AMENDMENT NO.2

TERM CONTRACT NO. Y12-160
FOR
Telecommunications Tower Site Analysis, Development, Lease Marketing
And
Property Management Services

EFFECTIVE DATE: April 1, 2018

The above contract is changed as follows:

Period of contract renewal will be April 1, 2018 through March 31, 2023

All other pricing, terms and conditions remain the same.

Crown Castle USA, Inc.
2000 Corporation Drive
Canonsburg, PA 15317

Amelia DeJesus
Print Signature Name
Director of Real Estate
Title
March 16, 2018
Date

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

Signature
Todd Jackson
Purchasing Agent, Procurement Division

Date 3/16/18
AMENDMENT No. 1

Contract #Y12-160-ZM, Telecommunications Tower Site Analysis, Development, Lease Marketing and Property Management Services

Effective Date: April 1, 2013

THIS AMENDMENT to the Contract #Y12-160-ZM for Telecommunications Tower Site Analysis, Development, Lease Marketing And Property Management Services is made by and between Crown Castle USA Inc., a Pennsylvania corporation, duly authorized to conduct business in the State of Florida, hereinafter “CROWN,” and Orange County, a charter county and political subdivision of the State of Florida, having its principal place of business at 201 South Rosalind Avenue, Orlando, Florida, 32801, hereinafter “COUNTY,” effective upon execution by both parties. The parties hereto agree as follows:

1. Effect of Amendment. The underlying Contract #Y12-160-ZM, between CROWN and COUNTY, hereinafter “the Contract,” is amended as specifically set forth herein to incorporate the terms of this Amendment. As amended, this Contract shall remain in full force and effect according to its terms and conditions. All terms used in this Amendment shall have the meanings attributed to them in the Contract. This Amendment embodies the entire understanding between the parties with respect to the subject matter of this Amendment and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of this Contract and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall control.

2. The following additional terms and conditions are added:

a. **Assignment.** The Contract and the rights and duties hereunder shall not be assignable by the parties hereto except upon written instrument executed by both parties.

b. **Limitation of Liability.** In no event shall either party be liable to the other for consequential, indirect, speculative, or punitive damages in connection with any contract executed by CROWN and COUNTY.

c. **Capital Expenditures.** Regarding any new wireless communications facilities that are to be developed on COUNTY property, CROWN shall have the right to decide on a project-by-project basis whether to spend its capital to develop such facility. Regarding any existing public-safety wireless communications facilities on COUNTY-owned properties that COUNTY currently maintains, COUNTY expressly acknowledges and agrees that, except as expressly set forth in the Scope of Work attached
as Exhibit “A” the Contract and as may be modified from time to time, CROWN shall have no liability or obligation with respect to the installation, operation, repair, or maintenance of the same.

d. **Truth in Negotiation Certificate; Minority/Women Employment Participation; Welfare Recipients.** Articles 4, 7, and 28 of the Contract are hereby deleted in their entirety.

e. **Insurance Requirements.** Notwithstanding anything to the contrary in the Contract, it shall not be a default under Article 10 of the Contract if CROWN fails to provide COUNTY will 30 days prior written notice of a material change in its insurance coverage, provided Crown has used commercially reasonable efforts to provide COUNTY with such prior written notice.

f. **Ownership of Documents.** Article 18 of the Contract is hereby modified to reflect that the COUNTY’S ownership rights set forth in Article 18 of the Contract shall extend only to those items purchased or developed specifically for use on the Contract or those items purchased at the COUNTY’S expense. Nothing herein limits or modified CROWN’S obligation to comply with the Public Records Act in Chapter 119 of the Florida Statutes.

g. **Contingent Fees.** Article 20 is hereby amended to disclose that CROWN hired outside counsel to provide legal services in connection with its response to the RFP on an hourly basis, without any contingency fee.

h. **Scope of Work.** Exhibit “A” (Scope of Work) to the Contract is hereby modified to reflect that CROWN shall not be responsible for performing the structural analyses and intermodulation studies contemplated therein until such time as CROWN has received a Tenant application to locate antenna equipment on a COUNTY property.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals, each by an officer thereunto duly authorized, as of the day and year written below.

Accepted by:

CROWN CASTLE USA INC.,
A PENNSYLVANIA CORPORATION,

[Signature]

Date: 4-1-2013

Contract #Y12-160-ZM
Amendment #1
This Contract is made as of the 1\textsuperscript{st} day of April 2013 by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and Crown Castle USA Inc., a Pennsylvania corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. or Social Security number is 25-1695742.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

**ARTICLE 1 - SERVICES**

The CONSULTANT'S responsibility under this Contract is to provide telecommunications tower site analysis, development, lease marketing and property management services to the Board of County Commissioners, as more specifically set forth in the Scope of Work detailed in Exhibit “A”.

The COUNTY’S representative/liaison during the performance of this Contract shall be William Hurt, Assistant Manager, Real Estate Management telephone no. (407) 836-7087.

**ARTICLE 2 - SCHEDULE**

The CONSULTANT shall commence services on April 1, 2013 and complete all services by March 31, 2018.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit “A”.

This contract may be renewed, by mutual agreement, for two (2) additional five (5) year periods up to a cumulative total of fifteen (15) years at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this contract.

Any order issued during the effective date of this contract, but not completed within that period, shall be completed by the CONSULTANT within the time specified in the order. The contract shall govern the CONSULTANT and the COUNTY’S rights and obligations with respect to the extent as if the order were completed during the contract’s performance period.
ARTICLE 3 - PAYMENTS TO CONSULTANT

A. The COUNTY will pay fees in accordance with Exhibit B (Price Proposal), based on a fixed percentage of revenues actually received by the County from monthly license agreement payments from Tenants negotiated by the Consultant, on a monthly basis.

B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the initiating County Department, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices must reference this contract number. Invoices will be paid in accordance with the State of Florida Prompt Payment Act.

ARTICLE 4 - TRUTH IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall act as the execution of the truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside CONSULTANTS. The COUNTY shall exercise its right under this “Certificate” within one (1) year following final payment.

ARTICLE 5 - TERMINATION

A. Termination for Default:

The COUNTY may, by written notice to the CONSULTANT, terminate this contract for default in whole or in part (delivery orders, 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, Purchasing and Contracts, 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 and its sureties (if any) 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:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the COUNTY.

D. Continue and complete all parts of that work that have not been terminated.

Neither CONSULTANT nor COUNTY shall be liable, nor may cancel this contract for default, when delays arise out of causes beyond the control of CONSULTANT or COUNTY. Such causes may include but are not restricted to acts of God, acts of COUNTY in sovereign capacity, fires, floods, lightning strikes, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil disturbances, work stoppage, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, and unusually severe weather. In every case, the delay must be beyond the control of the claiming party. If CONSULTANT is delayed in its performance as a result of the above causes, COUNTY, shall upon written request of CONSULTANT, agree to equitably adjust the provisions of this contract, including price and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit COUNTY’S right to terminate for convenience.

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 delivery orders, purchase orders or to the contract in its entirety.
ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit “A”, must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONSULTANT remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

ARTICLE 7 – SUBCONTRACTING AND MINORITY/WOMEN EMPLOYMENT PARTICIPATION

A. The CONSULTANT shall be responsible for reporting Minority/Women Business Enterprise (MWBE) sub-CONSULTANT contract dollar amount(s) for the MWBE sub-CONSULTANT(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 MWBE utilization reports and Employment Data, 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 MWBE 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. In the event a certified MWBE sub-CONSULTANT's subcontract is terminated for convenience, the CONSULTANT shall submit a letter to the Business Development Division from the terminated sub-CONSULTANT evidencing their concurrence with the termination. In the event a certified MWBE sub-CONSULTANT's subcontract is terminated for cause, the CONSULTANT shall justify the replacement of that sub-CONSULTANT, in writing to the Business Development Division, accompanied by the Project Manager's recommendation or consent to termination.

F. 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 MWBE sub-CONSULTANTs to the Business Development Division.

2. The COUNTY may at its discretion require copies of subcontracts/purchase orders for the non-MWBE’s listed on SCHEDULE OF SUBCONTRACTING - MWBE PARTICIPATION FORM and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-MWBE 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-MWBE’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.

G. By entering into this contract, the CONSULTANT affirmatively commits to comply with the MWBE subcontracting requirements submitted with his/her Proposal. The failure of the CONSULTANT/CONTRACTOR 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, Purchasing and Contracts.
ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement.

ARTICLE 10 - INSURANCE REQUIREMENTS:

Vendor 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 Vendor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor/Agency under this contract.

The Vendor shall require and ensure that each of its sub-contractors/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:

1. Workers' Compensation - The Vendor 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. Said coverage shall include a waiver of subrogation in favor of the County. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).
2. Commercial General Liability - The Vendor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than $500,000 per occurrence. Vendor 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.

3. Business Automobile Liability - The Vendor 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 per accident. In the event the Vendor does not own automobiles the Vendor 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.

4. Professional Liability (if applicable) - The Vendor shall maintain professional liability (errors and omissions or medical malpractice) coverage with limits of not less than $1,000,000 per occurrence.

By entering into this contract, Vendor agrees to provide a waiver of subrogation in favor of the County for the workers’ compensation and a waiver of transfer of rights of recovery in favor of the County for general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor 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.

Vendor agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.

Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.

Prior to execution and commencement of any operations/services provided under this contract the Vendor shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor shall also provide a blanket (Exhibit B) or specific (Exhibit C) Additional Insured Endorsement and all Waiver of Subrogation (Exhibit D) or Waiver of Transfer of Rights of Recovery (Exhibit E) endorsements for each policy as required above. For continuing service contracts renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Vendor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically reference the respective contract number.
The certificate holder shall read:

Orange County Board of County Commissioners  
Purchasing & Contracts Division  
400 E. South Street  
Orlando, Florida 32801

ARTICLE 11 - INDEMNIFICATION

To the fullest extent permitted by law, the VENDOR shall defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the VENDOR or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the COUNTY.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Orange County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 - UNIFORM COMMERCIAL CODE (APPLICABLE ONLY IF CONTRACT IS FOR THE PURCHASE OF GOODS)

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the CONSULTANT and the COUNTY for any terms and conditions not specifically stated in this Contract.

ARTICLE 15 - CONFLICT OF INTEREST
The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT’S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of the notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 16 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its sub-CONSULTANTs and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT’S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT’S failure to perform was without it or its sub-CONSULTANT’S fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the COUNTY’S right to change, terminate, or stop any or all work at any time.

ARTICLE 17 - ARREARS

The CONSULTANT shall not pledge the COUNTY’S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY for approval and acceptance, and
before being eligible for final payment or any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the COUNTY, or at its expense, will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY’S expense shall be and remain the COUNTY’S property and may be reproduced at the discretion of the COUNTY.

The COUNTY and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 19 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT’S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT’S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than as specifically provided for in this Agreement.

ARTICLE 20 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retrained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it 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.
ARTICLE 21 - ACCESS AND AUDITS

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

ARTICLE 22 - EQUAL OPPORTUNITY

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

Further, the CONSULTANT shall abide by the following provisions:

(a) The CONSULTANT shall represent that the CONSULTANT has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.

(b) The CONSULTANT shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.

(c) The provisions of the prime contract shall be incorporate by the CONSULTANT into the contracts of any applicable subcontractors.

ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 24 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in
addition to any other relief to which such party or parties may be entitled.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY’S notification of a contemplated change, the CONSULTANT shall (1) if requested by COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONSULTANT’S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY’S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a Contract Amendment or Change Order and the CONSULTANT shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 28 – WELFARE RECIPIENTS

CONSULTANT has committed to hire zero (0) welfare recipients residing in Orange County, Florida. Therefore, within five (5) days after contract award, CONSULTANT shall provide the names of individuals hired with verification from One Stop Career Center, 5166 East Colonial Drive, Orlando, Florida 32803 (Attention: Joyce Hinton) Phone 407-445-5305 ext. 4022. Individuals hired may be employed in any position within the firm but must be hired on a fulltime 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 individuals hired under this program are retained. However, if it becomes necessary to replace an employee, the contract shall provide verification of the replacement worker's status from the One Stop Career Center. At its discretion, COUNTY may periodically request submission of certified payrolls to confirm the employment status of program participants.

**ARTICLE 29 - 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 Contractor/CONSULTANT against the County relating to a particular contract shall be submitted to the Purchasing and Contracts Manager in writing clearly labeled “Contract Claim” requesting a final decision. The Contractor 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 Contractor/CONSULTANT believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor/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 Purchasing and Contracts Manager shall be issued in writing and shall be furnished to the Contractor/CONSULTANT. The decision shall state the reasons for the decision reached. The Purchasing and Contracts Manager shall render the final decision within sixty (60) days after receipt of Contractor's/CONSULTANT's written request for a final decision. The Purchasing and Contracts Manager's decision shall be final and conclusive.

The Contractor/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 Purchasing and Contracts.

