

CONTRACT

#Y23-904 A

THIS CONTRACT made and entered into this 5th day of January, 2024, by and between the:

**ORANGE COUNTY, FLORIDA
201 S. ROSALIND AVENUE
ORLANDO, ORANGE COUNTY, FLORIDA**

a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and:

BARNES, FERLAND AND ASSOCIATES, INC.
1230 Hillcrest Street, Suite 100
Orlando, FL 32803
FEDERAL I.D. #59-3237612

hereinafter referred to as the **CONSULTANT**.

RECITALS

WHEREAS, the COUNTY desires to retain the services of the CONSULTANT to provide continuing engineering services, to be issued as Task Authorizations under individual Purchase Orders; and;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of obtaining such employment and of performing such services upon said terms and conditions; it is agreed by and between the parties hereto as follows:

**I
SCOPE OF SERVICES**

The CONSULTANT shall, diligently and timely, perform professional engineering services as described in Exhibit A - Scope of Professional Services, entitled, "CONTINUING ENGINEERING SERVICES FOR THE UTILITIES DEPARTMENT" which is attached hereto and made a part hereof by reference. As the COUNTY generates individual projects, a detailed scope of work will be prepared for each project and furnished to the CONSULTANT. Upon receipt of the scope of services, the CONSULTANT will submit a cost Proposal to the COUNTY with the following:

- a. Position classification, total hours, hourly rate and extended total amount.
- b. Subcontracted services including information in "a" above
- c. Performance period for the services
- d. Out-of-pocket expenses

Proposal shall be submitted within fifteen (15) days after receipt of written request for proposal.

CONSULTANTS COMPETITIVE NEGOTIATION ACT

This Contract is a continuing Contract as defined in Section 287.055 (2) (g), Florida Statutes. Task Authorizations to be performed by the CONSULTANT under this Contract shall be approved and authorized by the COUNTY in writing by issuance of County approved Purchase Orders, pursuant to the CONSULTANT'S Proposal and fee, whether or not modified by negotiation. The CONSULTANT'S authority to proceed with the specified scope of work will be either the County approved Purchase Orders or a County issued written Notice to Proceed to be determined by the County Project Manager.

II PAYMENT

The COUNTY will pay to the CONSULTANT for duly authorized services performed by the CONSULTANT and accepted by the County as follows:

- A. **FEES:** For services performed under Article I, a firm fixed fee (lump sum) will be agreed upon prior to commencement of services; or, if a firm fixed fee cannot be determined, a not-to-exceed maximum dollar amount will be agreed upon; however, in either case, the fee shall be calculated in accordance with the hourly rate schedule identified as Exhibit B, which is attached and made a part of this Contract.
- B. **PAYMENT:** The COUNTY shall pay the CONSULTANT in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

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

- C. **PAYMENT IN EVENT OF TERMINATION BY COUNTY:** In the event this Contract is terminated or canceled prior to completion of any project in progress, payment shall be made in accordance with the provisions of Article IX.
- D. **CHANGES WITHIN SCOPE; ALLOWANCE OF ADDITIONAL COMPENSATION:** If instructed to do so by the COUNTY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. In all disputes arising over the right to additional compensation, the COUNTY shall be the party to determine whether substantial acceptable work has been done on documents such that changes, revisions or preparation of additional documents will result in additional compensation to the CONSULTANT. The additional compensation shall

be computed by the CONSULTANT on a revised fee quotation Proposal that must be submitted to the COUNTY for prior approval. The fee shall be agreed upon before commencement of any additional work and shall be incorporated by Change Order to the corresponding Purchase Order issued against this Contract.

- E. **SUBCONSULTANTS:** The CONSULTANT shall, upon requiring the services of various sub-consultants, be responsible for the integration of all sub-consultants' work into the documents and for all payments to such sub-consultants out of the lump sum fee agreed to. Services rendered by the CONSULTANT in connection with the coordination of any such sub-consultants or other personnel services shall be considered within the scope of the basic contract and no additional fee will be due the CONSULTANT for such work.
- F. **TRAVEL AND PER DIEM:** Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statutes, as set forth in Exhibit C, which is attached to this Contract.
- G. **COMPENSATION:** The CONSULTANT'S compensation shall be established and authorized for each Task Authorization on the basis of the CONSULTANT'S personnel hourly billable rates and related allowable costs as set forth in the basic Contract. The CONSULTANT'S personnel hourly billable rates and multiplier shall remain in effect and unchanged during the duration of the Contract and any extensions thereto, except as provided by Article II, paragraph I, Price Adjustment. Compensation for any authorized cost that is not set forth in the basic Contract shall be negotiated prior to issuance of the Task Authorization and shall be supported by the appropriate cost and pricing data.
- H. **MULTIPLIERS:** The following multipliers are applicable to this contract and shall remain in effect and unchanged for the duration of the contract, including any extensions thereto:

1.	<u>Prime Consultant</u> Barnes, Ferland and Associates	<u>Multiplier</u> 2.82
2.	<u>Sub-Consultants</u> Antillan Engineering Associates, Inc. AVCON, Inc. Burgess and Niple Civil / Site Engineering, Inc. Drummond Carpenter ECHO Utility Engineering & Survey Electrical Design Associates Roger A. Repstien dba RDC	<u>Multiplier</u> 2.99 2.99 2.99 2.39 2.72 2.36 2.96 N/A

I. **PRICE ADJUSTMENT:**

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

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

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

Any request for a price adjustment will be subject to negotiation and must be approved by the Manager, Procurement Division. Any request for such increase shall be supported by adequate justification to include Consumer Price Index (CPI) documentation.

The CPI documentation shall be based on the All Items, CPI-U, U.S. City Average, not seasonally adjusted index.

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

III
DESIGN WITHIN FUNDING LIMITATIONS

The following provisions are applicable to contracts for design services:

- A. The CONSULTANT shall accomplish the design services under this Contract, when applicable, so as to permit the award of a contract (using standard Orange County procedures for the construction of the facilities) at a price that does not exceed the estimated construction contract price as set forth in paragraph (c) below. When bids or Proposals for the construction contract are received that exceed the estimated price, the CONSULTANT shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Contract. However, the CONSULTANT shall not be required to perform such additional services at no cost to the COUNTY, if the unfavorable bids or Proposals results from conditions beyond the CONSULTANT'S reasonable control. The COUNTY shall exercise reasonable commercial judgment in making the controlling

determination as to whether such conditions are within the reasonable control of the CONSULTANT.

- B. The CONSULTANT will promptly advise the COUNTY if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the COUNTY will review the CONSULTANT'S revised estimate of construction cost. The COUNTY may, if it determines that the estimated construction contract price set forth in this Contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (c) below, or the COUNTY may adjust such estimated construction contract price via amendment to this Contract. When bids or Proposals are not solicited or are unreasonably delayed, the COUNTY shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or Proposals to determine compliance with the funding limitation.
- C. The estimated construction cost for any project under this contract shall not exceed \$4,000,000. Each Task Authorization shall specifically indicate the project's estimated construction cost. Task Authorizations issued for study activities may not exceed \$500,000.
- D. The CONSULTANT and its subsidiaries or affiliates who designed the project shall be ineligible for the award of the construction contract for that project.

IV RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- B. The Project Manager and the Project Engineer must be two separate individuals. The Project Manager must be currently employed by the Prime Consultant. The Project Manager and Project Engineer must be Professional Engineers registered in the State of Florida.
- C. Substitution of the Project Manager, Project Engineer or Other Key Personnel: The CONSULTANT shall not substitute any key personnel without the prior written approval of the Manager of the Procurement Division. Any such requests shall be supported by comprehensive documentation outlining the reason(s) for the proposed substitution to include the specific qualifications of the proposed substitute. Approval of the request shall be at the discretion of the COUNTY. Further, the COUNTY, in lieu of approving a substitution, may initiate other actions under the contract, including termination.
- D. Neither the County's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the CONSULTANT'S negligent performance of any of the services furnished under this contract.

- E. The rights and remedies of the COUNTY provided for under this contract are in addition to any other rights and remedies provided by law.
- F. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- G. For contracts requiring design services, the CONSULTANT shall comply with the following requirements:
 - 1. Concurrent with the submission of the 100% design submittal to the user division, the CONSULTANT shall submit a complete breakdown of the subcontracting opportunities for the project based on traditional industry practices and their expertise to the Business Development Division, 400 E. South St., Orlando, FL 32801. This information will identify subcontracting elements such as electrical, trucking, sodding, surveying, etc. with the estimated percentage of the total project represented by each subcontracting element.
 - 2. Upon submission of the 100% submittals to the user department, the CONSULTANT shall provide to the Business Development Division an estimate of the percentage of work to be performed under each standard CSI division heading, the total of which shall in all cases equal 100%.
- H. The CONSULTANT shall maintain an adequate and competent staff of professionally qualified persons during the term of this Contract for the purpose of rendering the required services hereunder. The CONSULTANT shall not sublet, assign or transfer any services under this agreement without the written consent of the COUNTY.
- I. The COUNTY may require in writing that the CONSULTANT remove from the Work any of the CONSULTANT'S personnel that the COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Contract Amount or Contract Time based on the COUNTY'S use of this provision will be valid. CONSULTANT shall indemnify and hold the County harmless from and against any claim by CONSULTANT'S personnel on account of the use of this provision.
- J. All final plans and documents prepared by the CONSULTANT must bear the endorsement of a person in the full employ of the CONSULTANT and currently registered as a professional in the State of Florida.

V
COUNTY'S RIGHTS AND RESPONSIBILITIES

The COUNTY shall:

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

CONSULTANT shall be determined solely within the discretion of the COUNTY,

- C. Be entitled, upon request and without additional cost, to any documents as requested by the COUNTY for any project on which the CONSULTANT is working.

VI
COUNTY'S 'DESIGNATED' REPRESENTATIVE

It is understood and agreed that the COUNTY designates the County Administrator or their designated representative, in writing, to represent the COUNTY in all technical matters pertaining to and arising from the work and performance of this Contract. The County Administrator or designated representative shall have the following responsibilities:

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

VII
CONTRACT TYPE

This is an indefinite quantity contract for the goods and/or services specified in Exhibit A – Scope of Professional Services. The quantities of goods and/or services specified are unknown. Delivery or performance shall be only as authorized by task authorizations in accordance with the terms of this contract. The CONSULTANT shall furnish the goods and/or services to the COUNTY, when and if ordered. The COUNTY shall order at least \$25,000 in fees during the initial contract performance period. The COUNTY may issue orders requiring delivery to multiple destinations or performance at multiple locations.

VIII
TERM OF CONTRACT

The term of this contract shall be for one (1) year from date of execution; however, by mutual consent, the contract may be extended for two additional one-year terms, not to exceed a total of three (3) years.

Any Purchase Orders for Task Authorizations issued during the effective period of this contract and not completed within that period, shall be completed by the CONSULTANT within the time specified in the order. The contract shall govern the CONSULTANT'S and the COUNTY'S rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

IX
TERMINATION OF CONTRACT

A. TERMINATION FOR DEFAULT:

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

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

Prior to termination for default, the COUNTY will provide adequate written notice to the CONSULTANT through the Manager, Procurement Division, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.

Such termination may also result in suspension or debarment of the CONSULTANT in accordance with the County's Procurement Ordinance. The CONSULTANT shall be liable for any damage to the COUNTY resulting from the CONSULTANT'S default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

In the event of termination by the COUNTY for any cause, the CONSULTANT will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the COUNTY.
4. Continue and complete all parts of that work that have not been terminated.

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

B. TERMINATION FOR CONVENIENCE:

The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the COUNTY'S interest. If this contract is terminated, the COUNTY shall be liable only for goods or services delivered and accepted. The COUNTY Notice of Termination shall provide the Consultant thirty (30) days prior notice before it becomes effective.

A termination for convenience may apply to individual purchase/delivery orders or to the contract in its entirety.

C. PAYMENT

If a Task Authorization or Purchase Order is terminated for the convenience of the COUNTY, a settlement will be negotiated. This settlement shall not exceed the total amount due for services rendered and accepted by the COUNTY in accordance with the payment terms of the Contract. If the Contract is terminated for convenience in its entirety, the CONSULTANT shall be paid an amount not in excess of all services rendered and accepted under the various orders issued against the Contract.

However, if the termination is for cause, no amount shall be allowed for anticipated profit on unperformed services or other work, and the payment may be adjusted to take into account any additional costs to be incurred by the COUNTY due to such default.

D. TERMINATION NOTICE

The Manager, Procurement Division, shall issue any and all notices involving termination of this contract.

X
INDEMNITY/INSURANCE AND SAFETY REQUIREMENTS

Consultant agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Consultant is not intended to and shall not in any manner limit or qualify the liabilities assumed by Consultant under this contract. Consultant is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

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

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

Required Coverage:

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

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

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

Required Endorsements:

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

- 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/Consultant's most recent audit or review of their organizational financial statements certified by a CPA. Compiled financial statements will not be accepted. For policies written on a "Claims-Made" basis the Consultant agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Consultant agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Consultant of the obligation to provide replacement coverage.

By entering into this contract Consultant agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the 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 Consultant to enter into a pre-loss agreement to waive subrogation without an endorsement, then Consultant agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

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

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 Consultant has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Consultant 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 Consultant 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, FL
Risk Management Division
109 E. Church Street, Suite 200
Orlando, Florida 32801

INDEMNIFICATION- CONSULTANTS:

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

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

The Consultant shall at all times:

- Initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.
- Take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.
- Take all reasonable precautions to prevent damage or loss to property of Orange County, or of other vendors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.
- Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:

- Occupational Safety and Health Act (OSHA)
- National Institute for Occupational Safety & Health (NIOSH)
- National Fire Protection Association (NFPA)
- American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)
- The Consultant must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address listed below:

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

XI

TRUTH IN NEGOTIATION AND MAINTENANCE AND EXAMINATION OF RECORDS

- A. The Consultant hereby represents, covenants and warrants that wage rates and other factual unit costs supporting the compensation provided for in this Contract are accurate, complete and current as of the date of contracting. It is further agreed that the Contract price shall be adjusted to exclude any amounts where the County determines the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.
- B. The Consultant shall keep adequate records and supporting documents applicable to this Contract. Said records and documentation shall be retained by the Consultant for a minimum of five (5) years from the date of final payment on this contract. If any litigation, claim or audit is commenced prior to the expiration of the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.
- C. If applicable, time records and cost data shall be maintained in accordance with generally accepted accounting principles. This includes full disclosure of all transactions associated with the contract. Also, if applicable, all financial information and data necessary to determine overhead rates in accordance with Federal and State regulatory agencies and the contract shall be maintained.
- D. The Consultant's "records and supporting documents" as referred to in this Contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, invoices, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the County's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract document.

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

documents”) to the extent necessary to adequately permit evaluation and verification of:

- 1) Consultant compliance with contract requirements; or
- 2) Compliance with provisions for pricing change orders; or
- 3) Compliance with provisions for pricing invoices; or
- 4) Compliance with provisions regarding pricing of claims submitted by the Consultant or his payees; or
- 5) Compliance with the County’s business ethics; or
- 6) Compliance with applicable state statutes and County Ordinances and regulations.

- E. Records and documents subject to audit shall also include those records and documents necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Contract. In those situations where Consultant’s records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), Consultant agrees to provide the County’s representatives with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats.
- F. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary throughout the term of this contract and for a period of five (5) years after final payment. Such activity shall be conducted during normal business working hours. The County, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying.
- G. The County, during the period of time defined by the preceding paragraph, shall have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Consultant as concerns the aforesaid records and documentation.
- H. Records and documentation shall be made accessible at the Consultant’s local place of business. If the records are unavailable locally, it shall be the Consultant’s responsibility to insure that all required records are provided at the Consultant’s expense including payment of travel and maintenance costs incurred by the County’s authorized representatives or designees in accessing records maintained out of the county. The direct costs of copying records, excluding any overhead cost, shall be at the County’s expense.
- I. The Consultant shall require all payees (examples of payees include sub Consultants, insurance agents, material suppliers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Consultant and payee. Such requirements include a flow-down right of audit provisions in contracts with payees, which shall also apply to Sub Consultants and Sub-sub Consultants, material suppliers, etc.

The Consultant shall cooperate fully and shall cause all aforementioned parties and all of Consultant’s sub Consultants (including those entering into lump sum subcontracts and lump sum major material purchase orders) to cooperate fully in furnishing or in making available to the County from time to time whenever requested in an expeditious manner any and all such records, documents, information, materials and data.

- J. The County’s authorized representatives or designees shall have reasonable access to the Consultant’s facilities, shall be allowed to interview all current or former employees to discuss

matters pertinent to the performance of this Contract and shall have adequate and appropriate work space, in order to conduct audits in compliance with this article.

- K. Even after a change order proposal has been approved, Consultant agrees that if the County later determines the cost and pricing data submitted was inaccurate, incomplete, not current or not in compliance with the terms of the Contract regarding pricing of change orders, then an appropriate contract price reduction will be made. Such post-approval contract price adjustment will apply to all levels of Consultants and/or sub Consultants and to all types of change order proposals specifically including lump sum change orders, unit price change orders, and cost-plus change orders.
- L. If an audit inspection or examination by the County, or its designee, in accordance with this article discloses overpricing or overcharges (of any nature) by the Consultant to the County in excess of one-half of one percent (.5%) of the total contract billings, the reasonable actual cost of the County's audit shall be reimbursed to the County by the Consultant. Any adjustments and /or payments that must be made as a result of any such audit or inspection of the Consultant's invoices and/or records and supporting documents shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the County's findings to the Consultant.

