. The decision to renew or extend the contract shall be at the discretion of the County. The successful proposer(s) shall be required to review the awarded services with the County on a semi-annual basis.

D. Minimum Requirements.

The County has identified the following minimum requirements to consider a Proposer "qualified" (Qualified Proposer). The County will "qualify" only those proposals, which, in its sole judgement are responsive to the following minimum requirements:

1. The Proposer should have an established track record of developing comprehensive Master Plans for public use facilities which may include Library systems.
2. The Proposer should have demonstrated experience in providing services of similar size and scope to this project to a minimum of three (3) governmental or private agencies within the last three (3) years from the date of issuance of the solicitation.
3. The Proposer, under its current business name, must also have a minimum of five (5) years of verifiable experience servicing municipal or other governmental agencies similar in size and scope to this project.

The proposer shall provide proof of the above minimum qualification by furnishing copies of letters, certificates, etcetera (as applicable); which clearly document said qualifications. Failure to provide said documentation with your proposal shall be grounds for deeming your proposal unresponsive and removing it from further consideration. This is a non-negotiable item.

E. RFP and/or Performance and Payment Bond.

A RFP/Performance and Payment Bond is not required for this project.

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Section II. Scope of Services and Technical Requirements.

A. Scope of Services:

Consultant will assess present and future County Library facilities needs and prepare a Master Plan for Library facilities to strategically guide the Library System's growth from Years 2025 through 2045.

B. Comprehensive Plan Development:

Develop a Plan to include but not limited to the following components:

1. Assess current library facilities and services in regard to how they compare with recognized standards such as those published by the Florida Library Association.
2. Engage with key stakeholders, including library staff, county officials, community groups, and the public, to gather input on current and future library needs.
3. Analyze Osceola County population growth trends and demographics and potential impacts on the need for library services.
4. Recommend the most effective areas for new service locations with the goal of creating parity in access to library services and resources for all Osceola County citizens.
6. Develop a comprehensive facilities plan that identifies potential facility types, renovations, expansions, and new constructions, with an estimated size and total budget for each facility. Where appropriate, the plan should take into account future needs and trends in library services and technologies.

C. Deliverables:

1. Executive Summary
2. Proposed Work Plan
3. Short and Long Term Priorities, Goals and Objectives with Timelines
4. Standards Analysis
5. Gap Analysis Report
6. Stakeholder Meetings and Presentations
7. Stakeholders Analysis Finding Report
8. Final report with recommended comprehensive facilities plan

D. Project Price and Schedule:

1. Osceola County requires that the Library Master Plan document, which compiles the above deliverables into a cohesive and comprehensive plan, be a focused, fast development process. The successful proposal will include a project management plan that can achieve a completed Library Master Plan within six (6) months of the awarded contract.
2. The Consultant shall submit in the price schedule (**Attachment F**) their Fee and **hourly rates**.

Section III. General Instructions for Proposal Preparation and Delivery.

A. Requesting the Solicitation Document.

The RFP documents are available on-line at no charge via the Osceola County VendorLink site: <https://vendorlink.osceola.org>. **Register as a vendor to download the solicitation documents.** You may also download the solicitation documents via the link located on the Procurement Services section page of www.osceola.org. Osceola County is not responsible for errors and omissions occurring in the transmission or downloading of any documents from these websites. In the event of any discrepancy between information on these websites and the hardcopy specifications, the terms of the hardcopy specifications shall prevail. For more information call the Procurement Services Office at (407) 742-0900. **Important:** The desire of Osceola County to pursue proposals shall in no way obligate the County to compensate you for your efforts or to execute a contract with your firm.

B. On-Line Service Provider Disclaimer.

VendorLink has no affiliation with Osceola County other than as a service that facilitates communication between the County and its vendors. VendorLink is an independent entity and is not an agent or representative of the County. Communications

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to VendorLink do not constitute communications to the County.

C. Solicitation Documents from Third Party Providers.

The Osceola County Procurement Services Office and its service provider VendorLink are the only authorized sources of solicitation documents/forms. Solicitation documents/forms obtained from any other third party source may contain an incomplete set of documents. Proposers using solicitation documents/forms obtained from any other third party source are advised to contact the Osceola County Procurement Services Office to provide a contact name, mailing address, phone number, fax number, and email address to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of Osceola County is prohibited.

D. Pre-Proposal Conference.

A VIRTUAL NON-MANDATORY PRE-PROPOSAL CONFERENCE will be held via Microsoft Teams on **Tuesday, September 17, 2024 at 10:00 AM** Local Time. Attendance is not mandatory, but is strongly encouraged.

IMPORTANT NOTE: It is imperative that all proposers have a clear understanding of the scope of services requirements. As such, the County reserves the right to change the **non-mandatory pre-proposal conference** to a **mandatory pre-proposal conference**. Therefore, in the event a mandatory pre-proposal conference is required and/or subsequently scheduled, attendance will be a pre-requisite for submitting a proposal; and proposals will only be accepted from those who are represented at a mandatory pre-proposal conference. Attendance at the pre-proposal conference will be evidenced by the proposer's/representative's signature on the attendance roster. In the event of a mandatory pre-proposal conference, the time, date, and location of the meeting will be noted in the released Addendum notifying such requirement. Please plan your travel time accordingly.

E. Interpretation and Questions.

All questions relating to this RFP document must be in writing and hand-delivered or delivered electronically through email or fax to the designated Procurement Services Office Representative **no later than Monday September 23, 2024, at 12:00 PM Local Time.** Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Procurement Services Office Representative. Any oral communications will not be authoritative and will not be binding on the County. It is the sole responsibility of the proposer to contact the Procurement Services Office prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each proposal. Addenda will be available to all proposers on the Osceola County VendorLink site: <https://vendorlink.osceola.org> and via the link located on the Procurement Services section page at www.osceola.org.

F. Preparation and Format.

Proposals should be prepared in a clear and concise manner to meet the requirements of the RFP. Emphasis should concentrate on conformance to the RFP instructions, responsiveness to the requirements, as well as completeness and clarity of content.