**ARTICLE 30 - TOBACCO FREE CAMPUS**

Effective January 1, 2010, virtually all Orange county operations under the Board of County Commissioners will effectively become tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, 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.
ARTICLE 32 – ADDENDA

All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

ARTICLE 33 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

Orange County Purchasing & Contracts
Ref: Y12-160-ZM
400 E. South Street, 2nd Floor
Orlando, FL 32801

and if sent to the CONSULTANT shall be mailed to:

Crown Castle USA Inc.
c/o Legal Department
2000 Corporate Drive
Canonsburg, PA 15317

IN WITNESS WHEREOF, the Board of County Commissioners of Orange County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

CONSULTANT:

CROWN CASTLE USA INC.

[Signature]
Typed Name
DAVID J. TANCEZOS
Title
VP-NAT’L SITE DEVELOPMENT

[Signature]
Date
4-1-2013

ORANGE COUNTY, FLORIDA

By:
Johnny Richardson, CPPO, CFCM
Manager, Purchasing and Contracts

Date
4-1-13
EXHIBIT “A”

SCOPE OF SERVICES

BACKGROUND

The County currently manages multiple tower license agreements through a third party. As these agreements expire the Consultant shall renegotiate agreements with these tenants and/or market these sites to other potential Tenants. In addition, the County has multiple potential sites and structures that may be suitable for additional licenses.

SCOPE OF WORK

The Consultant shall:

a. Perform an inventory of all potential Orange County sites and submit a report on the marketability of the inventoried sites.

b. Develop a County-wide long-term tower/facilities support plan for wireless providers. The service area shall include the Convention District located on International Drive in Orange County (Includes OCCC), noting the following exceptions with respect to the Orange County Convention Center:

   (1) The Orange County Convention Center (OCCC) is currently negotiating or has already completed installation of cellular carrier equipment inside its facilities to support event related services.

   (2) The in-building services for the OCCC shall not be a part of this contract.

   (3) Any installation or proposed marketing of OCCC property for tower placement must be approved and coordinated with the County.

   (4) Licensing of tower locations on OCCC property shall include all revenues from such to be paid directly to the OCCC.

c. Prepare a “Tower Analysis Report” and “Inter-modulation Study” for all County existing and potential equipment co-location sites. Report shall include capacity and/or wind load concerns for existing towers that may not be suitable for additional co-located equipment, with the following considerations:

   (1) Public Safety Radio towers are an important part of the County’s long range wireless support goals and shall be carefully reviewed with the County’s Public Safety Communications Radio Services Section.

   (2) Development of new tower locations throughout the county shall include coordination with the County’s Public Safety communications Radio Services Section in order to help provide a more comprehensive radio and cellular coverage pattern to support all county departments.
d. Market targeted County owned properties, including existing structures and towers, to wireless communications operators. The Consultant shall propose any and all options to include marketing these sites for co-location on existing towers, if technically and structurally feasible, or for the installation of replacement towers on these sites for migration of public safety equipment over to the new tower and/or to have more than one tower on a site.

e. Provide wireless communication consulting services to structure license agreements of county-owned property for the construction and operations of their facilities and/or co-location of wireless telecommunication companies for equipment and antenna space on County owned towers.

f. Assist Orange County in negotiating structured license agreements that shall provide for all capital funding required to develop and/or construct new sites at no cost to the County.

g. Coordinate the preparation and review site construction packages, to include site drawings and specifications.

h. Coordinate the preparation of architectural/engineering design drawings and provide the County with as-built drawings.

i. Coordinate with the County Planning Division for zoning variances and special use permits (to include hearings, if necessary).

j. Coordinate and manage construction of new tower sites in cooperation with the County.

k. Verify construction is completed pursuant to applicable County requirements and regulations.

l. Assist County with negotiation of license agreements.

m. Assess radio frequency interference and health and safety engineering prior to each wireless operation installation in cooperation with the County.

n. Arrange and coordinate access for wireless communications operators to perform alignment, inspection, survey and other architectural/engineering work in cooperation with the appropriate Orange County Division/s.

o. Work to resolve tenant problems that arise during the course of the license agreements. The types of problems which may be encountered could include, but are not limited to: interference issues, payment issues, insurance issues, maintenance issues, or unauthorized changes made by the tenant.

p. Assist with renewal efforts and any requests for license agreement amendments.
LICENSE AGREEMENTS

The Consultant shall review draft License Agreements with the County and propose agreements for final draft to be utilized by any party wishing to enter into a license agreement land and tower space on County owned property and facilities.

Using the final License Agreement, the Consultant shall compile and submit a report to the County, detailing the technical information necessary to make a determination as to the feasibility of proposed site/s that minimizes risk and maximizes revenue to the County.

Specifically, the consultant’s review of the agreement and subsequent report shall at a minimum address the following:

- Is there a guarantee that there is no interference to the now current operating system(s) at this location?
- Are there any guarantees to solving potential interference in a timely manner (immediate for Public Safety)?
- Is the proposed revenue to be received in line with the fair market value?
- Is the County maximizing its return (from a wireless perspective), today and in the future, by licensing this site in this manner?
- How does the site compare to other nearby sites available for the carrier?
- What level of current coverage do the carriers have in this area?
- How many co-locators could be likely to locate on the proposed tower?
- Are the terms of the proposed license agreement in line with market practices, such as escalation, term, and revenue/service sharing?

All executed license agreements shall be between the County and the Tenant as negotiated by the Consultant.

ORANGE COUNTY COMMUNICATION TOWER ORDINANCE

A copy of the Orange County Communication Tower Ordinance may be obtained from Orange County Zoning Division, 200 S. Rosalind Ave., First Floor, Orlando, Florida 32802.
EXHIBIT "B"

PRICING TERMS

- Fixed percentage of revenues actually received by CROWN from monthly lease or license agreement payments on sites developed after the date of this contract where a capital expenditure in excess of $25,000 is made by CROWN: 60% TO CROWN/40% TO COUNTY

The above would be used only in the event CROWN needed to invest in excess of $25,000 to result in commercially-palatable terms for the wireless service provider.

- Fixed percentage of revenues actually received by CROWN from monthly lease or license agreement payments on sites developed after the date of this contract where a capital expenditure of no greater than $25,000 is made by CROWN: 40% TO CROWN/60% to COUNTY

- Fixed percentage of revenue actually received by CROWN from monthly lease or license agreement payments for existing license agreements (prior to this contract) expired and renegotiated by the Consultant: 25% TO CROWN/75% TO COUNTY
March 5, 2012

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
RFP #Y12-160-ZM
TELECOMMUNICATIONS TOWER SITE ANALYSIS, DEVELOPMENT, LICENSE
MARKETING AND PROPERTY MANAGEMENT SERVICES

ADDENDUM NUMBER 4:

1. The following is clarification for question 2.f. in addendum 2.

   Question: Is there a document listing the current tower inventory, by location, licensee, type of license agreement (collocation, ground license, additional ground space license, rooftop license), rent roll, escalation/de-escalation term and expiration dates for those contracts?

   Answer: See attachment "B".

ACKNOWLEDGEMENT OF ADDENDA

a. The bidder/proposer shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and retuned not later than the date and time for receipt of the bid or proposal.

b. Receipt acknowledged by:

   [Signature]
   Authorized Signer: David J. Tanczos
   Date Signed: 3/14/12

   VP - National Site Development
   Title

   Crown Castle USA Inc.
   Name of Bidder/Proposer
<table>
<thead>
<tr>
<th>Location</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bonneville Water Tower (Research Park)</td>
<td>3925 Sprague Drive</td>
</tr>
<tr>
<td>Col. Commons (Cheney Hghts Union Park)</td>
<td>9305 Mavis Street</td>
</tr>
<tr>
<td>Conway Water Tower (Hoffner)</td>
<td>4070 Manatee Street</td>
</tr>
<tr>
<td>Hunters Creek Water Tower</td>
<td>14003 Egret Tower Drive</td>
</tr>
<tr>
<td>Eastern Water Reclamation (Alafaya)</td>
<td>1621 S. Alafaya Trail</td>
</tr>
<tr>
<td>SandLake WWT Facility</td>
<td>4760 Sand Lake Road</td>
</tr>
<tr>
<td>Clarke Road Water Tower</td>
<td>1525 Clarke Road</td>
</tr>
<tr>
<td>University Park WWT (UCF West)</td>
<td>11555 Waldenwoods Drive</td>
</tr>
<tr>
<td>Riverside (Forest City) Water Plant</td>
<td>8590 Elba Way</td>
</tr>
<tr>
<td>OC Radio Tower (REMD)</td>
<td>3364 Taylor Creek Road</td>
</tr>
<tr>
<td>Azalea Park Tower</td>
<td>805 Capehart Drive</td>
</tr>
<tr>
<td>Radio Tower Land Lease</td>
<td>Hartoz Road (REMD)</td>
</tr>
<tr>
<td>OC Service Center</td>
<td>1111 N. Rock Springs Rd, City of Apopka</td>
</tr>
<tr>
<td>Great Oaks Village</td>
<td>1718 E. Michigan St.</td>
</tr>
<tr>
<td>Meadow Woods (East) Pump Facility</td>
<td>1707 Rhode Island Woods Cir.</td>
</tr>
<tr>
<td>Apopka Tower</td>
<td>1111 N. Rock Springs Rd.</td>
</tr>
<tr>
<td>Landfill Tower</td>
<td>12100 Young Pine Rd.</td>
</tr>
<tr>
<td>Clarcona Tower</td>
<td>5640 Clarcona-Ocoee Rd.</td>
</tr>
<tr>
<td>Fire St. 52 Tower</td>
<td>4765 Sand Lake Rd.</td>
</tr>
<tr>
<td>NW Tower</td>
<td>6350 Wadsworth Rd, Mt Dora</td>
</tr>
<tr>
<td>West Orange Tower</td>
<td>475 Story Road</td>
</tr>
<tr>
<td>Bithlo Tower</td>
<td>916 N C.R. 13, Bithlo, FL</td>
</tr>
</tbody>
</table>
March 1, 2012

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
RFP #Y12-160-ZM
TELECOMMUNICATIONS TOWER SITE ANALYSIS, DEVELOPMENT, LICENSE MARKETING AND PROPERTY MANAGEMENT SERVICES

ADDENDUM NUMBER 3:

1. The following is clarification for question 2.f. in addendum 2.

   **Question:** Is there a document listing the current tower inventory, by location, licensee, type of license agreement (collocation, ground license, additional ground space license, rooftop license), rent roll, escalation/de-escalation term and expiration dates for those contracts?

   **Answer:** See attachment "A".

ACKNOWLEDGEMENT OF ADDENDA

a. The bidder/proposer shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of the bid or proposal.

b. Receipt acknowledged by:

[Signature]
Authorized Signer: David J. Tanczos

VP - National Site Development
Title

Crown Castle USA Inc.
Name of Bidder/Proposer

3/14/12
Date Signed
## American Tower FY12 Revenue Received

<table>
<thead>
<tr>
<th>Site/Carrier</th>
<th>Month Date</th>
<th>Excel Date</th>
<th>Pmt Due Date</th>
<th>10/15/11</th>
<th>11/15/11</th>
<th>12/15/11</th>
<th>1/15/12</th>
<th>2/15/12</th>
<th>3/15/12</th>
<th>4/15/12</th>
<th>5/15/12</th>
<th>6/15/12</th>
<th>7/15/12</th>
<th>8/15/12</th>
<th>9/15/12</th>
<th>Total Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>HBOC</td>
<td>09/16/09</td>
<td>July</td>
<td>Aug</td>
<td>$455.52</td>
<td>$911.36</td>
<td>$933.61</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0.14</td>
<td>$67.14</td>
</tr>
</tbody>
</table>
| No detail by carrier for tiered sites before ATC calculated rent.
| T-Mobile - MA          | 01/12/05   | Oct        | Nov          | $1,089.11| $1,089.11| $1,237.28| $1,446.58|         |         |         |         |         |         |         |         | $647.66  |
| T-Mobile - MA          | 01/12/06   | Nov        | Dec          | $465.60  | $465.60  | $389.65  | $389.65  | $389.65  |         |         |         |         |         |         |         | $138.59  |
| Royal Street (More PCS)| 02/24/06   | Feb        | Mar          | $550.15  | $550.15  | $550.15  | $550.15  | $550.15  |         |         |         |         |         |         |         | $138.59  |
| Clearwire LLC          | 01/18/07   | Oct        | Nov          | $817.05  | $817.05  | $817.05  | $817.05  | $817.05  |         |         |         |         |         |         |         | $138.59  |
| Late Fees & Int       |            |            |              |          |          |          |          |          |         |         |         |         |         |         |         | $138.59  |
| Total                  |            |            |              |          |          |          |          |          |         |         |         |         |         |         |         | $26,647.66|
| AIP                    |            |            |              |          |          |          |          |          |         |         |         |         |         |         |         | $26,647.66|
| 5% LP Interest @ 1.5%/Mo |            |            |              |          |          |          |          |          |         |         |         |         |         |         |         | $26,647.66|
| Booneville             | 03/09      |            |              |          |          |          |          |          |         |         |         |         |         |         |         | $26,614.80|
| T-Mobile - MA          | 05/05/06   | Feb        | Mar          | $1,299.05| $2,497.13| $1,801.74| $1,738.68|         |         |         |         |         |         |         |         | $3,321.30|
| Metro PCS (Royal       | 12/10/07   | Feb        | Mar          | $655.25  | $855.25  | $894.12  | $893.89  |         |         |         |         |         |         |         |         | $164.32  |
| Steel Comm LLC)        |            |            |              |          |          |          |          |          |         |         |         |         |         |         |         | $164.32  |
| Personal Comm LP       | 05/10/09   | Mar        | Apr          | $1,049.02| $1,049.02| $1,049.02| $1,049.02|         |         |         |         |         |         |         |         | $138.69  |
| Clearwire LLC          | 07/07/07   |            |              |          |          |          |          |          |         |         |         |         |         |         |         | $138.69  |
| Late Fees & Int        |            |            |              |          |          |          |          |          |         |         |         |         |         |         |         | $138.69  |
| Total                  |            |            |              |          |          |          |          |          |         |         |         |         |         |         |         | $39,237.05|
| AIP                    |            |            |              |          |          |          |          |          |         |         |         |         |         |         |         | $39,237.05|
| 5% LP Interest @ 1.5%/Mo |            |            |              |          |          |          |          |          |         |         |         |         |         |         |         | $39,237.05|
| Great Oaks V           | 03/24      |            |              |          |          |          |          |          |         |         |         |         |         |         |         | $39,237.05|
| T-Mobile - MA          | 02/02/07   | Nov        | Dec          | $925.19  | $925.19  | $925.19  | $925.19  | $925.19  |         |         |         |         |         |         |         | $138.59  |
| Royal Street (More PCS)| 01/10/08   | Feb        | Mar          | $533.21  | $419.07  | $419.07  | $419.07  |         |         |         |         |         |         |         | $138.59  |
| New Carrier Wireless   | 01/02/07   | Dec        | Jan          | $550.15  | $550.15  | $550.15  | $550.15  |         |         |         |         |         |         |         | $138.59  |
| Clearwire LLC          | 07/07/07   |            |              |          |          |          |          |          |         |         |         |         |         |         |         | $138.59  |
| Late Fees & Int        |            |            |              |          |          |          |          |          |         |         |         |         |         |         |         | $138.59  |
| Total                  |            |            |              |          |          |          |          |          |         |         |         |         |         |         |         | $34,607.53|
| AIP                    |            |            |              |          |          |          |          |          |         |         |         |         |         |         |         | $34,607.53|
| 5% LP Interest @ 1.5%/Mo |            |            |              |          |          |          |          |          |         |         |         |         |         |         |         | $34,607.53|

2/29/2012
<table>
<thead>
<tr>
<th>Site/Carriers</th>
<th>Incep Date</th>
<th>Escal Date</th>
<th>Past Due Date</th>
<th>1/15/11</th>
<th>11/15/11</th>
<th>12/15/11</th>
<th>1/15/12</th>
<th>2/15/12</th>
<th>3/15/12</th>
<th>4/15/12</th>
<th>5/15/12</th>
<th>6/15/12</th>
<th>7/15/12</th>
<th>8/15/12</th>
<th>9/15/12</th>
<th>Total Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meadow Woods</td>
<td>12/31/02</td>
<td>1/1/03</td>
<td></td>
<td>2,797.65</td>
<td>$13,614.65</td>
<td>3,243.24</td>
<td>2,743.34</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BellSouth/Cingular</td>
<td>11/18/06</td>
<td>1/1/07</td>
<td>Feb</td>
<td>1,105.93</td>
<td>1,105.93</td>
<td>1,105.93</td>
<td>1,105.93</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>T-Mobile / USA</td>
<td>11/18/06</td>
<td>1/1/07</td>
<td>Feb</td>
<td>1,105.93</td>
<td>1,105.93</td>
<td>1,105.93</td>
<td>1,105.93</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Royal Tel (Metro PCS)</td>
<td>5/20/09</td>
<td>1/1/10</td>
<td>July</td>
<td>895.15</td>
<td>895.15</td>
<td>895.15</td>
<td>895.15</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clear Wireless</td>
<td></td>
<td></td>
<td></td>
<td>295.61</td>
<td>295.61</td>
<td>295.61</td>
<td>295.61</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Late Fees &amp; Int.</td>
<td>AIP</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5% LP</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Interest (@ 1.5%Mo.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Riverside WP</td>
<td>1/2/10</td>
<td>1/1/11</td>
<td></td>
<td>373.31</td>
<td>373.31</td>
<td>373.31</td>
<td>373.31</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BeTel</td>
<td>1/18/07</td>
<td>1/1/08</td>
<td>June</td>
<td>373.31</td>
<td>373.31</td>
<td>373.31</td>
<td>373.31</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sprint</td>
<td>3/1/08</td>
<td>3/1/09</td>
<td>June</td>
<td>373.31</td>
<td>373.31</td>
<td>373.31</td>
<td>373.31</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Claro*</td>
<td>4/19/09</td>
<td>4/1/10</td>
<td>Mar</td>
<td>373.31</td>
<td>373.31</td>
<td>373.31</td>
<td>373.31</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>T-Cell*</td>
<td>4/19/09</td>
<td>4/1/10</td>
<td>Mar</td>
<td>373.31</td>
<td>373.31</td>
<td>373.31</td>
<td>373.31</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>T-Mobile Central LLC</td>
<td>10/18/08</td>
<td>1/1/09</td>
<td>Nov</td>
<td>914.44</td>
<td>914.44</td>
<td>914.44</td>
<td>914.44</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5% LP</td>
<td></td>
<td></td>
<td>519.25</td>
<td>519.25</td>
<td>519.25</td>
<td>519.25</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Interest (@ 1.5%Mo.)</td>
<td></td>
<td></td>
<td>0.65</td>
<td>0.65</td>
<td>0.65</td>
<td>0.65</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Soundside Rd</td>
<td>1/1/10</td>
<td>1/1/11</td>
<td></td>
<td>1,025.62</td>
<td>1,025.62</td>
<td>1,025.62</td>
<td>1,025.62</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BeTel</td>
<td>1/18/07</td>
<td>1/1/08</td>
<td>Nov</td>
<td>1,025.62</td>
<td>1,025.62</td>
<td>1,025.62</td>
<td>1,025.62</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Claro*</td>
<td>3/1/08</td>
<td>3/1/09</td>
<td>Mar</td>
<td>1,025.62</td>
<td>1,025.62</td>
<td>1,025.62</td>
<td>1,025.62</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>T-Mobile / USA</td>
<td>4/19/09</td>
<td>4/1/10</td>
<td>Mar</td>
<td>916.95</td>
<td>916.95</td>
<td>916.95</td>
<td>916.95</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>T-Mobile / USA</td>
<td>4/19/09</td>
<td>4/1/10</td>
<td>Mar</td>
<td>916.95</td>
<td>916.95</td>
<td>916.95</td>
<td>916.95</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Royal Tel (Metro PCS)</td>
<td>7/19/08</td>
<td>7/1/09</td>
<td>Aug</td>
<td>549.99</td>
<td>549.99</td>
<td>549.99</td>
<td>549.99</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ClearTel LLC</td>
<td>7/19/08</td>
<td>7/1/09</td>
<td>Jul</td>
<td>749.46</td>
<td>749.46</td>
<td>749.46</td>
<td>749.46</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5% LP</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Interest (@ 1.5%Mo.)</td>
<td></td>
<td></td>
<td>0.35</td>
<td>0.35</td>
<td>0.35</td>
<td>0.35</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>University Park</td>
<td>1/1/10</td>
<td>1/1/11</td>
<td></td>
<td>1,025.62</td>
<td>1,025.62</td>
<td>1,025.62</td>
<td>1,025.62</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BeTel</td>
<td>1/18/07</td>
<td>1/1/08</td>
<td>Nov</td>
<td>1,025.62</td>
<td>1,025.62</td>
<td>1,025.62</td>
<td>1,025.62</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Claro*</td>
<td>3/1/08</td>
<td>3/1/09</td>
<td>Mar</td>
<td>1,025.62</td>
<td>1,025.62</td>
<td>1,025.62</td>
<td>1,025.62</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>T-Mobile / USA</td>
<td>4/19/09</td>
<td>4/1/10</td>
<td>Mar</td>
<td>916.95</td>
<td>916.95</td>
<td>916.95</td>
<td>916.95</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>T-Mobile / USA</td>
<td>4/19/09</td>
<td>4/1/10</td>
<td>Mar</td>
<td>916.95</td>
<td>916.95</td>
<td>916.95</td>
<td>916.95</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5% LP</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Interest (@ 1.5%Mo.)</td>
<td></td>
<td></td>
<td>0.35</td>
<td>0.35</td>
<td>0.35</td>
<td>0.35</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AIP</td>
<td>5% LP</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Interest (@ 1.5%Mo.)</td>
<td></td>
<td></td>
<td>0.35</td>
<td>0.35</td>
<td>0.35</td>
<td>0.35</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2/20/2012
<table>
<thead>
<tr>
<th>Sites/Carriers</th>
<th>Incep Date</th>
<th>Fiscal Date</th>
<th>Perm Due Datea</th>
<th>10/15/11</th>
<th>11/15/11</th>
<th>12/15/11</th>
<th>1/15/12</th>
<th>2/15/12</th>
<th>3/15/12</th>
<th>4/15/12</th>
<th>5/15/12</th>
<th>6/15/12</th>
<th>7/15/12</th>
<th>8/15/12</th>
<th>9/15/12</th>
<th>Total Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amero *</td>
<td>04/2006</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2,265.95</td>
<td></td>
<td></td>
<td>2,265.95</td>
<td></td>
<td>2,265.95</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$37,648.95</td>
</tr>
<tr>
<td>Sprint</td>
<td>02/27/2003</td>
<td>Oct</td>
<td></td>
<td></td>
<td></td>
<td>1,310.11</td>
<td></td>
<td></td>
<td>1,310.11</td>
<td></td>
<td>1,310.11</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2,609.22</td>
</tr>
<tr>
<td>Nextel</td>
<td>10/24/2003</td>
<td>Feb</td>
<td>Mar</td>
<td></td>
<td></td>
<td>2,191.36</td>
<td></td>
<td></td>
<td>2,191.36</td>
<td></td>
<td>2,191.36</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6,574.24</td>
</tr>
<tr>
<td>T-Mobile - MLA</td>
<td>01/2005</td>
<td>Mar</td>
<td></td>
<td></td>
<td></td>
<td>1,004.67</td>
<td></td>
<td></td>
<td>1,004.67</td>
<td></td>
<td>1,004.67</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3,014.14</td>
</tr>
<tr>
<td>Late Fees &amp; Interest</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$37,648.95</td>
</tr>
<tr>
<td>AIP</td>
<td>$7,385.09</td>
<td>$7,385.09</td>
<td>$7,385.09</td>
<td></td>
<td></td>
<td>$10,095.56</td>
<td>$3,097.12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$37,648.95</td>
</tr>
<tr>
<td>Additional revenue (Jan) - Sprint, Nextel</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$37,648.95</td>
</tr>
<tr>
<td>5% LP Interest @ 1.5% /Mo.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$37,648.95</td>
</tr>
<tr>
<td>Con-way</td>
<td>02/29/2000</td>
<td>Oct</td>
<td>Nov</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$23,223.52</td>
</tr>
<tr>
<td>Nextel</td>
<td>06/27/2006</td>
<td>Feb</td>
<td>Mar</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$23,223.52</td>
</tr>
<tr>
<td>T-Mobile - MLA</td>
<td>01/01/2006</td>
<td>Feb</td>
<td>Mar</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$23,223.52</td>
</tr>
<tr>
<td>Cingular</td>
<td>1/1/2006</td>
<td>Feb</td>
<td>Mar</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$23,223.52</td>
</tr>
<tr>
<td>Sprint</td>
<td>02/27/2003</td>
<td>Sep</td>
<td>Oct</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$23,223.52</td>
</tr>
<tr>
<td>T-Mobile - MLA</td>
<td>03/2006</td>
<td>Mar</td>
<td>Nov</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$23,223.52</td>
</tr>
<tr>
<td>Late Fees &amp; Interest</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$23,223.52</td>
</tr>
<tr>
<td>AIP</td>
<td>$4,564.94</td>
<td>$4,648.68</td>
<td>$4,648.68</td>
<td></td>
<td></td>
<td>$7,523.48</td>
<td>$1,837.74</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$23,223.52</td>
</tr>
<tr>
<td>5% LP Interest @ 1.5% /Mo.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$23,223.52</td>
</tr>
<tr>
<td>Total</td>
<td>$4,564.94</td>
<td>$4,648.68</td>
<td>$4,648.68</td>
<td></td>
<td></td>
<td>$7,523.48</td>
<td>$1,837.74</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$23,223.52</td>
</tr>
<tr>
<td>Hunter's Cove</td>
<td>02/11</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$23,223.52</td>
</tr>
<tr>
<td>Nextel</td>
<td>06/2000</td>
<td>Oct</td>
<td>Nov</td>
<td>Dismantled April, 2011</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$23,223.52</td>
</tr>
<tr>
<td>Cingular</td>
<td>1/1/2006</td>
<td>Feb</td>
<td>Mar</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$23,223.52</td>
</tr>
<tr>
<td>Sprint</td>
<td>02/27/2003</td>
<td>Sep</td>
<td>Oct</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$23,223.52</td>
</tr>
<tr>
<td>T-Mobile - MLA</td>
<td>03/2006</td>
<td>Mar</td>
<td>Nov</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$23,223.52</td>
</tr>
<tr>
<td>Late Fees &amp; Interest</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$23,223.52</td>
</tr>
<tr>
<td>AIP</td>
<td>$456.15</td>
<td>$456.15</td>
<td>$456.15</td>
<td></td>
<td></td>
<td>$456.15</td>
<td>$456.15</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$2,280.75</td>
</tr>
<tr>
<td>5% LP Interest @ 1.5% /Mo.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$2,280.75</td>
</tr>
<tr>
<td>Total</td>
<td>$456.15</td>
<td>$456.15</td>
<td>$456.15</td>
<td></td>
<td></td>
<td>$456.15</td>
<td>$456.15</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$2,280.75</td>
</tr>
<tr>
<td>Late Fees &amp; Late Fees (prior fiscal ye)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$2,280.75</td>
</tr>
<tr>
<td>Total</td>
<td>$48,561.01</td>
<td>$59,732.76</td>
<td>$49,682.01</td>
<td></td>
<td></td>
<td>$46,527.46</td>
<td>$53,611.07</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$258,134.97</td>
</tr>
<tr>
<td>Late Fees &amp; Interest</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$258,767.63</td>
</tr>
<tr>
<td>Total SpectraSite ATC Revenue</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$258,134.97</td>
</tr>
</tbody>
</table>