XII

OWNERSHIP OF DOCUMENTS

It is understood and agreed that all documents, including detailed reports, plans, original drawings, "as built", specifications, original field survey, data notes, and all other data, prepared or obtained by the CONSULTANT in connection with its services hereunder shall be delivered to, and shall become the property of the COUNTY prior to final payment to the CONSULTANT.

The CONSULTANT shall not be liable for any use by the COUNTY of said documents or data if they are modified in any manner without written approval of the CONSULTANT.

XIII

SUSPENSION OF WORK BY COUNTY

Right of COUNTY to Suspend Work and Order Resumption - The performance of CONSULTANT'S services hereunder may be suspended by the COUNTY at any time.

However, in the event the COUNTY suspends the performance of CONSULTANT'S services hereunder, it shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by CONSULTANT. The COUNTY shall promptly pay to the CONSULTANT all fees that have become due and payable to the CONSULTANT prior to the effective date of such suspension. COUNTY shall thereafter have no further obligation for payment to the CONSULTANT unless and until the COUNTY notifies the CONSULTANT that the services of the CONSULTANT called for hereunder are to be resumed.

Upon receipt of written notice from the COUNTY that CONSULTANT'S services hereunder are to be resumed, CONSULTANT shall complete the services of CONSULTANT called for in this Contract and CONSULTANT, shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to him under this Contract, same to be payable in the manner specified herein.

In no event will the compensation or any part thereof become due or payable to CONSULTANT under

this Contract unless and until CONSULTANT has attained that stage of work where the same would be due and payable to CONSULTANT under the provision of this Contract.

XIV
STANDARDS OF CONDUCT

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

XV
ASSIGNABILITY

The CONSULTANT shall not assign any interest in this Contract, and shall not transfer any interest in the same without prior written approval of the COUNTY, provided that claims for the money due or to become due the CONSULTANT from the COUNTY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

XVI
SUBCONTRACTING AND MINORITY/WOMEN EMPLOYMENT PARTICIPATION

- A. The CONSULTANT shall be responsible for reporting Minority/Women Business Enterprise (M/WBE) sub-consultant Contract dollar amount(s) for the M/WBE SUBCONSULTANT(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the County. Quarterly updated M/WBE utilization reports and Equal Opportunity Workforce Schedule reports are to be submitted every quarter during the term of the contract. Additionally, the Consultant shall ensure that the M/WBE participation percentage proposed in the

Consultant's Proposal submitted for this Contract is accomplished.

- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The CONSULTANT shall be responsible for reporting local minority/women employment percentage levels within the firm and the minority/women employment percentage levels that the firm anticipates utilizing to fulfill the obligations of this Contract. The report(s) shall be submitted to the Business Development Division, on a quarterly basis during the life of the Contract.
- D. The awarded prime consultant shall furnish written documentation evidencing actual dollars paid to **all sub-consultants** utilized by the prime consultant 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 MWBE participation achieved by the Prime Consultant prior to the issuance of final payment.
- E. The awarded Prime Consultant'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-consultants.

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 Consultant.

- 2. File copies of all executed subcontractor agreement/contracts between the prime and all M/WBE subconsultants on the project to Orange County Business Development Division one-time for the duration of the contract.
- 3. The awarded Prime Consultant shall furnish written documentation evidencing actual dollars paid to each subcontractor utilized by the Prime Consultant 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 Consultant 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 Consultant 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 responsibility to submit the required Quarterly payment verification form to the prime and Final M/WBE payment verification form to 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 certification.

7. The awarded Prime Consultant shall not substitute, replace or terminate any M/WBE firm without prior written authorization of the Business Development Division, nor shall the prime reduce the scope of work or monetary value of a subcontractor without written authorization of the Business Development Division.
8. Upon execution of any renewal or extension to this contract, the Prime Consultant shall execute renewals with all approved specified sub-contractors for the full duration of the contract.
9. The Prime Consultant 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 subconsultants/purchase orders for the non-M/WBE's listed on the **Project Team Form (FORM B)** 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-Consultants certifying that a prompt payment clause has been included in that contract or purchase order.

- F. By entering into this contract, the CONSULTANT affirmatively commits to comply with the M/WBE subcontracting requirements submitted with his/her Proposal. The failure of the CONSULTANT to comply with this commitment during the Contract's performance period may be considered a breach of Contract. The County may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement Division.

The COUNTY may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement.

XVII

INDEPENDENT CONSULTANT STATUS

The CONSULTANT shall be an independent Consultant and neither CONSULTANT nor anyone employed by CONSULTANT shall be deemed for any purpose to be the employee, agent, servant or representative of the COUNTY in the performance of the work hereunder. The COUNTY shall have no direction or control of CONSULTANT or CONSULTANT'S employees and agents, except in the results to be obtained.

XVIII
EQUAL OPPORTUNITY

The County's policies of equal opportunity and non-discrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided and enforced by Section 17-314 of the Orange County Code and the County's relevant Administrative Regulations. It is also the county policy that person(s) doing business with the County shall recognize and comply with this policy and that the County shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:

1. The Association shall adopt and maintain, or provide evidence to the County that Association has adopted and maintains, a policy of nondiscrimination as defined by Section 17-288, Orange County Code, throughout the term of this Agreement.
2. The Association agrees that, on written request, the Association shall permit reasonable access to all business records or employment, employment advertisement, applications forms, and other pertinent data and records, by the County, for the purpose of investigating to ascertain compliance with the non-discrimination provisions of this contract; provided, that the Contractor shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.
3. The Agency agrees that, if any obligations of this contract are to be performed by subcontractor(s), the provisions of subparagraphs 1 and 2 of this Section shall be incorporated into and become a part of the subcontract.

XIX
INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY

- A. The provisions of Florida Statute 768.28 applicable to Orange County, Florida apply in full to this Contract.

Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the COUNTY acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

- B. No officer, employee or agent of the COUNTY acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.
- C. The COUNTY shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

XX
ASBESTOS FREE MATERIALS

For contracts for design services, CONSULTANT shall provide a written and notarized statement on company letterhead to certify and warrant that the project was designed with asbestos free materials. Such statement shall be submitted with the final payment request.

Final payment shall not be made until such statement is submitted. CONSULTANT agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the design, CONSULTANT shall be liable for all costs related to the redesign or modification of the construction of the project so that materials containing asbestos are removed from the design, plans or specifications or construction contract documents, and, in addition, if construction has begun or has been completed pursuant to a design that includes asbestos containing materials, the CONSULTANT shall also be liable for all costs related to the abatement of such asbestos.

XXI
CONTROLLING LAWS

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

XXII
AVAILABILITY OF FUNDS

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

XXIII
DISLOCATED WORKERS

CONSULTANT has committed to hire _____ () CareerSource participants residing in Orange County, Florida. Therefore, within five (5) days after contract award, CONSULTANT shall contact the Orange County Business Development Liaison at (407) 836-7317 to assist with meeting this requirement. The BDD Liaison will work with the CareerSource staff and the Consultant to ensure that the process is properly adhered until all requirements have been met. CareerSource participants may be employed in any position within the firm but must be hired on a full-time basis.

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 individual hired under this program are retained. However, if it becomes necessary to replace an employee, the CONSULTANT shall contact the BDD Liaison. At its discretion, COUNTY may periodically request submission of certified payrolls to confirm the employment status of program participants.

XXIV
REGISTERED SERVICE-DISABLED VETERAN PARTICIPATION

- A. The CONSULTANT shall be responsible for reporting Registered Service-Disabled Veteran (SDV) sub-consultant Contract dollar amount(s) for the SDV SUBCONSULTANT(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the County. Quarterly updated SDV utilization reports Schedule of Minorities and Women reports are to be submitted every quarter during the term of the contract. Additionally, the Consultant shall ensure that the SDV participation percentage proposed in the Consultant's Proposal submitted for this Contract is accomplished.
- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The awarded prime consultant shall furnish written documentation evidencing actual dollars paid to **all sub-consultants** utilized by the prime consultant 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 SDV participation achieved by the Prime Consultant prior to the issuance of final payment.
- D. The awarded prime consultant shall not substitute, replace or terminate any M/WBE firm without prior written authorization from the Business Development Manager. In the event a certified SDV sub-Consultant's sub-contract is terminated for cause, the CONSULTANT shall justify the replacement of that sub-consultant, with another certified M/WBE firm in writing to the Business Development Division, accompanied by the Project Manager's recommendation.
- E. It is the intent of the COUNTY to insure prompt payment of all sub-consultants working on COUNTY projects. The CONSULTANT shall:
1. Submit copies of executed contracts between the CONSULTANT and all of its SDV sub-consultants to the Business Development Division.
 2. The County may at its discretion require copies of subcontracts/purchase orders for the non-SDV's listed on Form B and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-SDV sub-Consultants certifying that a prompt payment clause has been included in that contract or purchase order.
 3. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONSULTANT and sub-consultants (including those with non-SDV's) stating that payment will be made to the sub-consultant within 72-hours of receipt of payment from the COUNTY. The CONSULTANT shall pay each sub-consultant for all work covered under an invoice within the 72-hour time frame.

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.

- F. By entering into this contract, the CONSULTANT affirmatively commits to comply with the SDV subcontracting requirements submitted with his/her Proposal. The failure of the CONSULTANT to comply with this commitment during the Contract's performance period may be considered a breach of Contract. The County may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement Division.

XXV **CONTRACT CLAIMS**

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

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

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

The decision of the Procurement Division Manager shall be issued in writing and shall be furnished to the Consultant. The decision shall state the reasons for the decision reached. The Procurement Division Manager shall render the final decision within sixty (60) days after receipt of Consultant's written request for a final decision. The Procurement Division Manager's decision shall be final and conclusive.

The Consultant shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager of the Procurement Division.

XXVI **PROHIBITION AGAINST CONTINGENT FEES**

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

XXVII
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 Consultants 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.

XXVIII
VERIFICATION OF EMPLOYMENT STATUS

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

XXIX
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

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

XXX
FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS:

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

XXXI
SEVERABILITY

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

XXXII

PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)

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

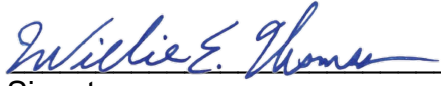
1. Keep and maintain public records required by Orange County to perform the service.
2. Upon request from Orange County's custodian of public records, provide Orange County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does 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 Consultant does not transfer the records to Orange County.
4. Upon completion of the contract, Consultant agrees to transfer at no cost to Orange County all public records in possession of the Consultant or keep and maintain public records required by Orange County to perform the service. If the Consultant transfers all public record to Orange County upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to 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 Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

400 E. South Street, 2nd Floor, Orlando, FL 32801

407-836-5897

PublicRecordRequest@ocfl.net

**BARNES, FERLAND AND ASSOCIATES, INC
ORLANDO, FLORIDA**



Signature


Willie E. Thomas, P.E.

Name Typed

President

Title

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



Carrie Mathes, MPA, CFCM, NIGP-CPP, CPPO,
C.P.M., CPPB, APP,
Manager, Procurement Division

Date: 1.5.2024

(for County use only)

EXHIBIT A

SCOPE OF SERVICES

CONTRACT Y23-904A

EXHIBIT A

SCOPE OF SERVICES CONTINUING UTILITIES ENGINEERING SERVICES

Section 1 General

This is the continuing engineering scope of services to be provided to the Orange County Utilities Department (County) in accordance with the provisions of the contract between the County and an engineering consulting firm (consultant). Projects selected by the County for completion under the provisions of the continuing services contract will, individually, be projects that may have a relatively small work effort and relatively small cost. Projects selected by the County for completion by a continuing services consultant will be projects that, as estimated by the County, have a construction cost of less than \$4,000,000.00.

Engineering services from State of Florida registered Professional Engineers proficient in disciplines such as civil, environmental, electrical, mechanical, structural and other engineering specialties shall be required. Services related to engineering such as corrosiveness determination, ecological studies, geo-technical investigations, professional surveying and other services associated with completion of projects may also be required.

At the discretion of the County, the County may obtain engineering services for a project, which meets the previously stated criteria, from other engineering consultants. Consultants may be required to take direction from the County's general program management consultants.

Specific assignments performed by the consultant may include the services required for studies, preliminary and final design, permitting, bidding assistance, construction administration and other services required for completion of County projects. Sections 2 through 6 describe the types of services the County may request from the consultant.

The County may select up to five (5) consultants to provide continuing engineering services for completing projects for improvements to the County's water and wastewater utility systems. Projects will be assigned based on workload, qualifications and quality of performance of the continuing consultants as determined by the County. The specific scope of services and fee shall be determined on a project-by-project basis. Each continuing engineering services contract will be for a one-year (1-yr.) period. Subject to the consent of the County, a consultant may be eligible for two (2), one-year (1-yr.) renewals of its contract.

Section 2. Program Development and General Permitting

Services relating to program development, preliminary design memorandums and reports may include, but are not limited to, the following tasks:

- a. providing site evaluations for water, wastewater, effluent disposal and reclaimed water facilities, pump stations, and miscellaneous other utility system components;
- b. development and analysis of corridors for water, wastewater and reclaimed water mains;
- c. performing pipe corrosion analyses and condition assessments, alternate pipe material and coating system evaluations;
- d. providing permitting services such as the preparation of applications, design calculations, maps, drawings, specifications, and supporting documents that may be required to obtain approval from agencies having jurisdiction over the projects; and,
- e. preliminary design services including modeling, projections, development of design parameters, and economic evaluations.

Section 3. Design Services

Services for projects may include, but are not limited to, the design related to the following:

- a. new and/or modifications to water and wastewater treatment facilities including structures, equipment, control and security systems, process, pumping, well rehabilitation, piping and accessories;
- b. new groundwater wells and well fields, and modifications to existing wells and well fields;
- c. raw water and/or treated water pipelines, water pumping facilities and accessories;
- d. raw wastewater and/or treated wastewater pipelines, pumping stations and miscellaneous accessories;
- e. reclaimed wastewater pipelines, pumping stations and miscellaneous accessories;
- f. relocation of existing water mains, wastewater force mains, reclaimed water mains and appurtenances as necessitated by improvements to transportation systems;
- g. pressure booster pump stations, ground storage tanks and elevated storage tanks for water and wastewater transmission systems including associated accessories;
- h. demolition of existing utility facilities, structures and plugging of abandoned wells;
- f. administrative offices, warehouses, operations and maintenance facilities, support facilities, site development, access roads, security, fencing and landscape design services associated with the operation of the water, wastewater and reclaimed water;
- g. provision of permitting services such as the preparation of applications, design calculations, maps, drawings, specifications, and supporting documents that may be required to obtain approval of design from agencies having jurisdiction over the projects, and,
- h. use of trench-less technology for installation of water, wastewater and reclaimed water mains.

Section 4. Bidding Services

The consultant shall coordinate closely with the Orange County Procurement Division for the bidding of the project. Bidding services for projects may include, but not be limited to, the following tasks:

- a. determine Procurement Division requirements and coordinate with Division staff to expedite the bidding process;
- b. preparation of all required bidding documents;
- c. answering by written addenda any potential bidders' questions;
- d. attending pre-bid conferences and prepare minutes of the meeting;
- e. prepare addendum to the contract documents as necessary; and,
- i. evaluate and tabulate bids, check contractors' references, certify bid tabulations and recommend award of construction contracts.

Section 5. Construction Administration Services

Construction services for projects may include, but are not limited to, the following tasks:

- a. provide required copies of conformed construction documents;
- b. organize and conduct pre-construction conference;
- c. coordinate closely with County construction inspectors;
- d. if requested by County, provide site resident engineering services;
- e. if requested by the County, provide site resident construction inspection services;
- f. review and approve shop drawings and laboratory test results;
- g. provide advice during construction;
- h. attend progress meetings;
- i. make periodic visits to construction site to inspect construction progress and certify construction;
- j. provide clarification and interpretation of the specification and construction drawings;
- k. review and monitor the Contractor's construction schedules;

- l. review and provide consultation concerning contractor's requests for additional contract cost and contract time;
- m. perform substantial completion and final completion inspections of completed facilities;
- j. observe project start-up performance test; and,
- k. prepare operation and maintenance manuals.

Section 6. Miscellaneous Other Services

Miscellaneous other services may include, but are not limited to, the following tasks:

- a. provide surveying services;
- b. evaluation of construction documents;
- c. review of design and construction drawings;
- d. review of construction drawings for new development including subdivisions plans and commercial plans;
- e. quality control of development plans review;
- f. review of electrical drawings and construction plans related to new pump stations, equipment, instrumentation, controls, SCADA or other facilities as needed;
- g. preparation of electrical construction plans for new pump stations, valves; instrumentation, SCADA and any other electrical engineering needs;
- h. review and analysis of construction administration and scheduling;
- i. review and analysis of construction change orders and claims;
- j. represent the County during negotiations with contractors and their attorneys for resolution of construction claims;
- k. prepare and provide legal testimony on any issue related to the design, construction, operation and/or maintenance of the County's water, wastewater systems;
- l. represent to state and federal agencies, issues related to the County's water and wastewater system;
- m. expert witness services for land acquisition condemnation proceedings;
- n. special investigations regarding potential liability suits;
- o. preparation of operations and maintenance manuals;
- p. compilation and evaluation of cost data for various system projects;
- q. provide assistance with public notification correspondence, mailings and meetings;
- r. provide assistance with utilities retrofit programs' technical computations, correspondence, mailings and meetings;
- s. represent the County during discussions, negotiations, or legal proceedings related to acquisition of real estate or rights-of-way for utility facilities, including evaluations or impacts to adjacent properties;
- t. represent the County during discussions, negotiations, or legal proceedings related to acquisition and use of utilities facilities including inter local agreements with other private or governmental entities;
- u. provide value engineering and constructability reviews of projects designed by others; and,
- v. provide design of mechanical, electrical and structural components of utility systems being designed by County staff;
- w. provide title services including but not limited to title searches, re-certification and update of title searches, title research, title insurance commitments, title insurance, and closing services. All documents and other data other than working papers, prepared or obtained in connection with its services hereunder shall be delivered to, and become the property of the County prior to final payment. The Consultant may retain copies for its own files. All documents prepared shall bear the endorsement of a person who has performed or supervised the work requested previously and duly licensed or registered in the State of Florida to perform the services specified herein;
- x. provide sign language interpreter for public meetings.

