

ISSUE DATE: April 16, 2014

**NOTICE**

**REQUEST FOR PROPOSALS**

**FOR**

**ORANGE COUNTY CONVENTION CENTER (OCCC) MARKET FEASIBILITY STUDY  
AND CAMPUS MASTER PLAN PROGRAM**

**RFP #Y14-809-SB**

The Board of County Commissioners, Orange County, Florida, is accepting sealed Proposals to be received **NO LATER THAN 2:00 P.M. (local time) on May 20, 2014, for ORANGE COUNTY CONVENTION CENTER (OCCC) MARKET FEASIBILITY STUDY AND CAMPUS MASTER PLAN PROGRAM.**

**A Pre-Proposal Conference** will be held **April 30, 2014, at 1:30 P.M.** at the **Orange County Convention Center, North Building, Room N220, 9400 Universal Boulevard, Orlando, FL 32819.** Interested Proposers are encouraged to attend.

Proposals will be accepted at:

Orange County Procurement Division  
Internal Operations Centre II  
400 East South Street, Second Floor  
Orlando, Florida 32801  
(407) 836-5635

Copies of the Request for Proposals may be obtained from the Orange County Procurement Division at the above address. Copies may also be requested by phone (407) 836-5635 or faxing a request to (407) 836-5899.

NOTE: This Request for Proposals is available for downloading from the internet at [orangecountyfl.net](http://orangecountyfl.net).

**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 Sally Bergman at (407) 836-5634 or Email: [Sally.Bergman@ocfl.net](mailto:Sally.Bergman@ocfl.net). **You may contact Sally Bergman at any time during this process, including during the blackout period.**

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REQUEST FOR PROPOSALS  
ORANGE COUNTY CONVENTION CENTER (OCCC) MARKET FEASIBILITY STUDY  
AND CAMPUS MASTER PLAN PROGRAM  
RFP # Y14-809-SB

**PURPOSE:**

The Board of County Commissioners, Orange County, Florida, is soliciting Proposals to provide ORANGE COUNTY CONVENTION CENTER (OCCC) MARKET FEASIBILITY STUDY AND CAMPUS MASTER PLAN PROGRAM.

**INSTRUCTIONS TO PROPOSERS:**

1. Firms or companies desiring to provide services, as described herein, shall submit Proposals in an original (clearly marked) and nine (9) copies (a total of 10 copies) not later than 2:00 P.M. local time May 20, 2014, to:

Orange County Procurement Division  
Internal Operations Centre II  
400 E. South Street, 2<sup>nd</sup> Floor  
Orlando, Florida 32801

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

A Pre-Proposal Conference will be conducted on April 30, 2014, at 1:30 P.M., **A Pre-Proposal Conference will be held April 30, 2014, at 1:30 P.M. at the Orange County Convention Center, North Building, Room N220, 9400 Universal Boulevard, Orlando, FL 32819.** Interested Proposers are urged to attend.

2. The time and date for receipt of Proposals will be strictly observed. The County shall not be responsible for late deliveries or mail delays. The time/date stamp clock in the Procurement Division shall serve as the official authority to determine timeliness of the Proposal.
3. **The decision to refuse to consider a bid or proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County (Procurement Ordinance).**
4. Proposals received after the specified time and date shall be returned unopened. The decision to refuse to consider a bid or proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County (Procurement Ordinance). All Proposals will be opened publicly and the names of all Proposers shall be read aloud.

5. Proposers must submit ONLY the attached forms, lettered A through P, in the same order as presented herein. Failure to submit all forms may result in disqualification of your Proposal. **However, failure to submit forms B, C, D, E, F, H and J may negatively impact the evaluation of the Proposal.**

This shall also apply to Form K if the Proposer is submitting as a Joint Venture. The County shall not be responsible for re-calculation or interpretations of information provided on any form.

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

6. Modification or alteration of the documents contained in this solicitation or the contract resulting from this solicitation shall only be made upon receipt of prior written consent of the County.
7. The submission of GSA Forms 254 or 255 are not acceptable. The submission of these forms shall result in disqualification of your Proposal as non-responsive.
8. Proposers are instructed NOT to include pictures, drawings, graphs, dividers or table of contents. Submittal of pictures, drawings, graphs, dividers and/or table of contents may result in disqualification of your Proposal as non-responsive. Do not use a cover or binder. Use one (1) staple in UPPER left-hand corner only.
9. With respect to Forms D, E, F and H, no sideways printing on pages will be permitted. Also with respect to Forms D, E, F and H, print must be no smaller than 12 point when using a computer, or must be 10 pitch when using a typewriter.
10. Faxed Proposals shall be rejected as non-responsive, regardless of where the fax is received.
11. Proposers must indicate on their Proposal envelope the following:  
Request for Proposal Number Y14-809-SB  
Date of Opening - May 20, 2014  
Name of Proposer  
Return Address of the Proposer
12. Proposers shall not contact any member of the Orange County Procurement Committee or any staff (except as provided below) regarding this Proposal until such time as a contract is awarded. All inquiries pertaining to this Request for Proposal must be directed through the Procurement Division.
13. Questions concerning this Request for Proposals must be directed to Sally Bergman, Senior Contract Administrator, (407) 836-5634 or email >@ocfl.net. Any Proposer who initiates any discussions with staff in any manner other than that described above is subject to disqualification from this procurement.
14. Information regarding Procurement Committee scheduling and Board approvals are available by calling the Procurement Division Reception Desk at (407) 836-5635 or by accessing the Procurement Committee schedule at <http://apps.ocfl.net/OrangeBids/Procurement/default.asp>. Also, an email notice of the Procurement Committee meeting will be sent to all Proposers.

15. Technical concerns/questions shall be submitted in writing, no later than 4:00 p.m. on May 9, 2014 to:

Sally Bergman, Supervisor, Contracts Section  
Procurement Division  
400 E. South Street, 2<sup>nd</sup> Floor  
Orlando, Florida 32801  
Email: [Sally.Bergman@OCFL.net](mailto:Sally.Bergman@OCFL.net)

**You may contact Sally Bergman at any time during this process, including during the black out period.**

16. ORAL INTERPRETATION

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

17. DRUG FREE WORKPLACE

The selected firm must provide the Drug Free Workplace Form (Form L), in accordance with Florida Statute 287.087, prior to contract award.

18. DRAFT CONTRACT

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

19. SOLICITATION CANCELLATIONS

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

#### **TERMS AND CONDITIONS:**

1. A minimum coverage of Professional Liability Insurance in the amount of \$1,000,000 (with a deductible permitted not in excess of 10% of project cost or \$25,000 whichever is smaller will be required for this project.
2. Selection shall be in accordance with F.S. 287.055 and the County's adopted selection procedures.