*REM-Administered* Revenue
<table>
<thead>
<tr>
<th>Site/Carrier</th>
<th>Incap Date</th>
<th>Excel Date</th>
<th>Prod Due Date</th>
<th>10/15/11</th>
<th>11/15/11</th>
<th>12/15/11</th>
<th>1/15/12</th>
<th>2/15/12</th>
<th>3/15/12</th>
<th>4/15/12</th>
<th>5/15/12</th>
<th>6/15/12</th>
<th>7/15/12</th>
<th>8/16/12</th>
<th>9/15/12</th>
<th>Total Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>Azalea Park Tower</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>E Orange Radio Tower</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>OC Service Car</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Total (REM-Admin Revenue)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Grand Total (ATC &amp; REM)</td>
<td></td>
<td></td>
<td></td>
<td>$48,661.05</td>
<td>$59,763.78</td>
<td>$49,082.01</td>
<td>$49,537.48</td>
<td>$94,244.33</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$259,767.61</td>
</tr>
</tbody>
</table>

2/20/2012
February 28, 2012

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
RFP #Y12-160-ZM
TELECOMMUNICATIONS TOWER SITE ANALYSIS, DEVELOPMENT, LICENSE
MARKETING AND PROPERTY MANAGEMENT SERVICES

ADDENDUM NUMBER 2:

1. Read this addendum carefully. Answers to questions posed at the mandatory pre-proposal conference may have changed.

2. The following are questions and answers as a result of the mandatory pre-proposal conference held Friday, February 10, 2012 in the second floor conference room, Internal Operations Center II, 400 E. South Street, Orlando, FL at 10:00AM.

   a. Question: Is there a method of obtaining a list of properties that identifies right-of-ways or easements onto the property?

      Answer: http://www.ocfl.net/inifomap The Orange county InfoMap will identify a property and its respective access points.

   b. Question: Is there a possibility of eliminating or reducing the 10 M/WBE points for this RFP?

      Answer: Provided there is at least one M/WBE eligible to provide a proposal these requirements will not be waived. There is no change to the M/WBE point assignment.

   c. Question: What is the ordinance number for the Orange County Communication Tower Ordinance?

      Answer: The code reference is Sec. 38-1427; the Ordinance was #97-11.

   d. Question: What is the Area of Orange County's unincorporated property? What is the population of Orange County?

      Answer: The unincorporated area of Orange County is approximately 504,819.42 Acres. As of the 2010 Census the total population in Orange County was recorded as 1,145,956.

   e. Question: Would the County consider adding a Lump Sum line item to cover the up-front tower construction costs?

      Answer: Orange County is looking for a Contractor that can organize this project, independently or through subcontracting, in such a way as to
allow for up-front investment by the Contractor while strategically making the contract profitable over the life of each term of the contract.

f. **Question:** Is there a document listing the current tower inventory, by location, licensee, type of license agreement (collocation, ground license, additional ground space license, rooftop license), rent roll, escalation/de-escalation term and expiration dates for those contracts? 

**Answer:** We don't have a confidentiality issue with this. Our latest report just gives the locations, carriers and rents received from 10/11 to 1/12.

g. **Question:** At the conclusion of the contract and upon expiration of the license agreements who is the legal owner of any tower constructed under this contract?

**Answer:** At the conclusion of the contract and upon expiration or termination of the license agreements, Orange County would be the legal owner of any tower constructed under this contract.

3. The following are questions and answers as a result of the Questions Regarding this RFP, paragraph 17, page 9 of the Request for Proposal.

a. **Question:** Will the county exempt itself from the county zoning procedure for new tower structures? Are towers constructed for public safety purposes on public land required to go through the normal zoning variance and special use permit process?

**Answer:** This is the official criteria for exemption from County codes: Sec. 38-5. - Exemption from zoning ordinances and regulations. Notwithstanding anything to the contrary in chapter 38, Orange County is exempt from and is therefore not subject to or bound by its zoning ordinances and regulations when developing or using property it owns or leases for any governmental purpose for the health, safety or general welfare of the public as determined by the board of county commissioners. However, any such proposed project added to the county capital improvement program after April 29, 1997, shall be reviewed and evaluated by the county chairman and the district commissioner in whose district the proposed project is situated. The county chairman or the district commissioner shall furnish to the office of management and budget by October 1 of each year a list of any such proposed projects for which either or both desires a public meeting to be noticed and conducted in accordance with the county administrative regulations.

b. **Question:** Are any County agencies currently planning to construct new towers or communication systems?

**Answer:** Orange County reserves the right to construct new towers or communications systems on its property and in its buildings. For example, the County has towers and antennas as part of its 911 system.
c. **Question:** Inventory of all county property with address and or lat/lon, and a property description.

**Answer:** A full inventory of all County-owned property will be provided to the awarded contractor post-award. During the pre-award period any information requests for general maps or map data that does not directly affect to the scope of this RFP shall be routed to Orange County's GIS Hotline at 407-836-0066 or email gis@ocfl.net.

d. **Question:** The first paragraph of the Scope of Work states that the County currently manages this work through a third party. Is that the case and if so can you share who that party is?

**Answer:** The previous contract was Y9-135-JS with Westower Leasing, Inc.

e. **Question:** Regarding the Tower Analysis Report and the Inter-Modulation Study referenced in Scope of Work (c), does the County expect that these will be performed at the commencement of the management agreement for all structures or will these studies be required only when the licenses expire?

**Answer:** The respondent may designate its preferred timeframe for completion.

f. **Question:** (A) The Fee Schedule suggests that the respondent will only be compensated via a percentage of rent for those existing licenses (prior to this contract) expired and renegotiated by the Consultant. Will respondents be responsible for existing licenses that have not expired or are not renegotiated? (B) By way of example, regarding Scope of Work (c), does the County expect that the respondent will address tenant problems on licenses that have not expired and that the respondent is thus not receiving a percentage of revenue from?

**Answer:** (A) No, existing licenses are still with current Consultant.

**Answer:** (B) No

g. **Question:** Can you provide a copy of a recent License Agreement executed by the County?

**Answer:** We are looking to update the terms and conditions of our existing License Agreement.

h. **Question:** When a new tower is constructed, who will hold the title to the completed structure? Orange County, a wireless carrier, or in the event that “ABC Company” is selected as the vendor, is it possible for “ABC Company” to own the tower? Per item (f) in the Scope of Work, we
understand that it's the intent that the new sites would be constructed at no cost to the County, so we want to make sure we understand intent regarding ownership of the structure when it's complete.

**Answer:** The County owns the land and the improvements thereon are County-owned at termination or expiration. During the term of the agreement, legal ownership would depend on specific circumstances.

**ACKNOWLEDGEMENT OF ADDENDA**

a. The bidder/proposer shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of the bid or proposal.

b. Receipt acknowledged by:

[Signature]

David J. Tanczos

Authorized Signer

3/14/12

Date Signed

VP - National Site Development

Title

Crown Castle USA Inc.

Name of Bidder/Proposer
February 20, 2012

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
RFP #Y12-160-ZM
TELECOMMUNICATIONS TOWER SITE ANALYSIS, DEVELOPMENT, LICENSE
MARKETING AND PROPERTY MANAGEMENT SERVICES

ADDENDUM NUMBER 1:

1. The opening date for this Request for Proposals is hereby changed to
   Thursday, March 15, 2012, 2:00PM local time.

2. Answers to the questions posed during the pre-proposal conference and during
   the question and answer period will be issued in a subsequent addendum on or
   before March 1, 2012.

ACKNOWLEDGEMENT OF ADDENDA

a. The bidder/proposer shall acknowledge receipt of this addendum by completing
   the applicable section in the solicitation or by completion of the
   acknowledgement information on the addendum. Either form of
   acknowledgement must be completed and returned not later than the date and
   time for receipt of the bid or proposal.

b. Receipt acknowledged by:

   [Signature]
   Authorized Signer David J. Tanczos

   [Title]
   VP - National Site Development

   [Company]
   Crown Castle USA Inc.

   [Name]
   Name of Bidder/Proposer

   [Date]
   3/14/12
   Date Signed
PRICE PROPOSAL FORM
RFP # Y12-160-ZM

The contractor shall provide all labor, equipment, manpower and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the scope of services, scope of work or specifications defined in this solicitation for the amounts specified in this Price Proposal Form.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Percentage of Monthly license agreements negotiated</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Fixed percentage of revenues actually received by the County from new monthly license agreement payments negotiated by the Consultant.</td>
<td>50 %</td>
</tr>
<tr>
<td>2.</td>
<td>Fixed percentage of revenue actually received by the County from monthly license agreement payments for existing license agreements (prior to this contract) expired and renegotiated by the Consultant.</td>
<td>25 %</td>
</tr>
</tbody>
</table>

NOTE: Only a Fixed percentage will be acceptable. Ranges or other escalating and/or de-escalating percentages will not be accepted.

NOTE: An alternative proposal is included under the "Alternate Proposal" tab.

EMERGENCY CONTACT

Emergency Contact Person: James Voigt
Telephone Number: 813-342-3866   Cell Phone Number: 941-993-8431
Residence Telephone Number: 941-993-8431

ACKNOWLEDGEMENT OF ADDENDA

The bidder/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 bid or proposal. Failure to acknowledge an addendum that has a material impact on the solicitation may negatively impact the responsiveness of your bid or proposal. Material impacts include but are not limited to changes to specifications/scope of work, delivery time, performance period, quantities, bonds, letters of credit, insurance, qualifications, etc.

Addendum No. 1, Date 2/20/12   Addendum No. 2, Date 2/28/12
Addendum No. 3, Date 3/1/12   Addendum No. 4, Date 3/5/12
LOCATION

Offerors 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.

<table>
<thead>
<tr>
<th>PRIME CONTRACTOR/CONTRACTOR (Name &amp; Address)</th>
<th>CITY</th>
<th>COUNTY</th>
<th>STATE</th>
<th>ZIP</th>
<th>PERCENTAGE OF WORK ASSIGNED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Crown Castle USA Inc.</td>
<td>Tampa</td>
<td>Hillsborough</td>
<td>FL - 33634</td>
<td></td>
<td>39 %</td>
</tr>
<tr>
<td>6306 Benjamin Rd., Ste. 604</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Crown Castle USA Inc.</td>
<td>Canonsburg</td>
<td>Washington</td>
<td>PA - 15317</td>
<td></td>
<td>10 %</td>
</tr>
<tr>
<td>2000 Corporate Drive</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SUB-CONTRACTOR/SUB-CONTRACTOR (Name & Address)

| 1. Betacom, Inc.                              | Longwood   | Seminole | FL - 32750 | 35 %      |
| 727 Commerce Circle                           |            |          |           |           |                            |
| 2. Arielle Construction Corp. Orlando         | Orlando    | Orange   | FL - 32829 | 5 %       |
| 6589 Bayboro Ct.                              |            |          |           |           |                            |
| 3. Atlantic Tower Services, Inc. Orlando      | Orlando    | Orange   | FL - 32824 | 5 %       |
| 2544 E. Landstreet Road, Ste. 600             |            |          |           |           |                            |
| 4. TCS Communications LLC                     | Orlando    | Orange   | FL - 32886-4028 | 5 % |
| P.O. Box 864028                                |            |          |           |           |                            |
| 5. Trileaf Corporation                        | Maitland   | Orange   | FL - 32751 | 1 %       |
| 2700 Westhall Lane, Suite 200                 |            |          |           |           |                            |
| 6.                                            |            |          |           |           |                            |
|                                               |            |          |           |           |                            |

(Use additional pages if necessary)
CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

[ x ]  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

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

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

Crown Castle USA Inc.
COMPANY NAME

[Signature]
AUTHORIZED SIGNATURE

David J. Tanczos
NAME (PRINT OR TYPE)

VP - National Site Development
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.