EXHIBIT B

MULTIPLIERS AND RATES

CONTRACT Y23-904A



Re: BFA Fee Quotation Proposal
Continuing Engineering Services for the Utilities Department – Y23-904-ZR

As requested, the following is our information regarding overhead multiplier and personnel hourly rates for projects with Orange County. These rates will be used throughout the duration of the contract.

Base Rate:	100%
Overhead & Fringe Benefits:	152%
Subtotal:	252%
Profit (12%):	0.30
Overall Multiplier:	<u>2.82</u>

Individual classifications for personnel hourly rates are as follows:

Classification	Raw Hourly Rate (Minimum)	Overall Multiplier	Billable Hourly Rate (Minimum)
Principal Hydrogeologist	\$75.00	2.82	\$211.50
Senior Water Resources Specialist	\$85.62	2.82	\$241.45
Principal Engineer	\$72.00	2.82	\$203.04
Senior Engineer	\$70.00	2.82	\$197.40
Sr. Project Manager	\$70.00	2.82	\$197.40
Project Manager	\$60.00	2.82	\$169.20
Project Manager I	\$55.00	2.82	\$155.10
Project Engineer V	\$50.00	2.82	\$141.00
Project Engineer IV	\$45.00	2.82	\$126.90
Project Engineer III	\$40.00	2.82	\$112.80
Project Engineer II	\$38.00	2.82	\$107.16
Project Engineer I	\$35.00	2.82	\$98.70
Senior Designer	\$42.00	2.82	\$118.44
CAD V	\$38.00	2.82	\$107.16
CAD IV	\$35.00	2.82	\$98.70
CAD III	\$30.00	2.82	\$84.60
CAD II	\$25.00	2.82	\$70.50

CAD I	\$20.00	2.82	\$56.40
GIS Tech III	\$40.00	2.82	\$112.80
GIS Tech II	\$35.00	2.82	\$98.70
GIS Tech I	\$30.00	2.82	\$84.60
Hydrogeologist V	\$57.00	2.82	\$160.74
Hydrogeologist IV	\$44.00	2.82	\$124.08
Hydrogeologist III	\$40.00	2.82	\$112.80
Hydrogeologist II	\$32.00	2.82	\$90.24
Hydrogeologist I	\$26.00	2.82	\$73.32
Environmental Scientist V	\$47.00	2.82	\$132.54
Environmental Scientist IV	\$42.00	2.82	\$118.44
Environmental Scientist III	\$38.00	2.82	\$107.16
Environmental Scientist II	\$32.00	2.82	\$90.24
Environmental Scientist I	\$24.00	2.82	\$67.68
Field Technician IV	\$32.00	2.82	\$90.24
Field Technician III	\$29.00	2.82	\$81.78
Field Technician II	\$26.00	2.82	\$73.32
Field Technician I	\$22.00	2.82	\$62.04
Sr. Surveyor and Mapper	\$62.00	2.82	\$174.84
Surveyor and Mapper	\$49.00	2.82	\$138.18
Survey Technician	\$40.00	2.82	\$112.80
2 Person Survey Crew	\$55.00	2.82	\$155.10
3 Person Survey Crew	\$76.00	2.82	\$214.32
Utility Coordinator	\$38.00	2.82	\$107.16
SUE 2 Person Crew	\$56.00	2.82	\$157.92
SUE 3 Person Crew	\$77.00	2.82	\$217.14
Administrative Support III	\$37.00	2.82	\$104.34
Administrative Support II	\$28.00	2.82	\$78.96
Administrative Support I	\$20.00	2.82	\$56.40

**Survey and Subsurface Utility Engineering Direct Costs Table
Y23-904-ZR**

Description	Units	Minimum Billable Rate
Utility Test Hole Excavation "Soft Dig" (Grass Dirt areas, etc....)	Each	\$650.00
Utility Test Hole Excavation "Hard Dig" (Concrete, Paved areas, etc....)	Each	\$850.00

Barnes, Ferland and Associates (BFA)			
Other Direct Costs Table			
Y23-904-ZR			
2023			
Description	Units	Unit Cost ¹	
Reproduction			
B&W Copy (8.5" x 11") (Per Side)	Each	\$	0.05
B&W Copy (8.5" x 14")	Each	\$	0.12
B&W Copy (11" x 17")	Each	\$	0.20
Blackline Copy (24"x 36" or 22"x 34")	Each	\$	2.00
Color Copy (8.5" x 11") (Per Side)	Each	\$	0.74
Color Copy (8.5" x 14") (Per Side)	Each	\$	0.74
Color Copy (11" x 17")	Each	\$	1.25
Color Copy (24"x 36" or 22"x 34")	Each	\$	12.00
Lamination (8.5" x 11")	Each	\$	1.75
Materials			
Binders	Each	\$	At Cost
Bond Plots (24"x 36" or 22"x 34")	Each	\$	0.72
Communications			
Facsimile (Long Distance)	Each		At Cost
Phone Calls (Long Distance)	Minute		At Cost
Mail			
Courier	Each	\$	At Cost
Express Delivery	Each		At Cost
US Mail	Each		At Cost
Travel ²			



Barnes, Ferland and Associates (BFA)			
Other Direct Costs Table			
Y23-904-ZR			
2023			
Description	Units	Unit Cost ¹	
Lodging (\$80.00 maximum)	Day		At Cost
Mileage ³	Mile		0.445
Per Diem (\$36.00 maximum)	Day		At Cost
Rental Car	Day		At Cost
Tolls	Each		At Cost
Miscellaneous			
Legal Notices	Each		At Cost
Permit Application Fees	Each		At Cost
Water Quality Analysis			At Cost
Field Supplies	Each		At Cost
Water Level analysis Equipment	Day		At Cost
Water Quality Analysis Equipment	Day		At Cost
Specialty Software	Each		At Cost
Electronic Media			
Compact Disc	Each		1.00
DVD	Each		1.50
¹ "At Cost" Items will be billed without markup.			
² Travel Costs in accordance with Orange County Travel Policy.			
³ Orange County maximum mileage cost. Local mileage will only be considered if included in cost proposal and justified.			

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 95.525(3), Florida Statutes.

Sincerely,



Willie E. Thomas, P.E.

President

10/11/2023

Date





ANTILLIAN ENGINEERING ASSOCIATES, INC.
PERSONNEL HOURLY BILLABLE-RATE SCHEDULE
ORANGE COUNTY CONTINUING UTILITIES ENGINEERING SERVICES
OC CONTRACT Y23-904-ZR

As requested, the following is our information regarding overhead multipliers and personnel hourly rates for projects with Orange County. These rates will be used throughout the duration of this Contract:

Base Rate	100%
Overhead & Fringe Benefits	195%
Subtotal	295%
Profit (12%)	0.35
OVERALL MULTIPLIER	<u>2.99</u>

Individual classifications for personnel hourly rates are as follows:


Classification	Basic Hourly Rate	Overall Multiplier	Billing Rate
Senior Engineer	\$66.83	2.99	\$199.82
Engineer Intern (VACANT)	\$35.00	2.99	\$104.65
CADD Operator	\$31.50	2.99	\$94.19
Engineering Technician	\$18.75	2.99	\$56.06

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.

This is to certify that the above rates and multiplier information are accurate, complete, and current.

Peter G. Suah, P.E., President

 Printed Name of Company Officer, Title



 Signature

9/20/2023

 Date



AVCON, INC.
ENGINEERS PLANNERS
 5555 E. Michigan St., Suite 200
 Orlando, Florida 32822
 Phone: (407) 599-1122
 Email: avcon@avconinc.com
 www.avconinc.com

AVCON, INC.
 Continuing Engineering Services for the Utilities Department - Y23-904-ZR

As requested, the following information is provided regarding overhead multipliers and personnel hourly rates for projects in Orange County. These rates will be used throughout the duration of the Contract

Base Rate	1.00
Overhead and Fringe	1.77
Subtotal	2.77
Profit (10.00%)	0.30
OVERALL Actual MULTIPLIER	3.07
Proposed Multiplier	2.99

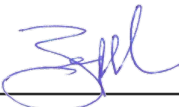
Proposed Hourly Rates

<u>Position</u>	<u>Base Rate</u>	<u>Multiplier</u>	
Project Principal	\$96.15	2.99	\$287.49
Project Manager	\$67.31	2.99	\$201.26
Principal Engineer	\$69.71	2.99	\$208.43
Senior Engineer	\$48.08	2.99	\$143.76
Engineer	\$43.27	2.99	\$129.38
Technician	\$40.89	2.99	\$122.26
Clerical	\$37.86	2.99	\$113.20

Miscellaneous Expenses

	24 x 36	11 x 17	8.5 x 11
Copies	\$ 1.00	\$ 0.15	\$ 0.05
Color Copies	na	\$ 2.00	\$ 1.00

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.



 Name
 Title: Project Manager
 August 29, 2023 _____ Date

Re: Orange County Contract #Y23-904-ZR, Continuing Engineering Services for the Orange County Utilities Department

As requested, the following is our information regarding overhead multipliers and personnel hourly rates for project **Y23-904-ZR** with Orange County. These rates will be used throughout the Contract.

Base Rate	100%
Overhead & Fringe Benefits	188%
Subtotal	288%
Profit (12%)	0.35
Multiplier	3.23
Contract Multiplier	2.99 (Reduced to contract allowable value)

Individual classification for personnel hourly rates are as follows:

Classification	Basic Hourly Rate	Overall Multiplier	Billable Rate
Senior Project Manager	\$89.41	2.99	\$267.33
Project Manager	\$73.22	2.99	\$218.94
Chief Engineer	\$88.62	2.99	\$264.97
Senior Project Engineer	\$69.91	2.99	\$209.33
Project Engineer 2	\$61.66	2.99	\$184.36
Project Engineer 1	\$53.81	2.99	\$160.89
Engineer 2	\$46.89	2.99	\$140.20
Engineer 1	\$39.97	2.99	\$119.51
Engineering Technician	\$27.83	2.99	\$83.20
Sr GIS Analyst	\$67.27	2.99	\$201.13
GIS Analyst	\$44.84	2.99	\$134.08
Sr. CADD Designer	\$55.50	2.99	\$165.95
CADD Designer	\$46.40	2.99	\$138.74
CADD Technician	\$37.00	2.99	\$110.62
Senior Admin. Assist.	\$32.44	2.99	\$96.99
Admin. Assist.	\$21.98	2.99	\$65.72
Drone Pilot	\$53.48	2.99	\$159.92
Drone Technician	\$38.12	2.99	\$113.97

The following table includes Other Direct Charges (ODC's) which may be required for completion of this contract.

Description	Units	Unit Cost
Reproduction		
B&W Copy (8.5" x 11) (Each Side)	Each	\$0.06
B&W Copy (11"x17")	Each	\$0.23
Blackline Copy (24"x36" or 22" x 34")	Each	\$2.10
Color Copy (8.5" x 11") (Each Side)	Each	\$0.75
Color Copy (11"x17")	Each	\$1.05
Color Copy (24" x 36" or 22"x34")	Each	\$7.75
Lamination (8.5"x11")	Each	\$2.50
Bind Plan Sets	Each	\$0.80
GBC Binding	Each	\$5.00
Coil Binding	Each	\$5.00
Large Color Format	Each	At Cost
Mail and Shipping		
Express Delivery	Each	At Cost
US Mail	Each	At Cost
Electronic Media		
Compact Disc	Each	\$1.00
DVD	Each	\$1.50
USB	Each	\$6.00
Aerial Drone Services		
Non-Matrice Drone	Per Day	\$400.00
Matrice Drone w/ Standard Camera	Per Day	\$600.00
Matrice Drone w/ Infrared or Pix4D	Per Day	\$1,000.00

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.

Scott Perfater, PE, Executive Vice President

(Signature)

9/15/2023

(Date)



FEE QUOTATION PROPOSAL

**RE: ORANGE COUNTY #Y23-904-ZR - Continuing Engineering Services for the Utilities Department
(CSEI-23028)**

The following information provides overhead multipliers and personnel hourly rates for this project. These rates will be used for this project for up to 3 years:

Base Rate	100%
Overhead & Fringe Benefits	112.94%
Subtotal	212.94%
Profit (12%)	0.26

Overall Multiplier	2.39
Maximum Multiplier	2.99

Individual classification for personnel hourly rates are as follows:

Labor Category	Hourly Rate Range *	Overall Multiplier	Billable Rate Range
Principal Engineer	\$108.00	2.39	\$258.12
Senior MOT/Drainage Engineer	\$75.00	2.39	\$179.25
Senior Designer	\$48.16	2.39	\$115.10

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.

*Note: Hourly Rates shown may be capped and may be less than actual rates.

Andrea Jernigan-Gwinn, President

 (Printed Name and Title)

Andrea Jernigan-Gwinn

 Signature

9/15/2023

 Date



Drummond Carpenter, PLLC

FEE QUOTATION PROPOSAL

**Re: Orange County Utilities
Professional Continuing Engineering Services Y23-904-ZR**

As requested, the following is our information regarding overhead multipliers and personnel hourly rates for projects with Orange County. These rates will be used throughout the duration of the Contract:

Base Rate	100%
Overhead & Fringe Benefits	143%
Subtotal	243%
Profit (12%)	12%

OVERALL MULTIPLIER **2.72**

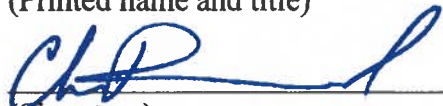
Individual classification for personnel hourly rates is as follows:

Classification	Basic Hourly Rate	Overall Multiplier	Billable
Principal Engineer/Scientist	\$87.74	2.72	\$238.65
Senior Engineer/Scientist	\$78.04	2.72	\$212.28
Project Engineer/Scientist	\$58.17	2.72	\$158.23
Sr. Staff Engineer/Scientist	\$48.32	2.72	\$131.42
Admin	\$37.50	2.72	\$102.00

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.

Chad Drummond, President

(Printed name and title)



(Signature)

06 September 2023

(Date)



Re: ORANGE COUNTY UTILITIES CONTINUING SERVICE CONTRACT Y23-904

The following information provides overhead multipliers and personnel hourly rates for Contract Y23-904 with Orange County. These rates will be used throughout the term of the contract.

Base Rate	100%
Overhead and Fringe Benefits	110.50%
Subtotal	210.50%
Profit (12%)	0.25
OVERALL MULTIPLIER:	2.36


Orange County's maximum allowable multiplier is 2.99.

<u>Classification</u>	<u>Raw Hourly Rate</u>	<u>Overall Multiplier</u>	<u>Billable Rate</u>
SUE Project Manager	\$99.63	2.36	\$235.13
Senior Surveyor	\$72.03	2.36	\$169.99
Project Surveyor	\$59.77	2.36	\$141.06
Survey Cadd Technician	\$39.88	2.36	\$94.12
Secretary/Clerical	\$37.61	2.36	\$88.76
SUE Technician 3 (Senior)	\$41.82	2.36	\$98.70
SUE Technician 2 (Junior)	\$23.58	2.36	\$55.65
SUE Technician 1 (Entry)	\$18.73	2.36	\$44.20
SUR Survey Technician 3 (Senior)	\$33.77	2.36	\$79.70
SUR Survey Technician 2 (Junior)	\$20.25	2.36	\$47.79
SUR Survey Technician 1 (Entry)	\$20.08	2.36	\$47.39
2 Person SUE Crew	\$65.40	2.36	\$154.34
3 Person SUE Crew	\$84.13	2.36	\$198.55
3 Person SUE crew - Night Work	\$100.96	2.36	\$238.26
2 Person Survey Crew	\$54.02	2.36	\$127.49
3 Person Survey Crew	\$74.10	2.36	\$174.88
3 Person Survey Crew - Night Work	\$88.92	2.36	\$209.85

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.

Carlo Pilia, Vice President

 Printed Name and Title



 Signature

September 20, 2023

 Date



Electrical Design Associates

Orange County

RFP # Y23-904

Electrical Design Associates, Inc.
Proposed Wage Rate Data

LABOR CLASSIFICATION	BASE RATE	X	MULTIPLIER	=	BILLING RATE
Principal	\$ 78.00	x	2.96	=	\$ 230.88
Senior Electrical Engineer	\$ 67.60	x	2.96	=	\$ 200.10
Engineer	\$ 52.00	x	2.96	=	\$ 153.92
Senior Associate	\$ 50.00	x	2.96	=	\$ 148.00
Electrical Designer	\$ 36.50	x	2.96	=	\$ 108.04
Field Supervisor	\$ 37.40	x	2.96	=	\$ 110.70
CADD Technician	\$ 40.00	x	2.96	=	\$ 118.40
Clerical/Admin	\$ 29.30	x	2.96	=	\$ 86.73

In the most recent reporting period, which consisted of the Jan – Dec of the year 2022, Electrical Design Associates, Inc. had the following multipliers, which are submitted to Orange County to be used on this Contract.

General Overhead Rate	<u>138%</u>
Fringe Benefit Rate	<u>26%</u>
Fringe + General Overhead Rate	<u>164%</u>
Salary + Fringe + General Overhead Rate	<u>264%</u>
Profit Margin (12%)	<u>32%</u>
Total Overhead Rate	<u>296%</u>

This is to certify that the above salary information is accurate as of December 31, 2022.