G. Page Limitation.

Proposal packages shall be limited to **not more than 30 PAGES**, printed on a single side of paper, with a font no less than twelve (12) point.

Note: Required attachments will not be counted in the 30-page limitation.

H. Completeness.

Proposals shall contain the information as required in this solicitation. Failure to submit all information as requested may result in a lowered evaluation score of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the County. The following list details the appropriate proposal format:

1. Selection dividers with tabs labeled. Tab "A" through Tab "E", to identify each required criteria in Section V;
2. All attachments shall be placed under the appropriate tab for that sub-section.
3. Currently valid Certificates of Insurance; and Local Business Tax Receipt (formerly known as Occupational License) shall be placed under Tab "A" of your proposal.

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I. Corporate Standing and Authorized Signatory.

The bidder or proposer must demonstrate that the company is in good standing and that the person signing this bid or proposal is authorized on behalf of the bidder or proposer to sign bids, proposals, negotiate and/or sign contracts, agreements, amendments and related documents to which the bidder/proposer will be duly bound. The bidder/proposer **must provide a copy of the State Certificate of Good Standing/Articles of Incorporation** listing the officers of the company. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

1. A copy of your Articles of Incorporation listing the approved signatories of the corporation
2. A copy of a resolution listing the members of staff as authorized signatories for the company.
3. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

J. Proposal Reproduction.

Please submit **five (5) copies of the proposal package**, one (1) unbound original and **four (4)** bound copies. The submittal MUST also include a single CD-ROM or memory stick containing the entire submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

K. Proposal Submittal and Delivery.

Sealed proposals must be received and date stamped in the Osceola County Procurement Services Office by **the Tuesday, October 8, 2024 at 2:00 PM local time deadline**. Proposals received after the stated date and time will not be accepted and will be returned unopened. **No exceptions will be made.** Proposals shall be submitted and delivered to the below address in a sealed, opaque envelope or packaging material, plainly marked on the outside with the following:

Osceola County Procurement Services Office
1 Courthouse Square, Suite 2300
Kissimmee, Florida 34741
RE: Solicitation **RFP-24-14678-LA**
Solicitation Title: **Osceola Library System Master Facilities Plan**
Date and time proposal is due: **Tuesday, October 8, 2024 at 2:00 PM Local Time**
Attention: **Luis A. Aviles**

For your convenience, Attachment "M" has been provided to properly identify and affix to your RFP response.

L. Improper Identification and Timeliness.

The County is not responsible for the failure of a proposer or the proposer's agent to submit responses in a timely manner or for a proposal that is not properly addressed or identified. Proposal delivery by electronic means, such as facsimile and e-mail, is not allowed.

M. Public Opening of Proposals.

Proposals will be announced publicly in the Procurement Services Office on the above appointed date and time or as soon thereafter as possible. Only the names of the respondents will be announced. All other information will be subject to Florida's Open Government Laws to Public Contracting.

N. Withdrawal of Proposals.

Proposals may not be withdrawn for a period of **one hundred eighty days (180)** days after the public opening date.

O. Ownership of Documents.

All documents resulting from this RFP solicitation shall become the sole property of Osceola County.

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Section IV. Proposal Schedule.

Tentative Schedule	
Task	Date
RFP Released to General Public	September 8, 2024
RFP Pre-Proposal Meeting (if applicable)	September 17, 2024 at 10:00 AM
Deadline for Questions by Interested Parties	Monday September 23, 2024 at 12:00 PM
Proposal Due Date and Opening	Tuesday, October 8, 2:00 at 2:00 PM
Evaluation and Selection	October 2024
Presentations, if required	TBD
Board of County Commissioners or County Manager's Approval of Contracts	November 2024

Section V. Proposal Response, Criteria, and Evaluation Point Values.

Evaluation Criteria	
Category	Points
A. Firm Qualifications and Experience	30
B. Similar Projects	35
C. Project Approach	20
D. Price Proposal / Fee Schedule (Attachment F)	15
E. Additional Information	0
Total Points	100

A. Firm Qualifications and Experience – Tab “A” (30 Points).

- Letter of Transmittal.** Provide a letter of transmittal, no longer than two (2) pages, signed by an authorized representative of the proposer, including a brief description of your firm's location, organization structure, and philosophy. (This section is *not* included in the overall proposal 30 page count.)
- Individuals and Qualifications.** Identify and include qualifications of specific individuals to be assigned to the project (include names, contact information, and resumes) and specify which services the individuals will provide to Osceola County.
- Sub-Contractors.** Proposers must list any sub-contractors that shall be used to accomplish the scope of services on the Proposed Schedule of Subcontractor Participation Form (Attachment “G”). If no subcontractors are going to be used, check the box for Subcontractors will not be utilized for this project at the top of the form.
- Litigation.** Please list any past and/or pending litigation or disputes relating to the work described herein that your firm

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has been involved in within the last five (5) years. The list shall include each project name and the nature of the litigation.

5. **Financial Information.** Provide an official letter from the proposer's financial institution detailing the financial status of the proposer. The letter shall include a contact name, address, phone number, and fax number. The failure to produce financial requirements may be grounds for disqualification of your offer.
6. **Insurance Certificates.** Provide copies of your current liability and workers' compensation Certificates of Insurance. The successful offeror will be required to provide Certificate(s) of Insurance evidencing coverage as required in Attachment "B" within five (5) business days of the notification of intent to award. **Note:** Policies other than Workers' Compensation shall be issued only by companies authorized to conduct business in the State of Florida, with active certificates of authority issued by the State of Florida, Department of Insurance.
7. **Corporate Standing and Authorized Signatories.** Proposers **must provide a copy of the State Certificate of good standing** listing the officers of the company. If the signatory is not one of the officers listed on the State Certificate, the bidder/proposer must complete the Articles of Incorporation / Corporate Documents Form (Attachment "I") or provide one of the forms of evidence of Signatory Authority listed in Section III, I Corporate Standing and Authorized Signatories.
8. **Public Entity Crimes.** Proposers must complete the Public Entity Crimes Statement (Attachment "C") and have it notarized.
9. **Conflict of Interest.** Proposers must provide disclosure of any potential conflict of interest due to any other clients, contracts, or property interests for this project only. Complete the Conflict of Interest Statement (Attachment "D") and have it notarized certifying that no member of your firm ownership, management, or staff has a vested interest in any aspect of this solicitation or any department within the Osceola County Government.
10. **Local Business Tax Receipt (formerly Occupational License).** Provide a copy of your Local Business Tax Receipt. Osceola County requires a Local Business Tax Receipt (formerly Occupational License) be held by all its contractors. Please contact the Tax Collector/Local Business Tax Receipt Office directly for information concerning this requirement at (407) 742-4000. In accordance with section 205.065, Florida Statutes, a current Department of Professional Regulation certificate may be provided in lieu of an Osceola Local Business Tax Receipt, with a copy of the corresponding Occupational License of the home state, county, or city.
11. **IRS W-9 Form.** Vendors that have not done business with the County or have not provided an updated W-9 Form within the past two (2) years, must complete IRS Form W-9, Request for Taxpayer Identification Number and Certification (Attachment "K") and submit with the proposal.

