

**AMENDMENT NO. 1
CONTRACT NO. Y20-186D, FINANCIAL LEGAL COUNSEL**

EFFECTIVE DATE: June 1, 2023

By mutual agreement, the subject contract is changed as follows:

1. The contract is hereby renewed for the period of June 1, 2023 through May 31, 2024.

The total amount of the contract remains unchanged, and all other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

**GREENBERG TRAURIG, PA
450 S. Orange Ave., Suite 650
Orlando, FL 32810**

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**

By: _____



Print Name: Michael Watkins

Kathy Saldutti

Title: Shareholder

Procurement Division

Date: October 21, 2022

Date: 10/21/2022

CONTRACT NO. Y20-186-D
FINANCIAL LEGAL COUNSEL
ENGAGEMENT LETTER
SPECIAL SERVICES BOND COUNSEL

June 1, 2020

Greenberg Traurig, P.A.
450 South Orange Avenue, Suite 650
Orlando, Florida 32801

Debi V. Rumph
933 Lee Road, Suite 301
Orlando, Florida 32810

Dear Ladies and Gentlemen:

This letter sets forth the terms of Orange County's engagement of Greenberg Traurig, P.A. and Debi V. Rumph (collectively, the "Firms") to serve as Special Services Bond Counsel to Orange County for the continuing disclosure and the issuance from time to time of revenue bonds, revenue refunding bonds, notes and other instruments of indebtedness, and to provide the services described in the Scope of Services (the "Bonds and Services"). Financial Legal Counsel service for such Bonds and Services shall be governed by the terms of this engagement letter regardless of the closing date for each such transaction.

The scope of the services that the Firms will provide, the basis upon which you charge fees therefor, and the other terms of this engagement are as follows:

DEFINITION: SPECIAL SERVICES BOND COUNSEL

The County requests proposals from qualified law firms interested in serving as Bond and Tax Counsel in connection with the following:

- A. Tourist Development Tax (TDT) Revenue Bonds issued from time to time to finance or refinance costs in connection with allowable projects. The TDT bonds will be secured primarily by a pledge of and a lien upon available TDT revenues of the County pursuant to Section 125.0104, Florida Statutes. In addition, payments of TDT under the 2007 Community Venues Interlocal Agreement, as amended, to provide funding support for the County and City of Orlando to finance and construct an events center, performing arts center, and renovate the Citrus Bowl.
- B. Lease financing used to acquire services, equipment, and facilities. The County has issued Certificates of Participation in the past and used a master lease as well. The County may choose to do so again at some future point.

- C. Tax increment financing issued from time to time to finance or refinance costs in connection with allowable projects. This typically involves Property Tax Increments (TIF) revenues or Community Redevelopment Agency (CRA) revenues.
- D. Special assessment financing issued from time to time to finance or refinance costs in connection with allowable projects. This could include financings involving Community Development Districts. The County has previously used a bank loan agreement for capital projects backed by assessments from Municipal Service Benefit Units (MSBU). The County is often presented with opportunities to assist residents in forming MSBU and Municipal Service Taxing Units (MSTU) as part of funding public improvements.
- E. Assistance in the review and approval of conduit debt that appears before the County from time to time. The County is routinely involved in the analysis and approval of conduit finance initiated through the five County authorities (Orange County Health Facilities Authority, Orange County Housing Finance Authority, Orange County Educational Facilities Authority, Orange County Industrial Development Authority, and Orange County Research and Development Authority).

**SCOPE OF SERVICES FOR FINANCIAL LEGAL COUNSEL SERVICES
AS SPECIAL SERVICES BOND COUNSEL**

Throughout the term of the engagement, the Firms shall provide at least the services described in this Scope of Services Section and shall maintain staffing and firm capabilities equivalent to those in place when the firm selection was made. However, at the sole discretion of the County, the County may at any time obtain the services of such other legal counsel as the County deems necessary, even to perform duties included in this Scope of Services.

- A. The Firms are expected to serve the County in all matters related to their roles, without conflict and without declining to provide requested services to avoid conflicts. Further, by accepting a role as Financial Legal Counsel, the County expects the selected counsel to avoid all matters adverse to the County in all areas across the broad spectrum of County activity including but not limited to employment matters, land use disputes, real estate matters, general business disputes, insurance and liability matters, workers compensation matters, and governmental law representing various opposing governmental entities.

There is a three level test for conflicts of interest as follows: 1) a firm with an existing conflict that would require a written waiver under the attached County Administrative Regulation No. 2.11.01 (See Attachment A – Administrative Regulation) would have a conflict that may not meet the minimum requirements of this engagement, 2) firms are also asked in this RFP under Conflict of Interest to describe certain client relationships that may result in later conflicts and the County will make selections understanding and accepting that those conflicts may arise and will be mutually addressed, and 3) during the

engagement term, a firm that develops a serious undisclosed conflict that impacts the firms' ability to serve in their selected role may have their contract terminated.

Notwithstanding the foregoing, the County recognizes and accepts that the Firm does currently represent many public and private entities which may potentially have business before the County Commission, the list of which is set forth in its response to RFP dated January 23, 2020 and is incorporated herein by reference as if set forth fully herein. In addition, the Firm may accept representation of public or private entities not referenced above. In such event, should a conflict arise with the Firm's representation of the County which would require a waiver from the Board of County Commissioners the Firm commits to decline such representation or to resolve such conflict in accordance with the County's Administrative Regulation No. 2.11.01.

- B. Upon prior request from the designated contract administrator, counsel shall consult with the County Administrator's Office, the County Attorney's Office, the County Comptroller's Office and other pertinent County departments or divisions relative to questions that may arise with regard to outstanding or proposed County debt.
- C. The Firms shall prepare invoices for all billable services at least semi-annually during the County fiscal year from October 1st in each year through September 30th in each following year. County rules require payments to be made by County check which includes payments for counsel services related to debt issues,
- D. The Firms must deliver final closing documents and transcripts to the County within 120 days of any financial transaction, unless otherwise authorized by the County or unusual circumstances prevent the delivery.

SERVICES SPECIFIC TO SPECIAL SERVICES BOND COUNSEL

The Firms will assist with each financial analysis, debt issuance or refunding, or series of similar issuances issued together, or request for counsel on a related matter; to include services such as:

- A. Consultation with County officials and staff concerning all legal questions relating to the incurrence of the debt;
- B. Attendance, upon request, at any meeting of the Board of County Commissioners or any meeting of staff;
- C. Preparation of all indentures, resolutions and other instruments authorizing and securing bonds and required in connection with their issuance utilizing the County's format for documents unless agreed otherwise;
- D. Assistance to the County and its financial advisors, investors, credit analysts, insurers and bankers to effectively manage: formulation of financing plans; structuring financial solutions; drafting documents for public or private offering of

debt; new money or refunding debt; compliance with Florida law, federal tax code, and SEC rules; fixed and variable debt (single mode or multi-modal); structured finance; investment processes; taxable and tax-exempt structures; and the response to financial proposals presented to the County from time to time;

- E. Delivery of tax opinions and certificates, and enforceability and validity opinions. This includes assisting the County in compliance with the Trust Indenture Act of 1940, Securities Act of 1933, Securities Exchange Act of 1934, and other SEC and MSRB rules and regulations;
- F. Assistance in the credit rating process;
- G. Analysis and resolutions of tax considerations associated with financing plans, including preparation of ruling requests and contacts with the U.S. Treasury;
- H. Preparation of documentation required in connection with the validation of bond issues including the complaints, notice and orders, acknowledgments, answers and judgments, together with memoranda concerning testimony, exhibits and relevant law;
- I. Preparation and review of all documentation required for bond sales and closings, including resolutions, certificates, opinions, notices of sale, bid forms, etc.;
- J. If requested, supervision of the printing of the bonds and conduct of a well-organized and efficient pre-closing and closing process in connection with each bond issue;
- K. To assist in optimizing investment earnings in compliance with arbitrage regulations; ensuring the legality and suitability of defeasance and escrow structures and agreements, and other complex financial products proposed to the County. This includes the use of swaps, Guaranteed Investment Contracts, forward supply contracts and other financial tools;
- L. Preparation of documentation required in connection with the appeal of any such judgment of validation or order to the Supreme Court of Florida, including any notices, orders, acknowledgments, briefs and any court appearances required for oral argument or otherwise;
- M. Inform the County of the impact of changes in Federal and State Laws regarding the issuance and management of the County financial matters;
- N. Legal services related to all matters effecting administration, collection, and legislation related to revenues involved with, or available for, County financial undertakings; and,
- O. Provide the County with general advice and consultation on Florida finance and tax issues, including assistance related to fixed and variable debt, structured finance,

investment processes, taxable and tax-exempt structures, and the response to financial proposals presented to the County from time to time.

It is understood that the Manager of Fiscal & Business Services is designated as the representative of the County pursuant to this agreement. However, work performed hereunder shall be at the direction of the Manager of Fiscal & Business Services or the County Administrator's Office or the County Attorney. Unless you are directed otherwise with respect to a particular matter, all communications pertaining to the progress of any work performed hereunder shall be addressed to the Manager of Fiscal & Business Services, with copies to the County Administrator, the County Attorney, and any other County staff members directly involved in the particular matter.

LEGAL FEES

For services in connection with the issuance of bonds or note, the Firm's fee will be as follows:

1. A fee of \$1.25 per \$1,000 of the principal amount of the bonds or notes up to \$25 million; plus
2. \$1.00 per \$1,000 of the principal amount of the bonds or notes over \$25 million up to \$50 million; plus
3. \$0.60 per \$1,000 of the principal amount of the bonds or notes over \$50 million up to \$100 million; plus
4. \$0.20 per \$1,000 of the principal amount of the bonds or notes over \$100 million.

In no event shall the fee for any issue of bonds or notes be less than \$25,000. There is no maximum fee limit for any issue of bonds or notes. A bond issuance transaction is meant to include all similarly titled series of bonds issued for a related purpose within a 90-day period. All fees for services in connection with the issuance of bonds or notes are contingent upon delivery of the bonds or notes, and payment shall be made upon the delivery of the bonds/notes or at such time thereafter as Firm shall bill for such services.

For services rendered on matters unrelated to a particular bond issuance, the Firm shall be compensated at an hourly rate of: \$255 per hour for Shareholders and \$215 per hour for Associates.

When the Firm bills on an hourly basis, it shall provide the County with a report which identifies the date each service was performed, a brief description of the service performed and specifically who at the County requested the service, the employee at the Firm who performed the service, the number of hours billed, the rate charged per hour and the total fee. The foregoing documentation will be provided with each invoice for payment as verification for charges.

In order to expedite closings in some financial matters, the County sometimes requires opinions as to: 1) the enforceability, validity and due authorization, 2) tax opinions relating to the tax-exempt status, and 3) opinions related to arbitrage, use of bond proceeds, and other miscellaneous matters. To mitigate unexpected circumstances and unacceptable risk, the County seeks to mutually agree with the Firm (at the time an opinion is requested) whether the Firm is willing to provide the requested opinion and whether the opinion is a

“simple opinion” requiring little risk and effort, a “standard opinion” requiring some risk and effort, or a “complex matter” requiring more risk and effort. Based upon the mutually agreed complexity at the time an opinion is requested, the following table sets forth the flat fee amount for those opinions with Firm is willing to provide, if any:

MISCELLANEOUS OPINION FLAT FEE TABLE

	"Simple Opinion"	"Standard Opinion"	"Complex Opinion"
Enforceability, Validity and Due Authorization Opinions	\$ 8,000	\$ 8,000	*
Tax Opinions	\$10,000	\$10,000	*
Opinions on other matters	*	*	*

*** Cannot be determined at this point in time. Fee is dependent upon many factors, including, but not limited to, complexity and number of legal issues involved.**

EXPENSES

The County will reimburse the Firm for the expenses incurred by it for copying (\$.10 per page for black and white, \$1.00 per color page), postage, overnight delivery, long distance telephone calls (exclusive of long distance telephone calls incurred between cities in which the Firm has offices), court reporter fees, transcripts, court filing fees, process service charges, and extraordinary travel expenses. There will be no reimbursement for any other expenses not identified in the preceding sentence without the express written authorization of the Manager of Fiscal and Business Services or his/her designee. All invoices submitted for such reimbursements shall contain complete and detailed information supported by appropriate receipts as to the item or charge sought to be reimbursed.

Travel, lodging and meals shall only be reimbursed at rates allowed to public employees under state law, all without mark-up or multiplier. As a “local” firm that accepted the local points available in the selection process, travel expense reimbursements are expected to be infrequent and approved only by prior consent when: 1) the County seeks immediate consultation involving last minute travel arrangements, or 2) when the County seeks special legal consultation outside the scope of services of this RFP from lawyers outside the local office.

TERM OF ENGAGEMENT AND TERMINATION

The initial term of this engagement expires on May 31, 2023. However, the engagement period may be extended, by mutual agreement, for two additional one-year periods until a maximum term ending May 31, 2025. Greenberg Traurig and Debi V. Rumph will serve as Special Services Bond Counsel upon request on any transaction initiated between now and end of the engagement term regardless of the actual date the financing is closed. However, the Firms will serve under this engagement letter at the pleasure of the County, and the engagement may be terminated by the County Mayor or the Board of County Commissioners at any time, with or without cause, without penalty. If terminated, the Firms will be paid for all costs incurred to the date of termination subject to the conditions set forth above. Finally, the Firms have no assurances that there will be a minimum number of financings, or that there will be any financings, during the term of this engagement.

REPRESENTATION, COVENANTS AND WARRANTIES

By executing this engagement letter, the Firms represent, covenants, and warrants to Orange County as follows:

- A. The Firms' assigned lawyers have experience in municipal bond law, federal tax law pertaining to municipal bonds, local government law, the trial and appeal of bond validation actions and the issuance of tax-exempt municipal bonds;
- B. The information, documents, and materials submitted by the Firms to Orange County in connection with its efforts to be retained as bond counsel to Orange County are complete and accurate in all material respects;
- C. The Firms have not represented, is not representing, or will not represent any clients if such representation has violated, violates or will violate traditional ethical standards imposed by the rules governing conflicts of interest as such as embodied in the Rules Regulating the Florida Bar, especially Rule 4-1.7. During the term of the Firms' engagement, the Firms will comply with the conflicts of interest policy as contained in Orange County" Administrative Regulation No. 2.11.01, a copy of which has been provided to the Firms;
- D. The Firms will advise the County immediately if representation of a client could adversely affect the judgment or quality of service to be rendered by the Firms in its representation of the County and/or result in a material or direct conflict of interest;
- E. The Firms' lawyers have sufficient time to execute and fulfill the duties of bond counsel to Orange County and are not burdened by professional responsibilities or workload or by personal or other constraints that would interfere in any material respect with the Firms' obligations hereunder; and,
- F. The Firms are responsible for immediately notifying the County of any future event involving conflict of interest, administrative or regulatory disciplinary action, changes in staffing or Firms' structure; when that future event would alter

the accuracy of the information, documents, and materials submitted by the Firms to Orange County in connection with its efforts to be retained as bond counsel.

MISCELLANEOUS

Assignment

As stated above, the services to be rendered under this engagement letter are personal to the Firms and may not be assigned, either directly or indirectly, to any other person or Firms.

Amendments

This engagement letter may be amended only by written instrument signed by both the Firms and Orange County.

Independent Contractor Status

In the performance of legal services hereunder, the Firms are each an independent contractor. The assigned attorneys shall not hold themselves out as employees, agents or servants of Orange County. The Firms and assigned attorneys do not have the power or authority to bind Orange County in any promise, agreement or representation other than as specifically provided in this engagement letter.

The Firms' acceptance of the terms of this engagement is to be evidenced below. This engagement shall not take effect, and Orange County shall not be bound hereby, unless and until this letter is signed by the Firms below and returned to and received by Orange County.

[SIGNATURE PAGE TO FOLLOW]

We look forward to working with you. If there are any questions, please contact Fred Winterkamp, Manager of Fiscal and Business Services.

Sincerely,

ORANGE COUNTY, FLORIDA

By: Carrie Mathes
Carrie Mathes, Manager of Procurement

Date: 6/3/2020

The term and conditions hereof are accepted, and the representations, covenants, and warranties herein are confirmed:

GREENBERG TRAURIG, P.A.

DEBI V. RUMPH

By: [Signature]
Name: Michael Watkins
Title: Shareholder

By: [Signature]
Name: Debi V. Rumph
Title: Owner

Date: 5-1-2020

Date: 4/13/20

PROPOSAL COVER PAGE

Company Name: Greenberg Traurig, P.A.