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. I hereby certify that the hourly rates and multiplier are true and correct.



William Nelson, P.E., Vice President

September 19, 2023
Date



Roger A. Repstien, PE, AIA, CGC
dba RDC - Principal and Sole Proprietor Professional
Research Development Construction Consulting Services

FEE QUOTATION PROPOSAL

Barnes, Ferland and Associates, Inc.
Dba: BFA Environmental
1230 Hillcrest Street, Suite 100
Orlando, FL 32803

RE: ORANGE COUNTY CONTRACT
Orange County Utilities Continuing Engineering Services Y23-904-ZR (BFA 2023-31)

As requested, the following is our information regarding overhead multipliers and personnel hourly rates for projects with Orange County. These rates will be used throughout the duration of the Contract:

As agreed with County they are unable to substantiate Multiplier of sole Proprietor, thus the agreed billable rate from 2020 has been increased to \$170.00 per hour which shall be used throughout the duration of this project. The basis is a 3.5% inflation index from 2020 to 2023 and a projected 3% increase to 2026.

Scope of Services: Constructability / Bid Review Services for assigned projects. (The anticipated overall subcontract percentage amount for the contract is 2%; however, percentage will vary based on task authorizations.) to be reviewed at number of hours TBD of billable time. Also to be budgeted are hours TBD for 90% Technical Specifications Review.

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.

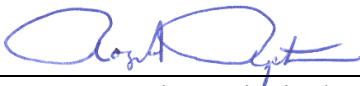
Approved By: 
Roger A. Repstien, Principal
PE0031523; AR0012462; CGC059623; NCARB 31993

EXHIBIT C

ORANGE COUNTY TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES

CONTRACT Y23-904A

EXHIBIT "C"

ORANGE COUNTY TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES

1. Reimbursement for air fare shall be based on coach rates. First class rates will only be approved if the County required an expeditious action and coach rates were unavailable.
2. Maximum mileage allowance will be 44.5 cents per mile. Local mileage not allowed.
3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The **CONSULTANT** shall attempt to obtain the lowest rates available.
4. Reimbursement for lodging shall be \$80.00 per diem or the actual expenses for lodging at a single room rate at a "non-resort" type hotel located in the vicinity of the **COUNTY'S** administrative offices.
5. Meals shall be reimbursed as follows:

A.	Breakfast	\$ 6.00
B.	Lunch	\$11.00
C.	Dinner	\$19.00

Reimbursement for meals shall not apply to local employees of the **CONSULTANT**.

6. Other necessary identifiable travel expenses such as tolls, parking, taxis, etc., shall also be reimbursed.

All of the above expenses shall be supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation. These should be reconciled to the monthly invoice.

NOTE: THE COST OR EXPENSE FOR MEALS, VEHICLE MILEAGE, TOLLS, PARKING OR TAXIS, IF INCURRED WITHIN ORANGE COUNTY, SHALL NOT BE ELIGIBLE FOR REIMBURSEMENT.

REV:9/06

ISSUE DATE: MARCH 20, 2023

NOTICE
REQUEST FOR PROPOSALS
FOR
CONTINUING ENGINEERING SERVICES FOR THE UTILITIES DEPARTMENT
RFP #Y23-904-ZR

The Board of, Orange County, Florida, is accepting sealed electronic Proposals to be received **for CONTINUING ENGINEERING SERVICES FOR THE UTILITIES DEPARTMENT.**

Copies of the Request for Proposals (RFP) documents may be obtained from the Orange County Procurement Division by download at:

<https://secure.procurenow.com/portal/orangecountyfl>

SUBMISSION DUE DATE:

Sealed Electronic offers for furnishing the above will be accepted up to **4:00 PM (local time), Thursday, April 20, 2023**, via the electronic procurement portal referenced above.

To maintain a secured sealed process electronic submissions are required to be made through the OpenGov Procurement portal only at:

<https://secure.procurenow.com/portal/orangecountyfl>.

Firms shall not be permitted to hand-deliver, mail, telephone, fax or email offers. Responses received after the submission deadline and/or transmitted outside of the designated OpenGov Procurement portal shall be rejected.

PRE-PROPOSAL CONFERENCE:

A **Non-Mandatory Pre-Proposal Conference** will be held on **Monday, March 27, 2023, 1:00 PM**, via WebEx event:

Link: <https://ocfl.webex.com/ocfl/j.php?MTID=m1c910d01b52cc274553b247b69142be9>

Meeting Number (Access Code): 2451 441 1813

Meeting Password: yPzPhsmp252

Attendance is not mandatory but is encouraged.

Carrie Mathes, MPA, CFCM, NIGP-CPP, CPPO, C.P.M.
Manager, Procurement Division

NOTICE TO PROPOSERS

To ensure that your Proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Zuleimy Ralat Perez at Zuleimy.RalatPerez@ocfl.net. **You may contact Zuleimy Ralat Perez at any time during this process, including during the black out period.**

RFP # Y23-904-ZR
TABLE OF CONTENTS

NOTICE

	PAGE
PURPOSE	1
INSTRUCTION TO PROPOSERS	1
TERMS AND CONDITIONS	3
MINORITY/WOMEN OWNED BUSINESS ENTERPRISE	4
SHORTLISTS, PROTESTS AND LOBBYING	6
ETHICS COMPLIANCE	6
PUBLIC ENTITY CRIME STATEMENT (FS 287.133)	7
SUBCONSULTANTS	8
BONUS POINTS FOR HIRING OF DISLOCATED WORKERS	9
BONUS POINTS FOR HIRING RESGISTERED SERVICE-DISABLED VETERANS (SDV)	9
CONTRACT AWARD CRITERIA	10
KEY PERSONNEL	10
REFERENCE CHECKS	10
VERIFICATION OF EMPLOYMENT STATUS	10
WEIGHTED CRITERIA	11
SIMILAR PROJECTS	12
EXPERIENCE OF PROJECT TEAM	12
VOLUME OF WORK	12
ORAL PRESENTATIONS	13
PROCEDURES AFTER RECEIPT OF PROPOSALS	13
COST AND PRICING DATA	13
SUPPORTING DOCUMENTATION	14
DEBRIEFING OF PROPOSERS	14
PROPRIETARY INFORMATION	15
DEVELOPMENT OR ASSISTANCE IN DEVELOPMENT OF SPECIFICATIONS/ REQUIREMENTS/STATEMENTS OF WORK	18

EXHIBIT A SCOPE OF SERVICES

CONTRACT

PROPOSER INFORMATION	FORM A
PROJECT TEAM	FORM B
LOCATION	FORM C
SIMILAR PROJECTS (PROJECT MANAGER)	FORM D
SIMILAR PROJECTS (PROJECT ENGINEER)	FORM E
SKILLS & EXPERIENCE OF PROJECT TEAM	FORM F
NOT USED	FORM G
PROJECT SCOPE, APPROACH & UNDERSTANDING	FORM H
CONFLICT/NON-CONFLICT OF INTEREST STATEMENT	FORM I
EQUAL OPPORTUNITY WORKFORCE SCHEDULE	FORM J
JOINT VENTURE INFORMATION	FORM K
DRUG-FREE WORKPLACE FORM	FORM L
LETTER OF INTENT	FORM M
SPECIFIC PROJECT EXPENDITURE REPORT	FORM N
RELATIONSHIP DISCLOSURE FORM	FORM O
E-VERIFICATION CERTIFICATION	FORM P
DISLOCATED WORKERS	FORM WR
SAMPLE INSURANCE FORMS	

REQUEST FOR PROPOSALS
FOR
CONTINUING ENGINEERING SERVICES FOR THE UTILITIES DEPARTMENT
RFP # Y23-904-ZR

PURPOSE:

The Board of County Commissioners, Orange County, Florida, is soliciting Proposals to provide CONTINUING ENGINEERING SERVICES FOR THE UTILITIES DEPARTMENT.

Sealed Electronic offers for furnishing the above will be accepted up to **4:00 PM (local time), Thursday, April 20, 2023**, via the electronic procurement portal referenced above.

To maintain a secured sealed process electronic submissions are required to be made through the OpenGov Procurement portal only at:

<https://secure.procurenow.com/portal/orangecountyfl>.

Firms shall not be permitted to hand-deliver, mail, telephone, fax or email offers. Responses received after the submission deadline and/or transmitted outside of the designated OpenGov Procurement portal shall be rejected.

PRE-PROPOSAL CONFERENCE:

A **Non-Mandatory Pre-Proposal Conference** will be held on **Monday, March 27, 2023, 1:00 PM**, via WebEx event:

Link: <https://ocfl.webex.com/ocfl/j.php?MTID=m1c910d01b52cc274553b247b69142be9>

Meeting Number (Access Code): 2451 441 1813

Meeting Password: yPzPhsmp252

Attendance is not mandatory but is encouraged.

INSTRUCTIONS TO PROPOSERS:

1. The time and date for receipt of proposals will be strictly observed. The time/date stamp clock in the electronic submittal portal shall serve as the official authority to determine timeliness of the Proposal.
2. **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 (Procurement Ordinance).**
3. All proposals will be opened publicly, in accordance with the public notice, and the names of all timely Proposers shall be read aloud.

Public Openings are held each Wednesday at 9:30am and Friday at 9:30am. A public opening of responses will be conducted at the next posted Procurement Public Meeting following the submission deadline. In the event of a County Holiday or unforeseen delay, responses shall remain sealed until the next public meeting.

Firms will be able to attend the public opening virtually, see the following instructions:

Visit:

<https://ocfl.webex.com/ocfl/j.php?MTID=m59bb20319c748f1e60a933cf59c7125b>

Meeting number: 286 177 361

Password: Go2Meeting

Join by phone Option 1: 1-408-792-6300

Access code: 286 177 361

Join by phone Option 2: 1-617-315-0740

Access code: 286 177 361

Join by phone Option 3: 1-602-666-0783

Access code: 286 177 361

The physical meeting location is:

400 E. South Street, 2nd Floor, Orlando, Florida 32801

4. Proposers must submit ONLY the attached forms, lettered A through P, in the same order as presented herein. Failure to submit all forms may result in disqualification of your Proposal. **However, failure to submit forms B, C, D, E, F, H and J may negatively impact the evaluation of the Proposal.** This shall also apply to Form K if the Proposer is submitting as a Joint Venture. The County shall not be responsible for re-calculation or interpretations of information provided on any form.

NOTE: These forms are periodically edited. Proposers must use the forms as they appear herein for this project. Form G is not used.

5. Modification or alteration of the document contained in this solicitation or the contract resulting from this solicitation shall only be made upon receipt of prior written consent of the County.
7. The submission of GSA Forms 254 or 255 are not acceptable. The submission of these forms shall result in disqualification of your Proposal as non-responsive.
8. Proposers are instructed NOT to include pictures, drawings, graphs, dividers or table of contents. Submittal of pictures, drawings, graphs, dividers and/or table of contents may result in disqualification of your proposal as non-responsive.
9. With respect to Forms D, E, F and H, no sideways printing on pages will be permitted. Also, with respect to Forms D, E, F and H, print must be no smaller than 12 points.
10. Proposers shall not contact any member of the Orange County Procurement Committee or any staff (except as provided below) regarding this Proposal until such time as a contract is awarded. All inquiries pertaining to this Request for Proposal must be directed through the Procurement Division.
11. Questions concerning this Request for Proposals must be directed to Zuleimy Ralat Perez, Contracting Agent, email Zuleimy.RalatPerez@ocfl.net. Any Proposer who initiates any discussions with staff in any manner other than that described above is subject to disqualification from this procurement.
12. Information regarding Procurement Committee scheduling and Board approvals are available by calling the Procurement Division Reception Desk at (407) 836-5635 or by accessing the Procurement Committee schedule at <http://apps.ocfl.net/OrangeBids/Procurement/default.asp>.
13. Technical concerns/questions shall be submitted in writing, no later than 4:00 P.M. April 5, 2023 to:

Zuleimy Ralat Perez, Contracting Agent

Procurement Division

400 E. South Street, 2nd Floor

Orlando, Florida 32801

Zuleimy.RalatPerez@ocfl.net

You may contact Zuleimy Ralat Perez at any time during this process, including during the black out period.

14. If your response contains any information deemed confidential, in accordance with Chapter 119 of the Florida Statutes, provide an additional upload with a redacted version of your response labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

15. **ORAL INTREPRETATIONS**

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 Manager of the Procurement Division.

16. **DRUG FREE WORKPLACE**

The Drug Free Workplace Form (Form L) is attached and shall be completed and submitted with your proposal.

17. **DRAFT CONTRACT**

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

18. **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.

19. **SOLICITATION CANCELLATIONS**

Orange County reserves the right, and the Manager of the 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.

20. **TERMS AND CONDITIONS:**

1. A minimum coverage of Professional Liability Insurance in the amount of \$1,000,000 (with a deductible permitted not in excess of \$100,000) will be required for this project.
2. Selection shall be in accordance with F.S. 287.055 and the County's adopted selection procedures.

3. The County reserves the right to accept or reject any or all Proposals that it may in its sole discretion deem non-responsive, to waive technicalities, or to accept the Proposal which, in its sole judgment, is most advantageous and best serves the over-all interests of the County.
4. The County reserves the right to request clarification of information submitted and to request additional information of one or more Proposers after the deadline for receipt of Proposals.
5. Any Proposal may be withdrawn until the date and time set above for the submission of the Proposals.
6. By submission of a Proposal, the Proposer agrees that all costs associated with the preparation of his/her Proposal will be the sole responsibility of the Proposer. The Proposer also agrees that the County bears no responsibility for any costs associated with the preparation of the Proposal and/or any administrative or judicial proceedings resulting from the solicitation process.
7. Proposers must not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.
8. The Proposer understands that this RFP does not constitute an agreement or contract with the Proposer.
9. Any Proposer who submits in its Proposal to the County 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.

21. **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 27% 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. All participating M/WBE firms must be **currently certified by Orange County**. The Business Development Division's most recent M/WBE directory is available by e-mail or through the Orange County web site at OrangeCountyfl.net. **Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola Counties) are eligible for Orange County certification. All 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 in the Directory 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.
- c. The County has a graduate program whereby M/WBE firms designated as

graduates can participate in the M/WBE program only on specified projects. All professional service solicitations for which the County has estimated the overall contractual fees to be awarded to the prime in excess of \$500,000 are eligible for graduate M/WBE participation. The prime consultant will receive full M/WBE credit for the use of graduate M/WBE's that meet all other requirements.

The contract solicited through this RFP is estimated to be valued over \$500,000 and therefore, graduate M/WBE's are eligible to participate.

It is the proposing firm's responsibility to ensure 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** (Form M-1) with their Proposal for all **current Orange County certified M/WBE sub-consultants** identified on Form B. 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 sub-consultant. **Letters of Intent must be signed by both the Proposer and the M/WBE sub-consultant.**

The Consultant **must** include in the subconsultant agreement:

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

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

2. The sub-consultant agreement shall include: (a) the percentage of the overall contract value; and (b) the dollar amount based on the percentage of the contract value (if available at the time of sub-consultant agreement).
3. The following statement: "It is the M/WBE's responsibility to submit the required quarterly payment verification form to the prime and final M/WBE Payment Verification Form to the Business Development Division denoting the percentage of the overall contract fees".
4. Termination clause to state: "Notwithstanding any termination provisions in this Sub-consultant Agreement, the Prime Consultant shall not terminate this Sub-consultant Agreement without prior written authorization of the Orange County Business Development Division Manager, nor shall the Prime Consultant amend this Sub-consultant Agreement, or reduce the Scope of Work or monetary value awarded under this Sub-consultant Agreement, without prior

written authorization of the Orange County Business Development Manager.”

5. All subconsultant agreements shall be contingent upon the term (whether terminated, renewed or extended) of the Prime’s contract with the County.
- e. The awarded prime consultant’s responsibilities and requirements are itemized below:
- (1) Incorporate a 72-hour prompt payment assurance provision and payment schedule in all contracts between the prime and sub-consultant.
 - (2) File copies of **all executed sub-consultant agreement/contracts** between the **prime and all M/WBE sub-consultants on the project** to Orange County Business Development Division **one time for the duration of the contract**.
 - (3) The awarded prime consultant shall furnish written documentation evidencing actual dollars paid to each sub-consultant utilized by the prime consultant 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 consultant prior to the issuance of final payment.
 - (4) The sub-consultant 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-consultant agreement).
 - (5) The prime consultant shall submit an updated quarterly MWBE utilization report, Equal Opportunity Workforce Schedule and M/WBE payment verification forms for all professional service contracts. It is the responsibility of the Prime Consultant to submit the payment verification forms with the referenced reports. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period. Payment applications, task authorizations and contract renewals may be delayed if these reports are not submitted every quarter in a timely manner until completion of project indicating final report. Failure of the M/WBE to comply with the submittal of the payment verification forms to the Prime consultant could negatively affect their re-certification.
 - (6) Notwithstanding any termination provisions in this Sub-consultant Agreement, the Prime Consultant shall not terminate this Sub-consultant Agreement without prior written authorization of the Orange County Business Development Division Manager, nor shall the Prime Consultant amend this Sub-consultant Agreement or reduce the Scope of Work or monetary value awarded under this

Sub-consultant Agreement, without prior written authorization of the Orange County Business Development Manager.

- (7) Upon execution of any renewal or extension to this contract, the Prime Consultant 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 prime consultant 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.

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 Form B and included on Form M-1 with the Business Development Division.

