

Issue Date: July 14, 2014

REQUEST FOR PROPOSALS
FOR
WEST ORANGE TRAIL BICYCLE CONCESSION SERVICES
TERM CONTRACT
RFP #Y14-155-ZM

The Orange County Board of County Commissioners, Orange County, Florida, invites interested parties to submit proposals **no later than 2:00 PM, Tuesday, August 12, 2014**, for providing West Orange Trail Bicycle Concession 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 Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Copies may be requested by phoning (407) 836-5635. Solicitations are also available for downloading from the Internet at: <http://apps.ocfl.net/orangebids/bidopen.asp> .

A **Mandatory Pre-Proposal Conference for Location A, Apopka Station** will be held on **Wednesday, July 23, 2014 at 9:30am**, located at 111 S. Forest Avenue, Apopka, Florida. Interested proposers are required to attend. **Proposers who fail to attend the mandatory pre-proposal conference shall be ineligible to compete for the award of a contract for Lot A under this solicitation.**

A **Mandatory Pre-Proposal Conference for Location(s) B & C, Winter Garden Station & Killarney Station** will be held on **Wednesday, July 23, 2014 at 11:00am**, located at 455 East Plant Street, Winter Garden, Florida. Interested proposers are required to attend. **Proposers who fail to attend the mandatory pre-proposal conference shall be ineligible to compete for the award of a contract for Lot B or C under this solicitation.**

Johnny Richardson, CPPO, CFCM
Manager, Procurement Division

NOTICE TO PROPOSERS

To ensure that your proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is 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.**

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REQUEST FOR PROPOSALS

FOR

WEST ORANGE TRAIL BICYCLE CONCESSION SERVICES TERM CONTRACT

RFP #Y14-155-ZM

PURPOSE

The Orange County Board of County Commissioners, Orange County, Florida, is soliciting for Contractor(s) to provide bicycle and other sports related concession services in designated locations throughout the West Orange Trail.

Award shall be made on a location by location basis to the highest ranking proposer for each location. Proposers may provide a proposal for a single location or multiple locations and are eligible for award of a single location or multiple locations.

INSTRUCTIONS TO PROPOSERS

Firms or companies desiring to provide services, as described in the Scope of Services, shall submit sealed proposals, one (1) original, eight (8) copies and one (1) electronic copy on CD or USB drive not later than **2:00 PM local time Tuesday, August 12, 2014**, to the Orange County Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, Florida 32801, (407) 836-5635.

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

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

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

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

TERMS AND CONDITIONS

1. ACCEPTANCE/REJECTION/CANCELLATION

The County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment best serves the interest of the County, or to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority. Orange County reserves the right, and the Manager of Procurement Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

2. CLARIFICATION

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

3. WITHDRAWAL OF PROPOSAL

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of 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. SEALED PROPOSALS

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

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

5. PROPOSAL PREPARATION

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

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 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:

- 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. 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.

- D. Professional Liability - The Contractor shall maintain professional liability (errors and omissions or medical malpractice) coverage with limits of not less than \$1,000,000 per occurrence
- E. **Third-Party Commercial Fidelity Bond (applicable to lump-sum funded grant programs) - The Contractor shall furnish a Commercial Fidelity Bond for Employee Dishonesty on a blanket basis with a minimum limit of \$1,000,000. The bond shall be endorsed to cover "Third-Party" liability including a third-party beneficiary clause in favor of the County. The bond shall include a minimum twelve (12) month discovery period when written on a loss sustained basis.** 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.

The County uses Ebix BPO to manage its insurance certificates and related documentation. Upon insurance expiration, Ebix BPO staff will notify the Contractor to request updated insurance certificate(s) and endorsement(s). The Contractor agrees that should a valid Insurance Certification be on file with Ebix, this contract will be added to that certification.

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
Attn: Procurement Division
400 E. South Street, 2nd Floor
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. ACCOUNTING SYSTEM

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds.

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

9. SHORTLISTS, PROTESTS and LOBBYING

The recommended award will be posted for review by interested parties at the Procurement Division and at:

<http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

- **Orange County Lobbyist Regulations General Information**
<http://www.ocfl.net/Portals/0/Resources/Internet/govern/Lobbying/docs/200814.pdf>

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

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

- **Orange County Protest Procedures**
http://www.orangecountyfl.net/Portals/0/Resources/Internet/DEPARTMENTS/County_Admin/docs/CodeCH17-313.pdf

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

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

10. PUBLIC ENTITY CRIME

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

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

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

11. 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.