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

TIN#: 59-1270754 D-U-N-S® # 211664480

450 South Orange Avenue, Suite 650

Orlando

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

(Street Name)

(City)

Orange County

Florida

32801

(County)

(State)

(Zip Code)

Contact Person: Michael L. Watkins

Phone Number: 407.999.2528 Fax Number: 407.650.8481

Email Address: watkinsm@gtlaw.com

EMERGENCY CONTACT

Emergency Contact Person: Michael L. Watkins

Telephone Number: 407.999.2528 Cell Phone Number: 321.695.9624

Residence Telephone Number: 407.905-9487 Email: watkinsm@gtlaw.com

January 8, 2020
BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
REQUEST FOR PROPOSALS (RFP) Y20-186-KB; ADDENDUM # 1

FINANCIAL LEGAL COUNSEL

This Addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents. Additions are indicated by underlining and deletions via ~~strikethrough~~.

A. Questions and Answers

1. Question: Do you anticipate extending the bid due date?

Answer: No, the bid opening remains Thursday, January 23, 2020 at 2:00 PM (local time).

2. Question: What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?

Answer: Award shall be made in accordance with the criteria identified in the Request for Proposals.

3. Question: Was this bid posted to the nationwide free bid notification website at www.mygovwatch.com?

Answer: No.

4. Question: Other than your own website, where was this bid posted?

Answer: Other than our OrangeCountyFL.net Vendor Services website, procurement opportunities are posted in the Orlando Sentinel in accordance with the Orange County Code of Ordinances, Sec. 17-310. - Competitive sealed bid process.

B. ACKNOWLEDGEMENT OF ADDENDA

1. The bidder shall acknowledge receipt of this addendum by completing that applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned no later than the date and time for receipt of the bid.
2. All other terms and conditions of the RFP Y20-186-KB remain the same.
3. Receipt acknowledge by:



Authorized Signature

January 23, 2020

Date

Shareholder

Title

Greenberg Traurig, P.A.

Name of Firm

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Proposer represents that the following **principals** are authorized to sign proposals, negotiate and/or sign contracts and related documents to which the proposer will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number/Email
Michael L. Watkins	Shareholder	407.999.2528/watkinsm@gtlaw.com
Jéan E. Wilson	Shareholder	407.999.2521/wilsonj@gtlaw.com



(Signature)
Shareholder

(Title)
Greenberg Traurig, P.A.

(Name of Business)

1/23/2020

(Date)

The Proposer shall complete and submit the following information with the proposal:

Type of Organization

Sole Proprietorship Partnership Non-Profit
 Joint Venture* Corporation

(a) _____
(b) State of Incorporation: Florida

Principal Place of Business (Florida Statute Chapter 607): Orlando/Orange County/FL
City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE PROPOSER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is: 59-127-0754

* *Joint venture firms must complete and submit with their Proposal Response the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal written and executed Joint Venture agreement between all joint venture parties. This joint venture agreement must be executed and indicate the parties' respective roles, responsibilities and levels of participation for the project. **If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.** Failure to timely submit the required form along with the formal written and executed Joint Venture agreement may result in disqualification of your Proposal Response.*

January 8, 2020
BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
REQUEST FOR PROPOSALS (RFP) Y20-186-KB; ADDENDUM # 1

FINANCIAL LEGAL COUNSEL

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Answer: Award shall be made in accordance with the criteria identified in the Request for Proposals.

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2. All other terms and conditions of the RFP Y20-186-KB remain the same.
3. Receipt acknowledge by:

Authorized Signature

Date

Title

Name of Firm



**ORANGE COUNTY BOARD OF
COUNTY COMMISSIONERS**
PROCUREMENT DIVISION

Issue Date: December 27, 2019

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Orange County, Florida, henceforth referred to as the County is accepting sealed proposals for:

**REQUEST FOR PROPOSALS #Y20-186-KB, FINANCIAL LEGAL COUNSEL
TERM CONTRACT**

Copies of the Request for Proposals (RFP) documents may be obtained from the Orange County Procurement Division at the below address. Copies may be requested by phoning (407) 836-5635 or by download from the Internet at: <http://apps.ocfl.net/orangebids/bidopen.asp>

PROPOSAL SUBMISSION DUE DATE:

Sealed proposals in an **original** and **eight (8) copies** for furnishing the above will be accepted up to **2:00 PM (local time), Thursday, January 23, 2020**, in the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

NOTICE TO PROPOSERS:

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Kathy Bozeman, Contracting Agent at Kathy.Bozeman@ocfl.net.

QUESTIONS:

All questions or concerns regarding this Request for Proposals shall be submitted by email to Kathy.Bozeman@ocfl.net, no later than 5:00 PM **Wednesday, January 8, 2020** to the attention of Kathy Bozeman, Procurement Division, referencing the RFP number.

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE</u>
SECTION 1: GENERAL TERMS AND CONDITIONS	1-13
- INSTRUCTION TO PROPOSERS	1
- QUESTIONS REGARDING THIS RFP	1
- CONTRACT TERM	2
- INSURANCE REQUIREMENTS	2
- WITHDRAWAL OF PROPOSAL	5
- REFERENCE CHECKS	9
- CONFIDENTIAL INFORMATION	9
- MISTAKES	11
SECTION 2: SCOPE OF SERVICES	1-7
SECTION 3: PROPOSAL SUBMISSION REQUIREMENTS AND DOCUMENTATION	1-17
- STATEMENT OF NO PROPOSAL	1
- SEALED RESPONSE SUBMITTAL LABEL	1
- PREREQUISITE REQUIREMENTS	2
- PROPOSAL FORMAT	2-17
SECTION 4: SELECTION CRITERIA	1
SECTION 5: ATTACHMENTS	
- FEE SCHEDULE	1-9
- PROPOSAL COVER PAGE	10
- ACKNOWLEDGEMENT OF ADDENDA	11
- AUTHORIZED SIGNATORIES/NEGOTIATORS	12
- DRUG-FREE WORKPLACE FORM	
- CONFLICT/NON-CONFLICT OF INTEREST FORM	
- E-VERIFICATION CERTIFICATION	
- RELATIONSHIP DISCLOSURE FORM	
- RELATIONSHIP DISCLOSURE FORM - FREQUENTLY ASKED QUESTIONS (FAQ)	
- ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT	
- EXPENDITURE REPORT- FREQUENTLY ASKED QUESTIONS (FAQ)	
- LOCATION FORM	
- AGENT AUTHORIZATION FORM	

- LEASED EMPLOYEE AFFIDAVIT
- INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY
- EQUAL OPPORTUNITY WORKFORCE SCHEDULE
- SCHEDULE OF SUB-CONTRACTING - M/WBE PARTICIPATION FORM
- SCHEDULE OF SUB-CONTRACTING - SDV PARTICIPATION FORM
- DISLOCATED WORKER PROPOSED HIRING INFORMATION
- LETTER OF INTENT (VERIFICATION OF M/WBE UTILIZATION)
- LETTER OF INTENT (VERIFICATION OF SDV UTILIZATION)
- DRAFT CONTRACT
- ATTACHMENT A – ADMINISTRATIVE REGULATION

SECTION 1
GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

1. INSTRUCTIONS TO PROPOSERS

Offers by e-mail, telephone, or fax shall not be accepted. An e-mailed or a faxed proposal shall be rejected as non-responsive regardless of where it is received.

It is the sole responsibility of the proposer to ensure that their proposal reaches the Procurement Division. **Proposals received after the specified time and date shall be returned unopened.** The time/date stamp clock located in the Procurement Division shall serve as the official authority to determine lateness of any proposal. **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 pursuant to the Orange County Code (Procurement Ordinance).**

Respondents are cautioned that they are responsible for delivery to the specific location cited above. 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. This office shall not be responsible for deliveries made to any place other than the specified address.

All proposals will be opened publicly and the names of all proposers shall be read aloud.

2. QUESTIONS REGARDING THIS RFP

All questions or concerns regarding this Request for Proposals must be submitted in writing, by email as indicated on the coverage page of this RFP, referencing the RFP number. When required the Procurement Division will issue an addendum to the Request for Proposals. The addendum will be available on the Internet for access by potential proposers. Proposers are instructed not to contact the initiating division directly.

Proposers shall not direct any queries or statements concerning their proposal to the Orange County Procurement Committee or County staff during the selection process, from the time of submission of a proposal until the execution of a contract.

Any proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement. **However, you may contact the Contracting Agent at any time during this process, including during the Black Out Period.**

No oral interpretation of this Request for Proposals shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Procurement Division Manager.

This provision exists solely for the convenience and administrative efficiency of Orange County. No proposer or other third party gains any rights by virtue of this provision or the application thereof, nor shall any proposer or third party have any standing to sue or cause of action arising therefrom.

3. CONTRACT TERM

It is the intent of the County to enter into a three (3) year term contract, with renewal clause for two (2) additional one (1) year terms for services as described herein.

4. MULTIPLE AWARD

The County reserves the right to make multiple awards based on the results of this RFP.

The County will select one or more law firms to provide the financial legal services as further described in the Scope of Services for each of three roles: 1) SEC Disclosure Counsel, 2) Sales Tax and Utilities Revenue Bond Counsel, and 3) Special Services Bond Counsel. A firm may propose services for one role, two roles, or for all three of the roles by providing the information requested in Section 3, Proposal Submission Requirements and Documentation. A single firm may be considered for the award of multiple roles based on the criteria herein.

5. DRAFT CONTRACT

The contract that the County intends to use for award is enclosed for reference as “Financial Legal Counsel Engagement Letter”. Any exceptions to this standard contract must be clearly indicated by return of the standard contract with the proposal, with exceptions clearly noted. The County has the right to require the selected respondent to sign the attached contract within 45 days of selection or to negotiate revisions to the contract language prior to execution of the contract, at its sole discretion.

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

6. INSURANCE

The Vendor/Contractor shall 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 County’s review or acceptance of insurance maintained by Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor 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 Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best’s Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

Commercial General Liability - The Vendor/Contractor 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 \$500,000 per occurrence. Vendor/Contractor 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 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.

Business Automobile Liability - The Vendor/Contractor 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 Vendor/Contractor does not own automobiles the Vendor/Contractor 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.

Workers' Compensation - The Vendor/Contractor 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 Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

Waiver of Subrogation- WC 00 03 13 or its equivalent

Additional Required Coverage:

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

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor 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 Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor 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 Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY 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, Florida
c/o Procurement Division
400 E. South Street, 2nd Floor
Orlando, Florida 32801

7. POST AWARD MEETING

Within forty-five (45) days after receipt of notification of award, upon request of the County, Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

8. ACCEPTANCE/REJECTION/CANCELLATION

The County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment best serves the interest of the County, or to award a contract to the next most qualified proposer if a

successful proposer does not execute a contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority.

The County also reserves the right to reject the proposal of any proposer who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. The County reserves the right to inspect all facilities of proposers in order to make a determination as to the foregoing.

Orange County reserves the right, and the Manager of Procurement Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

9. DEVELOPMENT OR ASSISTANCE IN DEVELOPMENT OF SPECIFICATIONS/ REQUIREMENTS/ STATEMENTS OF WORK

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

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

10. CLARIFICATION

The County reserves the right to request clarification of information submitted and to request additional information of one or more proposers.

11. WITHDRAWAL OF PROPOSAL

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days, to provide to the County the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.

12. SEALED PROPOSALS

Proposals shall be delivered in a sealed envelope and proposers should label their proposal with the following:

- A. Request for Proposals Number
- B. Date of Opening
- C. Name of Proposer

Proposers are encouraged to utilize the label provided herein.

13. PROPOSAL PREPARATION

Costs of preparation of a response to this request for proposals are solely those of the Proposer. The County assumes no responsibility for any such costs incurred by the Proposer. The Proposer also agrees that the County bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

14. ACCOUNTING SYSTEM

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds. The accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The County or designee shall have access to books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors, as required to comply with this section, for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the contractor's subcontractors used to procure goods or services under the contract with the County. Contractor shall ensure the County has these same rights with subcontractor(s) and suppliers.

15. SHORTLISTS, PROTESTS AND LOBBYING

The recommended award will be posted for review by interested parties at the Procurement Division and at: <http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

Orange County Lobbyist Regulations General Information

<http://www.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx>

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the Contractor. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

The Board of County Commissioners may void any contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

Orange County Protest Procedures

<http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx>

Failure to file a protest with the Procurement Manager by 5:00 PM on the fifth full business day, after posting, shall constitute a waiver of bid protest proceedings.

Information regarding Procurement Committee scheduling and Board approvals is available by calling the Procurement Reception Desk at (407) 836-5635.

16. PUBLIC ENTITY CRIME

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with a public entity, and shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

17. AVAILABILITY OF FUNDS

The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Orange County Board of County Commissioners, or other specified funding source for this procurement.

18. TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned 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.

19. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the Contractor 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 Contractor during the contract term, and an express requirement that Contractors include in such subcontracts the requirement that subcontractors 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 subcontractor 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 the contract.

Therefore, by submission of a proposal in response to this solicitation, the Contractor affirms that all employees in the above categories will undergo e-verification before placement on this contract. The Contractor shall commit to comply with this requirement by completing the E- Verification certification, attached to this solicitation.

20. SCHEDULE OF SUBCONTRACTING

Proposers shall list **all** proposed sub-contractors to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work subcontracted (discipline, trade or commodity), proposed percentage of work, and the M/WBE or Majority designation (M/WBE or Non-M/WBE).

21. EQUAL OPPORTUNITY

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the Contractor shall abide by the following provisions:

- A. The Contractor shall represent that the Contractor has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The Contractor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.

The provisions of the prime contract shall be incorporate by the Contractor into the contracts of any applicable subcontractors.

22. CONFLICT OF INTEREST

The award is subject to provisions of applicable State Statutes and County Ordinances. All proposers must disclose with their offer the name of any officer, director, or agent who is also an employee of Orange County. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Proposer's firm or any of its branches. Should the Contractor permanently or temporarily hire any County employee who is, or has been, directly involved with the Contractor prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the County.

Additionally, proposers shall see Section 3, Proposal Submission Requirements and Documentation, concerning Conflict of Interest Disclosures relative to County Policy 02.11.01, attached hereto as Attachment A, Administrative Regulation.

23. DEBRIEFING OF PROPOSERS

Not later than thirty (30) days after Board approval of a selection or shortlist, a proposer may submit a written request to the applicable contracting agent for a debriefing on the evaluation of their proposal. The contracting agent will schedule a meeting with the Proposer for the debriefing. However, at the Proposer's request, the debriefing may be conducted via telephone conference. The debriefing shall include the following minimum information:

- A. Key requirements of the solicitation.
- B. The overall ranking of all proposals.

- C. The significant weaknesses or deficiencies in the proposal in response to the requirements of the solicitation.
- D. If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.
- E. If applicable, a summary of the rationale for award.
- F. Responses to any relevant questions of the Proposer.

Untimely debriefing requests will also be considered.

24. REFERENCE CHECKS

The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced contract. Contact persons shall have been informed that they are being used as a reference and that the County may be contacting them. More than one person can be listed but all shall 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 County's inquiries may negatively impact the evaluation of the Proposal. The reference shall be the owner or a representative of the owner.

25. CONFIDENTIAL INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all bidders/proposers should be aware that formal solicitations and the responses thereto are in the public domain. Requests for confidential treatment will not supersede the County's legal obligation to provide records to the public consistent with public records law. Bidders/proposers must cite specific, applicable legal grounds to support a request for confidential treatment, of any portion of a bid/proposal. Requests by bidders/proposers to keep entire bids/proposals confidential are generally not supported by public records laws. At a minimum, the County will disclose the successful bidder's/proposer's name, the substance of the bid/proposal, and the price.

If the bidder/proposer requests confidential treatment, bidder/proposer must submit an additional copy of the bid/proposal with the proposed confidential information redacted. This copy must include a general description of the information redacted, and shall only be redacted in the least expansive manner necessary to effectuate the requested exemption(s). In a separate attachment, bidder/proposer shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis under Florida law, including a detailed justification for exempting the information from public disclosure.

Bidder/proposer shall hold harmless and indemnify the County for all claims, actions, suits, judgments, fines, costs or damages the County may incur as a result of bidder's/proposer's request for confidential treatment of its bid/proposal. Bidder/proposer agrees and understands that the County may make copies of, and distribute, the bid/proposal without any requested redactions, to facilitate evaluation. Bidder/proposer warrants that such copying will not violate the rights of any third party.

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

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

1. Keep and maintain public records required by Orange County to perform the service.
2. Upon request from Orange County's custodian of public records, provide Orange 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 in this chapter or as otherwise provided by law.
3. 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 Contractor does not transfer the records to Orange County.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to Orange County all public records in possession of the Contractor or keep and maintain public records required by Orange County to perform the service. If the Contractor transfers all public record to Orange 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 requirements. 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 Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.
5. A Contractor who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.
6. **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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT :**

**PROCUREMENT PUBLIC RECORDS LIAISON
400 E. SOUTH STREET, 2ND FLOOR, ORLANDO, FL 32801
PROCUREMENTRECORDS@OCFL.NET, 407-836-5635**

27. **FEDERAL AND STATE TAX**

The County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Manager, Procurement Division will sign an exemption certificate submitted by the Contractor.