22. **SHORTLISTS, PROTESTS AND LOBBYING:** The recommended short list of firms, ranked highest to lowest, 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 for a period of five full business days. Failure to file a protest to the Procurement Division Manager by 5:00 PM on the fifth full business day after the posting date shall constitute a waiver of protest proceedings. Additional information relative to protests can be found at the following site:
<http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx>

Orange County Lobbyist Regulations General Information

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the successful Proposer. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon Contract award. Additional information relative to lobbying can be found at:

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

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 blackout period restrictions of Ordinance No. 2002-15.

23. **ETHICS COMPLIANCE**

The following forms are included in this solicitation and shall be completed and submitted as indicated below:

- a. 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 bidder, proposer or responder to the solicitation shall not be awarded a contract unless this form has been completed and submitted.

Any questions concerning this form shall be addressed to the contracting agent identified in the applicable solicitation. Also, a listing of the most frequently asked questions concerning this form is attached for your information.

b. 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 the applicable bid, proposal or response to an Orange County solicitation.

No contract award will be made unless this form has been completed and submitted. Any questions concerning this form shall be addressed to the contracting agent identified in the applicable solicitation. Also, a listing of the most frequently asked questions concerning this form is attached for your information.

24. **JOINT VENTURES**

Joint venture firms must complete and submit with their Proposal the form titled "Information for Determining Joint Venture Eligibility", (Form K) and a copy of the formal agreement between all joint venture parties. This joint venture agreement must 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 a completed Form K along with an attached written copy of the joint venture agreement may result in disqualification of your Proposal.

25. Conflict/Non-Conflict of Interest and Litigation Statement shall be completed and signed. Additional requested information shall be attached, if applicable.

26. **PUBLIC ENTITY CRIME STATEMENT (FS 287.133)**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid or Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, consultant or subconsultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statutes Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

27. **SUBCONSULTANTS**

Proposers shall list **all** proposed subconsultants 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). Form B is provided for this information.

Proposers are expressly prohibited from substituting subconsultants 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 subconsultants' firm going out of business; death of the owner of the firm; or the inability of the subconsultant to perform the work specified.

Should such an occurrence arise, it must be substantiated, and the subconsultant substitution approved, by the County prior to contract execution.

Requests for substitution of subconsultants 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 subconsultant. 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.

28. Failure of any Proposer to comply with the INSTRUCTIONS TO PROPOSERS and TERMS AND CONDITIONS of this Request for Proposal, unless specifically identified as a mandatory requirement by the word "shall", may render the Proposal non-responsive and ineligible from further consideration.
29. The Proposer warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Proposer any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract. For the breach or violation of this provision, the County shall have the right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
30. **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) 836-5484 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 BDD Liaison. At its discretion, the County may periodically request submission of certified payrolls to confirm the employment status of program participants.

31. **BONUS POINTS FOR HIRING REGISTERED SERVICE-DISABLED VETERANS**

Additional point consideration will be available for those proposing to hire registered service-disabled veteran business enterprises. Proposers will receive the following point allocation:

A. Registered service-disabled veteran business enterprise proposers competing as a prime Consultant shall receive five (5) points;

B. Registered service-disabled veteran business enterprise proposers with registered service-disabled veteran business enterprise sub-consultants on their team shall receive two points for each sub-consultant up to a maximum of ten (10) points;

C. Proposers with registered service-disabled veteran business enterprise sub-consultants on their team shall receive two points for each sub-consultant 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. If a firm claims to be registered, but is not listed on the County's website, ocfl.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.

E. Proposers shall submit signed Letters of Intent (**Form M-2**) with their proposal for all current Orange County registered sub-consultants identified on **Form B**. These letters of Intent must indicate the scope of work to be performed by every registered SDV plus the percentage of the **overall** contract fees to be contracted to the listed sub-consultant. **Letters of Intent must be signed by both the Proposer and the SDV subconsultant.**

F. The Consultant's responsibilities and requirements are itemized below:

1. Incorporate a 72-hour prompt payment assurance provision and payment schedule in all contracts between the prime and sub-Consultants.

2. File copies of all executed sub-consultant agreement/contracts between the prime and all SDV sub-consultants on the project to Orange County Business Development Division.
3. The Consultant shall furnish written documentation evidencing actual dollars paid to each sub-consultant utilized by the prime Consultant 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 Consultant prior to the issuance of final payment.
4. The Consultant 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.
5. The Consultant shall not substitute, replace or terminate any SDV firm without prior written authorization of the Business Development Division, nor shall the Consultant reduce the scope of work or monetary value of a sub-consultant without written authorization of the Business Development Division.
6. The Consultant 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 Form B and included on Form M-2.

Proposers are expressly prohibited from substituting sub-consultants 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 sub-consultants' firm going out of business; death of the owner of the firm; or the inability of the sub-Consultant to perform the work specified. Should such an occurrence arise, it must be substantiated, and the sub-substitution approved, by the County prior to contract execution.

Requests for substitution of sub-consultants 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 sub-consultant. 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 commodities or contractual services, where at least one is from a registered service-disabled veteran 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 service-disabled veteran 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.

32. **CONTRACT AWARD**

The County reserves the right to award one or more contracts for this service if this action is determined to be in its best interest.

33. **KEY PERSONNEL**

The Project Manager and the Project Engineer must be two different individuals. The Project Manager must be currently employed by the Prime Consultant, and both must be a Licensed Professional Engineer registered in the State of Florida.

34. **REFERENCE CHECKS**

The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced project. Contact persons must have been informed that they are being used as a reference and that the County may be calling or emailing them. More than one person can be listed but all must have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project. Failure of references listed to respond to the County's inquiries may negatively impact the rating of the Proposal. The reference shall be the owner or a representative of the owner. An owner's representative is defined as a firm or individual hired by the owner to oversee the design or construction oversight services performed by the prime consultant. Consultants or contractors who provided services under the

referenced project (contract) shall not be accepted as references unless they were hired as the owner's representative for the referenced project (contract).

35. **VERIFICATION OF EMPLOYMENT STATUS**

The Contractor is required to be registered with the U.S. Department of Homeland Security's E-Verify system prior to entering into a contract with Orange County. The Contractor shall use the E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term. The Contractor shall include an express provision in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use 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 this contract.

By submission of a bid in response to this solicitation, the Contractor affirms that all employees in the above categories shall 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.

A public employer, contractor, or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes is obligated to terminate the contract with the person or entity pursuant to Section 448.095(2)(c)1, Florida Statutes. If Orange County terminates the contract for the foregoing reason, the contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated, and the contractor will be liable for any additional costs incurred by Orange County as a result of the termination of the contract.

36. **WEIGHTED CRITERIA**

The following criteria and weights shall be utilized in the evaluation of the Proposals:

<u>Criteria</u>	<u>Weight</u>
Similar Projects Completed by the Proposed Project Manager (Form D)	15
Similar Projects Completed by the Proposed Project Engineer (Form E)	10
Skills and experience of the Project Team (Form F)	15

M/WBE Participation (Form B, J, K, M)	15
Location (Form C)	10
Volume of Work Previously Awarded by the County	5
Approach, Understanding, Scope Response (Form H)	30
TOTAL	100
Dislocated Worker Hires	5 Bonus Points
Registered SDV Sub-Consultant Hires	10 Bonus Points
Registered SDV Prime proposers	5 Bonus Points

37. **SIMILAR PROJECTS**

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

Project Type A: A project with a minimum of 3,000 linear feet (LF) of 20-inch diameter or larger water, wastewater or reclaimed water transmission pipe that was installed within public Right-of-Way. A combination of water main, wastewater force main and reclaimed water main may be used in order to achieve the total 3,000 linear feet of pipe.

Project Type B: A utility relocation project necessitated by transportation system (roadway) improvements and with a minimum of 3,000 linear feet (LF) of 8-inch diameter or larger water, wastewater or reclaimed water transmission pipe.

Project Type C: A project for the rehabilitation of an existing residential gravity sewer system or the conversion of septic tanks to gravity sewer that includes a minimum of 1,000 linear feet (LF) of gravity pipe, 5 manholes and 2,500 square yards of pavement.

Project Type D: A project of a municipal wastewater pump station with a new wet well of a minimum of 10 horsepower pump motors.

Or

A project that included improvements to a new or existing domestic wastewater treatment facility that included a new major treatment unit process located in the State of Florida.

- The capacity of the domestic wastewater treatment facility must be 2 Million Gallons per Day (MGD) or greater of Annual Average Daily Flow (AADF).
- The new unit process does not require an increase in permitted plant capacity
- Acceptable unit processes are screening of raw wastewater, grit removal, activated sludge treatment basin, secondary clarifiers, tertiary filters, disinfection and sludge dewatering.

The proposed Project Manager and proposed Project Engineer shall each submit three similar projects. The proposed Project Manager and proposed Project Engineer may submit the same projects.

Each project shall illustrate the following elements have been completed:

1. Preliminary Engineering
2. Design Services
3. Permitting Services (prepared and obtained permit(s) from the applicable regulatory agency or agencies)
4. Construction Administration (Construction must be substantially complete to demonstrate this element)

The following criteria shall apply:

- a. **Proposed Project Manager:** Element 2 is a mandatory element. The project will receive consideration for **one (1) full point** if all four (4) elements were successfully completed. The project will receive consideration for **half (1/2) point** if three (3) elements were successfully completed. The project will receive **zero (0) points** if Element 2, Final Design Services, is not included. The project will receive zero (0) points if three (3) elements were not successfully completed.
- b. **Proposed Project Engineer:** Element 2 is a mandatory element. The project will receive consideration for **one (1) full point** if three (3) elements were successfully completed. The project will receive consideration for **half (1/2) point** if two (2) elements were successfully completed. The project will receive **zero (0) points** if Element 2, Final Design Services, is not included. The project will receive zero (0) points if two (2) elements were not successfully completed.
- c. To receive credit for the Construction Administration Element (Element 4), projects shall have reached Substantial Completion within the fifteen (15) years immediately preceding the advertisement date of this Request for Proposals (RFP). All other elements shall have been successfully completed within twenty (20) years immediately preceding the due date of proposals in response to this RFP.
- d. No more than three (3) "Similar Projects" shall be submitted for evaluation of the proposed Project Manager and the proposed Project Engineer. If more than three (3) Similar Projects are submitted, only the first three (3) listed shall be considered for evaluation. An individual shall be considered the Project Manager of a similar project only if the individual actually performed the day-to-day management of the project and this is verified by the reference contact of the project provided by the proposer.
- e. Similar Projects shall be those projects that reached Substantial Completion within the fifteen (15) years prior to the date of this RFP.
- f. Similar Projects shall be projects within the United States.

Under this similar project description, the project may have been performed under a specific contract. Also, a specific project (task authorization) performed under a continuing contract may be submitted. However, the continuing contract is not acceptable as a similar project. If a specific project (task authorization) is submitted to represent any similar project, all details on the similar project form shall be limited to the specific project (task authorization). All elements of a similar project shall be demonstrated within the specific project (task authorization) and not the continuing contract. Continuing contracts submitted as a similar project will receive a score of zero points. Task authorizations completed under a continuing contract may be submitted as a similar project.

DEFINITIONS:

PROJECT MANAGER: Individual who managed the project team and administrative elements of the project, was the primary point of contact for the client, directed the production of the planning/design/construction work products, while performing those services from initial design to substantial completion of the project and is verified by the reference contact of the project provided by the Proposer.

PROJECT ENGINEER: Individual who assisted the Project Manager as the lead technical supervisor of the project planning/design/construction activities as described in the similar project criteria. The position served as the point of contact for the client in the Project Manager's absence.

SUBSTANTIAL COMPLETION: is defined as the owner having beneficial use of the project or individual phase if the project was constructed in phases. If the project was phased, not all phases need to be substantially complete. Only the individual relevant project milestone must have been substantially completed.

SUCCESSFULLY COMPLETED: An experience element is considered successfully completed when the owner takes beneficial use or acceptance of finalized documents.

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

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

Note: Determination of a project as similar shall be at the sole discretion of the County.

38. **EXPERIENCE OF THE PROJECT TEAM**

It is the responsibility of the Proposer to verify sub consultants and/or other team member's satisfactory performance on previous Orange County projects.

39. **VOLUME OF WORK**

The county shall evaluate information in its "Volume of Work" database to determine the Proposers' scores for the Volume of Work criteria. This information is available on-line at:

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

This database includes only the award amounts specifically attributable to the consultant, either as a prime or as a sub-consultant or as a member of a

joint venture under previously awarded contracts, contract amendments, purchase orders, task authorizations, and change orders to those purchase orders and task authorizations. In the case of mergers between two or more firms or a parent subsidiary relationship the combined fee for all companies involved will be considered. Fees will be counted towards the Volume of Work at the time of award (not invoices paid). Total fees under negotiation are based on the budget amount for professional services. The end date for volume of work calculations is the date set for receipt of proposal.

Volume of Work is calculated using the following formula:

CONTRACT PERIOD	TOTAL FEE AWARDED TO PRIME CONSULTANT		FACTOR		ADJUSTED FEE AMOUNT
(1) From October 1, 2021 to April 1, 2023	\$	X	1.0	=	\$
(2) First Year Past: 10/01/20- 9/30/21	\$	X	0.75	=	\$
(3) Second Year Past: 10/01/19- 09/30/20	\$	X	0.50	=	\$
(4) Third Year Past: 10/01/18-09/30/19	\$	X	0.25	=	\$
(5) Total Fees Under Negotiation	\$	X	0.90	=	\$
	TOTAL FEE CONSIDERED				\$

Proposers are cautioned that they are responsible for confirming the accuracy of their volume of work data prior to the time and date set for receipt of proposals.

Points will be awarded as follows:

- Firms with no previous work with the County as a prime consultant or sub-consultant during the current fiscal year and previous fiscal years **5 Points**
- Firms with adjusted fees of \$1 through \$2,000,000 **4 Points**
- Firms with adjusted fees of \$2,000,001 through \$3,000,000 **3 Points**
- Firms with adjusted fees of \$3,000,001 through \$4,000,000 **2 Points**
- Firms with adjusted fees of \$4,000,001 through \$5,000,000 **1 Point**
- Firms with adjusted fees exceeding \$5,000,000 **0 Points**

When a Joint Venture submits a proposal, the volume of work awarded by the County to each Joint Venture firm will be multiplied by the percentage of participation in the Joint Venture by that firm and those adjusted figures totaled to determine the total dollar amount to be used in the category.

40. **ORAL PRESENTATIONS**

At this time, oral presentations are not contemplated for this procurement.

41. **PROCEDURES AFTER RECEIPT OF PROPOSALS**

- a. Proposals will be evaluated, scored and short-listed by a Procurement

Committee based on the weighted criteria described herein.

- b. After the Procurement Committee completes its evaluation, the evaluation results and the short-listed firms will be posted at the Public Notice Board at the Procurement Division office, 400 E. South St., Second Floor, Orlando, FL 32801 and at <http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp>.
- c. Upon expiration of the period allowed for protests, the item will be scheduled for consideration at an upcoming Board of County Commissioners' meeting. If oral presentations are required, the short-listed firms will be notified of the presentation procedures and schedule. If oral presentations are not required, the short-list will be provided to the Board for discussion and approval.

42. **COST AND PRICING DATA**

The selected Consultant(s) shall provide the following documentation to support the negotiated fee proposal as a condition precedent to the execution of the contract:

- A. An industry standard certified compilation of financial statements for any contract value that does not exceed \$250,000, a review of financial statements for all continuing services contracts and any contract value that exceed \$250,000, by third-party licensed Certified Public Account (CPA) for the most recently completed fiscal period, or within the last 12 months, clearly showing the costs (not percentage) of direct labor, indirect labor, fringe benefits, general administrative and overhead costs and a statement of profit or operating margin requested.

The County reserves the right to request third-party audited financial statements by a licensed CPA based on project complexity and/or contract value. A detailed general ledger that is reconciled to the statement of direct labor, indirect labor, fringe benefits, general administrative and overhead costs shall be furnished upon request of the County.

All indirect costs shall be computed in accordance with 48 CFR Federal Acquisition Regulations, Part 31.

- B. A detailed summary of any transactions between organizations under common control that are included in the indirect costs reported in paragraph "a." above.
- C. Raw labor rates by labor classification certified as accurate by an officer of the company. Billable hourly rates for the Consultant developed by multiplying the raw labor rates by the breakeven multiplier. Breakeven multiplier includes direct and indirect labor, general administrative and overhead costs.
- D. The profit or operating margin must be clearly indicated.
- E. Schedule of reimbursable/out-of-pocket charges and or direct expenses to be utilized during the term of the contract.
- F. Scope of service as revised during contract negotiations. Note that changes should serve to clarify the scope and not add or delete from the scope of

- work as contained in the Request for Proposals.
- G. Breakeven multiplier statement from each subconsultant (breakeven multiplier includes direct and indirect labor, general administrative and overhead costs) and the profit or operating margin clearly indicated.
 - H. If any costs for local travel are included, there must be compelling reasons for such costs that must be adequately supported with specific justification.

43. **SUPPORTING DOCUMENTS**

The County shall require the selected Consultant to provide the following documentation to support the negotiated proposal:

- A. Billable hourly rates for each proposed sub-consultant developed by multiplying the raw labor rates by the breakeven multiplier. This information must be certified by an officer of the firm. Breakeven multiplier includes direct and indirect labor, general administrative and overhead costs. The profit or operating margin must be clearly indicated.
- B. Scope of service as revised during contract negotiations. Note that changes should serve to clarify the scope and not add or delete from the scope of work as contained in the Request for Proposals.
- C. Valid insurance certificate(s) evidencing contractually required coverage.

44. **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.

45. **PROPRIETARY 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.

46. 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.