12. TOBACCO FREE CAMPUS

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

13. CONTRACT TERM

It is the intent of the County to enter into a one (1) year term contract for one location or multiple locations, with renewal clauses for four (4) additional one (1) year terms for services as described herein.

14. 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).

15. EQUAL OPPORTUNITY

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

Further, the Contractor shall abide by the following provisions:

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

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

16. 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, by email to Zulay.Millan@ocfl.net, no later than 5:00 PM Monday, July 28, 2014 to the attention of Zulay Millan, Senior Purchasing Agent, Procurement Division, referencing the RFP number. When required the Procurement Division will issue an addendum to the Request for Proposals. The addendum will be available on the Internet for access by potential proposers. Proposers are instructed not to contact the initiating division directly. 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 Procurement Division Manager. **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.

17. 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:

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

Untimely debriefing requests will also be considered.

18. 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.

19. CONFIDENTIAL INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all proposers should be aware that Request for Proposals or Invitation for Bids and the responses thereto are in the public domain. **Proposers must identify specifically** any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law.**

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 in a tabbed binder as applicable.

Submit one (1) original, eight (8) copies and one (1) electronic copy on CD or USB drive for document management purposes. All responses and copies are to be submitted on 8 ½ x 11 paper, bound individually. If your response contains any information deemed confidential, in accordance with Chapter 119 of the Florida Statutes, provide an additional CD or USB drive with a redacted version of your response labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

Award shall be made on a location by location basis to the highest ranking proposer for each location. Proposers may provide a proposal for a single location or multiple locations and are eligible for award of a single location or multiple locations.

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

1. QUALIFICATION OF STAFF

- A. Provide a summary of all staff to be assigned to provide the required services and resumes for each describing experience, training and education in the required services.

2. QUALIFICATIONS OF FIRM

- A. A statement certifying a minimum of 1-year experience operating a retail store front or operating concession under contract by providing one of the following:
 - 1. List and brief description of similar sports equipment concession contract work satisfactorily completed with location, dates, names, addresses and telephone numbers and email addresses of owners.
 - 2. List and brief description of similar sports equipment retail ownership/operation of a storefront. This statement shall be accompanied by documentation in the form of a business license or tax receipt demonstrating this was a sports equipment retail storefront.
- B. List of equipment and inventory available to perform the scope of services.

3. TECHNICAL APPROACH

- A. Provide a brief description of the Proposer's approach to providing the services required.
- B. Provide a location analysis and marketing plan which details the anticipated use of any banners, signs, flags, flyers, websites, etc. specific to each location proposed (Killarney, Winter Garden and/or Apopka).
- C. Provide a list of proposed merchandise and rental items; include the proposed pricing schedule for the general public for the items listed.
- D. Confirm the Proposer's agreement to meet the minimum requirements of this Request for Proposals.

4. FEE SCHEDULE

Each proposer must complete and submit the Fee Schedule included herein as Attachment "B". **The percentage fee of gross sales proposed shall include ALL costs associated with performance of the contract including travel and out-of-pocket expenses.**

The fee shall be a single fixed percentage. Ranges or other escalating and/or de-escalating percentages will 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. A prime consultant may only use a graduate M/WBE to satisfy M/WBE participation in the following:

- For Professional Services in which estimated the overall contractual fees to be awarded to the prime in excess of \$500,000.
- Vertical construction projects in which the total prime contractor's estimate in excess of \$10,000,000.
- Horizontal construction projects in which the total prime contractor's estimate in excess of \$7,000,000.
- Other construction projects in which the total estimate is in excess \$7,000,000.

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

D. 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 subcontractors identified on the **SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM**. These Letters of Intent must indicate the scope of work to be performed by every M/WBE plus the percentage of the contract fees to be contracted to the listed subcontractor.

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

1. Incorporate a 72-hour prompt payment assurance provision and payment schedule in all contracts between the prime and sub-Contractors.
2. File copies of all executed subcontractor agreement/contracts between the prime and all M/WBE subcontractors on the project to Orange County Business Development Division.
3. The awarded prime Contractor shall furnish written documentation evidencing actual dollars paid to each subcontractor utilized by the prime Contractor on the project.

This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the prime Contractor prior to the issuance of final payment.