Contractors doing business with the County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Contractor be authorized to use the County's Tax Exemption Number in securing such materials.

28. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

If a proposer considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Procurement Division prior to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Request for Proposals.

29. MISTAKES

In the event of extension error(s), the unit prices will prevail and the proposer's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Proposer's total will be corrected accordingly. Any discrepancy between words and numbers will be resolved in favor of the written words. Proposers must check their submissions where applicable. Failure to do so will be at the Proposer's risk. Proposals having erasures or corrections must be initialed in ink by the Proposer.

30. CONTRACTUAL AGREEMENT

This solicitation shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), solicitation, and proposal. Any and all legal actions associated with this Request for Proposals and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

31. PAYMENT TERMS/DISCOUNTS

The County's payment terms are in accordance with Florida Statute 218, Local Government Prompt Payment Act. Cash discounts for prompt payment will be considered in determining the lowest net cost for fee proposal evaluation purposes. Notwithstanding the above, discount payment terms shall not be less than net 30 calendar days from receipt of correct invoice.

32. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this offer, the Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this offer 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.
- B. Unless otherwise required by law, the prices which have been offered in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other Proposer or to any competitor; and,

- C. No attempt has been made or shall be made by the Proposer to induce any other person or Proposer to submit or not to submit an offer for the purpose of restricting competition.

33. FEDERAL REQUIREMENTS

In the event this Contract is paid in whole or in part from any federal government agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

Equal Employment Opportunity: For any federally assisted construction contract, as defined in 41 CFR 60-1.3, the contractor, subcontractor, subrecipient shall follow all of the requirements of the Equal Opportunity Clause as stated in 41 CFR 60-1.4.

Davis–Bacon Act: For any federally assisted construction contract, in excess of two thousand dollars (\$2,000), the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Davis-Bacon Act (40 U.S.C. 3141 – 3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and assisted Construction”); and the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). For a definition of “Construction” see 48 CFR 2.101.

Contract Work Hours and Safety Standards Act: For any federally assisted contract, in excess of one hundred thousand dollars (\$100,000), that involves the employment of mechanics or laborers, the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Contract work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by Department of Labor Regulations (29 CFR Part 5).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements Appendix A. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Rights to Inventions Made Under a Contract or Agreement: For any federally assisted contract, awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the contractor, subcontractor, subrecipient agrees to all of the terms in 37 CFR 401.14(a) and (b) regarding Patent Rights and The Allocation of Principal Rights.

Clean Air Act and the Federal water Pollution Control Act: For any federally assisted contract, or subgrant, in excess of one hundred and fifty thousand dollars (\$150,000), the contractor, subcontractor, subrecipient or subgrant recipient shall comply with all of the requirements of the Clean Air Act (42 U.S.C. 7401 -7671q.) and the Federal water Pollution Control Act as amended (33 U.S.C. 1251 – 1387).

Procurement of Recovered Materials:

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- (2) Information about this requirement, along with a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Awarded Contractors are required to fully comply with all requirements outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

SECTION 2
SCOPE OF SERVICES

SCOPE OF SERVICES

1. **PURPOSE**

Counsel shall provide financial legal services to the Orange County Board of County Commissioners, Orange County, Florida as specified herein.

2. **BACKGROUND**

Historical information is available relating to the debt activities of the County, as well as current financial status of various debt repayment revenues and outstanding debt. The information available summarizes outstanding debt, credit ratings, revenues, maximum annual debt service, and coverage tests for various revenue sources that might be involved in financial transactions. To access the financial information about the County debt and pledged revenues, go to the Orange County Comptroller's website at www.occompt.com and drop down the "Finance" tab on the main page to then select "Financial Reports" and then select "Bond Disclosure Supplement Reports". The County also maintains a Digital Assurance Certification LLC website at www.dacbond.com and has detailed information on Electronic Municipal Market Access website of the Municipal Securities Rulemaking Board (MSRB) as well.

This information provides context on the historical level of work and staff commitment required to serve the County. There is no guarantee of any work or transactions to be undertaken during the term of the engagement. Due to the strengthening County economy, the County has strong fund balances which have made cash funding possible for many capital projects. However, there are always refundings and other initiatives and proposals under consideration. Since interest rates were generally favorable during the last decade, the County was able to refund much of the outstanding County debt.

3. **PERFORMANCE**

A. **SEC Disclosure Counsel** - SEC Disclosure Counsel shall assist with its disclosure of information to the investment community in conjunction with its bond and note issues, and on a continuing basis whenever the County provides financial data, and in other financial and taxation matters.

B. **Sales Tax and Utilities Revenue Bond Counsel** shall provide services in connection with the following:

- (1) Sales Tax Revenue Bonds issued from time to time to finance or refinance costs in connection with allowable projects. The sales tax revenue bonds may be secured by a pledge of and a lien upon that portion of the Local Government Half-Cent Sales Tax received by the County pursuant to Part VI of Chapter 218, Florida Statutes. However, other forms of sales tax such as local option infrastructure surtax may be approved in the future and used to finance projects as well.
- (2) Solid Waste Facility Revenue Bonds issued from time to time to finance or refinance costs in connection with allowable projects. The solid waste facility revenue bonds will be secured primarily by a pledge of and a lien upon the net revenues derived from the operation of the solid waste facilities of Orange County.

- (3) Water Utilities System Revenue Bonds issued from time to time to finance or refinance costs in connection with allowable projects. The water utilities system revenue bonds will be secured primarily by a pledge of and a lien upon available water utilities system revenues of the County.
- (4) Public Service Tax/Communications Service Tax Revenue Bonds issued from time to time to finance or refinance costs in connection with allowable projects. These bonds will be secured primarily by a pledge of and a lien upon available Public Service Tax and Communications Service Tax revenues of the County. This would also include other tax sources available for bond debt service related to communications, utilities, and technological advances like the internet.
- (5) Other revenue sources based on entitlements, fees, grants, energy credits, and service payments used for bonds from time to time to finance or refinance costs in connection with allowable projects. This includes previous County debt issued as Capital Improvement Bonds, and any future bonds contemplated from then available entitlements, fees, grants, and service payments.
- (6) Various Notes and Commercial Paper Notes if issued at some future time to pay for all or a portion of various Orange County capital projects and/or to refinance maturing commercial paper.

C. **Special Services Bond Counsel** shall provide services in connection with the following:

- (1) Tourist Development Tax (TDT) Revenue Bonds issued from time to time to finance or refinance costs in connection with allowable projects. The TDT bonds will be secured primarily by a pledge of and a lien upon available TDT revenues of the County pursuant to Section 125.0104, Florida Statutes. In addition, payments of TDT under the 2007 Community Venues Interlocal Agreement, as amended, to provide funding support for the County and City of Orlando to finance and construct an events center, performing arts center, and renovate the Citrus Bowl.
- (2) Lease financing used to acquire services, equipment, and facilities. The County has issued Certificates of Participation in the past and used a master lease as well. The County may choose to do so again at some future point.
- (3) Tax increment financing issued from time to time to finance or refinance costs in connection with allowable projects. This typically involves Property Tax Increments (TIF) revenues or Community Redevelopment Agency (CRA) revenues.
- (4) Special assessment financing issued from time to time to finance or refinance costs in connection with allowable projects. This could include financings involving Community Development Districts. The County has previously used a bank loan agreement for capital projects backed by assessments from Municipal Service Benefit Units (MSBU). The County is often presented with opportunities to assist residents in forming MSBU and Municipal Service Taxing Units (MSTU) as part of funding public improvements.

- (5) Assistance in the review and approval of conduit debt that appears before the County from time to time. The County is routinely involved in the analysis and approval of conduit finance initiated through the five County authorities (Orange County Health Facilities Authority, Orange County Housing Finance Authority, Orange County Educational Facilities Authority, Orange County Industrial Development Authority, and Orange County Research and Development Authority).

4. SERVICE REQUIREMENTS

Counsel shall provide at least the services described herein, and shall maintain staffing and firm capabilities equivalent to those in place when the firm selection was made. These services shall be available to the County along with any other services necessary from time to time as requested by the County. However, at the sole discretion of the County, the County may at any time obtain the services of such other legal counsel as the County deems necessary, even to perform duties included in this Scope of Services.

The following three sections will describe minimum requested services relating to: 1) general services expected from each counsel selected, 2) services specific to SEC Disclosure Counsel, and 3) services specific to Sales Tax and Utilities Revenue Bond Counsel and Special Services Bond Counsel.

A. General Services Expected From All Counsel

- (1) Financial Legal Counsel to the County shall serve the County in all matters related to their roles, without conflict and without declining to provide requested services to avoid conflicts. Further, by accepting a role as Financial Legal Counsel, the County expects the counsel to avoid all matters adverse to the County in all areas across the broad spectrum of County activity including but not limited to employment matters, land use disputes, real estate matters, general business disputes, insurance and liability matters, workers compensation matters, and governmental law representing various opposing governmental entities. The ability to serve the County without conflict and limitation will be a major factor in maintaining engagement as counsel.

There is a three level test for conflicts of interest as follows: 1) a firm with an existing conflict that would require a written waiver under the attached County Administrative Regulation No. 2.11.01 (See Attachment A – Administrative Regulation) would have a conflict that may not meet the minimum requirements of this engagement, 2) firms are also asked in this RFP under Conflict of Interest to describe certain client relationships that may result in later conflicts and the County will make selections understanding and accepting that those conflicts may arise and will be mutually addressed, and 3) during the engagement term, a firm that develops a serious undisclosed conflict that impacts the firms ability to serve in their selected role may have their contract terminated.

- (2) Upon prior request from the designated contract administrator, counsel shall consult with the County Administrator's Office, the County Attorney's Office, the County Comptroller's Office and other pertinent County departments or divisions relative to questions that may arise with regard to outstanding or proposed County debt.

- (3) All Financial Legal Counsel shall prepare invoices for all billable services at least semi-annually during the County fiscal year from October 1st in each year through September 30th in each following year.
- (4) All financial legal counsel shall deliver final closing documents and transcripts to the County within 120 days of any financial transaction, unless otherwise authorized by the County.

B. Services Specific to SEC Disclosure Counsel

It is the County's desire to accomplish certain objectives regarding continuing disclosure requirements prior to the issuance of any new debt, if possible. This would include, but not necessarily be limited to, review and update of current written continuing disclosure policy, assistance with further development of standardized disclosure documents/language and electronic publications, review and assistance with the Annual Disclosure Document, prudent use of digital media sites for disclosure information, and adequate training of County staff. The County is also desirous of obtaining assistance regarding continuing disclosure in connection with primary debt offerings and other financial matters, as needed. Therefore, the County is seeking SEC disclosure counsel to provide, upon request, the following types of services:

- (1) Services Relative to Formulation of Comprehensive Policies and Standardized Documents for Primary and Secondary Disclosure
 - (a) Assist the County in reviewing and updating current written policy to provide continuing disclosure in compliance with Securities and Exchange Commission Rule 15c 2-12.
 - (b) Assist the County in further developing standardized disclosure documents/language and electronic publications/digital media for use in connection with primary debt offerings. Said documents/language should include, but not be necessarily limited to:
 1. Written agreement for the benefit of the bondholders committing to continuing disclosure (the "Continuing Disclosure Undertaking").
 2. Language to be included in Official Statements describing the Continuing Disclosure Undertaking.
 - (c) Provide training to County staff regarding continuing disclosure best practices and SEC Rule 15c 2-12 and the responsibilities of County staff with respect thereto.
- (2) Services Relative to Primary Debt Offerings
 - (a) Assist the County in determining the information and specific language to be included in its Official Statements for bond and/or note issuances, including conducting necessary due diligence to ensure full disclosure.
 - (b) Advise as to disclosure requirements relative to issuance of the debt instrument(s).

- (c) Assist the County in ensuring the following disclosure requirements are met:
1. Disclosure of potential conflicts of interest and material financial relationships among issuers, advisors, and underwriters, including those arising from political contributions;
 2. Disclosure regarding the structure, terms, and risks of securities being offered;
 3. Disclosure of issuer's financial condition, results of operation and cash flows;
 4. Disclosure of material events for which filings must be made for outstanding County bonds;
 5. Disclosure of instances of noncompliance with any previous continuing disclosure undertakings under the Rule during the preceding five years; and
 6. Disclosure that provides the highest level of investor comfort and market acceptance of Orange County debt, in keeping with the highest disclosure standards existing at the time of each debt issue.
- (d) Prepare appropriate disclosure documents in connection with County financings, including the written agreement for the benefit of the bondholders committing to continuing disclosure (Continuing Disclosure Undertaking).
- (e) Prepare, with the assistance of working group members, the Preliminary Official Statement and Official Statement, and any amendments thereto, as well as any marketing of the debt such as advertisements, and review and approval of all marketing efforts. This includes, but is not limited to: fixed and variable rate debt (single mode or multi-modal), new money and refunding debt, tax-exempt or taxable debt, and other financial instruments, reports, presentations, and obligations that the County may undertake.
- (f) Assistance in the credit rating process.
- (g) Upon request, review transcripts of proceedings in connection with County financings and indicate any necessary corrective action.
- (h) Render appropriate opinions as to the adequacy and completeness of information included in the offering documents relating to County financings. This includes performing "due diligence" procedures and rendering a standard 10(b)5 or other similar opinion about the offering to the County, and in the case of competitive bids, additionally to the purchaser; delivery of enforceability and validity opinions. This includes assisting the County in compliance with the Trust Indenture Act of 1940, Securities Act of 1933, Securities Exchange Act of 1934, "Blue Sky" and other SEC and MSRB initiatives, rules and regulations.
- (i) Assist the County in terms of compliance with Federal and State Securities Laws and evolving regulations.

- (j) Ensure Government Finance Officers Association Guidelines are met for primary market disclosure.
 - (k) Attend meetings with County staff and officials, the County's financial advisor, underwriters, rating agencies and others, if necessary, for development or dissemination of information in connection with the issuance of debt instruments.
 - (l) Perform other related services as required to meet disclosure requirements of Federal and State Securities Laws.
- (3) Services Relative to Review and Assistance with the Annual Disclosure Document
- (a) Assist the County in determining what types of financial information/operating data should be included in the Annual Disclosure Document(s); and
 - (b) Review the Annual Disclosure Document(s) and provide appropriate comment and recommendations for modification.
- (4) Services relative to Florida Finance and Tax Issues, particularly as it impacts proper disclosure and changes the complexity or effectiveness of the disclosure process
- (a) Provide the County with general advice and consultation on Florida finance and tax issues, including assistance related to fixed and variable debt, structured finance, investment processes, taxable and tax-exempt structures, and the response to financial proposals presented to the County from time to time.
 - (b) Analysis and resolutions of tax considerations associated with financing plans and participating in drafting financial documents and agreements to insure compatibility with existing disclosure in the marketplace, including the preparation of ruling requests and contacts with the U.S. Treasury.
 - (c) Provide the County with general advice and consultation on matters of federal and local government law and other related disclosure issues.

C. Services from Sales Tax and Utilities Revenue Bond Counsel and Special Services Bond Counsel

The purpose is to obtain legal counsel to assist with each financial analysis, debt issuance or refunding, or series of similar issuances issued together, or request for counsel on a related matter; to include services such as:

- (1) Consultation with County officials and staff concerning all legal questions relating to the incurrence of the debt;
- (2) Attendance, upon request, at any meeting of the Board of County Commissioners or any meeting of staff;
- (3) Preparation of all indentures, resolutions and other instruments authorizing and securing bonds and required in connection with their issuance utilizing the County's format for documents unless agreed otherwise;

- (4) Assistance to the County and its financial advisors, investors, credit analysts, insurers and bankers to effectively manage: formulation of financing plans; structuring financial solutions; drafting documents for public or private offering of debt; new money or refunding debt; compliance with Florida law, federal tax code, and SEC rules; fixed and variable debt (single mode or multi-modal); structured finance; investment processes; taxable and tax-exempt structures; and the response to financial proposals presented to the County from time to time;
- (5) Delivery of tax opinions and certificates, and enforceability and validity opinions. This includes assisting the County in compliance with the Trust Indenture Act of 1940, Securities Act of 1933, Securities Exchange Act of 1934, and other SEC and MSRB rules and regulations;
- (6) Assistance in the credit rating process;
- (7) Analysis and resolutions of tax considerations associated with financing plans, including preparation of ruling requests and contacts with the U.S. Treasury;
- (8) Preparation of documentation required in connection with the validation of bond issues including the complaints, notice and orders, acknowledgments, answers and judgments, together with memoranda concerning testimony, exhibits and relevant law;
- (9) Preparation and review of all documentation required for bond sales and closings, including resolutions, certificates, opinions, notices of sale, bid forms, etc.;
- (10) If requested, supervision of the printing of the bonds and conduct of a well-organized and efficient pre-closing and closing process in connection with each bond issue;
- (11) To assist in optimizing investment earnings in compliance with arbitrage regulations; ensuring the legality and suitability of defeasance and escrow structures and agreements, and other complex financial products proposed to the County. This includes the use of swaps, Guaranteed Investment Contracts, forward supply contracts and other financial tools;
- (12) Preparation of documentation required in connection with the appeal of any such judgment of validation or order to the Supreme Court of Florida, including any notices, orders, acknowledgments, briefs and any court appearances required for oral argument or otherwise;
- (13) Inform the County of the impact of changes in Federal and State Laws regarding the issuance and management of the County financial matters;
- (14) Legal services related to all matters effecting administration, collection, and legislation related to revenues involved with, or available for, County financial undertakings; and,
- (15) Provide the County with general advice and consultation on Florida finance and tax issues, including assistance related to fixed and variable debt, structured finance, investment processes, taxable and tax-exempt structures, and the response to financial proposals presented to the County from time to time.