EXHIBIT A

SCOPE OF SERVICES CONTINUING UTILITIES ENGINEERING SERVICES

Section 1 **General**

This is the continuing engineering scope of services to be provided to the Orange County Utilities Department (County) in accordance with the provisions of the contract between the County and an engineering consulting firm (consultant). Projects selected by the County for completion under the provisions of the continuing services contract will, individually, be projects that may have a relatively small work effort and relatively small cost. Projects selected by the County for completion by a continuing services consultant will be projects that, as estimated by the County, have a construction cost of less than \$4,000,000.00.

Engineering services from State of Florida registered Professional Engineers proficient in disciplines such as civil, environmental, electrical, mechanical, structural and other engineering specialties shall be required. Services related to engineering such as corrosiveness determination, ecological studies, geo-technical investigations, professional surveying and other services associated with completion of projects may also be required.

At the discretion of the County, the County may obtain engineering services for a project, which meets the previously stated criteria, from other engineering consultants. Consultants may be required to take direction from the County's general program management consultants.

Specific assignments performed by the consultant may include the services required for studies, preliminary and final design, permitting, bidding assistance, construction administration and other services required for completion of County projects. Sections 2 through 6 describe the types of services the County may request from the consultant.

The County may select up to five (5) consultants to provide continuing engineering services for completing projects for improvements to the County's water and wastewater utility systems. Projects will be assigned based on workload, qualifications and quality of performance of the continuing consultants as determined by the County. The specific scope of services and fee shall be determined on a project-by-project basis. Each continuing engineering services contract will be for a one-year (1-yr.) period. Subject to the consent of the County, a consultant may be eligible for two (2), one-year (1-yr.) renewals of its contract.

Section 2. **Program Development and General Permitting**

Services relating to program development, preliminary design memorandums and reports may include, but are not limited to, the following tasks:

- a. providing site evaluations for water, wastewater, effluent disposal and reclaimed water facilities, pump stations, and miscellaneous other utility system components;
- b. development and analysis of corridors for water, wastewater and reclaimed water mains;
- c. performing pipe corrosion analyses and condition assessments, alternate pipe material and coating system evaluations;
- d. providing permitting services such as the preparation of applications, design calculations, maps, drawings, specifications, and supporting documents that may be required to obtain approval from agencies having jurisdiction over the projects; and,
- e. preliminary design services including modeling, projections, development of design parameters, and economic evaluations.

Section 3. Design Services

Services for projects may include, but are not limited to, the design related to the following:

- a. new and/or modifications to water and wastewater treatment facilities including structures, equipment, control and security systems, process, pumping, well rehabilitation, piping and accessories;
- b. new groundwater wells and well fields, and modifications to existing wells and well fields;
- c. raw water and/or treated water pipelines, water pumping facilities and accessories;
- d. raw wastewater and/or treated wastewater pipelines, pumping stations and miscellaneous accessories;
- e. reclaimed wastewater pipelines, pumping stations and miscellaneous accessories;
- f. relocation of existing water mains, wastewater force mains, reclaimed water mains and appurtenances as necessitated by improvements to transportation systems;
- g. pressure booster pump stations, ground storage tanks and elevated storage tanks for water and wastewater transmission systems including associated accessories;
- h. demolition of existing utility facilities, structures and plugging of abandoned wells;
- f. administrative offices, warehouses, operations and maintenance facilities, support facilities, site development, access roads, security, fencing and landscape design services associated with the operation of the water, wastewater and reclaimed water;
- g. provision of permitting services such as the preparation of applications, design calculations, maps, drawings, specifications, and supporting documents that may be required to obtain approval of design from agencies having jurisdiction over the projects, and,
- h. use of trench-less technology for installation of water, wastewater and reclaimed water mains.

Section 4. Bidding Services

The consultant shall coordinate closely with the Orange County Procurement Division for the bidding of the project. Bidding services for projects may include, but not be limited to, the following tasks:

- a. determine Procurement Division requirements and coordinate with Division staff to expedite the bidding process;
- b. preparation of all required bidding documents;
- c. answering by written addenda any potential bidders' questions;
- d. attending pre-bid conferences and prepare minutes of the meeting;
- e. prepare addendum to the contract documents as necessary; and,
- i. evaluate and tabulate bids, check contractors' references, certify bid tabulations and recommend award of construction contracts.

Section 5. Construction Administration Services

Construction services for projects may include, but are not limited to, the following tasks:

- a. provide required copies of conformed construction documents;
- b. organize and conduct pre-construction conference;
- c. coordinate closely with County construction inspectors;
- d. if requested by County, provide site resident engineering services;
- e. if requested by the County, provide site resident construction inspection services;
- f. review and approve shop drawings and laboratory test results;
- g. provide advice during construction;
- h. attend progress meetings;
- i. make periodic visits to construction site to inspect construction progress and certify construction;
- j. provide clarification and interpretation of the specification and construction drawings;
- k. review and monitor the Contractor's construction schedules;

- l. review and provide consultation concerning contractor's requests for additional contract cost and contract time;
- m. perform substantial completion and final completion inspections of completed facilities;
- j. observe project start-up performance test; and,
- k. prepare operation and maintenance manuals.

Section 6. Miscellaneous Other Services

Miscellaneous other services may include, but are not limited to, the following tasks:

- a. provide surveying services;
- b. evaluation of construction documents;
- c. review of design and construction drawings;
- d. review of construction drawings for new development including subdivisions plans and commercial plans;
- e. Quality control of development plans review;
- f. review of electrical drawings and construction plans related to new pump stations, equipment, instrumentation, controls, SCADA or other facilities as needed;
- g. preparation of electrical construction plans for new pump stations, valves; instrumentation, SCADA and any other electrical engineering needs;
- h. review and analysis of construction administration and scheduling;
- i. review and analysis of construction change orders and claims;
- j. represent the County during negotiations with contractors and their attorneys for resolution of construction claims;
- k. prepare and provide legal testimony on any issue related to the design, construction, operation and/or maintenance of the County's water, wastewater systems;
- l. represent to state and federal agencies, issues related to the County's water and wastewater system;
- m. expert witness services for land acquisition condemnation proceedings;
- n. special investigations regarding potential liability suits;
- o. preparation of operations and maintenance manuals;
- p. compilation and evaluation of cost data for various system projects;
- q. provide assistance with public notification correspondence, mailings and meetings;
- r. provide assistance with utilities retrofit programs' technical computations, correspondence, mailings and meetings;
- s. represent the County during discussions, negotiations, or legal proceedings related to acquisition of real estate or rights-of-way for utility facilities, including evaluations or impacts to adjacent properties;
- t. represent the County during discussions, negotiations, or legal proceedings related to acquisition and use of utilities facilities including inter local agreements with other private or governmental entities;
- u. provide value engineering and constructability reviews of projects designed by others; and,
- v. provide design of mechanical, electrical and structural components of utility systems being designed by County staff.

CONTRACT

#Y23-904

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

**ORANGE COUNTY, FLORIDA
201 S. ROSALIND AVENUE
ORLANDO, ORANGE COUNTY, FLORIDA**

a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and:

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

hereinafter referred to as the **CONSULTANT**.

RECITALS

WHEREAS, the COUNTY desires to retain the services of the CONSULTANT to provide continuing engineering services, to be issued as Task Authorizations under individual Purchase Orders; and;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of obtaining such employment and of performing such services upon said terms and conditions; it is agreed by and between the parties hereto as follows:

**I
SCOPE OF SERVICES**

The CONSULTANT shall, diligently and timely, perform professional engineering services as described in Exhibit A - Scope of Professional Services, entitled, "CONTINUING ENGINEERING SERVICES FOR THE UTILITIES DEPARTMENT "which is attached hereto and made a part hereof by reference. As the COUNTY generates individual projects, a detailed scope of work will be prepared for each project and furnished to the CONSULTANT. Upon receipt of the scope of services, the CONSULTANT will submit a cost Proposal to the COUNTY with the following:

- a. Position classification, total hours, hourly rate and extended total amount.
- b. Subcontracted services including information in "a" above
- c. Performance period for the services
- d. Out-of-pocket expenses

Proposal shall be submitted within fifteen (15) days after receipt of written request for proposal.

CONSULTANTS COMPETITIVE NEGOTIATION ACT

This Contract is a continuing Contract as defined in Section 287.055 (2) (g), Florida Statutes. Task Authorizations to be performed by the CONSULTANT under this Contract shall be approved and authorized by the COUNTY in writing by issuance of County approved Purchase Orders, pursuant to the CONSULTANT'S Proposal and fee, whether or not modified by negotiation. The CONSULTANT'S authority to proceed with the specified scope of work will be either the County approved Purchase Orders or a County issued written Notice to Proceed to be determined by the County Project Manager.

II **PAYMENT**

The COUNTY will pay to the CONSULTANT for duly authorized services performed by the CONSULTANT and accepted by the County as follows:

- A. **FEES:** For services performed under Article I, a firm fixed fee (lump sum) will be agreed upon prior to commencement of services; or, if a firm fixed fee cannot be determined, a not-to-exceed maximum dollar amount will be agreed upon; however, in either case, the fee shall be calculated in accordance with the hourly rate schedule identified as Exhibit B, which is attached and made a part of this Contract.
- B. **PAYMENT:** The COUNTY shall pay the CONSULTANT in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

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

- C. **PAYMENT IN EVENT OF TERMINATION BY COUNTY:** In the event this Contract is terminated or canceled prior to completion of any project in progress, payment shall be made in accordance with the provisions of Article IX.
- D. **CHANGES WITHIN SCOPE; ALLOWANCE OF ADDITIONAL COMPENSATION:** If instructed to do so by the COUNTY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. In all disputes arising over the right to additional compensation, the COUNTY shall be the party to determine whether substantial acceptable work has been done on documents such that changes, revisions or preparation of additional documents will result in additional compensation to the CONSULTANT. The additional compensation shall be computed by the CONSULTANT on a revised fee quotation Proposal that must be submitted to the COUNTY for prior approval. The fee shall be agreed upon

before commencement of any additional work and shall be incorporated by Change Order to the corresponding Purchase Order issued against this Contract.

- E. **SUBCONSULTANTS:** The CONSULTANT shall, upon requiring the services of various sub-consultants, be responsible for the integration of all sub-consultants' work into the documents and for all payments to such sub-consultants out of the lump sum fee agreed to. Services rendered by the CONSULTANT in connection with the coordination of any such sub-consultants or other personnel services shall be considered within the scope of the basic contract and no additional fee will be due the CONSULTANT for such work.

- F. **TRAVEL AND PER DIEM:** Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statutes, as set forth in Exhibit C, which is attached to this Contract.

- G. **COMPENSATION:** The CONSULTANT'S compensation shall be established and authorized for each Task Authorization on the basis of the CONSULTANT'S personnel hourly billable rates and related allowable costs as set forth in the basic Contract. The CONSULTANT'S personnel hourly billable rates and multiplier shall remain in effect and unchanged during the duration of the Contract and any extensions thereto, except as provided by Article II, paragraph I, Price Adjustment. Compensation for any authorized cost that is not set forth in the basic Contract shall be negotiated prior to issuance of the Task Authorization and shall be supported by the appropriate cost and pricing data.

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

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

I. **PRICE ADJUSTMENT:**

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

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

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

Any request for a price adjustment will be subject to negotiation and must be approved by the Manager, Procurement Division. Any request for such increase shall be supported by adequate justification to include Consumer Price Index (CPI) documentation.

The CPI documentation shall be based on the All Items, CPI-U, U.S. City Average, not seasonally adjusted index.

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

III
DESIGN WITHIN FUNDING LIMITATIONS

The following provisions are applicable to contracts for design services:

- A. The CONSULTANT shall accomplish the design services under this Contract, when applicable, so as to permit the award of a contract (using standard Orange County procedures for the construction of the facilities) at a price that does not exceed the estimated construction contract price as set forth in paragraph (c) below. When bids or Proposals for the construction contract are received that exceed the estimated price, the CONSULTANT shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Contract. However, the CONSULTANT shall not be required to perform such additional services at no cost to the COUNTY, if the unfavorable bids or Proposals results from conditions beyond the CONSULTANT'S reasonable control. The COUNTY shall exercise reasonable commercial judgment in making the controlling determination as to whether such conditions are within the reasonable control of the CONSULTANT.
- B. The CONSULTANT will promptly advise the COUNTY if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the COUNTY will review the CONSULTANT'S revised estimate of construction cost. The COUNTY may, if it determines that the estimated construction contract price set forth in this Contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (c) below, or the COUNTY may adjust such estimated construction contract price via amendment to this Contract. When bids or Proposals are not solicited or are unreasonably delayed, the COUNTY shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or Proposals to determine compliance with the funding limitation.
- C. The estimated construction cost for any project under this contract shall not exceed \$4,000,000. Each Task Authorization shall specifically indicate the project's estimated construction cost. Task Authorizations issued for study activities may not exceed \$500,000.
- D. The CONSULTANT and its subsidiaries or affiliates who designed the project shall be ineligible for the award of the construction contract for that project.

IV
RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this contract.

The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

- B. The Project Manager and the Project Engineer must be two separate individuals. The Project Manager must be currently employed by the Prime Consultant. The Project Manager and Project Engineer must be Professional Engineers registered in the State of Florida.
- C. Substitution of the Project Manager, Project Engineer or Other Key Personnel: The CONSULTANT shall not substitute any key personnel without the prior written approval of the Manager of the Procurement Division. Any such requests shall be supported by comprehensive documentation outlining the reason(s) for the proposed substitution to include the specific qualifications of the proposed substitute. Approval of the request shall be at the discretion of the COUNTY. Further, the COUNTY, in lieu of approving a substitution, may initiate other actions under the contract, including termination.
- D. Neither the County's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the CONSULTANT'S negligent performance of any of the services furnished under this contract.
- E. The rights and remedies of the COUNTY provided for under this contract are in addition to any other rights and remedies provided by law.
- F. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- G. For contracts requiring design services, the CONSULTANT shall comply with the following requirements:
 - 1. Concurrent with the submission of the 100% design submittal to the user division, the CONSULTANT shall submit a complete breakdown of the subcontracting opportunities for the project based on traditional industry practices and their expertise to the Business Development Division, 400 E. South St., Orlando, FL 32801. This information will identify subcontracting elements such as electrical, trucking, sodding, surveying, etc. with the estimated percentage of the total project represented by each subcontracting element.
 - 2. Upon submission of the 100% submittals to the user department, the CONSULTANT shall provide to the Business Development Division an estimate of the percentage of work to be performed under each standard CSI division heading, the total of which shall in all cases equal 100%.

- H. The CONSULTANT shall maintain an adequate and competent staff of professionally qualified persons during the term of this Contract for the purpose of rendering the required services hereunder. The CONSULTANT shall not sublet, assign or transfer any services under this agreement without the written consent of the COUNTY.
- I. The COUNTY may require in writing that the CONSULTANT remove from the Work any of the CONSULTANT'S personnel that the COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Contract Amount or Contract Time based on the COUNTY'S use of this provision will be valid. CONSULTANT shall indemnify and hold the County harmless from and against any claim by CONSULTANT'S personnel on account of the use of this provision.
- J. All final plans and documents prepared by the CONSULTANT must bear the endorsement of a person in the full employ of the CONSULTANT and currently registered as a professional in the State of Florida.

V

COUNTY'S RIGHTS AND RESPONSIBILITIES

The COUNTY shall:

- A. Furnish the CONSULTANT with existing data, plans, profiles, and other information necessary or useful in connection with the planning of the program that is available in the COUNTY'S files, all of which shall be and remain the property of the COUNTY and shall be returned to the COUNTY upon completion of the services to be performed by the CONSULTANT,
- B. Make COUNTY personnel available on a time-permitting basis, where required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely within the discretion of the COUNTY,
- C. Be entitled, upon request and without additional cost, to any documents as requested by the COUNTY for any project on which the CONSULTANT is working.

VI

COUNTY'S 'DESIGNATED' REPRESENTATIVE

It is understood and agreed that the COUNTY designates the County Administrator or their designated representative, in writing, to represent the COUNTY in all technical matters pertaining to and arising from the work and performance of this Contract. The County Administrator or designated representative shall have the following responsibilities:

- A. Examination of all reports, sketches, drawings, estimates, Proposals, and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the COUNTY'S approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.

- B. Transmission of instructions, receipt of information, and interpretation and definition of COUNTY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- C. Giving prompt written notice to the CONSULTANT whenever the COUNTY observes, or otherwise becomes aware of, any defects or changes necessary in a project.

VII
CONTRACT TYPE

This is an indefinite quantity contract for the goods and/or services specified in Exhibit A – Scope of Professional Services. The quantities of goods and/or services specified are unknown. Delivery or performance shall be only as authorized by task authorizations in accordance with the terms of this contract. The CONSULTANT shall furnish the goods and/or services to the COUNTY, when and if ordered. The COUNTY shall order at least \$25,000 in fees during the initial contract performance period. The COUNTY may issue orders requiring delivery to multiple destinations or performance at multiple locations.

VIII
TERM OF CONTRACT

The term of this contract shall be for one (1) year from date of execution; however, by mutual consent, the contract may be extended for two additional one-year terms, not to exceed a total of three (3) years.

Any Purchase Orders for Task Authorizations issued during the effective period of this contract and not completed within that period, shall be completed by the CONSULTANT within the time specified in the order. The contract shall govern the CONSULTANT'S and the COUNTY'S rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

IX
TERMINATION OF CONTRACT

A. TERMINATION FOR DEFAULT:

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

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

Prior to termination for default, the COUNTY will provide adequate written notice to the CONSULTANT through the Manager, Procurement Division, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.

Such termination may also result in suspension or debarment of the CONSULTANT in accordance with the County's Procurement Ordinance. The CONSULTANT shall be liable for any damage to the COUNTY resulting from the CONSULTANT'S default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

In the event of termination by the COUNTY for any cause, the CONSULTANT will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the COUNTY.
4. Continue and complete all parts of that work that have not been terminated.