Crown Castle USA Inc. has not been involved in any litigation against any local, state, or federal entity. Certain affiliates of Crown Castle USA Inc. have been involved in litigation against local, state, or federal entities in the past 10 years; however such litigation should not negatively impact Crown Castle USA Inc.'s ability to successfully perform under a contract if awarded.

1/28/03
AUTHORIZED SIGNATORIES/NEGOTIATORS

The bidder or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the bidder or proposer will be duly bound:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joseph Ernest</td>
<td>Director, District Operations</td>
<td>678-366-1221</td>
</tr>
<tr>
<td>Cynthia Qualtire</td>
<td>District Manager</td>
<td>813-342-3877</td>
</tr>
<tr>
<td>Don Littrell</td>
<td>Site Development Mgr.</td>
<td>386-689-5415</td>
</tr>
<tr>
<td>Chris Moffett</td>
<td>President - South Area</td>
<td>678-366-1264</td>
</tr>
<tr>
<td>David Tanczos</td>
<td>VP - National Site Devmt.</td>
<td>724-416-2310</td>
</tr>
<tr>
<td>James D. Young</td>
<td>Sr. VP &amp; COO</td>
<td>724-416-2474</td>
</tr>
<tr>
<td>W. Benjamin Moreland</td>
<td>President &amp; CEO</td>
<td>713 570 3083</td>
</tr>
</tbody>
</table>

(Signature)

Vice President - National Site Development (Title)

Crown Castle USA Inc. (Name of Business)

The bidder/offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

- [ ] Sole Proprietorship
- [X] Partnership
- [ ] Joint Venture
- [X] Corporation

State of Incorporation: Pennsylvania

Federal I.D. or Social Security number is 25-1695742

E-mail Address: David.Tanczos@crowncastle.com
DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that Crown Castle USA Inc. does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

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

[Signature]
Bidder's Signature

3/14/12
Date
ADDENDUM NUMBER 4:

1. The following is clarification for question 2.f. in addendum 2.

   **Question:** Is there a document listing the current tower inventory, by location, licensee, type of license agreement (collocation, ground license, additional ground space license, rooftop license), rent roll, escalation/de-escalation term and expiration dates for those contracts?

   **Answer:** See attachment “B”.

ACKNOWLEDGEMENT OF ADDENDA

a. The bidder/proposer shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of the bid or proposal.

b. Receipt acknowledged by:

   __________________________________________  ________________________
   Authorized Signer      Date Signed

   __________________________________________
   Title

   __________________________________________
   Name of Bidder/Proposer
<table>
<thead>
<tr>
<th>Location</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bonneville Water Tower (Research Park)</td>
<td>3925 Sprague Drive</td>
</tr>
<tr>
<td>Col. Commons (Cheney Hghts Union Park)</td>
<td>9305 Mavis Street</td>
</tr>
<tr>
<td>Conway Water Tower (Hoffner)</td>
<td>4070 Manatee Street</td>
</tr>
<tr>
<td>Hunters Creek Water Tower</td>
<td>14003 Egret Tower Drive</td>
</tr>
<tr>
<td>Eastern Water Reclamation (Alafaya)</td>
<td>1621 S. Alafaya Trail</td>
</tr>
<tr>
<td>SandLake WWT Facility</td>
<td>4760 Sand Lake Road</td>
</tr>
<tr>
<td>Clarke Road Water Tower</td>
<td>1525 Clarke Road</td>
</tr>
<tr>
<td>University Park WWT (UCF West)</td>
<td>11555 Waldenwoods Drive</td>
</tr>
<tr>
<td>Riverside (Forest City) Water Plant</td>
<td>8590 Elba Way</td>
</tr>
<tr>
<td>OC Radio Tower (REMD)</td>
<td>3364 Taylor Creek Road</td>
</tr>
<tr>
<td>Azalea Park Tower</td>
<td>805 Capehart Drive</td>
</tr>
<tr>
<td>Radio Tower Land Lease</td>
<td>Hartoz Road (REMD)</td>
</tr>
<tr>
<td>OC Service Center</td>
<td>1111 N. Rock Springs Rd, City of Apopka</td>
</tr>
<tr>
<td>Great Oaks Village</td>
<td>1718 E. Michigan St.</td>
</tr>
<tr>
<td>Meadow Woods (East) Pump Facility</td>
<td>1707 Rhode Island Woods Cir.</td>
</tr>
<tr>
<td>Apopka Tower</td>
<td>1111 N. Rock Springs Rd.</td>
</tr>
<tr>
<td>Landfill Tower</td>
<td>12100 Young Pine Rd.</td>
</tr>
<tr>
<td>Clarcona Tower</td>
<td>5640 Clarcona-Ocoee Rd.</td>
</tr>
<tr>
<td>Fire St. 52 Tower</td>
<td>4765 Sand Lake Rd.</td>
</tr>
<tr>
<td>NW Tower</td>
<td>6350 Wadsworth Rd, Mt Dora</td>
</tr>
<tr>
<td>West Orange Tower</td>
<td>475 Story Road</td>
</tr>
<tr>
<td>Bithlo Tower</td>
<td>916 N C.R. 13, Bithlo, FL</td>
</tr>
</tbody>
</table>
ADDENDUM NUMBER 1:

1. The opening date for this Request for Proposals is hereby changed to Thursday, March 15, 2012, 2:00PM local time.

2. Answers to the questions posed during the pre-proposal conference and during the question and answer period will be issued in a subsequent addendum on or before March 1, 2012.

ACKNOWLEDGEMENT OF ADDENDA

a. The bidder/proposer shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of the bid or proposal.

b. Receipt acknowledged by:

__________________________________  ________________________
Authorized Signer      Date Signed

__________________________________
Title

__________________________________
Name of Bidder/Proposer
REQUEST FOR PROPOSALS

FOR

TELECOMMUNICATIONS TOWER SITE ANALYSIS, DEVELOPMENT, LICENSE MARKETING AND PROPERTY MANAGEMENT SERVICES

RFP #Y12-160-ZM

The Orange County Board of County Commissioners, Orange County, Florida, invites interested parties to submit proposals no later than 2:00 PM Local Time, Tuesday, February 28, 2012, for providing telecommunications tower site analysis, development, lease marketing and property management services to the Board of County Commissioners.

Sealed proposals will be accepted at and copies of the Request for Proposals may be obtained from: Orange County Purchasing and Contracts Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Copies may be requested by phoning (407) 836-5635 or faxing a request to (407) 836-5899. Solicitations are also available for downloading from the Internet at orangecountyfl.net.

A Mandatory Pre-Proposal Conference will be held on Friday, February 10, 2012 at 10:00am at Orange County Internal Operations Center II, 400 E. South Street, 2nd Floor Conference Room, Orlando, FL 32801. Interested bidders are required to attend. Failure to attend will result in bidder being ineligible to compete for the award.

Johnny Richardson, CPPO, CFM
Manager, Purchasing and Contracts 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 Zulay Millan, Senior Purchasing Agent, at (407) 836-5640, whose email address is zulay.millan@ocfl.net. You may contact Zulay Millan at any time during this process, including during the Black Out Period.
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. PURPOSE</td>
<td>3</td>
</tr>
<tr>
<td>2. INSTRUCTIONS TO PROPOSERS</td>
<td>3</td>
</tr>
<tr>
<td>3. TERMS AND CONDITIONS</td>
<td>4</td>
</tr>
<tr>
<td>4. QUESTIONS REGARDING THIS RFP</td>
<td>9</td>
</tr>
<tr>
<td>5. DEBRIEFING OF PROPOSERS</td>
<td>9</td>
</tr>
<tr>
<td>6. REFERENCE CHECKS</td>
<td>10</td>
</tr>
<tr>
<td>7. PROPOSAL FORMAT</td>
<td>10</td>
</tr>
<tr>
<td>8. SELECTION CRITERIA</td>
<td>16</td>
</tr>
<tr>
<td>9. SCOPE OF SERVICES</td>
<td>18</td>
</tr>
<tr>
<td>10. PRICE PROPOSAL FORM</td>
<td>21</td>
</tr>
<tr>
<td>11. EMERGENCY CONTACTS</td>
<td>21</td>
</tr>
<tr>
<td>12. ACKNOWLEDGEMENT OF ADDENDA</td>
<td>21</td>
</tr>
<tr>
<td>13. EMPLOYMENT DATA, SCHEDULE OF MINORITIES AND WOMEN</td>
<td></td>
</tr>
<tr>
<td>14. SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM</td>
<td></td>
</tr>
<tr>
<td>15. LOCATION</td>
<td></td>
</tr>
<tr>
<td>16. CONFLICT/NON/CONFLICT OF INTEREST STATEMENT</td>
<td></td>
</tr>
<tr>
<td>17. AUTHORIZED SIGNATORIES/NEGOTIATORS</td>
<td></td>
</tr>
<tr>
<td>18. DRUG-FREE WORKPLACE FORM</td>
<td></td>
</tr>
<tr>
<td>19. WELFARE RECIPIENTS FORM</td>
<td></td>
</tr>
<tr>
<td>20. LETTER OF INTENT</td>
<td></td>
</tr>
<tr>
<td>21. E-VERIFICATION CERTIFICATION</td>
<td></td>
</tr>
<tr>
<td>22. RELATIONSHIP DISCLOSURE FORM</td>
<td></td>
</tr>
<tr>
<td>23. FREQUENTLY ASKED QUESTIONS (FAQ)</td>
<td></td>
</tr>
<tr>
<td>24. ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT</td>
<td></td>
</tr>
<tr>
<td>25. FREQUENTLY ASKED QUESTIONS (FAQ)</td>
<td></td>
</tr>
<tr>
<td>25. SAMPLE CONTRACT</td>
<td>27</td>
</tr>
</tbody>
</table>
REQUEST FOR PROPOSALS

FOR

RFP #Y12-160-ZM

PURPOSE:

The Orange County Board of County Commissioners, Orange County, Florida, is soliciting proposals from qualified offerors, henceforth referred to as Consultant, to solicit, engage, market and manage tower space users, henceforth referred to as Tenants, on various County owned radio/cell tower and other compatible structures.

The County will compensate the Consultant for their services pursuant to this agreement in accordance with payment terms.

INSTRUCTIONS TO PROPOSERS:

Firms or companies desiring to provide services, as described in the Scope of Work, shall submit sealed proposals in an original and eight (8) copies not later than no later than 2:00 PM Local Time, Tuesday, February 28, 2012, to the Orange County Purchasing and Contracts Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, Florida 32801, (407) 836-5635.

Offers by telephone or telegram shall not be accepted. Also, proposers are instructed NOT to fax their proposal. Faxed proposal shall be rejected as non-responsive regardless of where the fax is received.

It is the sole responsibility of the proposer to ensure that his or her proposal reaches the Purchasing and Contracts Division. Proposals received after the specified time and date shall be returned unopened. The time/date stamp clock located in the Purchasing and Contracts Division shall serve as the official authority to determine lateness of any proposal. The decision to refuse to consider a proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).

Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

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

1. The County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority.

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

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

3. 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 ninety (90) 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.

4. Proposals shall be sealed and proposers should indicate on their proposal the following:

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

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

6. INSURANCE

The proposer receiving the award, prior to execution of the contract, will obtain or possess the following insurance coverage, and will provide Certificates of Insurance to the County to verify such coverage.

At its sole expense, and throughout the duration of this contract, the Contractor will maintain 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 Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract.
The Contractor shall require and ensure that each of its sub-
contractors/Contractors providing services hereunder (if any) procures and
maintains until the completion of their respective services, insurance of the types
and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to
carry 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:

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

B. Commercial General Liability - The Contractor shall maintain coverage
issued on the most recent version of the ISO form as filed for use in
Florida or its equivalent, with a limit of liability of not less than $500,000
per occurrence. Contractor further agrees coverage shall not contain any
endorsement(s) excluding or limiting Product/Completed Operations,
Contractual Liability, or Separation of Insured’s. The General Aggregate
limit shall either apply separately to this contract or shall be at least twice the
required occurrence limit.

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

When a self-insured retention or deductible exceeds $100,000 the County
reserves the right to request a copy of Contractor’s most recent annual report or
audited financial statement. For policies written on a “Claims-Made” basis the
Contractor agrees to maintain a retroactive date prior to or equal to the effective
date of this contract. In the event the policy is canceled, non-renewed, switched
to occurrence form, or any other event which triggers the right to purchase a
Supplemental Extended Reporting Period (SERP) during the life of this contract
the Contractor agrees to purchase the SERP with a minimum reporting period of
not less than two years. Purchase of the SERP shall not relieve the Contractor
of the obligation to provide replacement coverage.
By entering into this contract, Contractor agrees to provide a waiver of subrogation in favor of the County for the workers' compensation and a waiver of transfer of rights of recovery in favor of the County for general liability policies as required herein. When required by the insurer or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Contractor agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.

Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.

Prior to execution and commencement of any operations/services provided under this contract the Contractor shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Contractor shall also provide a blanket (Exhibit B) or specific (Exhibit C) Additional Insured Endorsement and all Waiver of Subrogation (Exhibit D) or Waiver of Transfer of Rights of Recovery (Exhibit E) endorsements for each policy as required above. For continuing service contracts renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically reference the respective contract number.

The certificate holder shall read:

Orange County Board of County Commissioners
Purchasing & Contracts Division
400 E. South Street
Orlando, Florida 32801

Provided, however, if the contract between the County and the Contractor is deemed by a court of competent jurisdiction to be a construction contract for purposes of Section 725.06, Florida Statutes, any obligation of the Contractor to defend, indemnify or hold harmless the County, shall be limited to an obligation to indemnify or hold harmless the County, its officers and employees from liability damages, losses, and costs, including but not limited to reasonable attorneys fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the contractor and persons employed or utilized by the Contractor in the performance of the contract.
7. **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 respondent to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its sole discretion.

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

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

9. **Shortlists, Protests and Lobbying:** The recommended short list of firms, in high to low order, will be posted for review by interested parties at the Purchasing and Contracts Division and also on the internet at [http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp](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 Purchasing and Contracts Manager by 5:00 PM on the fifth full business day after posting date shall constitute a waiver of protest proceedings. Additional information relative to lobbying and protests can be found at the following site:

Orange County Lobbyist Regulations General Information—[http://www.ocfl.net/Portals/0/Resources/Internet/govern/Lobbying/docs/200814.pdf](http://www.ocfl.net/Portals/0/Resources/Internet/govern/Lobbying/docs/200814.pdf) and [http://www.orangecountyfl.net/protest](http://www.orangecountyfl.net/protest).

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.

The Board of Commissioners may void any contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.
10. Information regarding Procurement Committee scheduling and Board approvals is available by calling the Purchasing and Contracts Reception Desk at (407) 836-5635.

11. **PUBLIC ENTITY CRIME**

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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on licenses of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or Contractor 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 Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

12. **AVAILABILITY OF FUNDS**

The County's performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

13. **TOBACCO FREE CAMPUS**

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 366, Florida Statutes and/or contract enforcement remedies.

14. **CONTRACT TERM**

It is the intent of the County to enter into a five (5) year term contract, with renewal clause for two (2) additional five (5) year terms for services as described herein.

15. **SCHEDULE OF SUBCONTRACTING**

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

16. **EQUAL OPPORTUNITY**

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

Further, the Contractor shall abide by the following provisions:

(1) The Contractor shall represent that the Contractor has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.

(2) The Contractor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.

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

17. QUESTIONS REGARDING THIS RFP:

Proposers shall not direct any queries or statements concerning their proposal to the Orange County Procurement Committee or County staff during the selection process, from the time of submission of a proposal until the execution of a contract. Any proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.

All questions or concerns regarding this Request for Proposals must be submitted in writing, faxed to (407) 836-5899 or by email to zulay.millan@ocfl.net or mailed to the Purchasing and Contracts Division, Internal Operations Centre II, 400 E. South Street, Orlando, FL 32801, no later than 5:00 PM, Wednesday February 15, 2012 to the attention of Zulay Millan, Senior Purchasing Agent, Purchasing and Contracts Division, referencing the RFP number. When required the Purchasing and Contracts Division will issue an addendum to the Request for Proposals. The addendum will be available on the Internet for access by potential proposers. Proposers are instructed not to contact the initiating division directly. No oral interpretation of this Request for Proposal 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 Purchasing and Contracts Division. You may contact Zulay Millan at any time during this process, including during the Black Out Period.

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

18. 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 contract administrator or purchasing agent for a debriefing on the evaluation of their proposal. The contract administrator/purchasing 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 or the proposer may request a copy of the digital recording of the selection on CD for a $30.00 fee per CD. The debriefing shall include the following minimum information:

(1) Key requirements of the solicitation.

(2) The overall ranking of all proposals.

(3) The significant weaknesses or deficiencies in the proposal in response to the requirements of the solicitation.

(4) If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.

(5) If applicable, a summary of the rationale for award.

(6) Responses to any relevant questions of the proposer.

Untimely debriefing requests will also be considered.

19. **REFERENCE CHECKS:**

The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced contract. Contact persons must have been informed that they are being used as a reference and that the County may be calling 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 evaluation of the Proposal. The reference shall be the owner or a representative of the owner.

20. **PROPOSAL FORMAT:**

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

Proposers must respond in the format delineated below and tabbed as applicable.

The following information shall be submitted with your proposal. Failure to submit this information in its entirety will negatively impact the evaluation of your proposal.
1. **Qualifications of Firm**
   
a. Provide a description and history of the firm, including years in business and previous names of the business, if any.

b. List at least five references, with a minimum of two from governmental entity experience within the past ten (10) years, for which the firm has performed similar work including:
   1. The contact name, address, telephone number and email address.
   2. The date of the contract.
   3. A summary of the equipment supported
   4. The level of services supplied for the client
   5. The approximate dollar value per year.

2. **Qualifications of Staff**
   
a. Provide an organization chart that lists all staff to be assigned to provide the required services and resumes for each describing experience, training and education in the required consulting services. Identify staff experience working with governmental entities and list those projects.

3. **Technical Approach**
   
a. Provide a brief description of the firm's approach to the project.

b. Provide Copies of propers basic documents to be used in contract performance such as solicitations, license agreements, etc.

c. Confirm the firm's agreement to meet the minimum requirements of this request for proposal:

4. **Fee Schedule**
   
a. Fee shall be a fixed percentage of revenues actually received by the County from monthly license agreement payments from tenants for the following types of agreements:
   
   1. New commercial licensing agreements brought to the County and managed by the Consultant.
   
   2. Renegotiated commercial licensing agreements managed by the Consultant.

   The fee shall be a single fixed percentage. Ranges or any type of fluctuating percentages shall not be accepted.
The following information (Items 5 through 11) should be submitted to insure that your proposal is adequately evaluated. Failure to provide this information will negatively impact the score of your proposal.

(5) **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 24% utilization of certified minority/women business enterprise is applicable to this project. The Ordinance also addresses minority/women group employment levels setting goals to encourage each Proposer to maintain 24% minority and 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. Effective August 1, 2003, the County has implemented a graduation program whereby M/WBE firms designated as graduates can participate in the M/WBE program only on specified projects. 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 Contractor 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 >under $500,000 and therefore, graduate M/WBE's are >eligible >ineligible to participate. It is the proposing firm's responsibility to insure that graduate M/WBE's are not listed in proposals to meet M/WBE participation requirements on projects in which they are not eligible to participate.

D. The County has established a credit program whereby Proposers are awarded credits to be applied toward meeting the M/WBE goals on certain County projects. Emphasis will be placed on credits for non-County utilization and first-time M/WBE utilization. Proposers are encouraged to contact the Business Development Division for information on acquiring and applying the credits.
E. Proposers must submit signed Letter of Intent with their Proposal for all current Orange County certified M/WBE sub-Contractors identified on the SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM. These Letters of Intent must indicate the scope of work to be performed by every M/WBE plus the percentage of the contract fees to be contracted to the listed sub-Contractor.

F. The awarded prime Contractor's responsibilities and requirements are itemized below:

   i. Incorporate a 72-hour prompt payment assurance provision and payment schedule in all contracts between the prime and sub-Contractors.
   
   ii. File copies of all executed sub-Contractor agreement/contracts between the prime and all M/WBE sub-Contractors on the project to Orange County Business Development Division.
   
   iii. The awarded prime Contractor shall furnish written documentation evidencing actual dollars paid to each sub-Contractor utilized by the prime Contractor on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the prime Contractor prior to the issuance of final payment.
   
   iv. The prime Contractor shall submit an updated quarterly M/WBE utilization report and the “Employment Data, Schedule of Minorities And Women” 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.
   
   v. The awarded prime Contractor shall not substitute, replace or terminate any M/WBE firm without prior written authorization of the County, nor shall the prime reduce the scope of work or monetary value of a sub-Contractor without written authorization of the County. The prime Contractor shall notify the Business Development Division of any additional awards to the M/WBE firm on the prime Contractor's team and the addition of any new M/WBE firm to the prime Contractor's team on that project.
   
   vi. The prime Contractor shall expeditiously advise all M/WBE's and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the M/WBE firm on their team.
Execution of the contract between Orange County and the Proposer shall be contingent upon the filing of executed contracts between the Proposer and the M/WBE subs listed on the SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM with the Business Development Division.

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

Requests for substitution of sub-Contractors 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-Contractor. 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.

(6) Complete the Location Form determining proximity to the project site (Orange County).

(7) Complete the attached Conflict/Non-Conflict of Interest and Litigation Statement (with attachments) as necessary.

(8) 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 purchasing agent or contract administrator 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 purchasing agent or contract administrator identified in the applicable solicitation. Also, a listing of the most frequently asked questions concerning this form is attached for your information.

(9) Complete the Authorized Signatories/Negotiators Form.

(10) The Drug-Free Workplace Form, attached hereto, must be submitted prior to award of the proposal. Failure to submit this form prior to award of the proposal shall be cause for rejection/disqualification of your proposal. Failure to certify the firm has a drug-free workplace in accordance with Florida Statutes 287.087 shall result in rejection/disqualification of your proposal.

(11) **VERIFICATION OF EMPLOYMENT STATUS**

Prior to the employment of any person under this contract, the contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the contractor to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the contractor to perform work pursuant to the contract with Orange County. Please refer to USCIS.gov for more information on this process.

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

Therefore, by submission of a bid or proposal in response to this solicitation, the contractor confirms that all employees in the above categories will undergo e- verification before placement on this contract. The contractor further confirms his commitment to comply with this requirement by completing the E- Verification certification.
BONUS POINTS FOR HIRING OF WELFARE RECIPIENTS

Proposers may be awarded a maximum of five (5) bonus points for a commitment to hire welfare recipients residing in Orange County, Florida as fulltime employees. One point will be awarded for each new fulltime 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 welfare recipients to be hired fulltime 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 fulltime basis.

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

The failure of the Contractor 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 Contractor will take appropriate steps to ensure that individuals hired under this program are retained. However, if it becomes necessary to replace an employee, the Contractor 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.

21. SELECTION - CRITERIA:

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>WEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualifications of Staff</td>
<td>15</td>
</tr>
<tr>
<td>Qualification of Firm</td>
<td>15</td>
</tr>
<tr>
<td>Technical Approach</td>
<td>15</td>
</tr>
<tr>
<td>M/WBE Utilization</td>
<td>10</td>
</tr>
<tr>
<td>Location</td>
<td>10</td>
</tr>
<tr>
<td>Fee Proposal</td>
<td>35</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100</td>
</tr>
</tbody>
</table>

Welfare Recipient Hires 5 bonus points

22. ALTERNATE PROPOSAL

The proposer may offer an alternate proposal for the services required by this solicitation which may include:

(1) alternate technical solutions to the requirements of the scope of service.

(2) alternate pricing structures.
The alternate proposal shall be clearly identified under a separate tab with associated pricing structure changes as appropriate. It shall be submitted with the basic proposal that is in response to the specific requirements of the solicitation.

Consideration of an alternate proposal shall be at the sole discretion of the County.
SCOPE OF SERVICES

BACKGROUND

The County currently manages multiple tower license agreements through a third party. As these agreements expire the Consultant shall renegotiate agreements with these tenants and/or market these sites to other potential Tenants. In addition, the County has multiple potential sites and structures that may be suitable for additional licenses.

SCOPE OF WORK

The Consultant shall:

a. Perform an inventory of all potential Orange County sites and submit a report on the marketability of the inventoried sites.

b. Develop a County-wide long-term tower/facilities support plan for wireless providers. The service area shall include the Convention District located on International Drive in Orange County (Includes OCCC), noting the following exceptions with respect to the Orange County Convention Center:

   (1) The Orange County Convention Center (OCCC) is currently negotiating or has already completed installation of cellular carrier equipment inside its facilities to support event related services.

   (2) The in-building services for the OCCC shall not be a part of this contract.

   (3) Any installation or proposed marketing of OCCC property for tower placement must be approved and coordinated with the County.

   (4) Licensing of tower locations on OCCC property shall include all revenues from such to be paid directly to the OCCC.

c. Prepare a "Tower Analysis Report" and "Inter-modulation Study" for all County existing and potential equipment co-location sites. Report shall include capacity and/or wind load concerns for existing towers that may not be suitable for additional co-located equipment, with the following considerations:

   (1) Public Safety Radio towers are an important part of the County's long range wireless support goals and shall be carefully reviewed with the County's Public Safety Communications Radio Services Section.