SECTION 3
PROPOSAL SUBMISSION REQUIREMENTS AND DOCUMENTATION

STATEMENT OF NO-PROPOSAL

The Procurement Division is committed to continuously improve its processes and our goal is to receive maximum participation from the vendor community. If your firm chooses not to participate in responding to this solicitation please email Kathy.Bozeman@ocfl.net, referencing the RFP number, and briefly explain why the decision was made to not participate.

SEALED RESPONSE SUBMITTAL LABEL:

All submittals, should use the hard-copy label below and place on front of their outermost sealed envelope/package.

**DONOT OPEN - SEALED RESPONSES - DO NOT OPEN
RESERVED FOR PUBLIC BID OPENING**

Company : _____

Contact Name: _____

Contact Phone/ Email: _____

Address: _____

CONTACT: **Kathy Bozeman**
RFP NUMBER: **Y20-186-KB**
TITLE: **Financial Legal Counsel**

PROPOSAL DUE DATE: _____

DELIVER TO :
ORANGE COUNTY PROCUREMENT DIVISION
INTERNAL OPERATIONS CENTRE II
400 E. SOUTH STREET, 2ND FLOOR
ORLANDO, FL 32801.

PRE-REQUISITE REQUIREMENTS

Proposers shall demonstrate in their proposal that their firm can meet the following pre-requisite requirements, failure to present this documentation shall deem a proposer non-responsive:

- A. The firm shall be listed in the most recent edition of The Bond Buyer's Municipal Marketplace (i.e., the "Red Book");
- B. The firm should avoid any actual or potential conflicts of interest with, or adversarial litigation against the County or any of its officers or employees, that would require a waiver under the County's conflict of interest Administrative Regulation (No. 2.11.01) attached to this RFP (Attachment A). Firms that currently have conflicts which would require a waiver by the Board of County Commissioners should consider not submitting a proposal;

PROPOSAL FORMAT

The County reserves the right to award a contract pursuant to this RFP without further discussion with proposers. Therefore, it is important that each proposal is complete, adheres to the format and instructions contained herein, and is submitted in the most favorable manner possible.

Proposers must respond in the format delineated below:

- Submit one (1) original, eight (8) copies and one (1) electronic copy on USB drive. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.
- All responses and copies are to be submitted on 8 ½ x 11 inch paper, bound individually and tabbed as applicable.
- 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.

SUBMITTAL REQUIREMENTS

The following information shall be submitted with your proposal. Failure to submit this information in its entirety will negatively impact the evaluation of your proposal.

TAB 1. QUALIFICATIONS OF FIRM

- A. Letter of Transmittal. Each proposal shall be accompanied by a letter of transmittal not exceeding two (2) pages, which summarizes key points of the response to this Request for Proposals and which is signed by an officer of the firm who is responsible for committing the firm's resources.

The letter of transmittal shall include the following:

1. Name of the firm submitting the proposal;
2. Name and title of the individual with responsibility for this response and to whom matters regarding this RFP should be directed;
3. Mailing address;

4. Telephone number, e-mail address, and fax number of firm's primary contact, and
 5. Brief narrative of the firm's qualifications to provide financial legal services to Orange County, including confirmation that the proposer meets the Minimum Firm Requirements set forth herein; and,
- B. Proposal Intent: Proposer shall provide a statement indicating which of the three financial legal roles the firm is seeking: 1) SEC Disclosure Counsel, 2) Sales Tax and Utilities Revenue Bond Counsel, and/or 3) Special Services Bond Counsel. A firm can propose to provide services for one role, two roles, or for all three of the roles by providing the information requested below for each role(s) being sought. A single firm may be considered for the award of multiple roles based on the criteria herein.
- C. References. List at least five references, including governmental entity experience, for which the Proposer has performed work similar in scope and magnitude including the contact name, address, email address, telephone number and date of the contract.
- D. Red book. Provide documentation demonstrating the proposer is listed in the most recent edition of The Bond Buyer's Municipal Marketplace (i.e., the "Red Book");
- E. Firm Profile. Provide a narrative of the proposer's qualifications as they relate to providing the services outlined in the Scope of Service Sections of this RFP. Proposers shall provide examples of the firm's experience, capabilities, and structure that will be available to fill the County needs (and the direct value of that experience, capability, and structure). The information provided shall specifically include the following on a role-by-role basis:
1. Proposers seeking consideration for award as **SEC Disclosure Counsel** shall provide a description of the capabilities, experience and structure of the firm proposed to assist the County in the following aspects of municipal finance:
 - Florida municipal bond law and legislative impacts on pledged revenues,
 - Rules and regulations pertinent to disclosure regarding municipal bonds,(including your firms approach to regulatory initiatives such as the SEC Municipal Continuing Disclosure Compliance initiative and the recent addition to material events)
 - Preparation and issuance of preliminary and final official statements, and
 - Other expected duties and areas of practice as set forth in the Scope of Services for SEC Disclosure Counsel

NOTE: OMISSION OF ITEM 1 SHALL REMOVE A PROPOSER FROM CONSIDERATION FOR SEC DISCLOSURE COUNSEL.

2. Proposers seeking consideration for award as **Sales Tax and Utilities Revenue Bond Counsel** shall provide a description of the capabilities, experience and structure of the firm proposed to assist the County in the following aspects of municipal finance:

- Florida municipal bond law and legislative impacts on pledged revenues,
- Federal tax law pertinent to municipal bonds,
- local government law pertinent to municipal bonds,
- special legal considerations relating to the expected repayment sources and types of financial undertakings,
- bond validation proceedings; and
- other expected duties and areas of practice as set forth in the Scope of Services for Sales Tax and Utilities Revenue Bond Counsel, and/or Special Services Bond Counsel

NOTE: OMISSION OF ITEM 2 SHALL REMOVE A PROPOSER FROM CONSIDERATION FOR SALES TAX AND UTILITIES REVENUE BOND COUNSEL.

3. Proposers seeking consideration for award as **Special Services Bond Counsel** shall provide a description of the capabilities, experience and structure of the firm proposed to assist the County in the following aspects of municipal finance:

- Florida municipal bond law and legislative impacts on pledged revenues,
- Federal tax law pertinent to municipal bonds,
- local government law pertinent to municipal bonds,
- special legal considerations relating to the expected repayment sources and types of financial undertakings,
- bond validation proceedings; and
- other expected duties and areas of practice as set forth in the Scope of Services for Sales Tax and Utilities Revenue Bond Counsel, and/or Special Services Bond Counsel

NOTE: OMISSION OF ITEM 3 SHALL REMOVE A PROPOSER FROM CONSIDERATION FOR SPECIAL SERVICES BOND COUNSEL.

F. Capacity. A brief description of the firm's present and projected workload, staffing and ability to provide prompt, quality legal services; The firm's lawyers shall have sufficient time to execute and fulfill the duties of financial legal counsel to Orange County and not be burdened by professional responsibilities or workload or by personal or other constraints which would interfere in any material respect with the attorney's or firm's obligations hereunder.

G. Experience. A list of up to thirty bond, note, or other financial transactions for which the firm has served as counsel since January 2010. Complete the following table for each issue providing the information identified below:

- Security Source
- Issuance Date
- Size
- Title & Purpose
- Lead Attorney & Firm Role(s) (i.e. Bond Counsel, Disclosure Counsel, Underwriters Counsel, Issuers Counsel, Trustee Counsel, and Co-Counsel)
- Competitive or negotiated transaction
- Structure: Fixed, VRDB, Auction Rate, Synthetic Fixed or variable, etc.

Item G; Representative Table

Security Source	Issuance Date	Size	Title & Purpose	Lead Attorney & Firm Role	Competitive/ Negotiated	Structure
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- H. Performance. A description of any disciplinary action, administrative proceedings or malpractice claim or other like proceeding against the firm or any of its lawyers, whether current, pending, or threatened, as well as any such action, proceeding or claim occurring during the past five years; and,
- I. Other. Any other information that the proposing firm deems relevant and useful to the selection of bond counsel.

TAB 2. QUALIFICATIONS OF STAFF

The firm's assigned lawyers shall have substantial experience in municipal bond law, tax law, local government law, the trial and appeal of bond validation actions and the issuance of tax-exempt municipal bonds and notes. The information provided shall specifically include the following on a role-by-role basis:

- A. Proposers seeking consideration for award as **SEC Disclosure Counsel** shall provide an organization chart that lists all staff to be assigned to provide the required services and comprehensive resumes for each describing experience, training and education in the required consulting services. Additionally, documentation shall include the following:
1. Provide the name, title, office location, area of specialty and Florida Bar number (if applicable) of the attorney who will be designated as the "primary contact person" for the firm's proposal and who will be primarily responsible for ensuring the proper performance of the services to be rendered to the County as contemplated in Section 2. Specifications/Scope of Services;
 2. For each "primary contact" proposed, provide a list of up to thirty (30) bond, note, or other financial transactions for which the attorney designated as the "primary contact(s)" has served as counsel since January, 2010. This can include transactions undertaken by the "primary contact" while employed by other firms. If entirely applicable to the "primary contact" proposed, it is permissible to reprint the table from the Firm Experience and Capabilities Section that follows.

Complete a table such as the following table for each “primary contact(s)” providing the information identified below:

- Security Source
- Issuance Date
- Size
- Title & Purpose
- Role(s) (i.e. Bond Counsel, Disclosure Counsel, Underwriters Counsel, Issuers Counsel, Trustee Counsel, Co-Counsel)
- Competitive or negotiated transaction
- Structure: Fixed, VRDB, Auction Rate, Synthetic Fixed or variable, etc.; and,

Item A-2; Representative Table

Security Source	Issuance Date	Size	Title & Purpose	Role	Competitive/ Negotiated	Structure
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3. Provide the name, title, office location, area of specialty, Florida Bar number (if applicable) and description of relevant experience and expertise of each attorney supporting the “primary contact” and expected to perform services for the County.
4. The firm shall provide written confirmation (on its letterhead) signed by an officer of the firm that the individual identified in the proposal will be the staff who will provide the services specified. Any substitution shall have prior approval of the County. Any substitution without such prior approval shall be grounds for disqualification or termination.

NOTE: OMISSION OF ITEM A SHALL REMOVE A PROPOSER FROM CONSIDERATION FOR SEC DISCLOSURE COUNSEL.

B. Proposers seeking consideration for award as **Sales Tax and Utilities Revenue Bond Counsel** shall provide an organization chart that lists all staff to be assigned to provide the required services and comprehensive resumes for each describing experience, training and education in the required consulting services. Additionally, documentation shall include the following:

1. Provide the name, title, office location, area of specialty and Florida Bar number (if applicable) of the attorney who will be designated as the "primary contact person" for the firm's proposal and who will be primarily responsible for ensuring the proper performance of the services to be rendered to the County as contemplated in Section 2. Specifications/Scope of Services;
2. For each “primary contact” proposed, provide a list of up to thirty (30) bond, note, or other financial transactions for which the attorney designated as the “primary contact(s)” has served as counsel since January, 2010. This can include transactions undertaken by the “primary contact” while employed by other firms. If entirely applicable to the “primary contact” proposed, it is permissible to reprint the table

from the Firm Experience and Capabilities Section that follows. Complete a table such as the following table for each “primary contact(s)” providing the information identified below:

- Security Source
- Issuance Date
- Size
- Title & Purpose
- Role(s) (i.e. Bond Counsel, Disclosure Counsel, Underwriters Counsel, Issuers Counsel, Trustee Counsel, Co-Counsel)
- Competitive or negotiated transaction
- Structure: Fixed, VRDB, Auction Rate, Synthetic Fixed or variable, etc.; and,

Item B-2; Representative Table

Security Source	Issuance Date	Size	Title & Purpose	Role	Competitive/ Negotiated	Structure
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3. Provide the name, title, office location, area of specialty, Florida Bar number (if applicable) and description of relevant experience and expertise of each attorney supporting the “primary contact” and expected to perform services for the County.
4. The firm shall provide written confirmation (on its letterhead) signed by an officer of the firm that the individual identified in the proposal will be the staff who will provide the services specified. Any substitution shall have prior approval of the County. Any substitution without such prior approval shall be grounds for disqualification or termination.

NOTE: OMISSION OF ITEM B SHALL REMOVE A PROPOSER FROM CONSIDERATION FOR SALES TAX AND UTILITIES REVENUE BOND COUNSEL.

C. Proposers seeking consideration for award as **Special Services Bond Counsel** shall provide an organization chart that lists all staff to be assigned to provide the required services and comprehensive resumes for each describing experience, training and education in the required consulting services. Additionally, documentation shall include the following:

1. Provide the name, title, office location, area of specialty and Florida Bar number (if applicable) of the attorney who will be designated as the "primary contact person" for the firm's proposal and who will be primarily responsible for ensuring the proper performance of the services to be rendered to the County as contemplated in Section 2. Specifications/Scope of Services;
2. For each “primary contact” proposed, provide a list of up to thirty (30) bond, note, or other financial transactions for which the attorney designated as the “primary contact(s)” has served as counsel since January, 2010. This can include transactions undertaken by the

“primary contact” while employed by other firms. If entirely applicable to the “primary contact” proposed, it is permissible to reprint the table from the Firm Experience and Capabilities Section that follows. Complete a table such as the following table for each “primary contact(s)” providing the information identified below:

- Security Source
- Issuance Date
- Size
- Title & Purpose
- Role(s) (i.e. Bond Counsel, Disclosure Counsel, Underwriters Counsel, Issuers Counsel, Trustee Counsel, Co-Counsel)
- Competitive or negotiated transaction
- Structure: Fixed, VRDB, Auction Rate, Synthetic Fixed or variable, etc.; and,

Item C-2; Representative Table

Security Source	Issuance Date	Size	Title & Purpose	Role	Competitive/ Negotiated	Structure
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3. Provide the name, title, office location, area of specialty, Florida Bar number (if applicable) and description of relevant experience and expertise of each attorney supporting the “primary contact” and expected to perform services for the County.
4. The firm shall provide written confirmation (on its letterhead) signed by an officer of the firm that the individual identified in the proposal will be the staff who will provide the services specified. Any substitution shall have prior approval of the County. Any substitution without such prior approval shall be grounds for disqualification or termination.

NOTE: OMISSION OF ITEM C SHALL REMOVE A PROPOSER FROM CONSIDERATION FOR SPECIAL SERVICES BOND COUNSEL.

TAB 3. TECHNICAL APPROACH

- A. Understanding of Requirements. After evaluating this Request for Proposals, including Section 2. Scope of Services, and the Exhibits, provide a statement demonstrating an understanding of the services and support required by this Request for Proposals. Confirm the Proposer’s agreement to meet the minimum requirements of this Request for Proposals and the Scope of Services herein.
- B. Concerning services and support, provide a brief summary of the firm’s operating philosophy.
- C. Describe, using examples from prior work of the firm, how your firm adds value for a client organization through the expert delivery of the services your firm seeks under this RFP.

- D. In light of the services expected by the County as set forth in the Scope of Services, each proposer should identify and explain any objection, reservation, and/or limitation regarding the expected services the proposer will provide.

TAB 4.

FEE SCHEDULE

Each proposer shall complete and submit the applicable Fee Schedule included herein in Section 5, Attachments (on a role-by-role basis).