4. The prime Contractor shall submit an updated quarterly MWBE 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.
5. 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 subcontractor without written authorization of the County.
6. 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.
7. 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 subcontractors projected to perform five percent (5%) or more of the overall work as stated in the written Proposal. Such substitution, for any reason, after opening of the Proposal, and prior to award by the County, shall result in disqualification of the Proposal from further consideration for award, except in extraordinary circumstances. Examples of such circumstances are the subcontractors' firm going out of business; death of the owner of the firm; or the inability of the sub-Contractor to perform the work specified. Should such an occurrence arise, it must be substantiated, and the sub- substitution approved, by the County prior to contact execution.

Requests for substitution of subcontractors who are cumulatively scheduled to perform less than five percent (5%) of the over-all scope of services may be considered only prior to final scoring of Proposals by the Procurement Committee. Such requests for substitution must be in writing accompanied by a written withdrawal from the originally listed subcontractor.

Failure to comply with these requirements shall result in disqualification of the Proposal from further consideration for award. The Procurement Committee shall be the sole determinant regarding acceptance/rejection of requested substitutions.

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

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

6. LOCATION FORM

The Location Form determining proximity to the project site must be filled out and submitted with your proposal in order to receive credit for proximity to worksite.

7. CONFLICT OF INTEREST FORM

The attached Conflict/Non-Conflict of Interest and Litigation Statement (with any applicable attachments) shall be completed and submitted with you proposal.

8. ETHICS COMPLIANCE

The following forms are included in this solicitation and shall be completed and submitted with your proposal 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 Proposer shall not be awarded a contract unless this form has been completed and submitted.
- 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 your proposal.

No contract award will be made unless these forms have 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 these forms is attached to each for your information.

9. AUTHORIZED SIGNATORIES/NEGOTIATORS FORM

The Authorized Signatories/Negotiators Form is attached and shall be completed and submitted with your proposal.

10. DRUG-FREE WORKPLACE FORM

The Drug-Free Workplace Form is attached and shall be completed and submitted with your 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. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/portal/site/uscis>.

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

Therefore, by submission of a proposal in response to this solicitation, the Contractor 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.

12. 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 the attached Form WR- Section I, listing the number of welfare recipients to be hired fulltime and submit with their 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 shall 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.

13. BONUS POINTS FOR HIRING SERVICE-DISABLED VETERANS

Additional point consideration will be available for proposers who hire or subcontract with certified service-disabled veteran business enterprises and will receive the following point allocation:

- A. Certified service-disabled veteran business enterprise proposers competing as a prime contractor shall receive five (5) points;
- B. Certified service-disabled veteran business enterprise proposers with certified service-disabled veteran business enterprise sub-consultants on their team shall receive two points for each sub-consultant up to a maximum of ten (10) points;
- C. Proposers with registered SDV business enterprise sub-consultants on their team shall receive two points for each SDV sub-consultant up to a maximum of 5 SDV sub-consultants for a maximum of ten (10) points.

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

14. SELECTION – CRITERIA

The following criteria shall be applied to each location:

<u>CRITERIA</u>	<u>WEIGHT</u>
Qualifications of Staff	15
Qualification of Firm	15
Technical Approach	20
M/WBE Utilization	10
Location	10
Fee Proposal	30
TOTAL	100
Welfare Recipient Hires	5 Bonus Points
Service Disabled Veterans Hires	15 Bonus Points

SCOPE OF SERVICES

1. OVERVIEW

Contractor shall sell, rent and repair bicycles and related sports equipment at one or more of the following West Orange Trail Stations.

Apopka Station
111 S. Forest Avenue
Apopka, FL

Winter Garden Station
455 East Plant Street
Winter Garden, FL

Killarney Station
17914 Old SR 50
Winter Garden, FL

The Contractor shall have no exclusivity over any other concession contracts on the West Orange Trail.

Additionally, the Contractor shall provide cold drinks, packaged snacks and other related items subject to the approval of the County. Related items may include sport jerseys, shorts, hats and protective sun gear. Menu items and accessories shall be packaged and distributed in such a way as to reduce litter and environmental impact on park resources and wildlife. **No straws, glass bottles, Styrofoam cups, lids or individual condiment packets will be permitted.**

A sample list of merchandise to be rented, sold or repaired is attached.

2. OPERATING HOURS

The concession shall be operated seven (7) days per week and hours of operation shall be 9:00 am to 5:00 pm daily unless otherwise authorized by the County. Business hours shall be clearly posted in the facility.

In the event of an anticipated change in operating hours the Contractor shall provide to the Site Supervisor of the West Orange Trail a monthly schedule of anticipated operating hours, with justification for changes, no later than four (4) weeks prior than the requested effective date of the changes.