   (2) Development of new tower locations throughout the county shall include coordination with the County's Public Safety communications Radio Services Section in order to help provide a more comprehensive radio and cellular coverage pattern to support all county departments.
d. Market targeted County owned properties, including existing structures and towers, to wireless communications operators. The Consultant shall propose any and all options to include marketing these sites for co-location on existing towers, if technically and structurally feasible, or for the installation of replacement towers on these sites for migration of public safety equipment over to the new tower and/or to have more than one tower on a site.

e. Provide wireless communication consulting services to structure license agreements of county-owned property for the construction and operations of their facilities and/or co-location of wireless telecommunication companies for equipment and antenna space on County owned towers.

f. Assist Orange County in negotiating structured license agreements that shall provide for all capital funding required to develop and/or construct new sites at no cost to the County.

g. Coordinate the preparation and review site construction packages, to include site drawings and specifications.

h. Coordinate the preparation of architectural/engineering design drawings and provide the County with as-built drawings.

i. Coordinate with the County Planning Division for zoning variances and special use permits (to include hearings, if necessary).

j. Coordinate and manage construction of new tower sites in cooperation with the County.

k. Verify construction is completed pursuant to applicable County requirements and regulations.

l. Assist County with negotiation of license agreements.

m. Assess radio frequency interference and health and safety engineering prior to each wireless operation installation in cooperation with the County.

n. Arrange and coordinate access for wireless communications operators to perform alignment, inspection, survey and other architectural/engineering work in cooperation with the appropriate Orange County Division/s.

o. Work to resolve tenant problems that arise during the course of the license agreements. The types of problems which may be encountered could include, but are not limited to: interference issues, payment issues, insurance issues, maintenance issues, or unauthorized changes made by the tenant.

p. Assist with renewal efforts and any requests for license agreement amendments.
LICENSE AGREEMENTS

The Consultant shall review draft License Agreements with the County and propose agreements for final draft to be utilized by any party wishing to enter into a license agreement land and tower space on County owned property and facilities.

Using the final License Agreement, the Consultant shall compile and submit a report to the County, detailing the technical information necessary to make a determination as to the feasibility of proposed site/s that minimizes risk and maximizes revenue to the County.

Specifically, the consultant’s review of the agreement and subsequent report shall at a minimum address the following:

- Is there a guarantee that there is no interference to the now current operating system(s) at this location?
- Are there any guarantees to solving potential interference in a timely manner (immediate for Public Safety)?
- Is the proposed revenue to be received in line with the fair market value?
- Is the County maximizing its return (from a wireless perspective), today and in the future, by licensing this site in this manner?
- How does the site compare to other nearby sites available for the carrier?
- What level of current coverage do the carriers have in this area?
- How many co-locators could be likely to locate on the proposed tower?
- Are the terms of the proposed license agreement in line with market practices, such as escalation, term, and revenue/service sharing?

All executed license agreements shall be between the County and the Tenant as negotiated by the Consultant.

ORANGE COUNTY COMMUNICATION TOWER ORDINANCE

A copy of the Orange County Communication Tower Ordinance may be obtained from Orange County Zoning Division, 200 S. Rosalind Ave., First Floor, Orlando, Florida 32802.
PRICE PROPOSAL FORM  
RFP # Y12-160-ZM

The contractor shall provide all labor, equipment, manpower and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the scope of services, scope of work or specifications defined in this solicitation for the amounts specified in this Price Proposal Form.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Percentage of Monthly license agreements negotiated</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Fixed percentage of revenues actually received by the County from new monthly license agreement payments negotiated by the Consultant.</td>
<td>%</td>
</tr>
<tr>
<td>2.</td>
<td>Fixed percentage of revenue actually received by the County from monthly license agreement payments for existing license agreements (prior to this contract) expired and renegotiated by the Consultant.</td>
<td>%</td>
</tr>
</tbody>
</table>

NOTE: Only a Fixed percentage will be acceptable. Ranges or other escalating and/or de-escalating percentages will not be accepted.

---

EMERGENCY CONTACT

Emergency Contact Person: ___________________________________________________________

Telephone Number: _______________   Cell Phone Number: __________________________

Residence Telephone Number: ____________________________________________________

---

ACKNOWLEDGEMENT OF ADDENDA

The bidder/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 bid or proposal. Failure to acknowledge an addendum that has a material impact on the solicitation may negatively impact the responsiveness of your bid or proposal. Material impacts include but are not limited to changes to specifications/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____________

Addendum No.______, Date____________   Addendum No.______, Date____________
IFB/RFP Number & Title: Y12-160-ZM, Telecommunications Tower Site Analysis, Development, License Marketing and Property Management Services

EMPLOYMENT DATA, SCHEDULE OF MINORITIES AND WOMEN (Rev. 1/99)

Please provide the following data pertaining to your workforce. If you have an Orange County workforce, it should be shown. If you do not have an Orange County workforce, total permanent workforce should be shown. If this is a Joint Venture, employment data shall be furnished for each firm composing the joint venture. It is mandatory that you provide workforce data. Failure to provide this form with your bid/proposals may be cause for rejection of your bid/proposal.

<table>
<thead>
<tr>
<th>MAJORITY</th>
<th>MINORITY MALES</th>
<th>MINORITY FEMALES</th>
</tr>
</thead>
<tbody>
<tr>
<td>JOB CATEGORIES</td>
<td>White Male</td>
<td>White Female</td>
</tr>
<tr>
<td>Officials, Mgrs., Supervisors</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionals</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technicians</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Workers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office and Clerical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Craftsmen (Skilled)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operatives (Semi-Skilled)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers (Unskilled)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Workers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apprentices</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interns/Co-Ops</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wages to Work Employees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Changes Since Last Report</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The above reflects (Check One): Orange County Workforce Total Permanent Workforce (Outside Orange County)
For Construction Projects Only: Do you intend to hire new employees for the project? Yes No If yes, how many approximately?

Name of Firm ____________________________ Period of Report ___________ No. of Years in Business in Orange County

Form Completed by ___________________________ Name/Title (Printed or Typed) ___________________________ Signature ___________________________

Form Approved by ___________________________
SCHEDULE OF SUB-CONTRACTING - MWBE PARTICIPATION FORM

RFP NO.Y12-160-ZM

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

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

<table>
<thead>
<tr>
<th>Name of Sub-Contractor</th>
<th>Address</th>
<th>Type of Work to be Done</th>
<th>Percent of Contract Amount to be Sub-contracted</th>
<th>MWBE Designation Or Majority Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Company Name: __________________________________________________________

Signature: ______________________________________________________________

Date: ________________________________

3/17/05
LOCATION

Offerors 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.

<table>
<thead>
<tr>
<th>PRIME CONTRACTOR/CONTRACTOR (Name &amp; Address)</th>
<th>CITY</th>
<th>COUNTY</th>
<th>STATE</th>
<th>ZIP</th>
<th>PERCENTAGE OF WORK ASSIGNED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SUB-CONTRACTOR/SUB-CONTRACTOR (Name &amp; Address)</th>
<th>CITY</th>
<th>COUNTY</th>
<th>STATE</th>
<th>ZIP</th>
<th>PERCENTAGE OF WORK ASSIGNED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Use additional pages if necessary)

Total Percentage (must equal 100%)
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 ten (10) 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 ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your 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.
AUTHORIZED SIGNATORIES/NEGOTIATORS

The bidder or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the bidder or proposer will be duly bound:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Signature)

(Title)

(Name of Business)

The bidder/offeree shall complete and submit the following information with the bid or proposal:

Type of Organization

___ Sole Proprietorship  ___ Partnership

___ Joint Venture  ___ Corporation

State of Incorporation: _______________________

Federal I.D. or Social Security number is ________________

E-mail Address: ________________________________
DRUG-FREE WORKPLACE FORM

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

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

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

__________________________________________
Bidder’s Signature

__________________________________________
Date

2/12/01
WELFARE RECIPIENT
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 ZuCan Center Use Only (To be Completed After Contract Award)

Verification: I certify that the below individual are welfare recipients

Individual Complete Name:
1. ___________________________  2. ___________________________
3. ___________________________  4. ___________________________
*5. ___________________________  *6. ___________________________

ZuCan, Inc.
609 North Powers Drive, Suite 340
Orlando, Florida 32818
(407) 531-1223

Signature: _________________________________________
Printed Name: _______________________________________

*ZuCan Participants who do not meet specific job qualifications

FORM WR
LETTER OF INTENT
(VERIFICATION OF M/WBE UTILIZATION)

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

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

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

<table>
<thead>
<tr>
<th>M/WBE Sub-Contractor</th>
<th>Specific Scope(s) of Work</th>
<th>Subcontract Percentage/Amount</th>
</tr>
</thead>
</table>

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

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

Authorized Agent of Prime Contractor _______________________________ Date _______________________________

Printed Name & Title _____________________________________________

Authorized Agent of M/WBE Sub-Contractor __________________________ Date _______________________________

Printed Name & Title _____________________________________________

M/WBE Address

___________________________________________________________

Phone Number ___________________________ Fax Number _______________________________
E VERIFICATION CERTIFICATION
Contract No.Y12-160

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

All persons, including subcontractors and their workforce, who will perform work under Contract No.Y12-160, Telecommunications Tower Site Analysis, Development, License Marketing and Property Management Services, within the state of Florida.

NAME OF CONTRACTOR: ________________________________

ADDRESS OF CONTRACTOR: ________________________________

__________________________________________________________

AUTHORIZED SIGNATURE: ________________________________

TITLE: ________________________________

DATE: ________________________________
RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY IS THE PRINCIPAL OR PRIMARY 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 Purchasing and Contracts 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, 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 ( ) ____________________________
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)
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 :
COUNTY OF ____________ :

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

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

________________________
(Notary Seal)
Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires:

Staff signature and date of receipt of form _____________________
Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.
FREQUENTLY ASKED QUESTIONS (FAQ) ABOUT THE RELATIONSHIP DISCLOSURE FORM
Updated 6-28-11

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

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

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?
Form OC CE 2D should be completed and filed by the owner of record, contract purchaser, or authorized agent. Form OC CE 2P should be completed and filed by the 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 Purchasing and Contracts 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 Purchasing and Contracts 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.

faq form oc ce 2 d and p (relationship disclosure form) (6-28-11)
Specific Project Expenditure Report (Revised November 5, 2010)  
For use as of March 1, 2011

For Staff Use Only:  
Initially submitted on ________  
Updated On ________  
Project Name (as filed) ________________  
Case or Bid No. Y12-160-ZM

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

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

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

Part I
Please complete all of the following:
Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): ________________

Name and Address of Principal’s Authorized Agent, if applicable: ________________

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

1. Name and address of individual or business entity: ____________________________  
   Are they registered Lobbyist? Yes __ or No __

2. Name and address of individual or business entity: ____________________________  
   Are they registered Lobbyist? Yes __ or No __

3. Name and address of individual or business entity: ____________________________  
   Are they registered Lobbyist? Yes __ or No __

4. Name and address of individual or business entity: ____________________________  
   Are they registered Lobbyist? Yes __ or No __

5. Name and address of individual or business entity: ____________________________  
   Are they registered Lobbyist? Yes __ or No __

6. Name and address of individual or business entity: ____________________________  
   Are they registered Lobbyist? Yes __ or No __

7. Name and address of individual or business entity: ____________________________  
   Are they registered Lobbyist? Yes __ or No __

8. Name and address of individual or business entity: ____________________________  
   Are they registered Lobbyist? Yes __ or No __
Part 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, Contractors, 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.**

<table>
<thead>
<tr>
<th>Date of Expenditure</th>
<th>Name of Party Incurring Expenditure</th>
<th>Description of Activity</th>
<th>Amount Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL EXPENDED THIS REPORT $**
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 range 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 :
COUNTY OF____________:

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

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

Signature of Notary Public
(Notary Seal)
Notary Public for the State of Florida
My Commission Expires: ____________________________

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

S:dcrosby\ethics pkg – final forms and ords\2010 workgroups\specific project expenditure form 3-1-11
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 Contractor(s), if applicable, for certain projects or issues that will ultimately be decided by the Board of County Commissioners (BCC).

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

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

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

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

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

Lobbying means seeking “to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, Contractor, contractor, recommendation, decision or other foreseeable action of the [BCC],” and “include[s] all communications, regardless of whether initiated by the lobbyist or by the person being lobbied, and regardless of whether oral, written or electronic.” (See Section 2-351, Orange County Code.) Furthermore, lobbying means communicating “directly with the County Mayor, with any other member of the [BCC], or with...
any member of a procurement committee.” (See Section 2-351, Orange County Code.) Lobbying also means communicating “indirectly with the County Mayor or any other member of the [BCC]” by communicating with any staff member of the Mayor or any member of the BCC, the county administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager. (See Section 2-351, Orange County Code.) Lobbying does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee other than the BCC.

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

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?
Yes. It remains a continuing obligation of the principal or his/her authorized agent to update the SPR whenever any of the information provided on the initial form changes.

WHERE DO THE SPR AND ANY UPDATES NEED TO BE FILED?
The SPR needs to be filed with the County Department or County Division processing the application or matter. If and when an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR needs to be filed with the County Department or County Division where the original application, including the initial SPR, was filed.