- A. Fees for Services Rendered –This RFP contains Fee Schedule Forms, an exact likeness of which shall be used to provide the Fee proposal for each role being sought. In the event that services are requested on matters unrelated to a particular bond issuance, the firm will be asked to propose hourly rates.
- B. A bond issuance transaction is construed by the County to include all similarly titled series of bonds issued for a related purpose within a 90-day period. All fees for services in connection with the issuance of the bonds are contingent upon delivery of the bonds, and payment shall be made at such time after delivery of the bonds as your firm shall render a timely bill for such services.
- C. Reimbursement for Costs - Unless the County and the successful proposers agree otherwise, the County will reimburse the firm for the expenses incurred by it for copying (\$.10 per page for black and white, \$1.00 per color page), postage, overnight delivery, long distance telephone calls (exclusive of long distance telephone calls incurred between cities in which the firm has offices), court reporter fees, transcripts, court filing fees, process service charges, and extraordinary travel expenses. There will be no reimbursement for any other expenses not identified in the preceding sentence without the express written authorization of the Manager of Fiscal and Business Services or his/her designee. All invoices submitted for such reimbursements shall contain complete and detailed information supported by appropriate receipts for the requested reimbursement.
- D. Travel, lodging and meals shall only be reimbursed at rates allowed to public employees under state law, all without mark-up or multiplier. In the case of firms accepting the points awarded in this RFP for “local” firms, travel expense reimbursements are expected to be infrequent and approved only by prior consent when: 1) the County seeks immediate consultation involving last minute travel arrangements, or 2) when the County seeks special legal consultation outside the scope of services of this RFP from lawyers outside the local office or 3) services provided at another venue other than Orange County.

TAB 5.

ORANGE COUNTY COMPLIANCE DOCUMENTATION

- A. **Proposal Cover Page** shall be completed and submitted with your proposal.
- B. **Current W9** shall be completed and submitted with your proposal.
- C. **Acknowledged Addenda(s) OR Acknowledgement of Addenda Form** shall be completed and submitted with your proposal.

- D. **Authorized Signatories/Negotiators Form** shall be completed and submitted with your proposal.
- E. **Drug-Free Workplace Form** shall be completed and submitted with your proposal.
- F. **Conflict/Non-Conflict of Interest Form** shall be completed and submitted with your proposal.
- G. **E-Verification Certification** shall be completed and submitted with your proposal.
- H. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder, proposer or responder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with your proposal. The Proposer shall not be awarded a contract unless this form has been completed and submitted.
- I. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in Section 2-351, Orange County Code. This form shall be completed and submitted with any bid, proposal or other response to an Orange County solicitation. The Proposer shall not be awarded a contract unless this form has been completed and submitted.
- J. **Agent Authorization Form** (if Applicable) shall be completed and submitted with your proposal OR marked “Not Applicable.”
- K. **Leased Employee Affidavit** (if Applicable) shall be completed and submitted with your proposal OR marked “Not Applicable.”
- L. **Information for determining Joint Venture Eligibility** (if Applicable) shall be completed and submitted with your proposal OR marked “Not Applicable.”

TAB 6. LOCATION FORM

The Location Form determining proximity to the project site shall be completed and submitted with your proposal in order to receive credit.

TAB 7. BUSINESS DEVELOPMENT DOCUMENTATION

- A. **Equal Opportunity Workforce Schedule** shall be completed and submitted with your proposal in order to receive credit.
- B. **Schedule of Subcontracting M/WBE Participation Form** shall be completed and submitted with your proposal in order to receive credit.
- C. **Schedule of Subcontracting SDV Participation Form** shall be completed and submitted with your proposal in order to receive credit.

- D. **Dislocated Worker Proposed Hiring Information** shall be completed and submitted with your proposal in order to receive credit.
- E. **Letter of Intent (Verification of M/WBE Utilization)** shall be completed and submitted with your proposal in order to receive credit.
- F. **Letter of Intent (Verification of Service Disabled Veteran Utilization)** shall be completed and submitted with your proposal in order to receive credit.

MINORITY/WOMEN OWNED BUSINESS ENTERPRISE:

- A. Proposers must address how they intend to comply with the Orange County M/WBE Ordinance, No. 94-02 and amended by Ordinance No. 2009-21. The goal of certified minority/women business enterprise is 24% of the contract value for this project. The Ordinance also addresses minority/women group employment levels setting goals to encourage each Proposer to maintain 18% minority and 6% women employee workforce levels in specific categories.
- B. M/WBE firms must be Orange County certified at time of submittal of the Proposal and must be certified in the area(s) for which they will be used. If a firm claims to be certified, but is not listed on the County's website, ocfl.net, the Proposer should obtain a copy of their Orange County certificate and/or contact the Business Development Division at 407-836-7317 for verification of certification. Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola Counties) are eligible for Orange County certification.
- C. Effective August 1, 2003, the County has implemented a graduation program whereby M/WBE firms designated as graduates can participate in the M/WBE program only on specified projects. A prime Contractor may only use a graduate M/WBE to satisfy M/WBE participation in the following:
 - For Professional Services in which estimated the overall contractual fees to be awarded to the prime in excess of \$500,000.
 - Vertical construction projects in which the total prime contractor's estimate in excess of \$10,000,000.
 - Horizontal construction projects in which the total prime contractor's estimate in excess of \$7,000,000.
 - Other construction projects in which the total estimate is in excess \$7,000,000.

It is the proposing firm's responsibility to insure that graduate M/WBE's are not listed in proposals to meet M/WBE participation requirements on projects in which they are not eligible to participate.

D. Proposers must submit signed Letter of Intent with their Proposal for all current Orange County certified M/WBE subcontractors identified on the **Schedule of Subcontracting - M/WBE Participation Form**. These Letters of Intent must indicate the scope of work to be performed by every M/WBE plus the percentage of the overall contract value for all years of the contract to be contracted to the listed subcontractor.

E. The awarded prime Contractor's responsibilities and requirements are listed below and shall be included in the sub-agreement:

1. Whereas the prime contractor is being paid in accordance with the Local Government Prompt Payment Act, contractor shall incorporate a 72-hour prompt payment assurance provision and payment schedule in all sub-contracts between the prime and sub-contractors.

Note: The County reserves the right to verify that all sub-contractors are being paid within 72 hours of the County's remittance to the prime contractor.

2. File copies of all executed subcontractor agreement/contracts between the prime and all M/WBE subcontractors on the project to Orange County Business Development Division one-time for the duration of the contract.

3. The awarded prime Contractor shall furnish written documentation evidencing actual dollars paid to each subcontractor utilized by the prime Contractor on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the prime Contractor prior to the issuance of final payment.

4. The sub-contract agreement shall include: (a) the percentage of the overall contract value to be sub-contracted; and (b) the dollar amount based on the percentage of the contract value to be sub-contracted (if available at time of sub-contract agreement).

5. The prime Contractor shall submit an updated quarterly MWBE utilization report and the Equal Opportunity Workforce Schedule report for all professional service contracts. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period.

6. All sub-contracts shall include the following statement: "It is the M/WBE's responsibility to submit the required quarterly M/WBE utilization reports to the prime and final M/WBE Payment Verification Form to the Business Development Division denoting the percentage of the overall contract fees".

The M/WBE's failure to submit the required documents could negatively impact their M/WBE recertification.

7. Notwithstanding any termination provisions in this Subcontract Agreement, the Prime Contractor shall not terminate this Subcontract Agreement without prior written authorization of the Orange County Business Development Division Manager, nor shall the Prime Contractor amend this Subcontract Agreement, or reduce the Scope of Work or monetary value awarded under this Subcontract Agreement, without prior written authorization of the Orange County Business Development Manager.
8. Upon execution of any renewal or extension to this contract, the Prime Contractor shall execute renewals with all approved specified sub-contractors for the full duration of the contract. All sub-contract agreements shall be contingent upon the term (whether terminated, renewed, or extended) of the Prime's contract with the County.
9. The prime Contractor shall expeditiously advise all M/WBE's and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the M/WBE firm on their team.
10. The County may at its discretion require copies of sub-contracts/Purchase Orders for non-M/WBE's listed on the Schedule of Sub-contracting- M/WBE Participation form and/or utilized on the project however if this option is not exercised the awarded proposer shall provide a list of all non-M/WBE sub-contractors certifying that a prompt payment clause has been included in that contract or Purchase Order.

Execution of the contract between Orange County and the Proposer shall be contingent upon the filing of executed contracts between the Proposer and the M/WBE subs listed on the Schedule of Subcontracting - M/WBE Participation Form with the Business Development Division.

Proposers are expressly prohibited from substituting subcontractors projected to perform five percent (5%) or more of the overall work as stated in the written Proposal. Such substitution, for any reason, after opening of the Proposal, and prior to award by the County, shall result in disqualification of the Proposal from further consideration for award, except in extraordinary circumstances. Examples of such circumstances are the subcontractors' firm going out of business; death of the owner of the firm; or the inability of the sub-Contractor to perform the work specified. Should such an occurrence arise, it must be substantiated, and the substitution approved, by the County prior to contract execution.

Requests for substitution of subcontractors who are cumulatively scheduled to perform less than five percent (5%) of the over-all scope of services may be considered only prior to final scoring of Proposals by the Procurement Committee. Such requests for substitution must be in writing accompanied by a written withdrawal from the originally listed subcontractor. Failure to comply with these requirements shall result in disqualification of the Proposal from further consideration for award. The Procurement Committee shall be the sole determinant regarding acceptance/rejection of requested substitutions.

The proposer understands that this RFP does not constitute an agreement or contract with the Proposers.

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

BONUS POINTS FOR HIRING OF DISLOCATED WORKERS

Proposers may be awarded a maximum of five (5) bonus points for a commitment to hire dislocated workers residing in Orange County, Florida as full-time employees **for the duration of the contract**. One point will be awarded for each new full-time hire up to and including a maximum of five (5) points.

To be eligible for bonus points, Proposers must complete Form WR – Section I (attached) listing the number of dislocated workers to be hired full-time and submit with the Proposal. Bonus points shall only be awarded once for any one individual hired. Individuals hired may be employed in any position within the firm but must be hired on a full-time basis.

Within five (5) days after the contract award, the Proposer shall contact the Business Development Division Liaison at (407) 836-7317 to assist with meeting this requirement.

The failure of the CONSULTANT to comply with these hiring commitments after contract award shall be grounds for termination of the contract for default.

During performance of the contract, the Consultant will take appropriate steps to ensure that individuals hired under this program are retained. However, if it becomes necessary to replace an employee, the Consultant shall contact the Business Development Division (BDD) Liaison. At its discretion, the County may periodically request submission of certified payrolls to confirm the employment status of program participants.

BONUS POINTS FOR UTILIZING REGISTERED SERVICE-DISABLED VETERAN FIRMS

Additional point consideration will be available for proposers who utilize registered Service-Disabled Veteran (SDV) business enterprises and will receive the following point allocation:

- A. Registered SDV business enterprise proposers competing as a prime contractor shall receive five (5) points;
- B. Registered SDV proposers with registered SDV business enterprise sub-Contractors on their team shall receive two points for each sub-Contractor up to a maximum of ten (10) points;
- C. Proposers with registered SDV business enterprise sub-Contractors on their team shall receive two points for each registered SDV sub-Contractor up to a maximum of ten (10) points.

- D. All SDV firms must be Orange County registered at the time of submittal of the proposal and must be registered in the area(s) for which they will be used.
- E. If a firm claims to be registered, but is not listed on the County's website, ocf1.net, the Proposer should obtain a copy of their Orange County registration and/or contact the Business Development Division at 407-836-7317 for verification of registration. Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola counties) are eligible for Orange County registration.
- F. Proposers shall submit signed Letters of Intent with their proposal. Proposers for all current Orange County registered subcontractors identified on the **Schedule of Subcontracting – SDV Participation Form**. These letters of Intent must indicate the scope of work to be performed by every registered SDV plus the percentage of the contract value to be contracted to the listed subcontractor.
- G. The Contractor's responsibilities and requirements are itemized below:
1. Whereas the prime contractor is being paid in accordance with the Local Government Prompt Payment Act, contractor shall incorporate a 72-hour prompt payment assurance provision and payment schedule in all contracts between the prime and sub-Contractors.

Note: The County reserves the right to verify that all sub-contractors are being paid within 72 hours of the County's remittance to the prime contractor.
 2. File copies of all executed subcontractor agreement/contracts between the prime and all SDV subcontractors on the project to Orange County Business Development Division.
 3. The Contractor shall furnish written documentation evidencing actual dollars paid to each subcontractor utilized by the prime Contractor on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the prime Contractor prior to the issuance of final payment.
 4. The sub-contract agreement shall include: (a) the percentage of the overall contract value to be sub-contracted; and (b) the dollar amount based on the percentage of the contract value to be sub-contracted (if available at time of sub-contract agreement).
 5. The Contractor shall submit an updated quarterly SDV utilization report and the Equal Opportunity Workforce Schedule report for all professional service contracts. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period.

6. The Contractor shall not substitute, replace or terminate any SDV firm without prior written authorization of the Business Development Division, nor shall the Contractor reduce the scope of work or monetary value of a subcontractor without written authorization of the Business Development Division.
7. Upon execution of any renewal or extension to this contract, the Prime Contractor shall execute renewals with all approved specified sub-contractors for the full duration of the contract. All sub-contract agreements shall be contingent upon the term (whether terminated, renewed, or extended) of the Prime's contract with the County.
8. The Contractor shall expeditiously advise all SDV's and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the SDV firm(s) on their team.

Execution of the contract between Orange County and the Proposer shall be contingent upon the filing of executed contracts between the Proposer and the SDV subs listed on the Schedule of Subcontracting - SDV Participation Form with the Business Development Division.

Proposers are expressly prohibited from substituting subcontractors projected to perform five percent (5%) or more of the overall work as stated in the written Proposal. Such substitution, for any reason, after opening of the Proposal, and prior to award by the County, shall result in disqualification of the Proposal from further consideration for award, except in extraordinary circumstances. Examples of such circumstances are the subcontractors' firm going out of business; death of the owner of the firm; or the inability of the sub-Contractor to perform the work specified. Should such an occurrence arise, it must be substantiated, and the substitution approved, by the County prior to contract execution.

Requests for substitution of subcontractors who are cumulatively scheduled to perform less than five percent (5%) of the over-all scope of services may be considered only prior to final scoring of Proposals by the Procurement Committee. Such requests for substitution must be in writing accompanied by a written withdrawal from the originally listed subcontractor. Failure to comply with these requirements shall result in disqualification of the Proposal from further consideration for award. The Procurement Committee shall be the sole determinant regarding acceptance/rejection of requested substitutions.

The proposer understands that this RFP does not constitute an agreement or contract with the Proposers.

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

When considering two (2) or more proposals, or replies for the procurement of goods or services, where at least one is from a registered SDV business enterprise but which are otherwise equal with respect to all relevant considerations, including price, quality, and service, the Procurement Division Manager shall award such procurement or contract to the registered SDV business enterprise.

If a registered SDV, entitled to the vendor preference and one (1) or more other M/WBE businesses also entitled to this preference, or another vendor preference provided by the Orange County Code, submits bids, proposals, or replies for the procurement of goods or services which are otherwise equal with respect to all relevant considerations, including price, quality and service, then the Procurement Division Manager will award the procurement or contract to the business having the smallest net worth.

The Proposer shall contact the Business Development Division Liaison, at 407-836-8363 for any questions and/or concerns as it relates to Registered Service-Disabled Veterans.

SECTION 4
SELECTION CRITERIA

SELECTION CRITERIA

<u>CRITERIA</u>	<u>WEIGHT</u>
Qualifications of Staff	20
Qualifications of Firm	20
Technical Approach	20
M/WBE Utilization	10
Location	10
<u>Fee Proposal</u>	<u>20</u>
TOTAL	100

Dislocated Worker Hires	5 Bonus Points
Registered SDV SubContractor Hires	10 Bonus Points
Registered SDV Prime proposers	5 Bonus Points

**SECTION 5
ATTACHMENTS**

**FEE SCHEDULE FORM
RFP#Y20-186-KB, FINANCIAL LEGAL COUNSEL**

SEC DISCLOSURE COUNSEL

Fees for Services Provided as SEC Disclosure Counsel:

I. The following information shall be used to provide the fees to provide SEC Disclosure Counsel services as contemplated in the Scope of Services for the issuance of bonds. Fees shall be presented as a price per \$1,000 of par value issued in each of the cumulative ascending levels of debt in any issuance. The debt groupings presented must be used without alteration. However, proposers are not required to offer a fee proposal for each requested grouping, debt level, or minimum or maximum amount.

Proposed fees will be considered in selecting firms. When evaluating total cost, the County will use a standard model based on the typical bond size and activity for the last ten years to produce a calculation for the expected cost amount from the fees proposed.