B. Similar Projects – Tab "B" (35 Points).

To demonstrate experience and success in conducting similar work, the proposer shall provide a minimum of three (3) references of similar size projects in similar circumstances with appropriate reference information, concentrating only on those projects completed within the last five (5) years or currently underway by the proposer's firm, as follows:

1. Client name, address, phone, fax number and email address;
2. Description of all services provided;
3. Performance period; and,
4. Total annual amount of contract.

Describe any significant or unique awards received or accomplishments made in previous, similar projects.

NOTE: Please do not include projects completed or currently underway with Osceola County Government.

C. Project Approach – Tab "C" (20 Points).

1. State your firm's technical approach to the project and the interpretation of the scope of services required.
2. Define the adequacy of resources, including personnel, labor, equipment and supply resources, and other requirements to provide the requested services.
3. Provide a clear statement of the specific services and tasks to be performed. Include information concerning each task and staff committed to accomplish each task.
4. Provide an implementation schedule for proposed services including any management and planning strategies.
5. Provide information regarding any proposed innovative concepts that may enhance the value and quality of the services to be performed.

D. Fee Schedule – Tab "D" (15 Points).

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The Price Proposal and Acceptance of Proposal Terms and Conditions Certification, Attachment "F", **page 24** shall be completed and included in Tab D. An authorized signatory must sign **page 25** attesting to knowledge of scope of services, committing to the prices as offered, and acceptance of the terms and conditions. This form must be notarized. As stewards of public funds, the County maintains all adopted budgetary parameters in the performance of its contracts. The ability of the successful proposer to maintain a sense of fiscal responsibility shall be favorably considered in the evaluation of proposals.

1. The Fee Schedule shall be evaluated as follows:

The lowest price receives the maximum points. The lowest price is then divided into, individually, by the other prices to determine the percentage. The percentage is then multiplied by the maximum points allowed. (The Weighted Score will be rounded to the nearest whole number.)

Example:

Vendor	Proposed Price	%		Maximum Score	=	Weighted Score
A	\$40,000	85%	X	25	=	21
B	\$37,500	90%	X	25	=	23
C	\$33,900	100%	X	25	=	25

33,900 divided by 37,500 = 90%; 90% x 25 = 23 (rounded to the nearest whole number)

(Note: this evaluation format should only be used if there is a total price that compares "apples to apples".)

E. Additional Information – Tab "F" (No Assigned Points). [REVISE CRITERIA/POINTS AS APPLICABLE]

Proposers may include a section for appendixes including promotional material or supporting documentation not otherwise requested herein. Please clearly designate this section in your response. This will be for informational purposes only.

Section VI. Evaluation Process.

A. Determining Responsibility.

In conjunction with the weighted criteria being used to determine the capability of the proposal, the County may also consider the proposer's ability to meet or exceed the following criteria:

1. The proposer's ability, capacity, and skill to perform the contract or provide the service within the time specified;
2. The quality of performance of previous contracts or services including previous performance with the County;
3. Previous and existing compliance by the proposer with laws and ordinances relating to the contract or service;
4. Financial resources of the proposer to perform the contract or provide the service; and,
5. Whether the proposer is in arrears to the County on a debt or a contract; whether the proposer is in default on surety to the County; or whether the proposer's taxes are delinquent.

B. Evaluation Committee.

The Evaluation Committee (EC) is comprised of qualified and recommended Osceola County staff members, professional County advisors, or local government staff or officials which are appointed by the County Manager or Designee in coordination with the requesting department. The EC shall consist of members who have experience, knowledge and/or expertise in the program area and service requirements of the solicitation. The Procurement Services Office Representative shall be the non-voting chair of the committee.

C. Initial Evaluation of Proposals.

The Procurement Services Office Representative shall perform the initial review of all proposals submitted for initial qualifications certification. This process includes, but is not limited to the following:

1. The proposal was submitted by the deadline;
2. All required documents have been submitted;

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3. All documents requiring an original signature have been signed and submitted; and,
4. Verification through the professional regulatory agency to ensure proper professional licenses or credentials, as required.

A checklist of the essential items required by the solicitation shall be prepared by the Procurement Services Office Representative and presented to the EC for consideration and action. The County, at its sole discretion, may utilize the services of one or more independent firms, consultants, technical experts, and/or services to assist in the review or to provide an assessment, evaluation, and/or opinion as to the merits or validity of the proposer's response to this RFP.

D. Presentations or Interviews.

The County may request that proposers provide presentations to the EC, County Manager, and/or Board of County Commissioners; and/or conduct interviews with the selected proposers regarding the qualifications, ability to furnish the required services, and all criteria set forth herein. The Procurement Services Office will notify all proposers of the County's decision to request presentations and/or interviews, as applicable. Pursuant to Florida Statute Chapter 286, any portions of a meeting, at which a vendor makes an oral presentation, or answers questions as part of a competitive solicitation, are exempt from Florida Statute 286.011 and Statute 24(b), Article I of the State Constitution.