3. The County reserves the right to accept or reject any or all Proposals that it may in its sole discretion deem non responsive, to waive technicalities, or to accept the Proposal which, in its sole judgment, is most advantageous and best serves the over-all interests of the County.
4. The County reserves the right to request clarification of information submitted and to request additional information of one or more Proposers after the deadline for receipt of Proposals.
5. Any Proposal may be withdrawn until the date and time set above for the submission of the Proposals.
6. By submission of a Proposal, the Proposer agrees that all costs associated with the preparation of his/her Proposal will be the sole responsibility of the Proposer. The Proposer also agrees that the County bears no responsibility for any costs associated with the preparation of the Proposal and/or any administrative or judicial proceedings resulting from the solicitation process.
7. Proposers must not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.
8. **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 27% utilization of certified minority/women business enterprise is applicable to this project. The Ordinance also addresses minority/women group employment levels setting goals to encourage each Proposer to maintain 24% minority and women employee workforce levels in specific categories.
  - B. All participating M/WBE firms must be **currently certified by Orange County**. The Business Development Division's most recent M/WBE directory is available by e-mail or through the Orange County web site at OrangeCountyfl.net. **Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola Counties) are eligible for Orange County certification. All firms must be Orange County certified at time of submittal of the Proposal and must be certified in the area(s) for which they will be used.** If a firm claims to be certified, but is not listed in the Directory the Proposer should obtain a copy of their Orange County Certificate and/or contact the Business Development Division at (407) 836-7317 for verification of certification.
  - C. Effective August 1, 2003, the County has implemented a graduation program whereby M/WBE firms designated as graduates can participate in the M/WBE program only on specified projects. All professional service solicitations for which the County has estimated the overall contractual fees to be awarded to the prime in excess of \$500,000 are eligible for graduate M/WBE participation. The prime consultant will receive full M/WBE credit for the use of graduate MWBE's that meet all other requirements The contract solicited through this RFP is estimated to be valued over \$500,000 and therefore, graduate M/WBE's are eligible to participate.

It is the proposing firm's responsibility to 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** (Form M) with their Proposal for all **current Orange County certified M/WBE subconsultants** identified on Form B. These Letters of Intent must indicate the scope of work to be performed by every M/WBE plus the percentage of the contract fees to be contracted to the listed subconsultant.
- F. The awarded prime consultant's responsibilities and requirements are itemized below:
  - i. Incorporate a 72 hour prompt payment assurance provision and payment schedule in all contracts between the prime and subconsultants.
  - ii. File copies of **all executed subconsultant agreement/contracts** between the **prime and all M/WBE subconsultants on the project** to Orange County Business Development Division.
  - iii. The awarded prime consultant shall furnish written documentation evidencing actual dollars paid to each subconsultant utilized by the prime consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the prime consultant prior to the issuance of final payment.
  - iv. The Prime Consultant 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. Payment applications, task authorizations and contract renewals may be delayed if these reports are not submitted every quarter in a timely manner until completion of project indicating final report.
  - v. The awarded prime consultant 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 subconsultant without written authorization of the county. The prime consultant shall notify the Business Development Division of any additional awards to the M/WBE firm on the prime consultant's team and the addition of any new M/WBE firm to the prime consultant's team on that project.

- vi. The prime consultant shall expeditiously advise all M/WBE's and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the M/WBE firm on their team.

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

9. The Proposer understands that this RFP does not constitute an agreement or contract with the Proposer.
10. Any Proposer who submits in its Proposal to the County any information that is determined by the County, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect may be disqualified from consideration.
11. **SHORTLISTS, PROTESTS AND LOBBYING:** The recommended short list of firms, rank by score, highest to lowest, will be posted for review by interested parties at the Procurement Division and at <http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain for a period of five full business days. Failure to file a protest to the Procurement Division Manager by 5:00 PM on the fifth full business day after the posting date shall constitute a waiver of protest proceedings. Additional information relative to protests can be found at the following site:  
<http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx>

#### **Orange County Lobbyist Regulations General Information –**

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

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

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

#### **12. ETHICS COMPLIANCE**

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

- a. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in Section 2-351, Orange County Code. This form shall be completed and submitted with any bid, proposal or other response to an Orange County solicitation.



The bidder, proposer or responder to the solicitation shall not be awarded a contract unless this form has been completed and submitted. Any questions concerning this form shall be addressed to the purchasing agent or contract administrator identified in the applicable solicitation. Also, a listing of the most frequently asked questions concerning this form is attached for your information.

b. Relationship **Disclosure Form** – **The purpose of this form is to document any relationships between a bidder, proposer or responder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners.** This form shall be completed and submitted with the applicable bid, proposal or response to an Orange County solicitation. No contract award will be made unless this form has been completed and submitted. Any questions concerning this form shall be addressed to the purchasing agent or contract administrator identified in the applicable solicitation. Also, a listing of the most frequently asked questions concerning this form is attached for your information.

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

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

15. PUBLIC ENTITY CRIME STATEMENT (FS 287.133):

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

16. SUBCONSULTANTS

Proposers shall list all proposed subconsultants to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work subcontracted (discipline, trade or commodity), proposed percentage of work, and the M/WBE or Majority designation (M/WBE or Non-M/WBE). Form B is provided for this information.

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

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

17. Failure of any Proposer to comply with the INSTRUCTIONS TO PROPOSERS and TERMS AND CONDITIONS of this Request for Proposal, unless specifically identified as a mandatory requirement by the word "shall", may render the Proposal non-responsive and ineligible from further consideration.

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

19. BONUS POINTS FOR HIRING OF WELFARE RECIPIENTS

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

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

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

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

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

20. BONUS POINTS FOR HIRING SERVICE-DISABLED VETERANS

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

(1) Certified service-disabled veteran business enterprise proposers competing as a prime contractor shall receive five (5) points;

(2) 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;

(3) 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.

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

21. CONTRACT AWARD CRITERIA – Project Specific Professional Service. The County will award a single contract for this requirement.

22. The Project Manager and Project Market Feasibility Analyst must be two different individuals. The Project Manager must be currently employed by the Prime Consultant, and must be either a Professional AICP Certified Planner or a Professional Licensed Architect.

23. REFERENCE CHECKS

The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced project. Contact persons must have been informed that they are being used as a reference and that the County may be calling or emailing them. More than one person can be listed but all must have knowledge of the project.

DO NOT list principals or officers who will not be able to answer specific questions regarding the project. Failure of references listed to respond to the County's inquires may negatively impact the rating of the Proposal. The reference shall be the owner or a representative of the owner. An owner's representative is defined as a firm or individual hired by the owner to oversee the design or construction oversight services performed by the prime consultant. Consultants or contractors who provided services under the referenced project (contract) shall not be accepted as references unless they were hired as the owner's representative for the referenced project (contract).

24. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person performing services under this contract, the CONSULTANT shall (a) utilize the U.S. Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all employees within the State of Florida that are hired by the CONSULTANT after the execution of the contract who are providing labor under the contract during the contract term; and, (b) ensure that all of its sub-consultants utilize E-Verify to verify the employment eligibility of all employees within the State of Florida of any of those sub-consultants who are hired by those sub-consultants after the execution of the contract, and who are providing labor under the contract during the contract term. 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 proposal in response to this solicitation, the CONSULTANT confirms that all employees in the above categories will undergo E-Verification before performing labor under this contract. Form P is provided for this information and shall be completed and submitted with the proposal.

## 25. WEIGHTED CRITERIA

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

<u>Criteria</u>	<u>Weight</u>
Similar Projects Completed by the Proposed Project Manager (Form D)	15
Similar Projects Completed by the Proposed Project Market Feasibility Analyst (Form E)	10
Skills and Experience of the Project Team (Form F)	15
M/WBE Participation (Form B, J, K, M)	15
Location (Form C)	10
Volume of Work Previously Awarded by the County	5
Approach, Understanding, Scope Response (Form H)	30
TOTAL	100

26. SIMILAR PROJECTS

**A. SIMILAR PROJECTS FOR THE PROPOSED PROJECT MANAGER**

“Similar Projects” for the purposes of this Request for Proposals has been defined as a project successfully completed within the last fifteen years for:

A Campus Master Plan Study for an existing convention center within a major Convention Destination, (centers located in metropolitan area with at least 30,000 hotel rooms and contains more than 500,000 s.f. of exhibit space), or entertainment, retail, hospitality or sports complex which contains 250,000 s.f. of meeting space or a minimum of 500,000 General Assembly space and included the following elements:

1. Space Utilization Analysis
2. Repurposing of Existing Assets Analysis/Additional Programmatic Spaces
3. Pedestrian Circulation and Connectivity Analysis
4. Traffic Circulation Analysis
5. Freight Delivery/Staging Area Analysis
6. Parking Request Analysis
7. Budget for Design & Construction for Implementation of Program Recommendation
8. Technology Requirement Analysis
9. Report Preparation
10. Formal Presentations

**The following criteria shall apply:**

- a. For similar projects to be considered for one (1) point, the first seven (7) project elements listed above shall have been successfully completed. For similar projects to be considered for one-half (1/2) point, five (5) of the project elements above must have been successfully completed. Those projects with less than five (5) of the project elements will receive zero (0) points for that project.
- b. No more than three (3) Similar Projects shall be submitted for evaluation of the proposed Project Manager. If more than three (3) Similar Projects are submitted, only the first three listed shall be considered for evaluation.
- c. At least one (1) of the similar project master plans shall have been implemented.

## **B. SIMILAR PROJECTS FOR THE PROPOSED MARKET FEASIBILITY ANALYST**

“Similar Projects” for the purposes of this Request for Proposals has been defined as a project successfully completed within the last fifteen years for:

A Campus Market Feasibility Study for an existing convention center within a major Convention Destination, (centers located in metropolitan area with at least 30,000 hotel rooms and contains more than 500,000 s.f. of exhibit space), or entertainment, retail, hospitality or sports complex which contains 250,000 s.f. of meeting space or a minimum of 500,000 General Assembly space and included the following elements:

1. Analysis of Facilities Necessary to Increase Market Share
2. Long-Range Market Demand Analysis and Booking Strategies
3. Comparable/Competitive Facility Analysis
4. Report Preparation

### **The following criteria shall apply:**

1. For similar projects to be considered for one (1) point, all four project elements must have been successfully completed. For similar projects to be considered for one-half (1/2) point, two (2) of elements 1, 2 or 3 listed above must have been successfully completed. Those projects with less than two (2) of elements 1, 2 or 3 above will receive zero (0) points for that project.
2. No more than three (3) Similar Projects shall be submitted for evaluation of the proposed Project Manager. If more than three (3) Similar Projects are submitted, only the first three listed shall be considered for evaluation.
3. At least one (1) of the similar project studies shall have been implemented.

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

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

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

27. EXPERIENCE OF THE PROJECT TEAM

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

28. VOLUME OF WORK

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

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

**This database includes only the award amounts specifically attributable to the consultant, either as a prime or as a sub-consultant or as a member of a joint venture under previously awarded contracts, contract amendments, purchase orders, task authorizations, and change orders to those purchase orders and task authorizations. In the case of mergers between two or more firms or a parent subsidiary relationship the combined fee for all companies involved will be considered. Fees will be counted towards the Volume of Work at the time of award (not invoices paid). Total fees under negotiation are based on the budget amount for professional services. The end date for volume of work calculation is the date set for receipt of proposals.**

Volume of Work is calculated using the following formula:

CONTRACT PERIOD	TOTAL FEE AWARDED TO PRIME CONSULTANT		FACTOR	=	ADJUSTED FEE AMOUNT
(1) From October 1, 2013 to April 1, 2015	\$	X	1.0	=	\$
(2) First Year Past: 10/01/12- 9/30/13	\$	X	0.75	=	\$
(3) Second Year Past: 10/01/11- 09/30/12	\$	X	0.50	=	\$
(4) Third Year Past: 10/01/10-09/30/11	\$	X	0.25	=	\$
(5) Total Fees Under Negotiation	\$	X	0.90	=	\$
	TOTAL FEE CONSIDERED				\$



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

Points will be awarded as follows:

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

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

19. ORAL PRESENTATIONS

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

30. PROCEDURES AFTER RECEIPT OF PROPOSALS

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

### 31. COST AND PRICING DATA

The County shall require the selected Consultant to provide the following documentation to support the negotiated fee Proposal as a condition precedent to the execution of the Contract:

- a. A current audited financial statement for the most recently completed fiscal year clearly showing the costs (not percentage) of direct labor, indirect labor, fringe benefits, general administrative costs and overhead and a statement of profit or operating margin requested.
- b. Raw labor rates by labor classification certified as accurate by an officer of the company.
- c. Breakdown of the fee by task/labor classification and raw or billable hourly rate/number of hours.
- d. Summary of fees for services to be provided by subconsultants.
- e. Scope of work and fee Proposal from each sub supporting the above summary, on the subconsultants' letterhead. The scope of work for each sub must support the scope of work of the prime Consultant's contract.
- f. Breakeven multiplier statement from each subconsultant (breakeven multiplier includes direct and indirect labor, general administrative and overhead costs) and the profit or operating margin clearly indicated.
- g. Project schedule.
- h. Breakdown of all out-of-pocket and/or direct expenses.
- i. If any costs for local travel are included, there must be compelling reasons for such costs that must be adequately supported by specific justifications.