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

WHO WILL BE MADE AWARE OF THE INFORMATION DISCLOSED ON THE SPR AND ANY UPDATES?
The information disclosed on the SPR and any updates will be a public record as defined by Chapter 119, Florida Statutes, and therefore may be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This information will accompany the other information for the principal’s project or item.
CONCLUSION:
We hope you find this FAQ useful to your understanding of the SPR. Please be informed that in the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance governing specific project expenditure reports, the ordinance controls.

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

s:\dcrosby\ethics pkg -- final forms and ords\2010 workgroup\faq spr (3-1-11).docx
AGENT AUTHORIZATION FORM

I/we, (PRINT BIDDER, OFFEROR, QUOTER OR RESPONDENT 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, (IFB/RFP NUMBER AND TITLE) ____________________________, AND TO APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS CONTRACT AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THIS CONTRACT.

Date: ____________ ____________________________

Signature of Bidder, Offeror, Quoter or Respondent

STATE OF FLORIDA
COUNTY OF ________________

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

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

____________________________________
Signature of Notary Public

(Notary Seal)

Notary Public for the State of Florida

My Commission Expires: ___________________
EXHIBIT A

LEASED EMPLOYEE AFFIDAVIT

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

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

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

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

Name of Employee Leasing Company: __________________________

Workers’ Compensation Carrier: __________________________

A.M. Best Rating of Carrier: __________________________

Inception Date of Leasing Arrangement: __________________________

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

Name of Contractor: __________________________

Signature of Owner/Officer: __________________________

Title: __________________________ Date: __________________________

Revised 11/1/08
EXHIBIT B

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

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

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>The following are additional insureds under the Professional Liability section of this policy (already included under the GL by form #86571).</td>
</tr>
<tr>
<td>YOUR MEDICAL DIRECTORS AND ADMINISTRATORS, INCLUDING PROFESSIONAL PERSONS, BUT ONLY WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FOR THE NAMED INSURED AS MEDICAL DIRECTORS AND ADMINISTRATORS;</td>
</tr>
<tr>
<td>AN INDEPENDENT CONTRACTOR IS AN INSURED ONLY FOR THE CONDUCT OF YOUR BUSINESS AND SOLELY WHILE PERFORMING SERVICES FOR A CLIENT OF THE NAMED INSURED, BUT SOLELY WITHIN THE SCOPE OF SERVICES CONTEMPLATED BY THE NAMED INSURED;</td>
</tr>
<tr>
<td>STUDENTS IN TRAINING WHILE PERFORMING DUTIES AS INSTRUCTED BY THE NAMED INSURED;</td>
</tr>
<tr>
<td>ANY ENTITY YOU ARE REQUIRED IN A WRITTEN CONTRACT (HEREINAFTER CALLED ADDITIONAL INSURED) TO NAME AS AN INSURED IS AN INSURED BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF YOUR PREMISES OR OPERATIONS;</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(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 your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of you ongoing operations; or

B. In connection with your premises owned by or rented to you.
EXHIBIT C

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

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

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS</td>
</tr>
<tr>
<td>PURCHASING AND CONTRACTS DIVISION</td>
</tr>
<tr>
<td>400 E. SOUTH STREET</td>
</tr>
<tr>
<td>ORLANDO, FL 32801</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(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 your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of you ongoing operations; or

B. In connection with your premises owned by or rented to you.
EXHIBIT D

WORKERS COMPENSTION AND EMPLOYEES LIABILITY INSURANCE POLICYWC 00 03 13

2ND Reprint Effective April 1, 1984 Advisory

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 BOARD OF COUNTY COMMISSIONERS PURCHASING AND CONTRACTS DIVISION
400 E. SOUTH STREET
ORLANDO, FL 32801


©NCCI Holdings, Inc.
EXHIBIT E

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93

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

SCHEDULE

Name of Person or Organization:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
PURCHASING AND CONTRACTS DIVISION
400 E. SOUTH STREET
ORLANDO, FL  32801

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

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.
Contract #Y12-160-ZM

TELECOMMUNICATIONS TOWER SITE ANALYSIS, DEVELOPMENT, LEASE MARKETING AND PROPERTY MANAGEMENT SERVICES

This Contract is made as of the ___ day of __________, 20XX by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and __________________________ [ ] an individual, [ ] a partnership, [ ] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. or Social Security number is ________________.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT’S responsibility under this Contract is to provide telecommunications tower site analysis, development, lease marketing and property management services to the Board of County Commissioners, as more specifically set forth in the Scope of Work detailed in Exhibit “A”.

The COUNTY’S representative/liaison during the performance of this Contract shall be ____________, telephone no. ____________________.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on _________________ and complete all services by ________________________.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit “A”.

This contract may be renewed, by mutual agreement, for two (2) additional five (5) year periods up to a cumulative total of fifteen (15) years at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this contract.

Any order issued during the effective date of this contract, but not completed within that period, shall be completed by the CONSULTANT within the time specified in the order. The contract shall govern the CONSULTANT and the COUNTY’S rights and obligations with respect to the extent as if the order were completed during the contract’s performance period.

ARTICLE 3 - PAYMENTS TO CONSULTANT

A. The COUNTY will pay fees in accordance with Exhibit B (Price Proposal), based on a fixed percentage of revenues actually received by the County from monthly
license agreement payments from Tenants negotiated by the Consultant, on a monthly basis.

B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the initiating County Department, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices must reference this contract number. Invoices will be paid in accordance with the State of Florida Prompt Payment Act.

ARTICLE 4 - TRUTH IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall act as the execution of the truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside CONSULTANTS. The COUNTY shall exercise its right under this "Certificate" within one (1) year following final payment.

ARTICLE 5 – TERMINATION

A. Termination for Default:

The COUNTY may, by written notice to the CONSULTANT, terminate this contract for default in whole or in part (delivery orders, 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, Purchasing and Contracts, 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 and its sureties (if any) 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:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the COUNTY.

D. Continue and complete all parts of that work that have not been terminated.

Neither CONSULTANT nor COUNTY shall be liable, nor may cancel this contract for default, when delays arise out of causes beyond the control of CONSULTANT or COUNTY. Such causes may include but are not restricted to acts of God, acts of COUNTY in sovereign capacity, fires, floods, lightning strikes, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil disturbances, work stoppage, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, and unusually severe weather. In every case, the delay must be beyond the control of the claiming party. If CONSULTANT is delayed in its performance as a result of the above causes, COUNTY, shall upon written request of CONSULTANT, agree to equitably adjust the provisions of this contract, including price and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit COUNTY'S right to terminate for convenience.

**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 delivery orders, purchase orders or to the contract in its entirety.**

**ARTICLE 6 - PERSONNEL**

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the
COUNTY.

All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONSULTANT remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

ARTICLE 7 – 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 sub-CONSULTANT(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 Employment Data, 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 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. In the event a certified M/WBE sub-CONSULTANT's subcontract is terminated for convenience, the CONSULTANT shall submit a letter to the Business Development Division from the terminated sub-CONSULTANT evidencing their concurrence with the termination. In the event a certified M/WBE sub-CONSULTANT's subcontract is terminated for cause, the CONSULTANT shall justify the replacement of that sub-CONSULTANT, in writing to the Business Development Division, accompanied by the Project Manager's recommendation or consent to termination.

F. 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 M/WBE sub-CONSULTANTs to the Business Development Division.

2. The COUNTY may at its discretion require copies of subcontracts/purchase orders for the non-M/WBE's listed on SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-M/WBE sub-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-M/WBE'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.

G. 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/CONTRACTOR 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, Purchasing and Contracts.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing
such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY’S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement.

ARTICLE 10 - INSURANCE REQUIREMENTS:

Vendor 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 Vendor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor/Agency under this contract.

The Vendor shall require and ensure that each of its sub-contractors/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.flor.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

1. Workers' Compensation - The Vendor 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. Said coverage shall include a waiver of subrogation in favor of the County. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).

2. Commercial General Liability - The Vendor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than $500,000 per occurrence. Vendor 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.
3. Business Automobile Liability - The Vendor 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 per accident. In the event the Vendor does not own automobiles the Vendor 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.

4. Professional Liability (if applicable) - The Vendor shall maintain professional liability (errors and omissions or medical malpractice) coverage with limits of not less than $1,000,000 per occurrence.

By entering into this contract, Vendor agrees to provide a waiver of subrogation in favor of the County for the workers' compensation and a waiver of transfer of rights of recovery in favor of the County for general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor 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.

Vendor agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.

Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.

Prior to execution and commencement of any operations/services provided under this contract the Vendor shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor shall also provide a blanket (Exhibit B) or specific (Exhibit C) Additional Insured Endorsement and all Waiver of Subrogation (Exhibit D) or Waiver of Transfer of Rights of Recovery (Exhibit E) endorsements for each policy as required above. For continuing service contracts renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Vendor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically reference the respective contract number.

The certificate holder shall read:

Orange County Board of County Commissioners
Purchasing & Contracts Division
400 E. South Street
Orlando, Florida 32801

**ARTICLE 11 - INDEMNIFICATION**
To the fullest extent permitted by law, the VENDOR shall defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the VENDOR or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the COUNTY.

ARTICLE 12 - SUCCESSORS AND Assigns

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Orange County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 - UNIFORM COMMERCIAL CODE (APPLICABLE ONLY IF CONTRACT IS FOR THE PURCHASE OF GOODS)

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the CONSULTANT and the COUNTY for any terms and conditions not specifically stated in this Contract.

ARTICLE 15 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S
judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of the notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 16 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its sub-CONSULTANTs and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT’S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT’S failure to perform was without it or its sub-CONSULTANT’s fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the COUNTY’S right to change, terminate, or stop any or all work at any time.

ARTICLE 17 - ARREARS

The CONSULTANT shall not pledge the COUNTY’S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment or any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the COUNTY, or at its expense, will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY’S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY’S expense shall be and remain the COUNTY’S property and may be reproduced at the discretion of the COUNTY.
The COUNTY and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

**ARTICLE 19 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT’S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT’S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than as specifically provided for in this Agreement.

**ARTICLE 20 - CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retrained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it 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.

**ARTICLE 21 - ACCESS AND AUDITS**

The CONSULTANT shall establish and maintain a reasonable accounting system, which enables ready identification of CONSULTANT’S cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The COUNTY or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the CONSULTANT or its sub-CONSULTANTs as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the CONSULTANT’S place of business. This right to audit shall include the CONSULTANT’S sub-CONSULTANTs used to procure goods or services under the contract with the COUNTY. CONSULTANT shall ensure the COUNTY has these same rights with sub-CONSULTANT(s) and suppliers.
ARTICLE 22 – EQUAL OPPORTUNITY

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

Further, the CONSULTANT shall abide by the following provisions:

(a) The CONSULTANT shall represent that the CONSULTANT has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.

(b) The CONSULTANT shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the nondiscrimination provision of the contract.

(c) The provisions of the prime contract shall be incorporate by the CONSULTANT into the contracts of any applicable subcontractors.

ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 24 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney’s fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or
circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY’S notification of a contemplated change, the CONSULTANT shall (1) if requested by COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONSULTANT’S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY’S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a Contract Amendment or Change Order and the CONSULTANT shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 28 – WELFARE RECIPIENTS

CONSULTANT has committed to hire _____ (_) welfare recipients residing in Orange County, Florida. Therefore, within five (5) days after contract award, CONSULTANT shall provide the names of individuals hired with verification from One Stop Career Center, 5166 East Colonial Drive, Orlando, Florida 32803 (Attention: Joyce Hinton) Phone 407-445-5305 ext. 4022. Individuals hired may be employed in any position within the firm but must be hired on a fulltime 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 individuals hired under this program are retained. However, if it becomes necessary to replace an employee, the contract shall provide verification of the replacement worker’s status from the One Stop Career Center. At its discretion, COUNTY may periodically request submission of certified payrolls to confirm the employment status of program participants.

ARTICLE 29 - 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 Contractor/CONSULTANT against the County relating to a particular contract shall be submitted to the Purchasing and Contracts Manager in writing clearly labeled "Contract Claim" requesting a final decision. The Contractor 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 Contractor/CONSULTANT believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor/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 Purchasing and Contracts Manager shall be issued in writing and shall be furnished to the Contractor/CONSULTANT. The decision shall state the reasons for the decision reached. The Purchasing and Contracts Manager shall render the final decision within sixty (60) days after receipt of Contractor's/CONSULTANT's written request for a final decision. The Purchasing and Contracts Manager's decision shall be final and conclusive.

The Contractor/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 Purchasing and Contracts.

ARTICLE 30 - TOBACCO FREE CAMPUS

Effective January 1, 2010, virtually all Orange county operations under the Board of County Commissioners will effectively become tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, 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.

ARTICLE 32 – ADDENDA

All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

ARTICLE 33 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

________________________________________

________________________________________

19
and if sent to the CONSULTANT shall be mailed to:


IN WITNESS WHEREOF, the Board of County Commissioners of Orange County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

CONSULTANT:  

Company Name

Division

Signature

Typed Name

Title

Date

ORANGE COUNTY, FLORIDA

By: ____________________________
   Johnny Richardson, CPPO, CFCM
   Manager, Purchasing and Contracts

Date