E. Best and Final Offer and Negotiations.

The County may request that the respondents provide a Best and Final Offer submittal before final determination for recommendation of contract award. The contract negotiation team will include, at a minimum, a member from the Procurement Services Office and a member from the end use department. The County reserves the right to negotiate any and all elements of a contract resulting from this request for proposal. Pursuant to Florida Statute Chapter 286, any portion of a meeting, at which negotiation strategies are discussed, or negotiations with a vendor is conducted, are exempt from Florida Statute 286.011 and Statute 24(b), Article I of the State Constitution.

F. Right to Cancel or Reject.

A solicitation may be canceled, or any or all submittals in response to a solicitation issued by the County may be rejected, in whole or in part, without recourse, when it is in the best interest of the County in accordance with the Administrative Code, Chapter 3. The County reserves the right to accept or reject any or all proposals, or any part thereof, with or without cause, without recourse, to waive technicalities or irregularities, and to accept or reject proposals which, in its judgment, best serve the interest of the County. The County also reserves the right to reject the proposal from a proposer who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not in a position to perform the contract. The cost of submittal of this proposal is considered an operational cost of the proposer and shall not be passed on to or be borne by the County.

G. EC Tabulation.

The tabulation of the EC evaluation will be posted via the Osceola County VendorLink site: <https://vendorlink.osceola.org>. Tabulation of proposal selections may also be viewed via the link located on the Procurement Services section page of www.osceola.org. Interested proposers may also call the Osceola County Procurement Services Office for results.

H. Protests and Appeals.

Any prospective bidder or respondent, or any bidder or respondent who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Protest in accordance with the terms and conditions of Section 3.5 of the Osceola County Administrative Code.

I. Award of Contract.

1. The County Manager, or designee, shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract or agreement to the Board. The County Attorney's Office may review all contract documents. Other experts may be consulted to assist in this process.
2. The Procurement Services Office and the requesting Department will prepare the required award documents and make recommendations for approval to the Board of County Commissioners or County Manager. Upon award, the Chairman/Vice Chairman or County Manager, as applicable, will execute the agreement. The Board of County Commissioners retains full discretion to award or reject a contract, or authorize expenditures in the best interest of the County.
3. Non-Exclusive Contract: Award of this project shall impose no obligation on the County to utilize the successful proposer

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for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest.

4. **Ownership and Rights in Data:** Any work, product or deliverable report provided to the County as a result of work performed while under contract shall be considered the property of the County and may be used in any fashion the County deems appropriate. The County shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the successful proposer pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the awarded contract.

Section VII. General Terms and Conditions.

A. Fund Availability.

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. Osceola County abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

B. Prompt Payment Act.

Payments will be made pursuant to section 218.70, Florida Statutes, Florida's Prompt Payment Act.

C. Local Business Tax Receipt (formerly Occupational License).

Osceola County requires a Local Business Tax Receipt (formerly Occupational License) be held by all its contractors. Please contact the Tax Collector/Local Business Tax Receipt Office directly for information concerning this requirement at (407) 742-4000.

D. Permits, Licenses, or Fees.

Any permits, licenses, or fees required will be the responsibility of the proposer. The County will not entertain separate payment for these items.

E. Taxes.

Osceola County is tax exempt. As such, the County does not pay State of Florida Sales Tax or Federal Excise Tax. The County's State Sales Tax exemption number is 85-8013132398C-5 and the Federal Exemption Identification Number is 59-6000780.

F. Governing Laws and Venue.

Any contractual arrangement between Osceola County and the proposer shall be consistent with, and be governed by, the ordinances of Osceola County, the laws of the State of Florida, both procedural and substantive, and applicable federal statutes, rules, and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Osceola County, Florida.

G. Conflict of Interest.

All proposers must disclose, with their proposal, the name of any officer, director, or agent who is also an officer or employee of Osceola County. Furthermore, all proposers must disclose the name of any Osceola County officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the proposer's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the proposer or the cancellation of work. It is the sole responsibility of the proposer to ensure compliance with the County Administrative Code, Chapter 3, Section 3.3-2, Conflict of Interest. Please complete and submit Attachment "D" with your proposal response. The County may seek damages for the recoupment of losses in having to re-solicit or re-assign this project.

H. Additional Terms and Conditions.

No additional terms and conditions included within the proposal response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the proposer's authorized signature affixed to the proposal signature section attests to this.

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I. Liability.

The successful proposer shall act as an independent contractor and not as an employee of Osceola County. The successful proposer will be required to indemnify, defend, and hold and save harmless Osceola County, its officers, agents, and employees, from damages arising from the performance of, or the failure to perform, any task or duty required to be performed by the successful proposer.

J. Indemnification.

1. General Liability: The successful proposer will agree to be liable for any and all damages, losses, and expenses incurred to the County, caused by the acts and/or omissions of the successful proposer, or any of its employees, agents, sub-contractors, representatives, or the like. The successful proposer will agree to indemnify, defend and hold the County harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the successful proposer, or any of its employees, agents, sub-contractors, representatives or the like.
2. Patent or Copyright: The successful proposer shall indemnify and hold harmless, and defend the County and the Board of County Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands or actions at law or in equity, including court costs and attorney's fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by the successful proposer during or after completion of this project. These obligations shall survive acceptance of any goods, services and/or performance payment therefore by the County.

K. Insurance Requirement.

1. Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's Local Business Tax Receipt (Reference Section VII, letter C) with your proposal submittal.
2. The successful proposer(s) shall provide original certificates of Insurance, evidencing coverage as required in Attachment "B", to Osceola County Procurement Services within five (5) regular business days of the notification of the intent to award the Agreement. Certificates of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to Osceola County and shall name Osceola County Board of County Commissioners as the Certificate Holder.
3. All insurance certificates shall remain valid and in full force for the term of the Agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded Agreement.

L. Public Entity Crimes.

A person or affiliate who has been placed on the convicted contractor list, following a conviction for public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to any public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, in CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By completion and submittal of Attachment "C" and signature on this solicitation, the proposer certifies that it is qualified to do business with Osceola County in accordance with all Florida Statutes.

M. Acceptance of Goods/Services.

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to section 218.70, Florida Statutes, until such time as the successful proposer takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County may refuse final acceptance of the goods/services.