### 32. SUPPORTING DOCUMENTATION

The County shall require the selected Consultant to provide the following documentation to support the negotiated Proposal.

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

### 33. 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 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. The significant weaknesses or deficiencies in the proposal in response to the requirements of the solicitation.
- c. If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.
- d. If applicable, a summary of the rationale for award.
- e. Responses to any relevant questions of the proposer.

Untimely debriefing requests will also be considered.

#### 34. PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all 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.**

EXHIBIT A  
SCOPE OF SERVICES  
Y14-809  
ORANGE COUNTY CONVENTION CENTER MARKET FEASIBILITY STUDY  
AND CAMPUS MASTER PLAN PROGRAM

I. Introduction and Overview

Orange County, Florida (herein referred to as the County) has established the following guidelines, objectives, criteria, constraints, schedule, and requirements which shall serve as a basic guide to the Consultant in performing the Professional Services required for this stated project:

The will assist in the evaluation of the Orange County Convention Center (OCCC) Campus and develop a Market Feasibility Study and Campus Master Plan Program, to include appropriate technology enhancements as well as an action plan addressing how the OCCC can utilize sustainable practices for implementation of any recommendations and conclusions associated with this Market Feasibility Study and Campus Master Plan Program.

Consultant shall meet with the OCCC staff, its business partners, local hoteliers, other stake holders and selected clients, to study, evaluate and provide recommendations to the OCCC on how to best meet the needs of its clients and ensure its success in continuing to provide economic development to the local community for the future.

The Consultant shall study, evaluate and make recommendations to the OCCC regarding issues as outlined below in this scope of work as well as other items and issues necessary to perform a complete and comprehensive Market Feasibility Study and Campus Master Plan Program.

II. Background

As an internationally recognized leader in the Convention and Meeting Industry, the OCCC is looking to enhance its ability to meet the needs of its clients while it continues to provide economic development for Central Florida. With over 2.1 million square feet of exhibition space and 480,000 square feet of meeting space, the OCCC has consistently been recognized with numerous industry awards as a premium and desirable convention and meeting destination. As the established “Center of Hospitality”, the OCCC has invested in its cultural service environment and physical capital assets to meet the needs of the most diverse and sophisticated client requirements. The OCCC’s commitment to responsible stewardship of sustainable resources has resulted in numerous awards for its operational practices to included LEED Gold Certificate for the North/South Building. As the OCCC moves to the future, it will continue to invest in meeting its established mission of economic development. This Market Feasibility Study and Campus Market Plan Program is an important step to moving forward.

2.1 Project Owner: OCCC is owned by the Orange County - Board of County Commissioners and is operated, administered and maintained by the Convention Center staff, Kathie Canning Glassman, Executive Director. The County's Project Manager is designated as (TBD).

2.2 Project Location: The OCCC is located at 9800 International Drive, Orlando, Florida 32819-8199, which is in an unincorporated area of Orange County.

2.3. General Note:

The Consultant shall record, produce and distribute minutes of all meetings/interviews with the County Representatives, potential clients, Industry Consultants and organizations interviews conducted with and representatives of Regulatory Agencies having jurisdiction over this Project. Meeting minutes shall be distributed to the County's Project Manager and all other affected parties and participants of the meeting within five (5) working days of the meeting.

#### IV – Scope of Services

##### **Phase I – Market Feasibility Study**

The specific study tasks to be conducted as part of this updated analysis are summarized below:

- Task 1:       Analysis of Facilities  
                  Necessary to Increase Market Share
- Task 2:       Long-Range Market Demand Analysis and Booking Strategies
- Task 3:       Comparable/Competitive Facility Analysis
- Task 4:       Report Preparation

In addition to the Consultant utilizing other sources of information appropriate to conduct such a study and analysis, the Consultant shall:

- a) Meet with the OCCC staff and selected consultants to establish timeline and other administrative process necessary to schedule and perform the tasks required for this study.
- b) The Consultant Team shall meet with, interview and discuss the current and projected needs of a minimum of ten (10) clients selected by the OCCC. The OCCC will make available to the consultant selected clients who will provide input to assist in the evaluation and study of the OCCC Campus.
- c) Consultant shall accompany the OCCC staff on site visits to LA Live, Las Vegas and Anaheim. The three venues will be visited during a (3) day duration for the purposes of reviewing features which may be appropriate for incorporation at the OCCC. The Consultant shall limit its team during these visits to a maximum of (3) team members.

## **Task 1. Analysis of Facilities Necessary to Increase Market Share**

As the OCCC continues in its stated mission of economic development, the OCCC must understand if its existing inventory of exhibit and meeting spaces will be sufficient moving forward into the future to address changing market conditions in the Convention Industry. Consultant shall study, evaluate and recommend any further construction, expansion or renovation of meeting facilities and Exhibit Spaces to help ensure the OCCC can realize additional revenue generating opportunities. Consideration shall be given not only to the needs and requirements of existing clients, but also address what improvements to the campus will be required to attract the highest value potential new clients.

## **Task 2. Long-Range Market Demand Analysis and Booking Strategies**

Consultant shall determine the long-range market demand for a minimum of twenty (20) years, in ten (10) year increments. Consultant shall provide an estimate of potential market demand and booking strategy recommendations to realize maximum yield.

## **Task3. Comparable/Competitive Facility Analysis**

Consultant shall identify existing competing and/or complementary facilities to the OCCC. Consultant shall review marketing efforts, current and planned which support these competing facilities.

## **Task 4. Report Preparation**

Consultant shall prepare a written report summarizing findings and conclusion for each task within Phase I. Consultant shall summarize these matters in a draft report, which shall be submitted for Client review within forty five (45) days after receipt of Notice to Proceed. The OCCC shall review and provide comments as appropriate. Within five (5) working days after receipt of OCCC comments, Consultant shall issue a final written report summarizing all findings, conclusions and recommendations. Consultant shall furnish five (5) copies of the final written report within sixty (60) days after receipt of Notice to Proceed.

## **Phase 2 – Campus Master Plan Program**

Upon completion of the Market Feasibility Study, the Consultant shall formulate a Campus Master Plan Program Statement to identify and incorporate the solutions and requirements identified through the Market Feasibility Study and address the programmatic items as identified below.