Minimum fee for a successful closing of bonded debt: \$_____

(If your firm does not require a minimum fee, then respond “No minimum, refer to fees in the chart.”)

FEE PROPOSAL PER \$1,000 UPON SUCCESSFUL CLOSING			
Par Value Range of Bonds Issued			Fee per \$1,000
\$0	\$25,000,000		
\$25,000,001	\$50,000,000		
\$50,000,001	\$100,000,000		
\$100,000,001	\$200,000,000		
Over \$200,000,001			

Maximum fee for a successful closing of bonded debt: \$_____

(If your firm does not offer a capped maximum fee, then respond “No maximum, refer to fees in the chart.”)

For computation clarification, based upon the information in your responses to the minimum, maximum, and the fees presented in the chart, provide the proposed fees and computation upon successful completion bonded debt in the following amounts:

- \$15,000,000
- \$90,000,000
- \$175,000,000
- \$500,000,000

**FEE PROPOSAL FORM
SEC DISCLOSURE COUNSEL (CONTINUED)**

II. In the following table, provide the hourly fee rate and appropriate titles for firm staff that would provide services to the County. Hourly fees for legal services unrelated to bond issuance will require detailed time reports to accompany the invoices. The generic classifications provided are just guidelines and you can use as many or as few of these as are necessary to correspond to the actual staff levels proposed by your firm to provide service to the County:

HOURLY FEE PROPOSAL TABLE			
Generic Classifications	Actual Corresponding Title in Proposers Firm		Hourly Fee
Senior or Managing Partner			
Law Partner			
Senior Associate Lawyer			
Associate Lawyer			
Paralegal			
Office Assistant/Clerical			

In addition, for simplicity, your firm may propose a blended hourly rate for all work performed on an hourly basis (although the County may elect to use individual itemized rate structure proposed above): **Blended Hourly Rate: \$_____ per hour.**

III. The County seeks flat fee proposals for legal opinions of varying complexity and exposure. The County often has financial projects such as leases and small bank loans for citizen projects or projects with other entities. These financial matters are often with staff having less resources and experience. In order to expedite closings in these matters, the County sometimes requires opinions as to: 1) the enforceability, validity and due authorization, 2) tax opinions relating to the tax-exempt status, and 3) opinions related to arbitrage, use of bond proceeds, and other miscellaneous matters. In order to allow payment for such opinions, the engagement letter must contemplate fees for such opinions.

To the extent a proposer is willing, the County seeks fee proposals to provide such miscellaneous opinions to the County and other parties to the transactions as necessary. To mitigate unexpected circumstances and unacceptable risk, the County seeks to mutually agree with the selected firm (at the time an opinion is requested) whether the firm is willing to provide the requested opinion and whether the opinion is a “simple opinion” requiring little risk and effort, a “standard opinion” requiring some risk and effort, or a “complex matter” requiring more risk and effort. Based upon the mutually agreed complexity at the time an opinion is requested, use the following table for the flat fee proposal for those opinions your firm is willing to provide, if any:

**FEE PROPOSAL FORM
SEC DISCLOSURE COUNSEL (CONTINUED)**

MISCELLANEOUS OPINION FLAT FEE TABLE			
	“Simple Opinion”	“Standard Opinion”	“Complex Opinion”
Enforceability, Validity, and Due Authorization Opinions			
Tax Opinions			
Opinions on other matters			

Company Name: _____

**FEE SCHEDULE FORM
RFP#Y20-186-KB, FINANCIAL LEGAL COUNSEL**

SALES TAX AND UTILITIES REVENUE BOND COUNSEL

Fees for Services Provided as Sales Tax and Utilities Revenue Bond Counsel:

I. The following information will be used to provide the fees to provide Sales Tax and Utilities Revenue Bond Counsel services as contemplated in the Scope of Services for the issuance of bonds. Fees will be presented as a price per \$1,000 of par value issued in each of the cumulative ascending levels of debt in any issuance. The debt groupings presented must be used without alteration. However, proposers are not required to offer a fee proposal for each requested grouping, debt level, or minimum or maximum amount.

Proposed fees will be considered in selecting firms. When evaluating total cost, the County will use a standard model based on the bond size and activity typical for the last ten years to produce a calculation for the expected cost amount from the fees proposed.

Minimum fee for a successful closing of bonded debt: \$_____

(If your firm does not require a minimum fee, then respond “No minimum, refer to fees in the chart.”)

FEE PROPOSAL PER \$1,000 UPON SUCCESSFUL CLOSING			
Par Value Range of Bonds Issued			Fee per \$1,000
\$0	\$25,000,000		
\$25,000,001	\$50,000,000		
\$50,000,001	\$100,000,000		
\$100,000,001	\$200,000,000		
Over \$200,000,001			

Maximum fee for a successful closing of bonded debt: \$_____

(If your firm does not offer a capped maximum fee, then respond “No maximum, refer to fees in the chart.”)

For computation clarification, based upon the information in your responses to the minimum, maximum, and the fees presented in the chart, provide the proposed fees and computation upon successful completion bonded debt in the following amounts:

- \$15,000,000
- \$90,000,000
- \$175,000,000
- \$500,000,000

FEE PROPOSAL FORM
SALES TAX AND UTILITIES REVENUE BOND COUNSEL (CONTINUED)

II. In the following table, provide the hourly fee rate and appropriate titles for firm staff that would provide services to the County. Hourly fees for legal services unrelated to bond issuance will require detailed time reports to accompany the invoices. The generic classifications provided are just guidelines and you can use as many or as few of these as are necessary to correspond to the actual staff levels proposed by your firm to provide service to the County:

HOURLY FEE PROPOSAL TABLE			
Generic Classifications	Actual Corresponding Title in Proposers Firm		Hourly Fee
Senior or Managing Partner			
Law Partner			
Senior Associate Lawyer			
Associate Lawyer			
Paralegal			
Office Assistant/Clerical			

In addition, for simplicity, your firm may propose a blended hourly rate for all work performed on an hourly basis (although the County may elect to use individual itemized rate structure proposed above): **Blended Hourly Rate: \$_____ per hour.**

III. The County seeks flat fee proposals for legal opinions of varying complexity and exposure. The County often has financial projects such as leases and small bank loans for citizen projects or projects with other entities. These financial matters are often with staff having less resources and experience. In order to expedite closings in these matters, the County sometimes requires opinions as to: 1) the enforceability, validity and due authorization, 2) tax opinions relating to the tax-exempt status, and 3) opinions related to arbitrage, use of bond proceeds, and other miscellaneous matters. In order to allow payment for such opinions, the engagement letter must contemplate fees for such opinions.

To the extent a proposer is willing, the County seeks fee proposals to provide such miscellaneous opinions to the County and other parties to the transactions as necessary. To mitigate unexpected circumstances and unacceptable risk, the County seeks to mutually agree with the selected firm (at the time an opinion is requested) whether the firm is willing to provide the requested opinion and whether the opinion is a “simple opinion” requiring little risk and effort, a “standard opinion” requiring some risk and effort, or a “complex matter” requiring more risk and effort. Based upon the mutually agreed complexity at the time an opinion is requested, use the following table for the flat fee proposal for those opinions your firm is willing to provide, if any:

**FEE PROPOSAL FORM
SALES TAX AND UTILITIES REVENUE BOND COUNSEL (CONTINUED)**

MISCELLANEOUS OPINION FLAT FEE TABLE			
	“Simple Opinion”	“Standard Opinion”	“Complex Opinion”
Enforceability, Validity, and Due Authorization Opinions			
Tax Opinions			
Opinions on other matters			

Company Name: _____

**FEE SCHEDULE FORM
RFP#Y20-186-KB, FINANCIAL LEGAL COUNSEL
SPECIAL SERVICES BOND COUNSEL**

Fees for Services Provided as Special Services Bond Counsel:

- I. The following information will be used to provide the fees to provide Special Services Bond Counsel services as contemplated in the Scope of Services for the issuance of bonds. Fees will be presented as a price per \$1,000 of par value issued in each of the cumulative ascending levels of debt in any issuance. The debt groupings presented must be used without alteration. However, proposers are not required to offer a fee proposal for each requested grouping, debt level, or minimum or maximum amount.

Proposed fees will be considered in selecting firms. When evaluating total cost, the County will use a standard model based on the typical bond size and activity for the last ten years to produce a calculation for the expected cost amount from the fees proposed.

Minimum fee for a successful closing of bonded debt: \$ _____

(If your firm does not require a minimum fee, then respond “No minimum, refer to fees in the chart.”)

FEE PROPOSAL PER \$1,000 UPON SUCCESSFUL CLOSING			
Par Value Range of Bonds Issued			Fee per \$1,000
\$0	\$25,000,000		
\$25,000,001	\$50,000,000		
\$50,000,001	\$100,000,000		
\$100,000,001	\$200,000,000		
Over \$200,000,001			

Maximum fee for a successful closing of bonded debt: \$ _____

(If your firm does not offer a capped maximum fee, then respond “No maximum, refer to fees in the chart.”)

For computation clarification, based upon the information in your responses to the minimum, maximum, and the fees presented in the chart, provide the proposed fees and computation upon successful completion bonded debt in the following amounts:

- \$15,000,000
- \$90,000,000
- \$175,000,000
- \$500,000,000

**FEE PROPOSAL FORM
SPECIAL SERVICES BOND COUNSEL (CONTINUED)**

II. In the following table, provide the hourly fee rate and appropriate titles for firm staff that would provide services to the County. Hourly fees for legal services unrelated to bond issuance will require detailed time reports to accompany the invoices. The generic classifications provided are just guidelines and you can use as many or as few of these as are necessary to correspond to the actual staff levels proposed by your firm to provide service to the County:

HOURLY FEE PROPOSAL TABLE			
Generic Classifications	Actual Corresponding Title in Proposers Firm		Hourly Fee
Senior or Managing Partner			
Law Partner			
Senior Associate Lawyer			
Associate Lawyer			
Paralegal			
Office Assistant/Clerical			

In addition, for simplicity, your firm may propose a blended hourly rate for all work performed on an hourly basis (although the County may elect to use individual itemized rate structure proposed above): **Blended Hourly Rate: \$ _____ per hour.**

III. The County seeks flat fee proposals for legal opinions of varying complexity and exposure. The County often has financial projects such as leases and small bank loans for citizen projects or projects with other entities. These financial matters are often with staff having less resources and experience. In order to expedite closings in these matters, the County sometimes requires opinions as to: 1) the enforceability, validity and due authorization, 2) tax opinions relating to the tax-exempt status, and 3) opinions related to arbitrage, use of bond proceeds, and other miscellaneous matters. In order to allow payment for such opinions, the engagement letter must contemplate fees for such opinions.

To the extent a proposer is willing, the County seeks fee proposals to provide such miscellaneous opinions to the County and other parties to the transactions as necessary. To mitigate unexpected circumstances and unacceptable risk, the County seeks to mutually agree with the selected firm (at the time an opinion is requested) whether the firm is willing to provide the requested opinion and whether the opinion is a “simple opinion” requiring little risk and effort, a “standard opinion” requiring some risk and effort, or a “complex matter” requiring more risk and effort. Based upon the mutually agreed complexity at the time an opinion is requested, use the following table for the flat fee proposal for those opinions your firm is willing to provide, if any:

**FEE PROPOSAL FORM
SPECIAL SERVICES BOND COUNSEL (CONTINUED)**

MISCELLANEOUS OPINION FLAT FEE TABLE			
	“Simple Opinion”	“Standard Opinion”	“Complex Opinion”
Enforceability, Validity, and Due Authorization Opinions			
Tax Opinions			
Opinions on other matters			

Company Name: _____

PROPOSAL COVER PAGE

Company Name: _____

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

TIN#: _____ D-U-N-S® # _____

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

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____ Cell Phone Number: _____

Residence Telephone Number: _____ Email: _____

ACKNOWLEDGEMENT OF ADDENDA

The Proposer shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the proposal. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your proposal. Material impacts include but are not limited to changes to specifications, scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

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

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

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

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

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Proposer represents that the following **principals** are authorized to sign proposals, negotiate and/or sign contracts and related documents to which the proposer will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number/Email
_____	_____	_____
_____	_____	_____

_____ (Signature)	_____ (Date)
_____ (Title)	
_____ (Name of Business)	

The Proposer shall complete and submit the following information with the proposal:

Type of Organization

Sole Proprietorship Partnership Non-Profit
 Joint Venture* Corporation

- (a)
- (b) **State of Incorporation:** _____

Principal Place of Business (Florida Statute Chapter 607): _____
City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE PROPOSER’S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is: _____

* *Joint venture firms must complete and submit with their Proposal Response the form titled “Information for Determining Joint Venture Eligibility”, and a copy of the formal written and executed Joint Venture agreement between all joint venture parties. This joint venture agreement must be executed and indicate the parties’ respective roles, responsibilities and levels of participation for the project. **If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.** Failure to timely submit the required form along with the formal written and executed Joint Venture agreement may result in disqualification of your Proposal Response.*

DRUG-FREE WORKPLACE FORM

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

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

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

Proposer's Signature

Date

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

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

OR

The undersigned proposer, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

The undersigned proposer has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

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

E VERIFICATION CERTIFICATION

Contract No. Y20-186-KB, FINANCIAL LEGAL COUNSEL

I hereby certify that I will utilize the U.S. Department of Homeland Security’s E-Verify system in accordance with the terms governing the use of the system to confirm the employment eligibility of the individuals classified below. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida statutes.

All persons, including subcontractors and their workforce, who will perform work under **Contract No. Y20-186-KB, FINANCIAL LEGAL COUNSEL**, within the state of Florida.

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

**RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY
IS THE PRINCIPAL OR PRIMARY PROPOSER**

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Proposer and shall be submitted to the Procurement Division by the Proposer.

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

Part I

INFORMATION ON PROPOSER:

Legal Name of Proposer:

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

Business Phone: () _____

Facsimile: () _____

**INFORMATION ON PROPOSER'S AUTHORIZED AGENT, IF APPLICABLE:
(Agent Authorization Form also required to be attached)**

Name of Proposer's Authorized Agent:

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

Business Phone: () _____

Facsimile: () _____

Part II

IS THE PROPOSER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES ___ NO

IS THE MAYOR OR ANY MEMBER OF THE BCC THE PROPOSER'S EMPLOYEE?

___ YES ___ NO

IS THE PROPOSER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES ___ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Signature of Proposer

Date

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

**FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
RELATIONSHIP DISCLOSURE FORM**
Updated 6-28-11

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

The Relationship Disclosure Form (form OC CE 2D and form OC CE 2P) is a form created pursuant to the County's Local Code of Ethics, codified at Article XIII of Chapter 2 of the Orange County Code, to ensure that all development-related items and procurement items presented to or filed with the County include information as to the relationship, if any, between the applicant and the County Mayor or any member of the Board of County Commissioners (BCC). The form will be a part of the backup information for the applicant's item.

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

Form OC CE 2D is used only for development-related items, and form OC CE 2P is used only for procurement-related items. The applicant needs to complete and file the form that is applicable to his/her case.

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

Form OC CE 2D should be completed and filed by the owner of record, contract purchaser, or authorized agent. Form OC CE 2P should be completed and filed by the proposer, offeror, quoter, or respondent, and, if applicable, their authorized agent. In all cases, the person completing the form must sign the form and warrant that the information provided on the form is true and correct.

WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?

The relationship disclosure form needs to disclose pertinent background information about the applicant and the relationship, if any, between, on the one hand, the applicant and, if applicable, any person involved with the item, and on the other hand, the Mayor or any member of the BCC.

In particular, the applicant needs to disclose whether any of the following relationships exist: (1) the applicant is a business associate of the Mayor or any member of the BCC; (2) any person involved with the approval of the item has a beneficial interest in the outcome of the matter *and* is a business associate of the Mayor or any member of the BCC; (3) the applicant is a relative of the Mayor or any member of the BCC; or (4) the Mayor or any member of the BCC is an employee of the applicant. (See Section 2-454, Orange County Code.)

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Applicant means, for purposes of a development-related project, the owner, and, if applicable, the contract purchaser or owner's authorized agent. Applicant means, for purposes of a procurement item, the proposer, offeror, quoter, respondent, and, if applicable, the authorized agent of the proposer, offeror, quoter, or respondent.

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether

through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

Employee means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes.)

Relative means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee. (See Section 112.312(21), Florida Statutes.)

DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes.

WHERE DO THE RELATIONSHIP DISCLOSURE FORM AND ANY SUBSEQUENT UPDATES NEED TO BE FILED?

For a development-related item, the Relationship Disclosure Form and any update need to be filed with the County Department or County Division where the applicant filed the application. For a procurement item, the Relationship Disclosure Form and any update need to be filed with the Procurement Division.