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

B. TERMINATION FOR CONVENIENCE:

The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the COUNTY'S interest. If this contract is terminated, the COUNTY shall be liable only for goods or services delivered and accepted. The COUNTY Notice of Termination shall provide the Consultant thirty (30) days prior notice before it becomes effective.

A termination for convenience may apply to individual purchase/delivery orders or to the contract in its entirety.

C. PAYMENT

If a Task Authorization or Purchase Order is terminated for the convenience of the COUNTY, a settlement will be negotiated. This settlement shall not exceed the total amount due for services rendered and accepted by the COUNTY in accordance with the payment terms of the Contract. If the Contract is terminated for convenience in its entirety, the CONSULTANT shall be paid an amount not in excess of all services rendered and accepted under the various orders issued against the Contract.

However, if the termination is for cause, no amount shall be allowed for anticipated profit on unperformed services or other work, and the payment may be adjusted to take into account any additional costs to be incurred by the COUNTY due to such default.

D. TERMINATION NOTICE

The Manager, Procurement Division, shall issue any and all notices involving termination of this contract.

X

INDEMNITY/INSURANCE AND SAFETY REQUIREMENTS

Consultant agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Consultant is not intended to and shall not in any manner limit or qualify the liabilities assumed by Consultant under this contract. Consultant is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

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

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

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

Required Coverage:

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

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

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

Required Endorsements:

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

- 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/Consultant's most recent audit or review of their organizational financial statements certified by a CPA. Compiled financial

statements will not be accepted. For policies written on a "Claims-Made" basis the Consultant agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Consultant agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Consultant of the obligation to provide replacement coverage.

By entering into this contract Consultant agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the 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 Consultant to enter into a pre-loss agreement to waive subrogation without an endorsement, then Consultant agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

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

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 Consultant has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Consultant 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 Consultant 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, FL
Risk Management Division
109 E. Church Street, Suite 200
Orlando, Florida 32801

INDEMNIFICATION- CONSULTANTS:

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

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

The Consultant shall at all times:

- Initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.
- Take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.
- Take all reasonable precautions to prevent damage or loss to property of Orange County, or of other vendors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.
- Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:
 - Occupational Safety and Health Act (OSHA)
 - National Institute for Occupational Safety & Health (NIOSH)
 - National Fire Protection Association (NFPA)
 - American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)
- The Consultant must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address listed below:

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

XI

TRUTH IN NEGOTIATION AND MAINTENANCE AND EXAMINATION OF RECORDS

- A. The Consultant hereby represents, covenants and warrants that wage rates and other factual unit costs supporting the compensation provided for in this Contract are accurate, complete and current as of the date of contracting. It is further agreed that the Contract price shall be adjusted to exclude any amounts where the County determines the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.
- B. The Consultant shall keep adequate records and supporting documents applicable to this Contract. Said records and documentation shall be retained by the Consultant for a minimum of five (5) years from the date of final payment on this contract. If any litigation, claim or audit is commenced prior to the expiration of the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.
- C. If applicable, time records and cost data shall be maintained in accordance with generally accepted accounting principles. This includes full disclosure of all transactions associated with the contract. Also, if applicable, all financial information and data necessary to determine overhead rates in accordance with Federal and State regulatory agencies and the contract shall be maintained.
- D. The Consultant's "records and supporting documents" as referred to in this Contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, invoices, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the County's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract document.

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

- 1) Consultant compliance with contract requirements; or
- 2) Compliance with provisions for pricing change orders; or
- 3) Compliance with provisions for pricing invoices; or

- 4) Compliance with provisions regarding pricing of claims submitted by the Consultant or his payees; or
 - 5) Compliance with the County's business ethics; or
 - 6) Compliance with applicable state statutes and County Ordinances and regulations.
- E. Records and documents subject to audit shall also include those records and documents necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Contract. In those situations where Consultant's records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), Consultant agrees to provide the County's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats.
- F. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary throughout the term of this contract and for a period of five (5) years after final payment. Such activity shall be conducted during normal business working hours. The County, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying.
- G. The County, during the period of time defined by the preceding paragraph, shall have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Consultant as concerns the aforesaid records and documentation.
- H. Records and documentation shall be made accessible at the Consultant's local place of business. If the records are unavailable locally, it shall be the Consultant's responsibility to insure that all required records are provided at the Consultant's expense including payment of travel and maintenance costs incurred by the County's authorized representatives or designees in accessing records maintained out of the county. The direct costs of copying records, excluding any overhead cost, shall be at the County's expense.
- I. The Consultant shall require all payees (examples of payees include sub Consultants, insurance agents, material suppliers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Consultant and payee. Such requirements include a flow-down right of audit provisions in contracts with payees, which shall also apply to Sub Consultants and Sub-sub Consultants, material suppliers, etc.

The Consultant shall cooperate fully and shall cause all aforementioned parties and all of Consultant's sub Consultants (including those entering into lump sum subcontracts and lump sum major material purchase orders) to cooperate fully in furnishing or in making available to the County from time to time whenever requested in an expeditious manner any and all such records, documents, information, materials and data.

- J. The County's authorized representatives or designees shall have reasonable access to the Consultant's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall have adequate and appropriate work space, in order to conduct audits in compliance with this article.
- K. Even after a change order proposal has been approved, Consultant agrees that if the County later determines the cost and pricing data submitted was inaccurate, incomplete, not current or not in compliance with the terms of the Contract regarding pricing of change orders, then an appropriate contract price reduction will be made. Such post-approval contract price adjustment will apply to all levels of Consultants and/or sub Consultants and to all types of change order proposals specifically including lump sum change orders, unit price change orders, and cost-plus change orders.
- L. If an audit inspection or examination by the County, or its designee, in accordance with this article discloses overpricing or overcharges (of any nature) by the Consultant to the County in excess of one-half of one percent (.5%) of the total contract billings, the reasonable actual cost of the County's audit shall be reimbursed to the County by the Consultant. Any adjustments and /or payments that must be made as a result of any such audit or inspection of the Consultant's invoices and/or records and supporting documents shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the County's findings to the Consultant.

XII OWNERSHIP OF DOCUMENTS

It is understood and agreed that all documents, including detailed reports, plans, original drawings, "as built", specifications, original field survey, data notes, and all other data, prepared or obtained by the CONSULTANT in connection with its services hereunder shall be delivered to, and shall become the property of the COUNTY prior to final payment to the CONSULTANT.

The CONSULTANT shall not be liable for any use by the COUNTY of said documents or data if they are modified in any manner without written approval of the CONSULTANT.

XIII SUSPENSION OF WORK BY COUNTY

Right of COUNTY to Suspend Work and Order Resumption - The performance of CONSULTANT'S services hereunder may be suspended by the COUNTY at any time.

However, in the event the COUNTY suspends the performance of CONSULTANT'S services hereunder, it shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by CONSULTANT. The COUNTY shall promptly pay to the CONSULTANT all fees that have become due and payable to the CONSULTANT prior to the effective date of such suspension. COUNTY shall thereafter have no further obligation for payment to the CONSULTANT unless and until the COUNTY notifies the CONSULTANT that the services of the CONSULTANT called for hereunder are to be resumed.

Upon receipt of written notice from the COUNTY that CONSULTANT'S services hereunder are to be resumed, CONSULTANT shall complete the services of CONSULTANT called for in this Contract and CONSULTANT, shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to him under this Contract, same to be payable in the manner specified herein.

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

XIV STANDARDS OF CONDUCT

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

XV
ASSIGNABILITY

The CONSULTANT shall not assign any interest in this Contract, and shall not transfer any interest in the same without prior written approval of the COUNTY, provided that claims for the money due or to become due the CONSULTANT from the COUNTY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

XVI
SUBCONTRACTING AND MINORITY/WOMEN EMPLOYMENT PARTICIPATION

- A. The CONSULTANT shall be responsible for reporting Minority/Women Business Enterprise (M/WBE) sub-consultant Contract dollar amount(s) for the M/WBE SUBCONSULTANT(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the County. Quarterly updated M/WBE utilization reports and Equal Opportunity Workforce Schedule reports are to be submitted every quarter during the term of the contract. Additionally, the Consultant shall ensure that the M/WBE participation percentage proposed in the Consultant's Proposal submitted for this Contract is accomplished.
- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The CONSULTANT shall be responsible for reporting local minority/women employment percentage levels within the firm and the minority/women employment percentage levels that the firm anticipates utilizing to fulfill the obligations of this Contract. The report(s) shall be submitted to the Business Development Division, on a quarterly basis during the life of the Contract.
- D. The awarded prime consultant shall furnish written documentation evidencing actual dollars paid to **all sub-consultants** utilized by the prime consultant 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 MWBE participation achieved by the Prime Consultant prior to the issuance of final payment.
- E. The awarded Prime Consultant'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-consultants.

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 Consultant.

2. File copies of all executed subcontractor agreement/contracts between the prime and all M/WBE subconsultants on the project to Orange County Business Development Division one-time for the duration of the contract.
3. The awarded Prime Consultant shall furnish written documentation evidencing actual dollars paid to each subcontractor utilized by the Prime Consultant 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 Consultant 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 Consultant 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 responsibility to submit the required Quarterly payment verification form to the prime and Final M/WBE payment verification form to 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 certification.
7. The awarded Prime Consultant shall not substitute, replace or terminate any M/WBE firm without prior written authorization of the Business Development Division, nor shall the prime reduce the scope of work or monetary value of a subcontractor without written authorization of the Business Development Division.
8. Upon execution of any renewal or extension to this contract, the Prime Consultant shall execute renewals with all approved specified sub-contractors for the full duration of the contract.
9. The Prime Consultant 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 subconsultants/purchase orders for the non-M/WBE's listed on the **Project**

Team Form (FORM B) 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-Consultants certifying that a prompt payment clause has been included in that contract or purchase order.

- F. By entering into this contract, the CONSULTANT affirmatively commits to comply with the M/WBE subcontracting requirements submitted with his/her Proposal. The failure of the CONSULTANT to comply with this commitment during the Contract's performance period may be considered a breach of Contract. The County may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement Division.

The COUNTY may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement.

XVII

INDEPENDENT CONSULTANT STATUS

The CONSULTANT shall be an independent Consultant and neither CONSULTANT nor anyone employed by CONSULTANT shall be deemed for any purpose to be the employee, agent, servant or representative of the COUNTY in the performance of the work hereunder. The COUNTY shall have no direction or control of CONSULTANT or CONSULTANT'S employees and agents, except in the results to be obtained.

XVIII

EQUAL OPPORTUNITY

The County's policies of equal opportunity and non-discrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided and enforced by Section 17-314 of the Orange County Code and the County's relevant Administrative Regulations. It is also the county policy that person(s) doing business with the County shall recognize and comply with this policy and that the County shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:

1. The Association shall adopt and maintain, or provide evidence to the County that Association has adopted and maintains, a policy of nondiscrimination as defined by Section 17-288, Orange County Code, throughout the term of this Agreement.
2. The Association agrees that, on written request, the Association shall permit reasonable access to all business records or employment, employment advertisement, applications forms, and other pertinent data and records, by the County, for the purpose of investigating to ascertain compliance with the non-discrimination provisions of this contract; provided, that the Contractor shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.

3. The Agency agrees that, if any obligations of this contract are to be performed by subcontractor(s), the provisions of subparagraphs 1 and 2 of this Section shall be incorporated into and become a part of the subcontract.

XIX

INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY

- A. The provisions of Florida Statute 768.28 applicable to Orange County, Florida apply in full to this Contract.

Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the COUNTY acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

- B. No officer, employee or agent of the COUNTY acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.
- C. The COUNTY shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

XX

ASBESTOS FREE MATERIALS

For contracts for design services, CONSULTANT shall provide a written and notarized statement on company letterhead to certify and warrant that the project was designed with asbestos free materials. Such statement shall be submitted with the final payment request.

Final payment shall not be made until such statement is submitted. CONSULTANT agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the design, CONSULTANT shall be liable for all costs related to the redesign or modification of the construction of the project so that materials containing asbestos are removed from the design, plans or specifications or construction contract documents, and, in addition, if construction has begun or has been completed pursuant to a design that includes asbestos containing materials, the CONSULTANT shall also be liable for all costs related to the abatement of such asbestos.

XXI

CONTROLLING LAWS

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

XXII

AVAILABILITY OF FUNDS

The obligations of Orange County under this Contract are subject to need and

availability of funds lawfully appropriated for its purpose by the Board of County Commissioners, or other specified funding source for this contract.

XXIII DISLOCATED WORKERS

CONSULTANT has committed to hire _____ () CareerSource participants residing in Orange County, Florida. Therefore, within five (5) days after contract award, CONSULTANT shall contact the Orange County Business Development Liaison at (407) 836-7317 to assist with meeting this requirement. The BDD Liaison will work with the CareerSource staff and the Consultant to ensure that the process is properly adhered until all requirements have been met. CareerSource participants may be employed in any position within the firm but must be hired on a full-time basis.

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 individual hired under this program are retained. However, if it becomes necessary to replace an employee, the CONSULTANT shall contact the BDD Liaison. At its discretion, COUNTY may periodically request submission of certified payrolls to confirm the employment status of program participants.

XXIV REGISTERED SERVICE-DISABLED VETERAN PARTICIPATION

- A. The CONSULTANT shall be responsible for reporting Registered Service-Disabled Veteran (SDV) sub-consultant Contract dollar amount(s) for the SDV SUBCONSULTANT(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the County. Quarterly updated SDV utilization reports Schedule of Minorities and Women reports are to be submitted every quarter during the term of the contract. Additionally, the Consultant shall ensure that the SDV participation percentage proposed in the Consultant's Proposal submitted for this Contract is accomplished.
- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The awarded prime consultant shall furnish written documentation evidencing actual dollars paid to **all sub-consultants** utilized by the prime consultant 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 SDV participation achieved by the Prime Consultant prior to the issuance of final payment.
- D. The awarded prime consultant shall not substitute, replace or terminate any M/WBE firm without prior written authorization from the Business Development Manager. In

the event a certified SDV sub-Consultant's sub-contract is terminated for cause, the CONSULTANT shall justify the replacement of that sub-consultant, with another certified M/WBE firm in writing to the Business Development Division, accompanied by the Project Manager's recommendation.

- E. It is the intent of the COUNTY to insure prompt payment of all sub-consultants working on COUNTY projects. The CONSULTANT shall:
1. Submit copies of executed contracts between the CONSULTANT and all of its SDV sub-consultants to the Business Development Division.
 2. The County may at its discretion require copies of subcontracts/purchase orders for the non-SDV's listed on Form B and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-SDV sub-Consultants certifying that a prompt payment clause has been included in that contract or purchase order.
 3. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONSULTANT and sub-consultants (including those with non-SDV's) stating that payment will be made to the sub-consultant within 72-hours of receipt of payment from the COUNTY. The CONSULTANT shall pay each sub-consultant for all work covered under an invoice within the 72-hour time frame.

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.

- F. By entering into this contract, the CONSULTANT affirmatively commits to comply with the SDV subcontracting requirements submitted with his/her Proposal. The failure of the CONSULTANT to comply with this commitment during the Contract's performance period may be considered a breach of Contract. The County may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement Division.

XXV **CONTRACT CLAIMS**

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

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

Failure to document a claim in this manner shall render the claim null and void.

Moreover, no claim shall be accepted after final payment of the contract.

The decision of the Procurement Division Manager shall be issued in writing and shall be furnished to the Consultant. The decision shall state the reasons for the decision reached. The Procurement Division Manager shall render the final decision within sixty (60) days after receipt of Consultant's written request for a final decision. The Procurement Division Manager's decision shall be final and conclusive.

The Consultant shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager of the Procurement Division.

XXVI
PROHIBITION AGAINST CONTINGENT FEES

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

XXVII
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 Consultants 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.

XXVIII
VERIFICATION OF EMPLOYMENT STATUS

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

XXIX
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

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

XXX

FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS:

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

XXXI

SEVERABILITY

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

XXXII

PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)

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

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 Consultant does not transfer the records to Orange County.
4. Upon completion of the contract, Consultant agrees to transfer at no cost to Orange County all public records in possession of the Consultant or keep and maintain public records required by Orange County to perform the service. If the

Consultant transfers all public record to Orange County upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to 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 Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

400 E. South Street, 2nd Floor, Orlando, FL 32801

407-836-5897

PublicRecordRequest@ocfl.net

>
>

ORANGE COUNTY, FLORIDA

Signature

Carrie Mathes, MPA, CFCM, NIGP-CPP,
CPPO, C.P.M., CPPB, APP,
Manager, Procurement Division

Name Typed

Date: _____
(for County use only)

Title

REQUEST FOR PROPOSALS
#Y23-904-ZR
CONTINUING ENGINEERING SERVICES FOR THE UTILITIES DEPARTMENT
DUE 4:00 P.M. – April 20, 2023

PROPOSER INFORMATION:

NAME OF FIRM: _____

ADDRESS: _____ (Street Address)

_____ (PO Box)

_____ (City, County, State, Zip)

PHONE: _____

FAX: _____

AUTHORIZED SIGNITORY: _____ (Print Name) TITLE: _____

SIGNATURE: _____

CONTACT'S E-MAIL ADDRESS: _____

TIN# _____

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

IDENTIFICATION OF BUSINESS ORGANIZATION:

Check the appropriate box that describes the organization of the firm proposing:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation: _____

Principal Place of Business (Florida Statute Chapter 607): _____

Check all that apply:

Mergers Parent Company Subsidiary

If a merger, a parent company or subsidiary relationship applies, list **all** entities in the relationships:

The proposer represents that the following principals are authorized to sign and/or negotiate Contracts and related documents to which the bidder or 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	Phone Number

ADDENDUM ACKNOWLEDGEMENT:

The Proposer shall acknowledge receipt of any addenda issued to the 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 the solicitation may negatively impact the responsiveness of your Proposal. Material impacts include but are not limited to changes to scope of work, delivery time, performance period, quantities, bonds, letters of credit, insurance, qualifications, etc.