The specific study tasks to be conducted as part of Phase 2 are summarized below:

- Part A: Conceptual Architectural Sketch and Program
- Task 1: Space Utilization Analysis
- Task 2: Repurposing of Existing Assets Analysis/Additional Programmatic Spaces
- Task 3: Pedestrian Circulation and Connectivity Analysis
- Task 4: Traffic Circulation Analysis

- Task 5: Freight Delivery/Staging Area Analysis
- Task 6: Parking Request Analysis
- Part B: Budget for Design & Construction for Implementation of Program Recommendation
- Task 7: Technology Requirement Analysis
- Task 8: Report Preparation
- Task 9: Formal Presentations

## **PART A – CONCEPTUAL ARCHITECTURAL SKETCH AND PROGRAM**

### **Task 1. Space Utilization Analysis**

The area of study shall include the properties at both the West and North/South sections of the OCCC campus, as well as existing OCCC Property at Destination Parkway to include the 1,700 Car Parking Garage, and the 28 acre Orangewood site adjacent to the Beachline at International Drive, (Attachment A). The Consultant shall review, study and evaluate the property as defined in Attachment A and advise the County as to how these spaces/areas can best be utilized to further the mission and goals of the OCCC.

Studies and recommendation shall identify land uses that improve overall occupancy, potential areas for future retail and entertainment venues and insure sufficient areas are identified for future expansion of the Convention Center. Consultant shall include recommendations for the utilization of outdoor spaces for client amenity areas, such as exterior meeting venues and entertainment spaces.

### **Task 2. Repurposing of Existing Assets Analysis/Additional Programmatic Spaces**

The Consultant shall evaluate the areas listed below and determine appropriate utilization/programmatic revision for the spaces to best serve the needs of the OCCC.

#### West Building

- a. 2400 Seat Chapin Theater
- b. Level 3 - Lecture Hall
- c. Level 1 - Meeting Rooms
- d. Level 2 – Administrative Suite Spaces
- e. Hall C Central Lobby (Incorporation of a specialty lounge)
- f. Enhancement of clients overall dining experience to include streamlining of Food and Beverage points of sale.

#### North/South Building

- g. Shell Space @ North Concourse
- h. Additional Programmatic Space for North/South Building
  - 1. Concourse connectivity between North and South building. Currently, guests must exit the building and travel along an exterior walkway to travel between concourses.

2. Increase in number of meeting rooms, breakout spaces and a specific ballroom.
3. General Assembly Space

### **Task 3. Pedestrian Circulation and Connectivity Analysis**

Consultant shall review, evaluate and recommend improvements to current pedestrian movement both inside and outside the campus buildings. The need for future automated and /or vehicle service methods for a Campus circulation system relating to the connectivity of adjacent hotel and retail areas shall be considered and addressed by the Consultant.

Consultant shall provide a walkability analysis at the OCCC Campus. Four conditions of walkability shall be taken into consideration:

1. Usefulness
2. Safety
3. Comfort
4. Presence of interesting elements

Consultant's evaluation shall include existing walking conditions on the OCCC Campus, (sidewalk presence, sidewalk width and edgeways, tree canopy, presence of major destination points pedestrian amenities) and identify walkability gaps, ease of navigation/wayfinding, and any major constraints related to walkability.

The Consultant shall provide a summary of recommendations related to walkability at the OCCC Campus.

### **Task 4. Traffic Circulation Analysis**

The Consultant shall study and evaluate the current OCCC practices regarding the management of traffic for private vehicles coming to the Campus, as well as bus traffic required to shuttle guest to and from shows at the OCCC. Consultant shall attend two (2) meetings with the OCCC Transportation provider. Consultant shall provide recommendations regarding the existing traffic management plans. Consultant shall provide in conceptual design plan and narrative any proposed physical adjustments to the existing road system.

### **Task 5. Freight Delivery/Staging Areas Analysis**

The Consultant shall study and evaluate the delivery of freight to the various points on campus as well as the requirements for the staging and marshaling for freight delivery on or adjacent to the Campus. The Consultant shall meet with the OCCC staff and attend two (2) meetings with decorator and exhibitor contractors or others designated by the County's Project Manager to determine management needs to safely and efficiently deliver and pick-up freight and other material for support of shows and OCCC center activities. Consultant's evaluation shall be provided on the existing freightway road and other delivery roads. Consultant shall provide conceptual design plans and narrative for proposed new improvements to the existing road system.



## **Task 6. Parking Requirement Analysis**

At various times throughout any given year, and as a direct function of the shows which utilize OCCC facilities, parking conditions at the OCCC fluctuate from manageable to problematic. To address the challenges associated with parking inside the District and to provide parking solutions at the OCCC, Orange County will conduct two separate and distinct Parking Studies (Bounded by Sandlake Road, south to the Beachline, and I-4 east to Universal Boulevard). These Studies shall be conducted in the same approximate timeframe. Consultant shall coordinate with and share information, findings and recommendations with the Consultant contracted by Orange County to perform the Convention Center District Parking Study.

The Consultant shall identify the existing inventory supply of parking on the OCCC Campus. Consultant shall identify parking surplus and constraints in the parking supply. The Consultant's parking utilization analysis shall include:

1. Including parking turn over and duration of stay
2. Summary of existing parking demand
3. Weekday
4. Weekend
5. Daytime and Evening

The Consultant shall provide its summary of recommendations related to existing parking supply and location and include recommendations for any additional parking requirements at the OCCC Campus.

## **Task 7. Technology Requirement Analysis**

As technology is a primary driver in today's business climate, identification and implementation of appropriate technology applications is a must to ensure the OCCC has the ability to maintain and expand its position as a leader in the Convention and Meeting Industry. The OCCC desires to achieve a seamless experience for its guest and clients regarding the processing technology requirements from time of arrival in Orlando, to the arrival at the OCCC Campus, to the clients lodging destination.

Incorporating state of the art technology and planning for future technological developments is a must for the Orange County Convention Center. From providing access to the internet, Wi-Fi services, to live broadcasting, facilitating communications via social media during conferences and events are some of the technical areas this study shall address. The Orange County Convention Center of the future should be a building that interactively responds to its customers.

To ensure the best and most appropriate technology is considered for OCCC the Consultant shall possess the expertise and working knowledge of the latest technology applications currently being utilized for the Convention Industry and how technology applications can be incorporated at the OCCC Campus.

The Consultant shall meet with the OCCC's technology provider as well five (5) clients identified by the OCCC whose shows are heavily dependent on Technology applications.

Areas of evaluation and recommendation shall include:

- a) Interactive technology is key in acclimating event attendees to the OCCC building and the surrounding area. Touch screen wayfinding systems allow individuals to better navigate the facility and engage with the destination, providing information about the locale, area restaurants, airport and attractions. Interactivity will be integrated into more facilities and become increasingly important to attendees and customers.
- b) Interactive software applications that will allow speakers and attendees to share their presentations in real time, to monitor how many audience members are logged in, run polls, surveys, and receive direct feedback and questions.
- c) Mobile event apps include must-have features like personalized schedules, presenter listings, social media integration, interactive maps, news feeds and attendee responses, parking locations and availability.