N. MWBE, LSBE and SDVBE Programs.

The Osceola County Board of County Commissioners has established a Minority and Woman-owned Business Enterprise (MWBE) and Local Small Business Enterprise Programs (LSBE) with a combined goal of 25% contractor and subcontractor participation. The purpose of these programs is to promote and encourage the participation of MWBE and LSBE as Contractor or Subcontractor on County awards.

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Proposers must include a list of subcontractors by completing Attachment "G", Proposed Schedule of Subcontractors Participation, which identifies which firms are MWBE, SDVBE and LSBE and the proposed percentage of the dollar value of the contract to be performed by each firm.

During the term of the agreement, Contractors using Subcontractors will be required to report on the percentage and the dollar value of the contract performed by MWBE, SDVBE and LSBE Subcontractors at the time of submission of each pay application or invoice.

The Osceola County Board of County Commissioner has established a Service Disabled Veteran's Business Enterprise (SDVBE) Program to address the economic disadvantage of service-disabled veterans. Whenever the County is considering two (2) or more bids, proposals, or responses to a solicitation for the procurement of goods, services and/or construction, which are equal with respect to price, quality and services where at least one (1) response is from a certified SDVBE, the County shall award the agreement to the SDVBE.

O. Drug-Free Workplace Preference.

Certification of an implemented drug-free workplace program must be included with the RFP response when submitted. If your firm has implemented a drug-free workplace program, please complete Attachment "E", Drug-Free Workplace Certification and include with your RFP response.

P. Audits and Records—Responsibilities of Successful Proposer.

Before or after an agreement is prepared and executed, the successful proposer may be required to disclose their financial condition in a specified manner. In addition, subsequent to an agreement being executed, the successful proposer must maintain financial records and reports relating to funds paid by any parties for work on the matters which are the subject of this RFP document, and submit reports to the County in the form and frequency requested. The successful proposer must maintain books, records, documents, and other evidence according to generally accepted accounting principles, procedures, and practices, which sufficiently and properly reflect all costs of any nature expended in the performance of the resulting contract, and retain said copies for a period of no less than three (3) years after termination of the project. The aforesaid records, books, documents, and other evidence shall be subject at all times to inspection, review, or audit by the County Commission Auditor or its designee. The successful proposer shall include these aforementioned audit and record keeping requirements in contracts and subcontracts thereto entered into by the successful proposer with any party for work required in the performance of this project.

Q. Additional Information.

The Osceola County Procurement Services Office reserves the right to request any additional information needed for clarification from any proposer for evaluation purposes.

R. Equal Opportunity.

Osceola County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All proposers are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements. A copy of the County's Equal Employment Opportunity policy is available upon request.

S. Proposal Use by Other Agencies.

All proposers submitting a response to this RFP document agree that such response may also constitute a proposal to other governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this proposal. Each governmental agency desiring to accept this proposal, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this proposal. This agreement in no way restricts or interferes with the right of any governmental agency to competitively procure any or all items.

T. Lobbying; Lobbying Black-Out Period; Questions Regarding the RFP.

1. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the County Manager, any requesting or evaluating department/division personnel and/or any member of the

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evaluation committee concerning an active solicitation during the Black-Out period.

2. The Lobbying Black-Out Period commences upon the issuance of this solicitation document.
3. The Lobbying Black-Out Period for awards requiring Board approval concludes at the beginning of the meeting at which the Board will be presented the award(s) for approval or request to provide authorization to negotiate a Contract(s). If the Board refers the item back to the County Manager for further review or otherwise does not take action on the item, the Lobbying Black-Out Period will be reinstated until such time as the Board meets to consider the item for action.
4. The Lobbying Black-Out Period for awards requiring County Manager Approval concludes upon issuance of a Notice of Intent to Award.
5. Bidders, Respondents, potential Vendors, service providers, Lobbyists, Consultants, or Vendor representatives shall not contact any Board Member, the County Manager, any requesting or evaluating Department/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the Black-Out Period.
6. All questions and procedural matters shall be directed to the Procurement Services Office. Except in response to communications initiated by authorized County representatives, contact by Bidders or Respondents to any Board Member, the County Manager, any requesting or evaluating County Personnel, or any member of the Evaluation Committee, initiated during the Black-Out Period, may result in disqualification from the Solicitation Process.
7. Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Procurement Services Office Representative, in writing, by the cutoff date and time stated herein.
8. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end period as established in items (3) and (4) of this section, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

U. Office of Record.

The Osceola County Procurement Services Office shall be the official “office of record” for all information transactions and data disbursements associated with this solicitation. The Procurement Services Office may be reached Monday through Friday between 8:00 a.m. to 5:00 p.m. at 407-742-0900 (phone) or 407-742-0901 (fax).

V. Public Records.

Under chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.

W. Time of Performance.

The services described herein and on the attached shall be performed in a prompt and correct manner within the standards of good and ethical productivity as negotiated between the County and the successful proposer. All proposers are asked to provide the best estimate for compliance with the scope of work as established by the solicitation. All contract time lines will be based on the projected scope and the estimated time for performance.

X. Attachments and Exhibits.

All attachments and exhibits hereto are made a binding part of this solicitation by this reference.

Y. Cost of Submittal.

The proposer understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Proposer and shall not be passed on to, or be borne by, the County.

Z. Certification of Independent Price Determination.

By submission of a response, the Proposer certifies that in connection with this proposal: The prices in this proposal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor.

AA. Responsibility of Proposer.

By submitting a proposal, the Proposer certifies that the Proposer has fully read and understands this RFP document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services

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to be provided; and the conditions under which the services are to be performed.

BB. Employment Eligibility Verification (E-Verify).

Pursuant to Florida Statutes, Section 448.095, the successful Proposer shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the successful Proposer shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the successful Proposer stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the successful Proposer must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement without regard to any notice otherwise required herein. In the event the County incurs costs as a result of the successful Proposer's breach of this provision, any and all such costs shall be paid by the successful Proposer immediately upon receipt of notice of the same from the County. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

CC. Sovereign Immunity.

The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Solicitation to the contrary, nothing in this Solicitation shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of County for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Solicitation shall inure to the benefit of any third party for the purpose of allowing any claim against the County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

DD. Estimated Quantities.