3. RESPONSE TIMES

Contractor shall provide to the Site Supervisor of the West Orange Trail written procedures for transportation of patrons and/or delivering working bikes when there are difficulties with rental bicycles from their location. The procedures shall include whom to contact first and secondary contacts including telephone numbers and approximate response time. The Contractor shall respond in person to the location of any incident involving their equipment and arrange for transport of renters and equipment within one (1) hour of notification.

4. MARKETING AND PROMOTIONAL MATERIALS

Any marketing and/or promotional materials used in conjunction with the concession business will be reviewed and approved by the County. Upon approval, the concessionaire shall submit any permit requirements along with fees to the local government municipalities.

5. CONCESSION FACILITY

- A. Concessionaire shall keep the concession area clean and up to acceptable custodial standards, including the ceiling, floors, lights, and windows. The County will be responsible for cleaning the restrooms.
- B. Concessionaire shall maintain his/her own telephone service with voicemail. Concessionaire shall also provide their own electronic security service. The County will be responsible for maintaining and paying for all other utilities.
- C. Concessionaire shall provide and maintain all equipment necessary for the operation of its concession, including an ice machine.
- D. Concessionaire shall not alter the concession facility in any way unless written permission is granted by the County; this includes heating/cooling, lighting or other operating fixtures/systems.
- E. Concessionaire shall not leave access doors open while HVAC is running, unless receiving a shipment.
- F. Concessionaire shall return the concession facility to its original condition repairing all damages to doors, floors, walls, windows and/or any County provided equipment.

6. SCHEDULE OF DELIVERABLES

- A. Response time procedure shall be furnished as an electronic copy to the County within 15 calendar days of contract award.
- B. Marketing and promotional materials shall be furnished as an electronic copy to the County for acceptance and approval within 15 calendar days of contract award.

FEE PROPOSAL FORM, RFP # Y14-155-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 defined in this solicitation for the amounts specified in this Fee Proposal Form.

NOTE: Proposers may provide a proposal for a single location or multiple locations. **The fee percentage proposed shall be a single fixed percentage. Ranges or other escalating and/or de-escalating percentages will not be accepted.**

<u>LOCATION A</u> APOPKA STATION	<u>Orange County Percentage of Gross Revenue Minus Taxes</u>		<u>Estimated Gross Revenue Minus Taxes</u>		<u>Total Annual Estimated Revenue (Payable to Orange County)</u>
1 Percentage of Revenue from Concession Operations	_____ %	X	\$59,000	=	\$ _____

LOCATION A - TOTAL ESTIMATED ANNUAL FEE (PAYABLE TO ORANGE COUNTY) \$ _____

<u>LOCATION B</u> WINTER GARDEN STATION	<u>Orange County Percentage of Gross Revenue Minus Taxes</u>		<u>Estimated Gross Revenue Minus Taxes</u>		<u>Total Annual Estimated Revenue (Payable to Orange County)</u>
2 Percentage of Revenue from Concession Operations	_____ %	X	\$12,000	=	\$ _____

LOCATION B - TOTAL ESTIMATED ANNUAL FEE (PAYABLE TO ORANGE COUNTY) \$ _____

Company Name

FEE PROPOSAL FORM, RFP # Y14-155-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 defined in this solicitation for the amounts specified in this Fee Proposal Form.

NOTE: Proposers may provide a proposal for a single location or multiple locations. **The fee percentage proposed shall be a single fixed percentage. Ranges or other escalating and/or de-escalating percentages will not be accepted.**

<u>LOCATION C</u>		Orange County Percentage of Gross Revenue Minus Taxes		Estimated Gross Revenue Minus Taxes		Total Annual Estimated Revenue (Payable to Orange County)
KILLARNEY STATION						
3	Percentage of Revenue from Concession Operations	_____ %	X	\$130,000	=	\$ _____
LOCATION C- TOTAL ESTIMATED ANNUAL FEE (PAYABLE TO ORANGE COUNTY)						\$ _____

Company Name

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____ Cell Phone Number: _____

Residence Telephone Number: _____

ACKNOWLEDGEMENT OF ADDENDA

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

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

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

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

RFP Y14-155-ZM WEST ORANGE BICYCLE CONCESSION SERVICES

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.