Radio Frequency Identification devices that automate check-in (wearable technology), eliminating long lines.

Technology that allow meetings to extend beyond the walls of a room; convention attendees are looking for social gathering spaces to converse about a topic. All spaces in and around facilities, including adjacent hotels, public plazas and other meeting facilities nearby, need to have the technology in place to allow for streaming live content.

- d) Technology Infrastructure:  
Consultant shall meet with the OCCC MIS staff to become familiar with the existing technology infrastructure. OCCC MIS Staff will provide Consultant with appropriate documentation defining the existing technology infrastructure and network system currently in place and planned for the immediate future.

Consultant shall review, evaluate the infrastructure documentation and provide evaluation of existing infrastructure system and network and make recommendations required for future development and implementation to accommodate proposal technology solutions.

## **PART B – ESTABLISH BUDGET FOR DESIGN & CONSTRUCTION FOR IMPLEMENTATION OF PROGRAM RECOMMENDATION**

The Consultant shall submit along with the Part A, Project Budget information which shall identify to the OCCC all associated costs to design, permit, construct, inspect, and occupy the proposed Program Recommendations. Budget information shall be broken down in sufficient detail acceptable to the County's Project Manager for each category and classification which shall permit the OCCC the opportunity to evaluate all costs associated with the Program Recommendation.

## **Task 8. Report Preparation**

Consultant shall prepare a written report summarizing findings and conclusion for each task within Phase 2. Consultant shall summarize these matters in a draft report, which shall be submitted for Client review within one hundred thirty (130) days after receipt of Notice to Proceed. Within ten (10) working days after comments are incorporated, Consultant shall issue a final written report summarizing all findings, conclusions and recommendations. Consultant shall furnish five (5) copies of the final written report within one hundred fifty (150) days after receipt of Notice to Proceed.

## **Task 9. Formal Presentations**

### Presentations:

Within 30 days of submitting its final report to OCCC, the Consultant shall make one (1) formal presentation to Senior County Staff and local stakeholders outlining its findings, conclusions and recommendations as contained in Consultant's final report.

Within 30 days of making formal presentation to Senior County Staff and local stakeholders the Consultant shall make one (1) Public Presentation outlining its findings, conclusions and recommendations as contained in Consultant's final report.

### Section V - Consultant's Fees

The Consultant shall be compensated as outlined in the agreement between the Consultant and the County. The Consultant's fees shall be based on the tasks as outlined above. The Consultant shall receive payments not to exceed the amounts detailed in the contract, unless otherwise authorized in writing.

Additional Services: The County may, at its sole option, authorize the Consultant to provide additional services within the scope of the contract, to complement and further this study. Such additional services will be valid only when such services are 1) appropriately detailed as to the scope and extent of such services, to include schedule and time frame acceptable to and approved by the County's Project Manager to furnish additional services, 2) the Consultant furnishes sufficient backup documentation acceptable to the County's Project Manager to support the cost of the proposed additional services and 3) the County's Project Manager must review the above and authorize same in writing.

# OCCC Campus



- 389.54 Acre Campus
- Two Exhibition Buildings
  - West
  - North/South
- 5 Private Roadways
- 7 Public Campus Entrances
- 5 Parking Lots
  - 6,700 Vehicle Parking Capacity
- 174 Truck Bays
- 3 Covered Loading Docks
- 4 Pedestrian Bridges

## ATTACHMENT A

**CONTRACT**

**Y14-809**

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,  
by and between the:

BOARD OF COUNTY COMMISSIONERS  
201 S. Rosalind Avenue  
Orlando, Orange County, Florida

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

> \_\_\_\_\_  
> \_\_\_\_\_  
> \_\_\_\_\_  
FEDERAL I. D. # > \_\_\_\_\_

hereinafter referred to as "CONSULTANT".

**RECITALS**

WHEREAS, the COUNTY desires to retain professional consulting services for ORANGE COUNTY CONVENTION CENTER (OCCC) MARKET FEASIBILITY STUDY AND CAMPUS MASTER PLAN PROGRAM

WHEREAS, the COUNTY desires to employ the CONSULTANT in connection with the services required, upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of obtaining such employment and of performing such services upon said terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

**I**

**SCOPE OF SERVICES/SPECIAL PROVISIONS**

The CONSULTANT shall diligently and in a timely manner perform professional services for Orange County in connection with the ORANGE COUNTY CONVENTION CENTER (OCCC) MARKET FEASIBILITY STUDY AND CAMPUS MASTER PLAN PROGRAM Project. The scope of services/special provisions is described in Exhibit A, Scope of Services, entitled, "ORANGE COUNTY CONVENTION CENTER (OCCC) MARKET FEASIBILITY STUDY AND CAMPUS MASTER PLAN PROGRAM", which is attached to this Contract, and incorporated by reference herein. Any and all scope of services/special provisions hereto which vary from the general provisions shall have precedence. Any and all drawings shall have precedence over written specifications.

## II PAYMENT

- A. **FEES:** The COUNTY agrees to pay the CONSULTANT for the services described in Exhibit A, a >lump sum of >fee not to exceed \$>\_\_\_\_\_said compensation to be paid as set forth herein. Payment shall be based upon method(s) established at time of award.
- B. **PROGRESS PAYMENTS:** Progress payments shall be due and payable monthly in proportion to the percentage of work approved and accepted, in writing, by the COUNTY. All invoices shall be prepared in the format prescribed by the COUNTY. When an invoice includes charges from a subconsultant, the subconsultant's invoice/backup shall accompany the CONSULTANT'S invoice. A separate Pay Item Breakdown sheet for the CONSULTANT and each subconsultant shall accompany each invoice. The CONSULTANT'S Pay Item Breakdown sheet shall include, in aggregate, the CONSULTANT'S and subconsultant's pay items. All requests for payment must be accompanied by a narrative description of the scope of services from Exhibit A performed by the CONSULTANT and subconsultants during the period covered by the invoice. The narrative shall also describe the work to be performed during the next billing period. See additional requirements regarding M/WBE subconsultants specified in Article XIII-D.
- C. **SUSPENSION OF PROGRESS PAYMENTS BY COUNTY:** In the event the CONSULTANT falls fifteen (15%) percent behind the Project completion schedule submitted in conformance with Article XI, Paragraph B of this Contract, no further progress payments will be made until the CONSULTANT brings the Project back on schedule or a revised schedule is submitted and approved or until all work has been completed and accepted the COUNTY.
- D. **PAYMENT IN EVENT OF TERMINATION BY COUNTY:** In the event this Contract is terminated or canceled prior to completion, payment shall be made in accordance with the provisions of Article VII.
- E. **CHANGES WITHIN SCOPE; ALLOWANCE OF ADDITIONAL COMPENSATION:** If instructed to do so by the COUNTY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. In all disputes arising over the right to additional compensation, the COUNTY shall determine whether substantial acceptable work has been done on documents such that changes, revisions or preparation of additional documents should result in additional compensation to the CONSULTANT. The Consultant's Proposals for additional compensation shall be based on the fee schedule set forth in Exhibit B. A written modification to the Contract shall be executed by both parties to reflect the additional services and cost of same, prior to commencement of performance.
- F. **TRAVEL AND PER DIEM:** Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statute, and Exhibit C, attached.