Reserved.

EE. Public Emergencies.

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Osceola County shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Osceola County are protected from any emergency situation that threatens public health and safety as determined by the County. The Proposer agrees to rent/sell/lease all goods and services to the County or governmental entities on a "first priority" basis. The County expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Proposer provide the County with products and/or services not under the awarded Agreement, the County expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

FF. Scrutinized Companies Clause.

Reserved.

GG. Public Records Compliance.

1. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:**

Custodian of Public Records
c/o Public Records Coordinator
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741
(407) 742-2395
PublicRecords@osceola.org

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2. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR will act on behalf of the COUNTY, as provided under section 119.011(2), Florida Statutes, the CONTRACTOR, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

- a. Keep and maintain public records required by the COUNTY to perform the service.
- b. Upon request from the COUNTY'S custodian of public records, provide the COUNTY 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 by Florida law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
- d. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the county.
- e. If the CONTRACTOR does not comply with a public records request, the COUNTY shall enforce the contract provisions in accordance with the contract.

HH. Living Wage Incentives (LWI):

It is the intent of the County, by providing opportunities to reward existing and/or new employers providing a Living Wage to their employees, to promote a just and sustainable local economy. As a result, Living Wage Certified (LWC) employers are strongly encouraged to participate in the County's solicitation processes. This is further encouraged through incentives.

Whenever appropriate, the incentive will provide for up to five (5) points for a Living Wage Certified (LWC) vendor as one component of the established evaluation criteria. The solicitation documents will specifically identify the amount of available points. A LWC vendor would then be eligible for the specified points.

II. Responsible Vendor Determination:

Prospective Vendor is hereby notified that Florida Statutes, Section 287.05701, requires that the County may not request documentation of or consider a vendor's social, political or ideological interests when determining if the responding party is a responsible Vendor.

JJ. Attachments:

The CONTRACTOR hereby certifies and acknowledges the truthfulness and accuracy of any and all documents or attachments of any kind submitted to the COUNTY as part of the CONTRACTOR's response to COUNTY's solicitation for the Agreement. All such documents and/or attachments are hereby ratified and if the CONTRACTOR knowingly submitting such documents and/or attachments to the COUNTY with false or incorrect information such submittal shall be deemed a material breach of this Agreement for which automatic termination without notice shall be justified. Any such termination shall be in addition to any and all other remedies available to the COUNTY.

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ATTACHMENT "A"
Statement of "No Proposal Submittal"

If you do not intend to submit on this requirement, please complete and return this form prior to date shown for receipt of proposals to: Osceola County Procurement Services Office, 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741.

I/WE HAVE DECLINED TO PROPOSE TO **RFP-24-14678-LA**, titled "**Osceola Library System Master Facilities Plan**" for the following reason(s):

- Proposal requirements too "restrictive".
- Insufficient time to respond to Request for Proposal.
- We do not offer this service.
- Our schedule would not permit us to perform.
- Unable to meet requirements.
- Unable to meet insurance or bond requirements.
- Scope of Services unclear (please explain below).
- Other (please specify below).

REMARKS: _____

Typed Name and Title _____

Company Name _____

Address _____

Signature and Title _____

Date ____/____/____

Telephone Number _____

Fax Number _____

E-mail Address _____

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ATTACHMENT "B"
Insurance Requirements

A. **Insurance.** The successful Proposer/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the County, in the form of a certificate *prior* to the start of any work, nor shall the successful Proposer/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. **Limits.** The successful Proposer/Contractor and/or subcontractor shall maintain the following types of insurance, with the following respective minimum limits:

1. AUTOMOBILE PUBLIC LIABILITY - \$1,000,000 Combined Single Limit
2. GENERAL LIABILITY - One Million Dollars (\$1,000,000) any single occurrence;
 - a. Damage to Rented Premises – Fifty Thousand Dollars (\$50,000) any single occurrence;
 - b. Medical Expense – Five Thousand Dollars (\$5,000) Any one person;
 - c. Personal & Advertising Injury – One Million Dollars (\$1,000,000)
3. GENERAL AGGREGATE – Two Million Dollars (\$2,000,000);
4. EXCESS/UMBRELLA COVERAGE – One Million Dollars (\$1,000,000);
5. PROFESSIONAL LIABILITY – One Million Dollars (\$1,000,000);
6. PRODUCTS - COMPLETED OPERATIONS LIABILITY AGGREGATE – Two Million Dollars (\$2,000,000); and,
7. WORKER'S COMPENSATION – covering the statutory obligation for all persons engaged in the performance of the Work required hereunder and Employers' Liability insurance with limits not less than \$1,000,000 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. In case any class of employees engaged in hazardous work under an agreement at the site of the project is not protected under the Worker's Compensation statute, the successful Bidder/Contractor shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the COUNTY, for the protection of its employees not otherwise protected.

C. **Certificates of Insurance.** The successful Proposer/Contractor and/or subcontractor shall provide the County's Procurement Services Office with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the County at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:

Osceola County Board of County Commissioners
c/o Director of Human Resources
1 Courthouse Square, Suite 4200
Kissimmee, Florida 34741

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

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Procurement Analyst: Luis A Aviles Email: luis.avilescintron@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title : Osceola Library System Master Facilities Plan		

***NOTE – FOR CONTRACTING PURPOSES THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO OSCEOLA COUNTY PROCUREMENT SERVICES, 1 COURTHOUSE SQ., SUITE 2300, KISSIMMEE, FL 34741**

- D. **County as Additional Insured.** The successful Proposer/Contractor and/or subcontractor shall name the “Osceola County Board of County Commissioners and Osceola County” as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the County with proof of same.
- E. **Waiver.** Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Proposer’s/Contractor’s obligation to fulfill the insurance requirements specified herein.
- F. **Subcontractors.** The successful Proposer/Contractor shall ensure that any sub-contractor(s) hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain sufficient liability insurance commensurate with the scope/size of the project assigned. However, in no case shall any required insurance limit be less than One Million Dollars (\$1,000,000), unless statutory limits apply. In addition, the successful Proposer/Contractor shall maintain proof of same on file and make readily available upon request by the County.
- G. **Loss Deductible Clause.** The County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Proposer/Contractor and/or subcontractor providing such insurance.
- H. **Additional Requirements:** All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers’ Compensation policies shall have a waiver of subrogation in favor of Osceola County. The liability policies shall be Primary/Non-Contributory.