WHEN DO THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial form needs to be filed when the applicant files the initial development-related project application or initial procurement-related forms. However, with respect to a procurement item, a response to a bid will not be deemed unresponsive if this form is not included in the initial packet submitted to the Procurement Division.

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division processing the application not less than seven (7) days prior to the scheduled BCC agenda date so that it may be incorporated into the BCC agenda packet. When the matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the BCC agenda packet, the applicant is obligated to verbally present such update to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?

The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This form and any updates will accompany the information for the applicant's project or item.

However, for development-related items, if an applicant discloses the existence of one or more of the relationships described above and the matter would normally receive final consideration by the Concurrency Review Committee or the Development Review Committee, the matter will be directed to the BCC for final consideration and action following committee review.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the Relationship Disclosure Form. Please be informed that if the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance or law governing relationship disclosures, the ordinance or law controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to an applicant or any other outside party. Accordingly, if the applicant or an outside party has any questions after reading this FAQ, he/she is encouraged to contact his/her own legal counsel.

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: _____
This is a Subsequent Form: _____

Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____

Name and Address of Principal's Authorized Agent, if applicable: _____

List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
2. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
3. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
4. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
5. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
6. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
7. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
8. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

Part III

Original signature and notarization required

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date

Signature of Principal or Principal's Authorized Agent
(check appropriate box)

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

**FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
SPECIFIC PROJECT EXPENDITURE REPORT**
Updated 3-1-11

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

A Specific Project Expenditure Report (SPR) is a report required under Section 2-354(b) of the Orange County Lobbying Ordinance, codified at Article X of Chapter 2 of the Orange County Code, reflecting all lobbying expenditures incurred by a principal and their authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and Contractor(s), if applicable, for certain projects or issues that will ultimately be decided by the Board of County Commissioners (BCC).

Matters specifically exempt from the SPR requirement are ministerial items, resolutions, agreements in settlement of litigation matters in which the County is a party, ordinances initiated by County staff, and some procurement items, as more fully described in 2.20 of the Administrative Regulations.

Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying need not be disclosed on this form. (See Section 2-354(b), Orange County Code.)

WHO NEEDS TO FILE THE SPR?

The principal or his/her authorized agent needs to complete and sign the SPR and warrant that the information provided on the SPR is true and correct.

A principal that is a governmental entity does not need to file an SPR.

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Expenditure means "a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying. This may include public relations expenditures (including but not limited to petitions, flyers, purchase of media time, cost of print and distribution of publications) but does not include contributions or expenditures reported pursuant to Chapter 106, Florida Statutes, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4)." (See Section 112.3215, Florida Statutes.) Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying are not deemed to be "expenditures." (See Section 2-354, Orange County Code.)

Lobbying means seeking "to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, Contractor, contractor, recommendation, decision or other foreseeable action of the [BCC]," and "include[s] all communications, regardless of whether initiated by the lobbyist or by the person being lobbied, and regardless of whether oral, written or electronic." (See Section 2-351, Orange County Code.) Furthermore, *lobbying* means communicating "directly with the County Mayor, with any other member of the [BCC], or with any member of a procurement committee." (See Section 2-351, Orange County Code.) *Lobbying* also

means communicating “indirectly with the County Mayor or any other member of the [BCC]” by communicating with any staff member of the Mayor or any member of the BCC, the county administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager. (See Section 2-351, Orange County Code.) *Lobbying* does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee other than the BCC.

Principal means “the person, partnership, joint venture, trust, association, corporation, governmental entity or other entity which has contracted for, employed, retained, or otherwise engaged the services of a lobbyist.” *Principal* may also include a person, partnership, joint venture, trust, association, corporation, limited liability corporation, or other entity where it or its employees do not qualify as a lobbyist under the definition set forth in Section 2-351 of the Orange County Code but do perform lobbying activities on behalf of a business in which it has a personal interest.

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the principal or his/her authorized agent to update the SPR whenever any of the information provided on the initial form changes.

WHERE DO THE SPR AND ANY UPDATES NEED TO BE FILED?

The SPR needs to be filed with the County Department or County Division processing the application or matter. If and when an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR needs to be filed with the County Department or County Division where the original application, including the initial SPR, was filed.

WHEN DO THE SPR AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial SPR needs to be filed with the other application forms. The SPR and any update must be filed with the appropriate County Department or County Division not less than seven (7) days prior to the BCC hearing date so that they may be incorporated into the BCC agenda packet. (See Section 2-354(b), Orange County Code.) When the matter is a discussion agenda item or is the subject of a public hearing, and any additional expenditure occurs less than 7 days prior to BCC meeting date or updated information is not included in the BCC agenda packet, the principal or his/her authorized agent is obligated to verbally present the updated information to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL BE MADE AWARE OF THE INFORMATION DISCLOSED ON THE SPR AND ANY UPDATES?

The information disclosed on the SPR and any updates will be a public record as defined by Chapter 119, Florida Statutes, and therefore may be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This information will accompany the other information for the principal’s project or item.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the SPR. Please be informed that in the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance governing specific project expenditure reports, the ordinance controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to a principal, his/her authorized agent, or any other outside party. Accordingly, if after reading this FAQ the principal, his/her authorized agent or an outside party has any questions, he/she is encouraged to contact his/her own legal counsel.

LOCATION FORM

Proposers shall complete and submit the information below to clearly identify the location and applicable percentage of the work to be performed at each location listed.

PRIME CONTRACTOR

PERCENTAGE OF WORK ASSIGNED

1.	Name: _____				_____ %
	Address: _____	City: _____	County: _____	State/Zip: _____	
2.	Name: _____				_____ %
	Address: _____	City: _____	County: _____	State/Zip: _____	
3.	Name: _____				_____ %
	Address: _____	City: _____	County: _____	State/Zip: _____	
4.	Name: _____				_____ %
	Address: _____	City: _____	County: _____	State/Zip: _____	

SUBCONTRACTOR / SUBCONTRACTOR

1.	Name: _____				_____ %
	Address: _____	City: _____	County: _____	State/Zip: _____	
2.	Name: _____				_____ %
	Address: _____	City: _____	County: _____	State/Zip: _____	
3.	Name: _____				_____ %
	Address: _____	City: _____	County: _____	State/Zip: _____	
4.	Name: _____				_____ %
	Address: _____	City: _____	County: _____	State/Zip: _____	

Total Percentage (**Must Equal 100%**) _____ %
 (Use additional pages if necessary)

AGENT AUTHORIZATION FORM

I/We, (Print Proposer name) _____, Do hereby authorize (print agent's name), _____, to act as my/our agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (RFP NUMBER AND TITLE) _____, and to appear on my/our behalf before any administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

Signature of Proposer

Date

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

If the proposer is submitting as a joint venture, please be advised that this form **MUST** be completed and the **REQUESTED** written joint-venture agreement **MUST** be attached and submitted with this form.

HOWEVER, IF THE PROPOSER IS NOT A JOINT VENTURE, CHECK THE FOLLOWING BLOCK: () NOT APPLICABLE

1. Name of joint venture: _____

2. Address of joint venture: _____

3. Phone number of joint venture: _____

4. Identify the firms which comprise the joint venture: _____

5. Describe the role of the MWBE / Labor Surplus Area(LSA) Firm (if applicable) in the joint venture: _____

6. Provide a copy of the formal written and executed Joint Venture agreement.

7. What is the claimed percentage of ownership and identify any MWBE/LSA partners (if applicable)?

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 2

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement provided by question 6.)

(a) Profit and loss sharing:

(b) Capital contributions, including equipment:

(c) Other applicable ownership interests:

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

(a) Financial decisions: _____

(b) Management decisions, such as:

(1) Estimating:

(2) Marketing and sales:

(3) Hiring and firing of management personnel:

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 3

(4) Purchasing of major items or supplies:

(c) Supervision of field operations:

NOTE: If, after filing this form and before the completion of the joint venture's work on the subject contract, there is any significant change in the information submitted, the joint venture must inform the County in writing.

*** Joint venture must be properly registered with the Florida Division of Corporations before the contract award and the name of the Joint Venture must be the same name used in the Bid Response.**

AFFIDAVIT

"The undersigned swear or affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to the County current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture. Also, permit authorized representatives of the County to audit and examine records of the joint venture. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm: _____ Name of Firm: _____

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 4

Date _____
State of _____
County of _____

AFFIDAVIT

On this _____ day of _____, 20____, before me appeared (name) _____, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____
Commission Expires _____

(Seal)

Date _____
State of _____
County of _____

On this _____ day of _____, 20____, before me appeared _____ (name), to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____
Commission Expires _____

(Seal)

EQUAL OPPORTUNITY WORKFORCE SCHEDULE

See: Sec. 17-322 (Establishment of goals; employment), Orange County Code of Ordinances

Directions: Review the definition of “minority” in Sec. 17-319 (Definitions), Orange County Code of Ordinances, and record the demographics of your workforce by inserting the number of applicable employees in each box below. The County will only consider your total workforce (“TWF”) that falls within the “employee types” designated by an asterisk (*) when evaluating this Bid/Proposal Response. For data collecting purposes, record any applicable employees located in the Orlando Metropolitan Statistical Area (“OMSA”) of Lake, Orange, Osceola, and Seminole counties. If a Joint Venture is bidding, each entity must fill out a separate schedule.

WORKFORCE		African American		Asian American		Hispanic American		Native American		Caucasian/Other		TOTAL	
		TWF	OMSA	TWF	OMSA	TWF	OMSA	TWF	OMSA	TWF	OMSA	TWF	OMSA
Employee Types (MALE)	Officials, Managers, and Supervisors*												
	Professionals*												
	Technicians*												
	Sales Workers												
	Office and Clerical												
	Craftsman (Skilled)												
	Operatives (Semi-Skilled)												
	Laborers (Unskilled)												
	Service Workers												
	Apprentice*												
	Interns/Co-Ops*												
	Dislocated Workers												
MALE SUBTOTAL													
Employee Types (FEMALE)	Officials, Managers, and Supervisors*												
	Professionals*												
	Technicians*												
	Sales Workers												
	Office and Clerical												
	Craftsman (Skilled)												
	Operatives (Semi-Skilled)												
	Laborers (Unskilled)												
	Service Workers												
	Apprentice*												
	Interns/Co-Ops*												
	Dislocated Workers												
FEMALE SUBTOTAL													
TOTAL													

Form Completed by (Print): _____ Signature: _____
 Form Approved by (Print): _____ Signature: _____

SCHEDULE OF SUB-CONTRACTING - M/WBE PARTICIPATION FORM

RFP Number & Title: _____

Proposers shall list **all** subcontractors to be used regardless of racial or gender grouping. Include all names, addresses, telephone numbers, type of work subcontracted and percentage of participation and M/WBE designation or majority (non-M/WBE owned company.) Designations are: MBE-BM (Black Male); M/WBE-BF (Black Female); MBE-HM (Hispanic Male); M/WBE-HF (Hispanic Female); MBE-NAM (Native American Male); M/WBE-NAF (Native American Female); MBE-AM (Asian Male); M/WBE-AF (Asian Female); and WBE-WF (White Female). Provide **all** information requested. Use additional sheets if necessary.

Will your firm perform **all** the work with your own forces? Yes ___ No ___ (If no complete the form below)

Name of Subcontractor	Address	Type of Work to be Performed (Shall be a Certified OC M/WBE)	Percent of Contract Value to be Subcontracted	M/WBE Designation Or Majority Owner

NOTE: An authorized signature on this form constitutes a binding commitment of subcontract the percentage and type of work listed above.

Company Name: _____

Signature: _____

Date: _____

SCHEDULE OF SUB-CONTRACTING - SDV PARTICIPATION FORM

RFP Number & Title: _____

Additional points will be available for proposers who subcontract with registered SDV business enterprises. List **all** Registered Service-Disabled Veterans subcontractors to be used. Include all names, addresses, telephone numbers, type of work subcontracted and percentage of participation. Provide **all** information requested. Use additional sheets if necessary.

Name of Subcontractor	Address	Type of Work to be Performed (Shall be a Registered OC SDV)	Percent of Contract Value to be Subcontracted

NOTE: An authorized signature on this form constitutes a binding commitment of subcontract the percentage and type of work listed above.

Company Name: _____

Signature: _____

Date: _____

**DISLOCATED WORKER
PROPOSED HIRING INFORMATION**

Section I: To be Submitted with Proposal

Firm: _____

Address: _____

Phone Number: _____

Email Address: _____

Number of Individuals to be Hired: _____

Signature of Authorized Representative of Above Firm: _____

Printed Name: _____

Section II: For CareerSource Central Florida Use Only (To be Completed After Contract Award)

Verification: I certify that the below individual are eligible.

Individual Complete Name:

1. _____ 2. _____

3. _____ 4. _____

5. _____ 6. _____

**CareerSource Central Florida
390 North Orange Avenue, Suite 700
Orlando, Florida 32805
407-531-1222**

Signature: _____

Printed Name: _____

LETTER OF INTENT

(VERIFICATION OF M/WBE UTILIZATION)

INSTRUCTIONS Proposers shall place the following on their letterhead, executed by their authorized agent. Signed Letters of Intent must be submitted with the Proposal for each M/WBE Sub-Contractor(s) listed by the Proposer on the schedule of Subcontracting-MWBE participation form. If percentages or dollar values listed on this agreement differ from percentages or dollar values listed on the schedule of Subcontracting-MWBE participation form of the proposal, the values listed on this Letter of Intent will supersede for RFP scoring/evaluation.

The subcontract will reflect a 72-hour prompt payment clause.

Failure to complete and submit these forms may result in finding of the submittals non-responsive.

M/WBE Sub-Contractor

Specific Scope(s) of Work/Services

Subcontract Percentage/Amount

I, _____, (M/WBE Sub-Contractor) understand that “It is my responsibility to submit the required quarterly M/WBE utilization reports to the Prime and Final M/WBE payment verification form to Business Development Division.”

Failure to submit the required documents could negatively impact my M/WBE certification.

I understand that I shall not be allowed to substitute or change sub-Contractors without prior written approval of the Business Development Division. Such approval shall in no way relieve my obligations pursuant to Orange County's M/WBE requirements and goals contained in the Orange County Minority/Women Business Enterprise Ordinance, No. 94-02, as amended by Ordinance No. 98-25 and any subsequent amendments.

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

Authorized Agent of Prime Contractor Date

Printed Name & Title

Authorized Agent of M/WBE Sub-Contractor Date

Printed Name & Title

M/WBE Address

City State Zip Code

Phone Number Fax Number

LETTER OF INTENT

(VERIFICATION OF SERVICE-DISABLED VETERAN UTILIZATION)

INSTRUCTIONS Proposers shall place the following on their letterhead, executed by their authorized agent. Signed Letters of Intent must be submitted with the Proposal for each Service-Disabled Veteran Sub-Contractor(s) listed by the Proposer on the schedule of Subcontracting-Service-Disabled Veteran participation form. If percentages or dollar values listed on this agreement differ from percentages or dollar values listed on the schedule of Subcontracting-Service-Disabled Veteran Sub-Contractor participation form of the proposal, the values listed on this Letter of Intent will supersede for RFP scoring/evaluation.

The subcontract will reflect a 72-hour prompt payment clause.

Failure to complete and submit these forms may result in finding of the submittals non-responsive.

Service-Disabled Veteran Sub-Contractor

Specific Scope(s) of Work/Services

Subcontract Percentage/Amount (**ONLY USED TOWARD BONUS POINTS**)

I understand that I shall not be allowed to substitute or change sub-Contractors without prior written approval of the Business Development Division. Such approval shall in no way relieve my obligations pursuant to Orange County's Service-Disabled Veteran Business requirements contained in the Orange County's Service-Disabled Veteran Business Ordinance, No. 2011-11 and any subsequent amendments.

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

Authorized Agent of Prime Contractor Date

Printed Name & Title

Authorized Agent of Service-Disabled Veteran Sub-Contractor Date

Printed Name & Title

Service-Disabled Veteran Address

City State Zip Code

Phone Number Fax Number

FINANCIAL LEGAL COUNSEL ENGAGEMENT LETTER

[Insert Role: Disclosure/Sales Tax Utilities BC/Special Svcs BC] COUNSEL

May 15, 2020

[Primary Contact]
[Firm]
[Address]

Dear Ladies and Gentlemen:

This letter sets forth the terms of Orange County's engagement of [Insert Firm Names]. (collectively, the "Firm") to serve as [Insert Role] Counsel to Orange County for the issuance from time to time of revenue bonds, revenue refunding bonds, notes and other instruments of indebtedness, and to provide the services described in the Scope of Services (the "Bonds and Services"). Financial Legal Counsel Service for such Bonds and Services shall be governed by the terms of this engagement letter regardless of the closing date for each such transaction.