G. **FEE LIMITATION CLAUSE:** The CONSULTANT shall utilize the same hourly rates and multiplier in fee negotiations for subsequent phases of this project, except as provided by Article II, paragraph I, Price Adjustment. The number of hours required to complete each subsequent phase shall be negotiated at such time as the COUNTY initiates fee negotiations for that phase.

H. **MULTIPLIERS**

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

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

I. **PRICE ADJUSTMENT**

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

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

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

Any request for a price adjustment will be subject to negotiation and must be approved by the Manager, Procurement Division. Any request for such increase shall be supported by adequate justification to include Consumer Price Index (CPI) documentation. The CPI documentation shall be based on the All Items, CPI-U, U.S. City Average, not seasonally adjusted index. The prevailing CPI in the month when the contract was executed by the County shall be the base period from which changes in the CPI will be measured for the initial request for a price adjustment. Any subsequent requests for a price adjustment shall be based on the CPI prevailing in the month when an amendment effecting a previous price adjustment was executed by the County. The maximum allowable increase shall not exceed the percent change in the CPI from the base period (either the month when the contract was executed by the County or the month when an amendment effecting a price adjustment was executed by the County) to the CPI prevailing at time of request for a price adjustment and in no

case shall it exceed 4%. Any price adjustment shall only be effective upon the execution of a written amendment to the contract executed by both parties.

**III**  
**DESIGN WITHIN FUNDING LIMITATIONS**

**NOT APPLICABLE**

**IV**  
**RESPONSIBILITY OF THE CONSULTANT**

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this Contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- B. The Project Manager and the Project Market Feasibility Analyst must be two separate individuals. The Project Manager must be either a Professional AICP Certified Planner or a Professional Licensed Architect.
- C. Substitution of the Project Manager or Other Key Personnel: The CONSULTANT shall not substitute any key personnel without the prior written approval of the Manager of the Procurement Division. Any such requests shall be supported by comprehensive documentation outlining the reason(s) for the proposed substitution to include the specific qualifications of the proposed substitute. Approval of the request shall be at the discretion of the COUNTY. Further, the COUNTY, in lieu of approving a substitution, may initiate other actions under the contract, including termination.
- D. Neither the COUNTY'S review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the COUNTY in accordance with applicable law for all damages suffered directly or indirectly by the COUNTY caused by the CONSULTANT'S negligent performance of any of the services furnished under this Contract. The rights and remedies of the COUNTY provided for under this Contract are in addition to any other rights and remedies provided by law.
- E. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- F. The COUNTY may require in writing that the CONSULTANT remove from the Work any of the CONSULTANT'S personnel that the COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Contract Amount or Contract Time based on the COUNTY's use of this provision will be valid. CONSULTANT shall indemnify and hold the County harmless from and against any claim by CONSULTANT'S personnel on account of the use of this provision.



- G. For contracts requiring design services, the CONSULTANT shall comply with the following requirements:
1. Concurrent with submission of the 90% design submittal to the user division, the CONSULTANT shall provide a copy to the Procurement Division, 400 E. South St., 2<sup>nd</sup> Floor, Orlando, FL 32801
  2. Concurrent with the submission of the 100% design submittal to the user division, the CONSULTANT shall submit a complete breakdown of the subcontracting opportunities for the project based on traditional industry practices and their expertise to the Business Development Division, 400 E. South St., Orlando, FL 32801. This information will identify subcontracting elements such as electrical, trucking, sodding, surveying, etc. with the estimated percentage of the total project represented by each subcontracting element.
  3. Direct Purchases: For projects for which construction is valued at \$10,000,000, or for lesser amounts as determined by the COUNTY, the COUNTY may, at its discretion, use the direct purchase method for large dollar value equipment and materials. The CONSULTANT shall, for those projects meeting this criterion, identify all items to be incorporated into the work for which the estimated cost is \$100,000 or more, for potential direct purchase by the COUNTY. A separate listing of these items with quantities and estimated cost shall be provided with the 90% design documents to the user division and to the Procurement Division at address shown above.

## V

### **COUNTY'S RIGHTS AND RESPONSIBILITIES**

The COUNTY shall:

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

## VI

### **COUNTY'S 'DESIGNATED' REPRESENTATIVE**

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

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

**VII**  
**TERMINATION OF CONTRACT**

**A. TERMINATION FOR DEFAULT:**

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

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

Prior to termination for default, the County will provide adequate written notice to the CONSULTANT through the Manager, Procurement Division, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONSULTANT in accordance with the County's Procurement Ordinance. The CONSULTANT shall be liable for any damage to the County resulting from the Consultant's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

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

- 1. Stop work on the date and to the extent specified.
- 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work
- 3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.

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

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

**B. TERMINATION FOR CONVENIENCE:**

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination shall provide the contractor thirty (30) days prior notice before it becomes effective. A termination for convenience may apply to individual purchase orders or to the contract in its entirety.

**C. PAYMENT IN EVENT OF TERMINATION:**

If this Contract is terminated before performance is completed, the CONSULTANT shall be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount that is the same percentage of the Contract price as the amount of work satisfactorily completed is a percentage of the total work called for by the Contract. Any additional costs incurred by the COUNTY as a result of such termination shall be deducted from the amount due the CONSULTANT, in the event the Contract termination is for cause as described herein.

**D. TERMINATION NOTICE**

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

**VIII  
INDEMNITY/INSURANCE AND SAFETY REQUIREMENTS**

**Insurance Requirements:**

The CONSULTANT shall procure and maintain on a primary basis and at its sole expense during the life of this Contract, insurance of the types and limits including endorsements described herein. The requirements contained herein, as well as County's review or acceptance of insurance maintained by CONSULTANT is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the CONSULTANT under the Contract. Insurance carriers providing coverage must be authorized and/or eligible to do business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII.