JOB CATEGORIES	MAJORITY		MINORITY MALES				MINORITY FEMALES				TOTAL
	White Male	White Female	Black	Hispanic	American Indian	Asian American	Black	Hispanic	American Indian	Asian American	
Officials, Mgrs. Supervisors											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftsman (Skilled)											
Operatives (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
Apprentices											
Interns/Co-Ops											
Wages to Work Employees											
TOTAL											
Changes Since Last Report											

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: _____ (Name/Title (Printed or Typed)) _____ (Signature)

SCHEDULE OF SUB-CONTRACTING - M/WBE PARTICIPATION FORM

RFP Y14-155-ZM WEST ORANGE BICYCLE CONCESSION SERVICES

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

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

Name of Subcontractor	Address	Type of Work to be Performed	Percent of Contract Amount to be Subcontracted	M/WBE Designation Or Majority Owner

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

Company Name: _____

Signature: _____

Date: _____

SCHEDULE OF SUB-CONTRACTING - SERVICE-DISABLED VETERANS FORM

RFP Y14-155-ZM WEST ORANGE BICYCLE CONCESSION SERVICES

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

Name of Subcontractor	Address	Type of Work to be Performed	Percent of Contract Amount to be Subcontracted

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

Company Name: _____

Signature: _____

Date: _____

LOCATION

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

	<u>PRIME CONTRACTOR</u>	<u>PERCENTAGE OF WORK ASSIGNED</u>
1.	Name: _____	_____ %
	Address: _____ City: _____ County: _____ State/Zip: _____	
2.	Name: _____	_____ %
	Address: _____ City: _____ County: _____ State/Zip: _____	
3.	Name: _____	_____ %
	Address: _____ City: _____ County: _____ State/Zip: _____	
4.	Name: _____	_____ %
	Address: _____ City: _____ County: _____ State/Zip: _____	

	<u>SUBCONTRACTOR / SUBCONTRACTOR</u>	
1.	Name: _____	_____ %
	Address: _____ City: _____ County: _____ State/Zip: _____	
2.	Name: _____	_____ %
	Address: _____ City: _____ County: _____ State/Zip: _____	
3.	Name: _____	_____ %
	Address: _____ City: _____ County: _____ State/Zip: _____	
4.	Name: _____	_____ %
	Address: _____ City: _____ County: _____ State/Zip: _____	
	Total Percentage (Must Equal 100%) (Use additional pages if necessary)	_____ %

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

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

OR

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

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

AUTHORIZED SIGNATORIES/NEGOTIATORS

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

Name	Title	Telephone Number/Email

_____ (Signature)	_____ (Date)
----------------------	-----------------

(Title)

(Name of Business)

The Bidder shall complete and submit the following information with the bid:

Type of Organization

Sole Proprietorship Partnership Non-Profit
 Joint Venture Corporation

State of Incorporation: _____

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

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

Federal I.D. number is _____

DRUG-FREE WORKPLACE FORM

The undersigned Bidder, 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

**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

LETTER OF INTENT

(VERIFICATION OF MWBE UTILIZATION)

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

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

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

M/WBE Sub-Contractor
Specific Scope(s) of Work
Subcontract Percentage/Amount

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		
City	State	Zip Code
Phone Number	Fax Number	

LETTER OF INTENT

(VERIFICATION OF SERVICE-DISABLED VETERAN UTILIZATION)

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

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

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

Service-Disabled Veteran Sub-Contractor
Specific Scope(s) of Work
Subcontract Percentage/Amount

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 Service-Disabled Veteran Business requirements contained in the Orange County's Service-Disabled Veteran Business Ordinance, No. 2011-11 and any subsequent amendments.

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

Authorized Agent of Prime Contractor	Date	
Printed Name & Title		
Authorized Agent of Service-Disabled Veteran Sub-Contractor	Date	
Printed Name & Title		
Service-Disabled Veteran Address		
City	State	Zip Code
Phone Number	Fax Number	

E VERIFICATION CERTIFICATION

Contract No.Y14-155-ZM

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.Y14-155-ZM, WEST ORANGE BICYCLE CONCESSION 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 PROPOSER**

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

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

Part I

INFORMATION ON PROPOSER:

Legal Name of Applicant:

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

Business Phone: () _____

Facsimile: () _____

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

Name of Applicant's Authorized Agent:

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

Business Phone: () _____

Facsimile: () _____

Part II

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

___ **YES** ___ **NO**

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

___ **YES** ___ **NO**

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

___ **YES** ___ **NO**

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

(Use additional sheets of paper if necessary)

For Staff Use Only:

Date Submitted _____
Date Updated _____
Bid Number # _____

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 Bidder
Date

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

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

Staff signature and date of receipt of form

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

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
RELATIONSHIP DISCLOSURE FORM

Updated 6-28-11

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

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

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

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

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

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

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

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any

national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

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

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

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

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

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

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

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

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

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division

processing the application not less than seven (7) days prior to the scheduled BCC agenda date so that it may be incorporated into the BCC agenda packet. When the matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the BCC agenda packet, the applicant is obligated to verbally present such update to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

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

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

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

CONCLUSION:

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

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

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.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
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 Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date

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

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

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

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

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

Staff signature and date of receipt of form

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

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

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

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

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

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

WHO NEEDS TO FILE THE SPR?

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

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

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

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

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

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

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

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

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

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

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

The information disclosed on the SPR and any updates will be a public record as defined by Chapter 119, Florida Statutes, and therefore may be inspected by any interested person. Also, the information will be made available to the Mayor and the

BCC members. This information will accompany the other information for the principal's project or item.

CONCLUSION:

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

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

AGENT AUTHORIZATION FORM

I/We, (Print Bidder name) _____, Do hereby authorize (print agent's name), _____, to act as my/our agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (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.

Signature of Bidder

Date

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

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

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: _____

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

Name Of Additional Insured Person(s) Or Organization(s)
<i>The following are additional insured under the Professional Liability section of this policy (already included under the GL by form #86571).</i>
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;
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;
STUDENTS IN TRAINING WHILE PREFORMING DUTIES AS INSTRUCTED BY THE NAMED INSURED;
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:
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

Name Of Additional Insured Person(s) Or Organization(s)
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ATTN: PROCUREMENT DIVISION 400 E. SOUTH STREET, 2 ND FLOOR ORLANDO, FL 32801
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 your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT D

WORKERS COMPENSTION AND EMPLOYEES LIABILITY
INSURANCE POLICY WC 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
ATTN: PROCUREMENT DIVISION
400 E. SOUTH STREET, 2ND FLOOR
ORLANDO, FL 32801

© 1983 National Council on Compensation Insurance, Inc.

©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
ATTN: PROCUREMENT DIVISION
400 E. SOUTH STREET, 2ND FLOOR
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 # Y__ - _____

This Contract is made as of the ____ day of _____, 2014 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 CONTRACTOR.

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

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide West Orange Trail Bicycle Concession Services at _____, as more specifically set forth in the Scope of Services detailed in Exhibit "A" and the Contractor's Proposal dated _____.

The COUNTY'S representative/liaison during the performance of this Contract shall be _____, telephone no. _____.

ARTICLE 2 - SCHEDULE

The CONTRACTOR 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 additional periods up to a cumulative total of _____ (____) years at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this contract.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. Concessionaire shall make monthly payments to the Site Supervisor of the West Orange Trail. Payments shall be submitted by the 5th day of the following month and shall include a daily sales record on the form provided by Orange County Parks and Recreation Division. Checks shall be made payable to:

Orange County Board of County Commissioners
West Orange Trail
501 Crown Point Cross Road
Winter Garden, FL 34787

- B. The Contractor shall supply a report of daily sales records on a monthly basis to the Site Supervisor of the West Orange Trail as to the dollar amount of each transaction under this contract. Failure to supply said report shall be cause for termination of the contract.

ARTICLE 4 - TRUTH IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR, terminate this contract for default in whole or in part (delivery orders, if applicable) if the CONTRACTOR 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 CONTRACTOR through the Manager, Procurement Division, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONTRACTOR in accordance with the County's Procurement Ordinance. The CONTRACTOR and its sureties (if any) shall be liable for any damage to the COUNTY resulting from the CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR shall:

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

Neither CONTRACTOR nor COUNTY shall be liable, nor may cancel this contract for default, when delays arise out of causes beyond the control of CONTRACTOR 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 CONTRACTOR is delayed in its performance as a result of the above causes, COUNTY, shall upon written request of CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR 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 hereafter shall be performed by the CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

ARTICLE 7 – SUBCONTRACTING AND MINORITY/WOMEN EMPLOYMENT PARTICIPATION

- A. The CONTRACTOR shall be responsible for reporting Minority/Women Business Enterprise (M/WBE) sub-CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall furnish written documentation evidencing actual dollars paid to **all sub-consultants** 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 MWBE participation achieved by the prime CONTRACTOR prior to the issuance of final payment.
- E. In the event a certified M/WBE sub-consultant's subcontract is terminated for convenience, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall:
1. Submit copies of executed contracts between the CONTRACTOR 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 CONTRACTOR and sub-consultants (including those with non-M/WBE's) stating that payment will be made to the sub-CONTRACTOR within 72 hours of receipt of payment from the COUNTY. The CONTRACTOR shall pay each sub-CONTRACTOR for all work covered under an invoice within the 72 hour time frame.
- G. By entering into this contract, the CONTRACTOR affirmatively commits to comply with the M/WBE subcontracting requirements submitted with his/her Proposal. The failure of the CONTRACTOR/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, Procurement Division.