The scope of the services that the Firm will provide, the basis upon which you charge fees therefor, and the other terms of this engagement are as follows:

DEFINITION: [Insert Role] COUNSEL
[Insert definition of role]

SCOPE OF SERVICES FOR FINANCIAL LEGAL COUNSEL SERVICES
AS [Insert Role] COUNSEL

[Insert Scope of Service]

LEGAL FEES

For services in connection with the issuance of bonds or notes, the Firm's fee will be as follows:

1. A fee of \$X per \$1,000 of the principal amount of the bonds or notes up to \$25 million; plus
2. \$X per \$1,000 of the principal amount of the bonds or notes over \$25 million up to \$50 million; plus
3. \$X per \$1,000 of the principal amount of the bonds or notes over \$50 million up to \$100 million; plus
4. \$X per \$1,000 of the principal amount of the bonds or notes over \$100 million up to \$200 million; plus
5. \$X per \$1,000 of the principal amount of the bonds or notes over \$200 million.

In no event shall the fee for any issue of bonds or notes be less than \$X. No fee for any issue of bonds or notes shall exceed the maximum price of \$X. A bond issuance transaction is meant to include all similarly titled series of bonds issued for a related purpose within a 90-day period. All fees for services in connection with the issuance of bonds or notes are contingent upon delivery of the bonds or notes, and payment shall be made upon delivery of the bonds/notes or at such time thereafter as Firm shall bill for such services.

For services rendered on matters unrelated to a particular bond issuance, the Firm shall be compensated at an hourly rate of:

\$X per hour for [Insert Title], \$X per hour for [Title], \$X per hour for Senior Associates and \$X per hour for Associates [or alternatively proposed Blended Hourly Rate].

When the Firm bills on an hourly basis, it shall provide the County with a report which identifies the date each service was performed, a brief description of the service performed and specifically who at the County requested the service, the employee at the Firm who performed the service, the number of hours billed, the rate charged per hour, and the total fee. The foregoing documentation will be provided with each invoice for payment as verification for charges.

In order to expedite closings in some financial matters, the County sometimes requires opinions as to: 1) the enforceability, validity and due authorization, 2) tax opinions relating to the tax-exempt status, and 3) opinions related to arbitrage, use of bond proceeds, and other miscellaneous matters. To mitigate unexpected circumstances and unacceptable risk, the County seeks to mutually agree with the Firm (at the time an opinion is requested) whether the Firm is willing to provide the requested opinion and whether the opinion is a “simple opinion” requiring little risk and effort, a “standard opinion” requiring some risk and effort, or a “complex matter” requiring more risk and effort. Based upon the mutually agreed complexity at the time an opinion is requested, the following table sets forth the flat fee amount for those opinions the Firm is willing to provide, if any:

MISCELLANEOUS OPINION FLAT FEE TABLE

	“Simple Opinion”	“Standard Opinion”	“Complex Opinion”
Enforceability, Validity, and Due Authorization Opinions	\$	\$	\$
Tax Opinions	\$	\$	\$
Opinions on other matters	\$	\$	\$

EXPENSES

The County will reimburse the Firm for the expenses incurred by it for copying (\$.10 per page for black and white, \$1.00 per color page), postage, overnight delivery, long distance telephone calls (exclusive of long distance telephone calls incurred between cities in which the Firm has offices), court reporter fees, transcripts, court filing fees, process service charges, and extraordinary travel expenses. There will be no reimbursement for any other expenses not identified in the preceding sentence without the express written authorization of the Manager of Fiscal and Business Services or his/her designee. All invoices submitted for such reimbursements shall contain complete and detailed information supported by appropriate receipts as to the item or charge sought to be reimbursed.

Travel, lodging and meals shall only be reimbursed at rates allowed to public employees under state law, all without mark-up or multiplier. As a “local” firm that accepted the local points available in the selection process, travel expense reimbursements are expected to be infrequent and approved only by prior consent when: 1) the County seeks immediate consultation involving last minute travel arrangements, or 2) when the County seeks special legal consultation outside the scope of services of this RFP from lawyers outside the local office.

TERM OF ENGAGEMENT AND TERMINATION

The initial term of this engagement expires on [Month Day, 20XX]. However, the engagement period may be extended, by mutual agreement, for two additional one-year periods until a maximum term ending [Month Day, 20XX]. [Insert Firm Name] will serve as [Insert Role] Counsel upon request on any transaction initiated between now and end of the engagement term regardless of the actual date the financing is closed. However, the Firm will serve under this engagement letter at the pleasure of the County, and the engagement may be terminated by the County Mayor or the Board of County Commissioners at any time, with or without cause, without penalty. If terminated, the Firm will be paid for all time and costs incurred to the date of termination subject to the conditions set forth above. Finally, the Firm has no assurances that there will be a minimum number of financings, or that there will be any financings, during the term of this engagement.

REPRESENTATION, COVENANTS AND WARRANTIES

By executing this engagement letter, the Firm represents, covenants, and warrants to Orange County as follows:

- The Firm’s assigned lawyers have experience in municipal bond law, federal tax law pertaining to municipal bonds, local government law, the trial and appeal of bond validation actions and the issuance of tax-exempt municipal bonds;
- The information, documents, and materials submitted by the Firm to Orange County in connection with its efforts to be retained as bond counsel to Orange County are complete and accurate in all material respects;
- The Firm has not represented, is not representing, or will not represent any clients if such representation has violated, violates or will violate traditional ethical standards imposed by the rules governing conflicts of interest as such as embodied in the Rules Regulating the Florida Bar, especially Rule 4-1.7. During the term of the Firm’s engagement, the Firm will comply with the conflicts of interest policy as contained in Orange County” Administrative Regulation No. 2.11.01, a copy of which has been provided to the Firm;
- The Firm will advise the County immediately if representation of a client could adversely affect the judgment or quality of service to be rendered by the Firm in its representation of the County and/or result in a material and/or direct conflict of interest;
- The Firm’s lawyers have sufficient time to execute and fulfill the duties of bond counsel to Orange County and are not burdened by professional responsibilities or workload or by personal or other constraints that would interfere in any material respect with the Firm’s obligations hereunder; and
- The Firm is responsible for immediately notifying the County of any future event involving conflict of interest, administrative or regulatory disciplinary action, changes in staffing or Firm structure; when that future event would alter the accuracy of the information, documents, and materials submitted by the Firm to Orange County in connection with its efforts to be

retained as bond counsel.

MISCELLANEOUS

Assignment

As stated above, the services to be rendered under this engagement letter are personal to the Firm and may not be assigned, either directly or indirectly, to any other person or Firm.

Amendments

This engagement letter may be amended only by written instrument signed by both the Firm and Orange County.

Independent Contractor Status

In the performance of legal services hereunder, the Firm is an independent contractor. The assigned attorneys shall not hold themselves out as employees, agents or servants of Orange County. The Firm and assigned attorneys do not have the power or authority to bind Orange County in any promise, agreement or representation other than as specifically provided in this engagement letter.

The Firm's acceptance of the terms of this engagement is to be evidenced below. This engagement shall not take effect, and Orange County shall not be bound hereby, unless and until this letter is signed by the Firm below and returned to and received by Orange County.

We look forward to working with you. If there are any questions, please contact Fred Winterkamp, Manager of Fiscal and Business Services.

Sincerely,

ORANGE COUNTY, FLORIDA

BY: _____
Carrie Mathes, Manager of
Procurement

DATE: _____

The term and conditions hereof are accepted and the representations, covenants, and warranties herein are confirmed:

[Insert Firm Name]

By:
Title:

should be sought.

- b. There is no general requirement for all contracts to receive the “Approved As To Form” stamp and signature by the County Attorney’s Office.

5. *Opinions and Advice to Outside Parties.*

- a. *Advice.* Generally, the County Attorney’s Office shall render opinions and legal advice only to its client or clients, as contemplated in paragraph IIA above. However, from time to time the County Attorney’s Office may inform outside parties of its analysis and conclusions with respect to County legal matters. In those instances, providing legal analysis and conclusions to outside parties shall be deemed to be informing them, in the spirit of open government and only as a courtesy, of what advice and conclusions the County Attorney’s Office has given, will give, or would give, if asked, to County officials and staff with respect to a particular matter. No outside parties may rely on such courtesy information.

- b. *Opinions.* From time to time when outside parties incur material risk for the benefit of the County (e.g., investors purchase Orange County bonds or notes), the County Attorney may render his/her legal opinion to such parties with respect to the matter, and the outside parties may rely on the opinion. Whether to render such opinions and under what legal standards the opinions can be rendered shall be determined by the County Attorney.

6. *Tort, Civil Rights, and Workers’ Compensation Advice.* From time to time, the Risk Management Division manager acting in consultation with the County Attorney, may designate one of the several firms retained to handle county tort, civil rights, and workers’ compensation matters to be the County’s “general counsel” on tort and civil rights matters and one firm to be the County’s “general counsel” on workers’

compensation matters. Thereafter, the County Attorney’s Office and the Risk Management Division may solicit general advice on those areas of law from those law firms, regardless of whether such advice is related to any particular judicial or administrative proceeding. Compensation to the firm for such advisory services shall be as set forth in the firm’s contract with the County.

FOR MORE INFORMATION CONTACT: County Attorney’s Office

REFERENCE: Charter Section 402; Executive Order 06.004

APPROVED: 2/16/87

REVISED: 6/27/06

2.11.01 COUNTY ATTORNEY’S OFFICE – WAIVERS OF CONFLICTS OF INTEREST FOR OUTSIDE LEGAL COUNSEL

I. POLICY

Because of the County’s occasional need for specialized legal expertise, and because of heavy workloads experienced periodically within the County Attorney’s Office, Orange County must obtain legal advice and representation from time to time from outside law firms. On those occasions, it is imperative for Orange County and its citizens that the County receive legal advice that is free both from material conflict of interest and from any appearance of material conflict of interest.

For several reasons, it is advantageous for the County, when obtaining outside legal counsel, to rely on local law firms. First, it is somewhat rare when the legal specialities and expertise needed by the County are not available within local law firms. Second, local law firms have enhanced availability and response time because of their proximity and, thus, can be more efficient and cost-effective than firms in other metropolitan areas.

However, many of the law firms in the area also represent clients before the Board of County Commissioners and its divisions, departments and advisory boards. Local firms also represent clients in proceedings against the County and in other matters where the interests of the other client or clients are adverse to the County’s interests. If outside legal counsel chooses to represent another client where a conflict of interest may result, it is the affirmative obligation of the outside legal counsel to notify the County Attorney of the conflict and to seek the

appropriate waiver as described in Section II of this Administrative Regulation.

It is the policy of the Board of County Commissioners to balance these competing needs and to allow local law firms to represent the County, so long as there are no conflicts of interest that likely would result in materially adverse consequences to the County's interests. It is in an effort to balance these competing demands that this Administrative Regulation is promulgated.

II. PROCEDURES

A. *Authorized Waivers without Notice to the Board.* For law firms representing or expected to be representing the County in its legal matters, the Board of County Commissioners deems the following types of conflicts of interest to be presumptively immaterial in their consequences to the County and, therefore, to be conflicts which, upon request by the law firm, the County Attorney may waive:

1. representation of other clients before the board of county commissioners or any of its divisions, departments, or other offices, whether in connection with regulatory approvals, contract negotiations, or other matters; and

2. representation of other clients before the county's advisory boards.

In deciding whether to grant such waivers, the County Attorney shall endeavor to determine all the relevant facts and shall exercise good judgment. Nothing in this Regulation prohibits the County Attorney from electing not to waive a conflict if he or she decides that the conflict will have or could have material adverse consequences for the County or otherwise that the County's best interests are, in his or her judgment, better served by not granting the waiver.

B. *Waivers Authorized With Notice to the Board.* For law firms representing or expected to be representing the County in its legal matters, the Board of County Commissioners deems the following types of conflicts of interest to be, in most cases, presumptively immaterial in their consequences to the County and, therefore, to be conflicts which, upon request by the law firm, the County Attorney may waive, but only if (i) notice of the impending waiver is first given to all board members at least five working days in advance of the waiver being granted and (ii) no member of the Board objects:

1. representation of other clients in eminent domain proceedings initiated by the County;

2. representation of other clients in regulatory enforcement proceedings initiated by the County; and

3. representation of other clients in other judicial or administrative proceedings initiated by the County, except as provided in paragraph C, below; and

4. representation of other clients in *certiorari* appeals of actions taken by the Board of County Commissioners or any of its advisory boards.

In deciding whether to grant such waivers, the County Attorney shall endeavor to determine all the relevant facts and shall exercise good judgment. Nothing in this Regulation prohibits the County Attorney from electing not to waive a conflict if he or she decides that the conflict will have or could have material adverse consequences for the County or otherwise that the County's best interests are, in his or her judgment, better served by not granting the waiver.

If, after giving notice of an impending waiver of a type of conflict of interest described above, a board member objects to the waiver, the County Attorney shall place the matter on the board's agenda, and the waiver shall be granted by the County Attorney only if approved by the board.

C. *Waivers Authorized only with Board Approval.* For law firms representing or expected to be representing the County in its legal matters, the Board of County Commissioners deems the following types of conflicts of interest to be material in their consequences to the County and, therefore, to be conflicts which the County Attorney may not waive:

1. representation of other clients in judicial proceedings initiated against Orange County or its officers or employees or advisory board members by or on behalf of the other client (other than proceedings expressly listed in paragraphs A and B, above);

2. representation of other clients in administrative proceedings to challenge a permit or other regulatory approval being sought by the County;

3. representation of the County in a matter in which an adverse party is also a client of the law firm;

4. representation of a County officer or

employee in a judicial or administrative proceeding in which the County is a party with interests adverse to the officer or employee, unless such representation has been requested by the County (e.g., in tort suits where the County is a co-defendant along with individual County employees); and

5. representation of other clients in any other matter not expressly described in paragraphs A and B or this paragraph C, where the County is involved in the matter and the interests of the client are adverse to the County's.

If a particular conflict involves matters identified in both this paragraph C and either paragraph A or B (or both of them), the matter shall be deemed to be a conflict identified in this paragraph C, unless expressly provided otherwise. However, the Board may waive any conflict identified in paragraph C solely at its discretion.

D. Waivers by the Board of County Commissioners. Any conflict identified in paragraph A, B, or C may be waived by the Board of County Commissioners, at its discretion.

E. Applicability of Rules Regulating the Florida Bar (Bar Rules). For purposes of the Rules regulating The Florida Bar, a waiver of a conflict of interest allowed by this Regulation, if and when granted, shall constitute only a client consent as contemplated under Bar Rule 4-1.7(a)(2), Bar Rule 4-1.7(b)(2), and other similar Bar Rules. Law firms providing services to the County shall comply fully with all Bar Rules, and this Regulation shall not act to excuse compliance therewith.

FOR MORE INFORMATION CONTACT: County Attorney's Office

REFERENCE: Charter Section 403

APPROVED: 9/19/98

REVISED: 6/27/06

2.12 SAFETY AND RISK MANAGEMENT

I. POLICY

It is the policy of the agencies and elected officials participating in the Intergovernmental Risk Management Program to provide for the protection against the financial consequences of accidental losses, to provide for the preservation of their assets and public service capabilities from loss destruction or depletion, to reduce the total "long-term" cost of all activities related to loss

prevention, and to establish, to the fullest extent possible, an "exposure-free" work environment in which employees, as well as members of the public, can enjoy safety and security in the course of their daily pursuits.

II. PROCEDURES

A. The Risk Management Division is responsible for providing administrative direction and supervision of persons responsible for the identification, evaluation, and reduction of risks and liabilities, administering an effective self-insurance program, directing the environmental health and safety programs and training programs, investigating and administering workers' compensation claims, and acting as liaison to consulting and insurance agencies.

B. There shall be an Intergovernmental Risk Management Committee charged with the responsibility for monitoring the operations of the program, suggesting program policies, strengthening environmental health and safety programs, reviewing and approving settlement of claims, and making recommendations to the participants for the operation of the program. Each participant shall be represented on the Committee as outlined in the Interlocal Insuring Agreement.

Agencies subsequently admitted to the program will be entitled to representation as mutually agreed to upon admission.

FOR MORE INFORMATION CONTACT: Risk Management Division

REFERENCE: Interlocal Risk Management and Self Insurance Agreement and Safety and Health Manual.

APPROVED: 2/16/87

REVISED: 6/27/06

2.12.01 RISK MANAGEMENT PROGRAM

I. POLICY

It is the policy of the participating governmental agencies to provide and maintain safe and healthful working conditions and to follow operating practices that will safeguard employees and citizens. There will be an aggressive accident prevention effort encompassing personnel, equipment, facilities, and related activities. This effort will be accomplished through Risk Management and will require the