Initials of Signatory: _____ Date: _____

The County reserves the unilateral right to modify the insurance requirements set forth at anytime during the process of solicitation or subsequent thereto.

>>>Failure to submit this form may be grounds for disqualification of your submittal<<<

[INSERT APPROPRIATE COI HERE, BASED ON THE TYPE GOODS/SERVICES BEING PROCURED.]

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ATTACHMENT "C"
Public Entity Crimes Statement

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal, ITN, or Contract Number **RFP-24-14678-LA**, for **Osceola Library System Master Facilities Plan**.
2. This sworn statement is submitted by _____ whose business address is
[Name of entity submitting sworn statement]
Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).
3. My name is _____ and my relationship to the above is
[Please print name of individual signing]
_____.
4. I understand that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, means a violation of any state or federal *law* by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in section 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that "affiliate" as defined in section 287.133(1) (a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a *prima facie* case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies].**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who is active in the management of the entity, nor any affiliate of the entity have been convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders,

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Title : Osceola Library System Master Facilities Plan		

employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND [Please indicate which additional statement applies].

There has been a proceeding concerning the conviction before a judge or hearing officer of the State of Florida, Division of Administrative Hearings, or a court of law having proper jurisdiction. The final order entered by the hearing officer or judge did not place the person or affiliate on the convicted contractor list. [Please attach a copy of the final order.]

The person or affiliate was placed on the convicted contractor list. There has been a subsequent proceeding before a court of law having proper jurisdiction or a judge or hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the judge or hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted contractor list. [Please attach a copy of the final order.]

The person or affiliate has not been placed on any convicted vendor list. [Please describe any action taken by or pending with the State of Florida, Department of Management Services.]

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment "C", Public Entity Crimes, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this _____ day of _____, 20____, by _____
as _____
_____, who personally swore or affirmed that he/she is authorized to execute this
document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as
identification.

(stamp)

NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH RFP
>>>Failure to submit this form with your RFP response may disqualify your submittal. <<<

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ATTACHMENT "D"
Conflict of Interest Statement

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

A. I am the _____ of _____ with a local office
(Insert Title) (Insert Company Name)
in _____ and principal office in _____.

B. Said entity is submitting this proposal/offer to **RFP-24-14678-LA**, titled "**Osceola Library System Master Facilities Plan**".

C. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

E. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any County Office or Department.

I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within Osceola County government.

J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the County in writing.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this _____ day of _____, 20____, by _____
as _____, who personally swore or affirmed that he/she is authorized to execute this
document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as
identification.

(stamp)

NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH PROPOSAL
>>>Failure to submit this form with your PROPOSAL may disqualify your response. <<<

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ATTACHMENT "E"
Drug-Free Workplace Certification

The drug-free certification form below must be signed and returned with the RFP response.

In order to have a drug-free workplace program, a business shall:

- (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' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and 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 the first paragraph.
- (4) In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment E, Drug-Free Workplace Certification, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this _____ day of _____, 20____, by _____
as _____, who personally swore or affirmed that he/she is authorized to execute this
document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as
identification.

NOTARY PUBLIC, State of _____

(stamp)

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Title : Osceola Library System Master Facilities Plan		

PLEASE COMPLETE AND SUBMIT WITH RFP RESPONSE – IF APPLICABLE

RFP-24-14678-LA	Due Date & Time: Tuesday October 8, 2024 @ 2:00 PM	Advertised Date: Sunday September 8, 2024 and Thursday September 12, 2024
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ATTACHMENT "F"
Price Proposal and Acceptance of Proposal Terms and Conditions Certification

Description	Estimated Cost
Osceola Library System Master Facilities Plan	\$

ITEM	DESCRIPTION	PROPOSED HOURLY RATES*
1.	Principal In Charge/Partner	\$
2.	Project Managers	\$
3.	Certified Public Accountant	\$
4.	Sr. Financial Analyst	\$
5.	Financial Analyst	\$
6.	Senior Associate/Research Analyst	\$
7.	Associate/Research Analyst II	\$
8.	Associate/Research Analyst I	\$
9.	Sr. Performing Arts Planner	\$
10.	Performing Arts Planner	\$
11.	Demographer	\$
11.	Technician	\$
12.	Clerical/Support	\$
13.	OTHER (Specify):	\$

*Proposed Hourly rates in the above tables are "loaded" hourly rates and include all overhead, costs, benefits per hourly unit rate.

**In the event additional services are required, the established Hourly Rates will be used for quoting purposes.

***Travel and Per-Diem expenses are limited to those where travel is greater than seventy-five (75) miles one-way and shall be reimbursed at the current IRS rates for the Kissimmee market.

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the scope of services and other documents including Addenda, if any, on file at the Procurement Services Office for the price set forth herein in **Attachment "F"**. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

Authorized Signatory

Printed Name

Title

Date

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Title : Osceola Library System Master Facilities Plan		

Firm Name: _____

Mailing Address: _____

Phone/Fax/E Mail Address: _____

Purchase Order Delivery E-Mail: _____

NOTARY:

STATE OF _____)

COUNTY OF _____)

Sworn and Subscribed before me this _____ day of _____, 20 _____

Personally known: _____

Or Produced Identification: _____

Notary Public - State of: _____ Commission Expires: _____

Authorized Signature: _____ Date: _____

>>>Failure to submit this form may disqualify your response<<<

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ATTACHMENT "G"
PROPOSED SCHEDULE OF SUBCONTRACTOR PARTICIPATION
(WITH MWBE, SDVBE, and LSBE DESIGNATION)

Subcontractors will not be utilized for this project.