ARTICLE 8 – SERVICE-DISABLED VETERAN (SDV) REPORTING

The prime CONTRACTOR/CONTRACTOR shall be responsible for reporting (SDV) sub-consultant contract dollar amount(s) for the SDV firms(s) listed in the document by submitting appropriate documents evidencing contract award of work to the Business Development Division (BDD). The report(s) shall be submitted in the (BDD) with a copy to the representative within ten (10) days after issuance of individual assignments or task authorizations-

- A. The CONTRACTOR shall be responsible for reporting SDV sub-CONTRACTOR contract dollar amount(s) for the SDV 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 BDD. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the COUNTY. Quarterly updated utilization report shall be submitted every quarter during the term of the contract.

- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the BDD, with a copy to the COUNTY'S designated representative, within ten (10) calendar days after COUNTY'S execution.

The awarded prime CONTRACTOR shall furnish written documentation evidencing actual dollars paid to **all sub-consultants** utilized by the 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 SDV participation achieved by the CONTRACTOR prior to the issuance of final payment.

- C. In the event a registered SDV sub-consultant's subcontract is terminated for convenience, the CONTRACTOR shall call and submit a letter to the BDD from the terminated sub-consultant evidencing their concurrence with the termination. In the event a registered SDV sub-consultant's subcontract is terminated for cause, the CONTRACTOR shall justify the replacement of that sub-consultant, in writing to the BDD, accompanied by the Project Manager's recommendation or consent to termination.

- D. It is the intent of the COUNTY to insure prompt payment of all sub-consultants working on COUNTY projects. The CONTRACTOR shall:

1. Submit copies of executed contracts between the CONTRACTOR and all of its SDV sub-consultants to the BDD.
2. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONTRACTOR and SDV sub-consultants (stating that payment will be made to the sub-CONTRACTOR within 72 hours of receipt of payment from the COUNTY. The CONTRACTOR shall pay each sub-CONTRACTOR for all work covered under an invoice within the 72 hour time frame.

- E. By entering into this contract, the CONTRACTOR affirmatively commits to comply with the SDV requirements submitted with his/her Proposal. The failure of the CONTRACTOR/CONTRACTOR to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

ARTICLE 9 - 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 CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for

materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONTRACTOR 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 10 - 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 11 - INSURANCE REQUIREMENTS:

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

The Contractor 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:

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

The County uses Ebix BPO to manage its insurance certificates and related documentation. Upon insurance expiration, Ebix BPO staff will notify the Contractor to request updated insurance certificate(s) and endorsement(s). The Contractor agrees that should a valid Insurance Certification be on file with Ebix, this contract will be added to that certification.

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
Attn: Procurement Division
400 E. South Street, 2nd Floor
Orlando, Florida 32801

ARTICLE 12 - INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR 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 CONTRACTOR 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 13 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR.

ARTICLE 14 - 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 15 - CONFLICT OF INTEREST

The CONTRACTOR 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 CONTRACTOR further represents that no person having any interest shall be employed for said performance.

The CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of the notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR 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 CONTRACTOR under the terms of this Contract.

ARTICLE 16 - EXCUSABLE DELAYS

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR warrants that it has not employed or retrained any company or person, other than a bona fide employee working solely for the CONTRACTOR 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 CONTRACTOR, 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 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 sub-consultants 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 sub-consultants used to procure goods or services under the contract with the COUNTY. CONTRACTOR 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 CONTRACTOR shall abide by the following provisions:

- A. The CONTRACTOR shall represent that the CONTRACTOR has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The CONTRACTOR shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.
- C. The provisions of the prime contract shall be incorporate by the CONTRACTOR into the contracts of any applicable subcontractors.

ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR of the COUNTY'S notification of a contemplated change, the CONTRACTOR 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 CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONTRACTOR 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 CONTRACTOR 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

CONTRACTOR has committed to hire _____ () ZuCan participants residing in Orange County, Florida. Therefore, within five (5) days after contract award,

CONTRACTOR shall contact the Orange County Business Development Liaison (BDD) at (407) 836-7317 to assist with meeting this requirement. The BDD Liaison will work with the ZuCan staff and the CONTRACTOR to ensure that the process is properly adhered until all requirements have been met. ZuCan participants may be employed in any position within the firm but must be hired on a fulltime basis.

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, COUNTY may periodically request submission of certified payrolls to

confirm the employment status of program participants.

ARTICLE 29 - REQUIREMENTS CONTRACT

This is a Requirements Contract and the COUNTY shall order from the CONTRACTOR all of the supplies and/or services specified in the contract's price schedule that are required to be purchased by the COUNTY. If the COUNTY urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the CONTRACTOR will not accept an order providing for accelerated delivery, the COUNTY may acquire the goods or services from another source.

Except as this contract may otherwise provide, if the COUNTY'S requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

ARTICLE 30 - 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 Procurement Division 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 Procurement Division 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 Procurement Division Manager shall render the final decision within sixty (60) days after receipt of Contractor's/Consultant's written request

for a final decision. The Procurement Division 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 Procurement Division.

ARTICLE 31 - TOBACCO FREE CAMPUS

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

ARTICLE 32 – 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.

ARTICLE 33 – LAWS AND REGULATIONS

All applicable Federal and State laws, municipal and County ordinances shall apply to the solicitation and Contract.

ARTICLE 34 – ADDENDA

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

ARTICLE 35 – PRICE ESCALATION

The County will allow a price escalation provision within this award.

The original proposed prices shall be firm for a minimum 3-year period. A price escalation/de-escalation will be considered three (3) years after the beginning of the initial award period and at 1-year intervals thereafter, provided the Contractor notifies the County, in writing, of the pending price escalation/de-escalation a minimum of 30 days prior to the effective date of the price escalation/de-escalation. Any increased price adjustment(s) must be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. The base period for any requested adjustment shall be the beginning of the latest period during which an adjustment may have been

made. For example, if annual adjustments may be requested under a three-year contract and none is requested after the first two years, the base period for an adjustment effective the third year shall be the beginning of the second year. All requests for price adjustment(s) shall be supported by Consumer Price Index and/or Producer Price Index documentation supporting the requested increase. The maximum allowable increase shall not exceed 4%. All price adjustments must be accepted by the Manager, Procurement Division and shall be accomplished by written amendment to this contract.

If, at the point of exercising the price escalation provision, market media indicators show that the prices have decreased, and that the Contractor has not passed the decrease on to the County, the County reserves the right to place the Contractor in default, cancel the award, and remove the Contractor from the County Vendor List for a period of time deemed suitable by the County. In the event of this occurrence, the County further reserves the right to utilize any and/or all options as stated herein.

ARTICLE 36 - LICENSES AND PERMITS

Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the Contractor to obtain, at no additional cost to Orange County, any and all licenses and permits required to complete this contractual service. These licenses and permits shall be readily available for review by the Procurement Division Manager or authorized designee.

ARTICLE 37 - CODES AND REGULATIONS

The Contractor shall strictly comply with all Federal, State and local building and safety codes.

ARTICLE 38 - COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Bidder certifies that all material, equipment, etc., contained in their bid meets all OSHA requirements. Bidder further certifies that if they are the awarded Contractor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Contractor.

ARTICLE 39 - SAFETY AND PROTECTION OF PROPERTY

The Contractor shall at all times:

- A. Initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.
- B. Take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.

- C. Take all reasonable precautions to prevent damage or loss to property of Orange County, or of other Contractors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.
- D. Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:
 - o Occupational Safety and Health Act (OSHA)
 - o National Institute for Occupational Safety & Health (NIOSH)
 - o National Fire Protection Association (NFPA)
 - o American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)
- E. The Contractor shall also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address listed below:

<http://www.orangecountyfl.net/YourLocalGovernment/CountyDepartments/OfficeofAccountability/RiskManagement/SafetyandHealthManual.aspx>

ARTICLE 40 - 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:

and if sent to the CONTRACTOR 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 CONTRACTOR has hereunto set its hand the day and year above written.

CONTRACTOR:

ORANGE COUNTY, FLORIDA:

Company Name

Johnny Richardson, CPPO, CFCM
Procurement Division Manager

Signature

Date

Typed Name

Title

Date