Addendum No.	Date	Addendum No.	Date
Addendum No.	Date	Addendum No.	Date

PROJECT TEAM

RFP Project Number: _____

TEAM

NAME: _____

Federal I. D. Number: _____
 Is Prime Consultant: an O.C. certified M/WBE Firm Yes _____ No _____
 An O.C. registered SDV Firm Yes _____ No _____

<u>PRIME</u> Role	Name and City of Residence of Individual Assigned to the Project	Number of Years Experience	Education, Degree(s)	Florida Active Registration Numbers
Principle-in-Charge				
Project Manager				
Project Engineer				
Project Construction Administrator				
Other Key Member ()				
Other Key Member ()				
<u>SUBCONSULTANT</u> Role	Company Name and Address of Office Handling this Project	If Certified M/WBE specify which; Or If Registered SDV indicate	Projected % of Overall work on the entire project	Name of Individual Assigned to the Project
Architecture				
Mechanical Engineering				
Electrical Engineering				
Structural Engineering				
Civil Engineering				
Landscape Architecture				
Other Key Member ()				
Other Key Member ()				

Note: Percentages indicated must conform to percentages indicated on Form C

LOCATION

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. **Also, proposers shall complete and sign the attached pages, 2 through 4, concerning location. NOTE: THE AFFIDAVIT/NOTARIZATION REQUIREMENT (page 4).**

PRIME CONSULTANT/ CONTRACTOR (Name & Address)	CITY	COUNTY	STATE ZIP	PERCENTAGE OF WORK ASSIGNED
1. _____ _____	_____	_____	_____	_____ %
2. _____ _____	_____	_____	_____	_____ %
3. _____ _____	_____	_____	_____	_____ %

SUBCONSULTANT/SUBCONTRACTOR (Name & Address)

1. _____ _____	_____	_____	_____	_____ %
2. _____ _____	_____	_____	_____	_____ %
3. _____ _____	_____	_____	_____	_____ %
4. _____ _____	_____	_____	_____	_____ %
5. _____ _____	_____	_____	_____	_____ %
6. _____ _____	_____	_____	_____	_____ %
7. _____ _____	_____	_____	_____	_____ %

Use additional pages if necessary - Total Percentage must equal 100%

SIMILAR PROJECTS

PROJECT MANAGER

USING PAGES D1 – D3 only - List three SIMILAR PROJECTS, (two page limit per project), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST TWENTY (20) YEARS, immediately preceding the due date proposals in response to the Request for Proposals, of which most closely match the scope of work in this RFP, as identified in similar project description, wherein the proposed Project Manager has performed IN THE SAME CAPACITY with your firm, or other firms.

LIST THE ONE PROJECT MANAGER ONLY AS INDICATED ON FORM B. Proposers must explain and emphasize how each element of the similar project description was performed in conjunction with the project listed.

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

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

Proposed Project Manager: Name: _____

1. Project Name:

Owner:

Reference Name, Address Phone Number, Email Address:

Firm:

Project Type _____

Check services completed, provide completion date:

Preliminary Engineering; Completion date (month/date/year) _____

Design Services; Completion date (month/date/year) _____

Permitting Services (prepared and obtained permit(s) from the applicable regulatory agency or agencies); Completion date (month/date/year)

Construction Administration (Construction must be substantially complete to demonstrate this element); Completion date (month/date/year) _____

Design, Consulting or Task Authorization Fee:

Construction Cost:

Summary of Work:

Proposed Project Manager: Name: _____

Proposed Project Manager: Name: _____

2. Project Name:

Owner:

Reference Name, Address Phone Number, Email Address:

Firm:

Project Type _____

Check services completed, provide completion date:

Preliminary Engineering; Completion date (month/date/year) _____

Design Services; Completion date (month/date/year) _____

Permitting Services (prepared and obtained permit(s) from the applicable regulatory agency or agencies); Completion date (month/date/year)

Construction Administration (Construction must be substantially complete to demonstrate this element); Completion date (month/date/year) _____

Design, Consulting or Task Authorization Fee:

Construction Cost:

Summary of Work:

Proposed Project Manager: Name: _____

Proposed Project Manager: Name: _____

3. Project Name:

Owner:

Reference Name, Address Phone Number, Email Address:

Firm:

Project Type _____

Check services completed, provide completion date:

Preliminary Engineering; Completion date (month/date/year) _____

Design Services; Completion date (month/date/year) _____

Permitting Services (prepared and obtained permit(s) from the applicable regulatory agency or agencies); Completion date (month/date/year)

Construction Administration (Construction must be substantially complete to demonstrate this element); Completion date (month/date/year) _____

Design, Consulting or Task Authorization Fee:

Construction Cost:

Summary of Work:

Proposed Project Manager: Name: _____

SIMILAR PROJECTS

PROJECT ENGINEER

USING PAGES E1 – E3 only - List three SIMILAR PROJECTS, (two page limit per project), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST TWENTY (20) YEARS, immediately preceding the due date proposals in response to the Request for Proposals, which most closely match the scope of work in this RFP, as identified in similar project description, wherein the proposed project engineer has performed IN THE SAME CAPACITY with your firm, or other firms.

LIST THE ONE PROJECT ENGINEER ONLY AS INDICATED ON FORM B. Proposers must explain and emphasize how each element of the similar project description was performed in conjunction with the project listed.

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

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

Proposed Project Engineer: _____

1. Project Name:
Owner:
Reference Name, Address Phone Number, Email Address:

Firm:

Project Type _____

Check services completed, provide completion date:

- Preliminary Engineering; Completion date (month/date/year) _____
- Design Services; Completion date (month/date/year) _____
- Permitting Services (prepared and obtained permit(s) from the applicable regulatory agency or agencies); Completion date (month/date/year) _____
- Construction Administration (Construction must be substantially complete to demonstrate this element); Completion date (month/date/year) _____

Design, Consulting or Task Authorization Fee:

Construction Cost:

Summary of Work:

Proposed Project Engineer: _____

Proposed Project Engineer: _____

2. Project Name:

Owner:

Reference Name, Address Phone Number, Email Address:

Firm:

Project Type _____

Check services completed, provide completion date:

Preliminary Engineering; Completion date (month/date/year) _____

Design Services; Completion date (month/date/year) _____

Permitting Services (prepared and obtained permit(s) from the applicable regulatory agency or agencies); Completion date (month/date/year) _____

Construction Administration (Construction must be substantially complete to demonstrate this element); Completion date (month/date/year) _____

Design, Consulting or Task Authorization Fee:

Construction Cost:

Summary of Work:

Proposed Project Engineer: _____

Proposed Project Engineer: _____

3. Project Name:
Owner:
Reference Name, Address Phone Number, Email Address:

Firm:

Project Type _____

Check services completed, provide completion date:

- Preliminary Engineering; Completion date (month/date/year) _____
- Design Services; Completion date (month/date/year) _____
- Permitting Services (prepared and obtained permit(s) from the applicable regulatory agency or agencies); Completion date (month/date/year) _____
- Construction Administration (Construction must be substantially complete to demonstrate this element); Completion date (month/date/year) _____

Design, Consulting or Task Authorization Fee:

Construction Cost:

Summary of Work:

FORM F

SKILLS AND EXPERIENCE OF THE PROJECT TEAM

Using a maximum of three pages, 8 1/2" X 11", labeled "Form F-1" through "Form F-3 describe the experience of the entire project team as it relates to this project. Title the first page "Skills and Experience of the Project Team" and label each page as described above. Include the experience of the prime consultant, as well as other members of the project team; i.e., additional personnel, sub-consultants, branch offices, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past ten years) where the team members have performed similar projects previously.

Specifically identify the management plan. The management plan shall describe, at a minimum, the Proposer's basic approach to the management of the project, to include reporting hierarchy of staff and sub-consultants, clarify the individual(s) responsible for the co-ordination of the separate components of the scope of work and describe the quality assurance/quality control plan. Provide an organizational chart for the team and label as "Form F-4"; the organizational chart will be in addition to the three page maximum.

PROJECT SCOPE, APPROACH AND UNDERSTANDING

Using a maximum of five pages, 8½" x 11", labeled "Form H-1" through "Form H-5", delineate your firm's understanding of the project scope and approach or approaches to successful completion, specialized skills available, special considerations and possible difficulties in completing the project as specified. Describe alternate approaches to the project, if applicable. Title the first page "Project Scope, Approach and Understanding" and label each page as described above.

CONFLICT / NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

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

OR

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

LITIGATION STATEMENT

CHECK ONE

The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past twenty (20) years.

The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past twenty (20) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. 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 proposal.

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*												
	Displaced 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*												
	Displaced Workers												
FEMALE SUBTOTAL													
TOTAL													

Form Completed by (Print): _____

Signature: _____

Form Approved by (Print): _____

Signature: _____

RFP Number & Title: _____ Proposer Name: _____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

If the proposer is submitting as a joint venture, please be advised that this form [3 pages] **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 and proceed to Form L.

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 MBE firm (if applicable) in the joint venture:

6. Provide a copy of the joint venture's written contractual agreement.

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

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: _____

RFP Number & Title: _____ Proposer Name: _____

(b) Management decisions, such as: _____

1) Estimating: _____

(2) Marketing and sales: _____

(3) Hiring and firing of management personnel: _____

(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 RFP Proposal.**

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: _____

RFP Number & Title: _____ Proposer Name: _____

Date _____

State of _____

County of _____

AFFIDAVIT

STATE OF FLORIDA)

) ss:

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence, or online notarization, this _____ day of _____, 20__, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY,... e.g. officer, trustee, etc.] for _____ [NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

Personally Known; OR

Produced Identification. Type of identification produced:_____.
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Notary Public

My Commission Expires:

(Printed, typed or stamped commissioned name of Notary Public)

RFP Number & Title: _____ Proposer Name: _____

DRUG-FREE WORKPLACE FORM

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

Name of Proposer

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

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

Proposer's Signature: _____

Date: _____

RFP Number & Title: _____ Proposer 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 Subconsultant(s) listed by the Proposer on Form B, Project Team. If percentages or dollar values listed on this agreement differ from percentages or dollar values listed on Form B and C of the proposal, the values listed on this Letter of Intent will supercede 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 Subconsultant

Certified Scope(s) of Work

Subcontract Percentage/Amount **(ONLY USED TOWARDS M/WBE UTILIZATION)**

I understand that I shall not be allowed to substitute or change subconsultants 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. 2009-21 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.

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

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

Authorized Agent of Prime Consultant _____
Date

Printed Name & Title

Authorized Agent of M/WBE Subconsultant _____
Date

Printed Name & Title

M/WBE Address

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 Letter must be submitted with the Proposal for each Registered Service-Disabled Veteran Sub-consultant(s) listed by the Proposer of Form B, Project Team. If percentages or dollar values listed on this agreement differ from percentages or dollar values listed on Form B and C 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 cause.

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

SDV Sub-consultant

Registered Scope(s) of Work

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

I understand that I shall not be allowed to substitute or change SubConsultants, without the express prior approval of the Business Development Division. Such approval shall in no way relieve my obligations pursuant to Orange County's Registered Service-Disable Veteran Business Program requirements contained in the Orange County Ordinance, Orange County Code, Chapter 17, Article III, Division 5.

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 Consultant

Date

Printed Name & Title

Authorized Agent of SDV Sub-consultant

Date

Printed Name & Title

SDV Address

Phone Number

Fax Number

For Staff Use Only:
Initially submitted on _____
Updated On _____

CONTINUING ENGINEERING SERVICES FOR UTILITIES DEPARTMENT
Case or Bid No. **Y23-904 -ZR**

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, consultants, 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 ___

For Staff Use Only:
 Initially submitted on _____
 Updated On _____

CONTINUING ENGINEERING SERVICES FOR UTILITIES DEPARTMENT
 Case or Bid No. **Y23-904 -ZR**

Company Name: _____

Part II
Expenditures:

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- 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;
- 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), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, consultants, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
TOTAL EXPENDED THIS REPORT			\$

Specific Project Expenditure Report (Revised November 5, 2010)
For use as of March 1, 2011

For Staff Use Only:
Initially submitted on _____
Updated On _____

CONTINUING ENGINEERING SERVICES FOR UTILITIES DEPARTMENT
Case or Bid No. **Y23-904 -ZR**

Company Name: _____

**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)

PRINT NAME AND TITLE: _____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence, or online notarization, this _____ day of _____, 20____, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY,... e.g. officer, trustee, etc.]) for _____ [NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

Personally Known; OR
 Produced Identification. Type of identification produced: _____.
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Notary Public
My Commission Expires:

**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 his/her authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and consultant(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, consultant, 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.

For Staff Use Only:

Date Submitted _____

Date Updated _____

RFP Number **Y23-904 -ZR**

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

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

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

Part I

**INFORMATION ON APPLICANT (BIDDER, OFFEROR, QUOTER,
PROPOSER, OR RESPONDENT):**

Legal Name of Applicant: _____

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

Business Phone () _____

Facsimile () _____

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

Name of Applicant’s Authorized Agent: _____

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

Business Phone () _____

Facsimile () _____

For Staff Use Only:

Date Submitted _____

Date Updated _____

RFP Number **Y23-904 -ZR**

Company Name: _____

Part II

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

___ YES ___ NO

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

___ YES ___ NO

IS THE APPLICANT 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)

For Staff Use Only:

Date Submitted _____

Date Updated _____

RFP Number **Y23-904 -ZR**

Company Name: _____

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 Applicant

Date: _____

Print Name and Title of Person completing this form: _____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence, or online notarization, this _____ day of _____, 20__, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY,... e.g. officer, trustee, etc.]] for _____ [NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

- Personally Known; OR
 - Produced Identification. Type of identification produced: _____.
- [CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Notary Public
My Commission Expires:

(Printed, typed or stamped commissioned name of Notary Public)

**AGENT AUTHORIZATION FORM
FOR PROCUREMENTS IN ORANGE COUNTY, FLORIDA**



I/WE, (PRINT PROPOSER NAME) _____, DO HEREBY
AUTHORIZE TO ACT AS MY/OUR AGENT (PRINT AGENT'S NAME), _____,
TO EXECUTE ANY PETITIONS OR OTHER DOCUMENTS NECESSARY TO AFFECT THE **CONTRACT APPROVAL
PROCESS** MORE SPECIFICALLY DESCRIBED AS FOLLOWS, **RFP NO. Y23-904-ZR, CONTINUING
ENGINEERING SERVICES FOR THE UTILITIES DEPARTMENT**, 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**.

Date: _____
_____ Signature of Proposer

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence, or online notarization, this _____ day of _____, 20__, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY,... e.g. officer, trustee, etc.]) for _____ [NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

Personally Known; OR
 Produced Identification. Type of identification produced: _____.
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Notary Public
My Commission Expires:

(Printed, typed or stamped commissioned name of Notary Public)

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 bidder, 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 bidder, offeror, quoter, respondent, and, if applicable, the authorized agent of the bidder, 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.

E VERIFICATION CERTIFICATION

Contract Y23-904-ZR

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

ADDRESS OF CONSULTANT: _____

The undersigned does hereby certify that the above named contractor:

1. Is, or will be, registered with and using the E-Verify system prior to execution of the contract with Orange County; or
2. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but does not have any employees and does not intend to hire any new employees during the period of time that the contractor will be providing services under the contract; or
3. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but employs individuals who were hired prior to the commencement of providing labor on the contract and does not intend to hire any new employees during the period of time that the contractor will be providing labor under the contract.

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

In accordance with Section 837.06, Florida Statutes, Contractor acknowledges that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.

AUTHORIZED SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

**DISLOCATED WORKERS
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 above individuals are dislocated workers

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: _____

Date: _____

*CareerSource Participants who do not meet specific job qualifications

SAMPLE DO NOT USE

LEASED EMPLOYEE AFFIDAVIT CONTRACT #Y _____

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: _____

SAMPLE DO NOT USE

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Orange County, Florida c/o Procurement Division 400 E. South Street Orlando, FL 32801
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

<p>A. Section II – Who is An Insured is amended to include as an additional insured the person(s) or organizations(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:</p> <ol style="list-style-type: none">1. In performance of your ongoing operations; or2. In connection with your premises owned by or rented to you. <p>However:</p> <ol style="list-style-type: none">1. The insurance afforded to such additional insured only applies to the extent permitted by law; and2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.	<p>B. With respect to the insurance afforded to these additional insureds, the following is added to Section III-Limits of Insurance:</p> <p>If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:</p> <ol style="list-style-type: none">1. Required by the contract or agreement; or2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less. <p>This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.</p>
---	---

SAMPLE DO NOT USE

POLICY NUMBER: _____

COMMERCIAL GENERAL LIABILITY
CG 24 04 0509

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
Orange County, Florida c/o Procurement Division 400 E. SOUTH STREET ORLANDO, FL 32801
(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

The following is added to Paragraph 8, Transfer of Rights of Recovery Against Others To Us of Section IV – Conditions:

We waive any right to recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “Products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.

SAMPLE DO NOT USE

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Name of Person or Organization:

Orange County, Florida
c/o Procurement Division
400 E. SOUTH STREET
ORLANDO, FL 32801

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement No.	Effective Policy No.	Endorsement
--------------------	----------------------	-------------

Insured

Insurance Company
by _____

Countersigned

WC 00 03 13