<u>Minority Code</u>	<u>Code Description</u>	<u>Minority Code</u>	<u>Code Description</u>
AA	African American	W	Woman
A	Asian/Pacific Islander	SDVBE	Service Disabled Veteran
H	Hispanic	LSBE	Local Small Business Enterprise
NA	Native American		

The Proposer, _____, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with Osceola County.

I declare that I have read the terms and conditions of the solicitation and the statement in this bid submission are true to the best of my knowledge.

Signature:

Date:

Print Name:

Title:

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ATTACHMENT "H"

Addendum Acknowledgment

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.	Addendum # _____ through # _____ Initial: _____ Date: _____
Company Name	Company Address
Authorized Signatory (Signature):	
Printed Name:	Title:

>>>Failure to submit this form may disqualify your response<<<

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ATTACHMENT "I"

Articles of Incorporation / Corporate Documents

Bidder/Proposer must include a copy of their **State Certificate of Good Standing/Articles of Incorporation**, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

1. A copy of the Articles of Incorporation listing the approved signatories of the corporation.
2. A copy of a resolution listing the members of staff as authorized signatories for the company.
3. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

Complete the information below and submit with the bid or proposal:

Type of Organization:

Corporation Partnership Non-Profit
 Joint Venture Sole Proprietorship

State of Incorporation: _____

Principal Place of Business: _____

City/County/State _____

Federal I.D. or Social Security number: _____

>>>Failure to submit this form may disqualify your response<<<

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Title : Osceola Library System Master Facilities Plan		

ATTACHMENT "J"
Vendor Demographics Survey

Company Name: _____
 Company Address: _____
 City, State, and Zip: _____
 Telephone: _____ Fax: _____ Email: _____

1. How many people comprise your workforce? _____
2. Based on your current workforce, how many employees are residents of Osceola County? _____
3. Is your company currently certified as a Local Small Business Enterprise, minority, woman, or service-disabled veteran owned business (MWBE or SDVBE) with Osceola County? (For more info, call (407) 742-0900 prior to RFP due date.)

_____ Yes _____ No

If yes, please enclose a copy of your Certificate with your RFP submission.

4. Based on your total workforce, please provide the number of workers your company employees by the ethnic affiliations listed in the chart below.

	Male	Female
Hispanic / Latino		
Caucasian / White		
African American/Black		
Asian / Pacific Islander		
American Indian / Native American		

Thank you for participating in this survey.

Preparer's Name (print please): _____

Preparer's Signature: _____

Date: _____

Rev. June 2011

RFP-24-14678-LA	Due Date & Time: Tuesday October 8, 2024 @ 2:00 PM	Advertised Date: Sunday September 8, 2024 and Thursday September 12, 2024
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ATTACHMENT "K"

**Osceola County Board of County Commissioners
SUBSTITUTE W-9/VENDOR UPDATE FORM**

This form is to be used by Divisions/Departments/Offices to request the Comptroller's Office to add a vendor currently not in the OneSolution System. Vendor to complete the information on this form.

Please print or type	Name (as shown on your income tax return). Name is required on this line; do not leave line blank.		
	Business Name/disregarded entity name, if different from above		
	Physical Address (Number, Street and Apt. or Suite No., City, State and ZIP Code (5 + 4)		
	Contact Person	Phone # (w/area code)	Fax # (w/area code)
	Email Address (1)	Web Site Address	
	Remittance Address (Number, Street and Apt. or Suite No./ or PO Box No., City, State and ZIP Code (5 + 4)		

Part I	Taxpayer Identification Number (TIN)	Social security number or Employer identification number
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). Foreign person to complete applicable W-8.		
Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exempt from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►.... Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
<input type="checkbox"/> Other (see instructions) ►.... _____		

Are any officers, owners, or partners employees of Osceola County? Yes No

Part II **Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of
U.S. person ►**

Date ►

*Osceola County collects your social security number for the following purposes: classification of accounts; identification and verification; billing and payments; reconciliation, tracking, and tax reporting. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.

To be completed by the Division/Department/Office		
Requestor	Division/Department/Office	Date
To be completed by the Comptroller's Office		
Vendor #	Clerk's Initials	Date

RFP-24-14678-LA	Due Date & Time: Tuesday October 8, 2024 @ 2:00 PM	Advertised Date: Sunday September 8, 2024 and Thursday September 12, 2024
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ATTACHMENT "L"
Reserved

RFP-24-14678-LA	Due Date & Time: Tuesday October 8, 2024 @ 2:00 PM	Advertised Date: Sunday September 8, 2024 and Thursday September 12, 2024
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Title : Osceola Library System Master Facilities Plan		

ATTACHMENT "M"
Solicitation Response Identification Label

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below, and affix the label on the outer surface of the envelope or package.

Osceola County requests that all visitors check-in at the Procurement Services reception desk. If you are hand-delivering a solicitation, a time/date stamp is available at the reception desk. The solicitation submittal envelope or package and label will be date stamped by a receptionist who will notify the appropriate Procurement staff. A record of all deliveries and delivery times will be documented at the Procurement Services reception desk and such record will be retained by Procurement Services.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO YOUR SOLICITATION REPLY ENVELOPE OR PACKAGE.

Cut out the label and tape it to the outer sealed solicitation envelope or package.

X-----

SEALED BID*****DO NOT OPEN*****SEALED BID*****DO NOT OPEN		
SOLICITATION NUMBER	RFP-24-14678-LA	
SOLICITATION TITLE	Osceola Library System Master Facilities Plan	
PROCUREMENT ANALYST	Luis A Aviles	
DUE DATE	Tuesday, October 8, 2024	TIME: 2:00 P.M. Local Time
BIDDER TO PROVIDE /COMPLETE INFORMATION BELOW		
FROM FIRM NAME		
FIRM ADDRESS		
CITY, STATE, ZIP		
PLEASE DELIVER TO OSCEOLA COUNTY PROCUREMENT SERVICES OFFICE. 1 Courthouse Square, Suite 2300, Kissimmee FL 34741		
Bids may not be delivered to any other Osceola County office location. It is BIDDER'S responsibility to ensure that the bid is received in the Procurement Services Office by the stated date and time. Any bid received after this date and time will not be accepted or considered.		