**If the CONSULTANT intends to bid on this Contract as a Joint Venture then all insurance coverage required herein shall include the Joint Venture as "named insured". If the Joint Venture has no employees then this requirement is waived for workers' compensation.**

**The Joint Venture shall also purchase discontinued completed operations coverage for any claims made after the dissolution of the Joint Venture. This coverage shall be for a period of two years following final completion of the project or continuing service contract.**

Required Coverage:

1. Workers' Compensation - The CONSULTANT shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability.
2. Commercial General Liability - The CONSULTANT shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 per occurrence. CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Severability of Interests. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.
3. Business Automobile Liability - The CONSULTANT shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 per accident.

In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

4. Professional Liability - The CONSULTANT shall maintain professional liability (errors and omissions) coverage with limits as specified below. The aggregate limit shall be twice the required claim limit for continuing contracts.

<u>Project Cost</u>	<u>Minimum Limit</u>	<u>Maximum Deductible</u>
\$0-1,000,000	50% of project cost subject to a minimum of \$100,000/occurrence	10% of project cost or \$25,000, whichever is smaller
\$1,000,000-5,000,000	\$1,000,000	\$100,000
over \$5,000,000	Determined by the County	

5. Optional Insurance: The COUNTY reserves the right to purchase "per project" professional liability coverage on behalf of the CONSULTANT and its sub-consultants of every tier. If the COUNTY elects to do so then:
  - a. COUNTY will notify CONSULTANT
  - b. The coverage will include a deductible no greater than the deductible indicated in above for professional liability, shall contain standard industry terms, conditions, and exclusions and be retroactive to the date the CONSULTANT began the design work. The CONSULTANT shall be financially responsible for any deductible.

- c. The “per-project” policy will replace and supersede the professional liability insurance requirement above. Said requirement shall become null and void.
- d. In exchange, the CONSULTANT shall remove and exclude from its fees (and those of its sub-consultants of every tier) all premiums, costs, fees, charges, and overhead related in any way to professional liability requirements above.

**When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of CONSULTANT’S most recent annual report or audited financial statement. For policies written on a “Claims-Made” basis the CONSULTANT agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the CONSULTANT agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage.**

**By entering into this contract CONSULTANT agrees to provide a Waiver of Subrogation in favor of the County for each policy as required herein. When required by the insurer or should a policy condition not permit the CONSULTANT to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others endorsement.**

**CONSULTANT 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.**

Prior to execution and commencement of any operations/services provided under this contract the CONSULTANT shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the CONSULTANT shall also provide a blanket or specific additional insured endorsement for the CGL policy. 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 CONSULTANT has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section.

CONSULTANT shall notify the County within thirty (30) business days of any material change in or cancellation/non-renewal of insurance coverage. The CONSULTANT shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

Failure of the COUNTY to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the COUNTY to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT'S obligation to maintain such insurance.

Certificates shall specifically reference the respective contract number. The certificate holder shall read:

Orange County Board of County Commissioners  
Procurement Division  
400 E. South Street  
Orlando, Florida 32801

The CONSULTANT shall be responsible for the acts and omissions of its employees, sub consultants of every tier, their agents and employees, and other persons performing any portion of the CONSULTANT'S obligations under this contract. Failure of the CONSULTANT to maintain adequate insurance coverage for itself or for any other persons or entities for whom it is responsible, or to ensure that its sub consultants of every tier maintain adequate insurance coverage, shall not relieve the CONSULTANT of any contractual responsibility or obligation.

**Indemnification:**

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

**Patents and Royalties:**

Unless otherwise provided, the Consultant shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of the contract.

The Consultant, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied or any service provided by the Consultant. In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Consultant. If such a claim is made, the Consultant shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Consultant and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

## IX

### TRUTH IN NEGOTIATION AND MAINTENANCE AND EXAMINATION OF RECORDS

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

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

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

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



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

**X**  
**OWNERSHIP OF DOCUMENTS**

It is understood and agreed that all documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its services hereunder and are the property of the COUNTY upon acceptance of same by the COUNTY.

**XI**  
**WORK COMMENCEMENT/PROGRESS/DELAYS**

- A. **COMMENCEMENT AND TERM OF JOB:** The services to be rendered by the CONSULTANT shall be commenced subsequent to the execution of this Contract and upon written notice to proceed from the Department Director or designee. Services shall be completed within 215 days after Notice to Proceed.
- B. **JOB SEGMENT DEADLINES:** A detailed segment completion schedule has been approved by the COUNTY. Said segment completion schedule is attached hereto as Exhibit D and made a part hereof by this reference. The purpose of this schedule is to:
  - 1. Provide job segment deadlines for the CONSULTANT upon which the COUNTY may rely;
  - 2. provide guidance for the COUNTY in honoring the CONSULTANT'S monthly invoices for progress payments called for in Article II(B) hereof; and

3. provide a framework against which the COUNTY may suspend progress payments as provided in Article II C hereof.

C. **CONFERENCES**: The COUNTY will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of the COUNTY, or of other agencies interested in the Project on behalf of the COUNTY. Either party to the Contract may request and be granted a conference.

D. **DELAYS NOT FAULT OF CONSULTANT; DISCRETIONARY EXTENSIONS OF COMPLETION TIME BY COUNTY**: In the event there are delays on the part of the COUNTY as to the approval of any of the materials submitted by the CONSULTANT, or if there are delays occasioned by circumstance beyond the control of the CONSULTANT which delay the Project Schedule completion date, the COUNTY may grant to the CONSULTANT, by "Letter of Approval of Project Schedule" an extension of the Contract time or revision to the Project Schedule, equal to the aforementioned delays, provided there are no changes in compensation or scope of work. It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient Contract time remains within which to complete services on the Project. In the event there have been delays which would affect the Project completion date, the CONSULTANT shall submit a written request to the COUNTY which identifies the reason(s) for the delay and the amount of time related to each reason.

The COUNTY will review the request and make a determination as to granting all or part of the requested extension.

D. **SUSPENSION OF WORK BY COUNTY**:

1. Right of COUNTY to Suspend Work and Order Resumption – The performance of CONSULTANT'S services hereunder may be suspended by the COUNTY at any time. However, in the event the COUNTY suspends the performance of CONSULTANT'S services hereunder, it shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by CONSULTANT. The COUNTY shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT prior to the effective date of such suspension. COUNTY shall thereafter have no further obligation for payment to the CONSULTANT unless and until the COUNTY notifies the CONSULTANT that the services of the CONSULTANT called for hereunder are to be resumed. Upon receipt of written notice from the COUNTY that CONSULTANT'S services hereunder are to be resumed, CONSULTANT shall complete the services of CONSULTANT called for in this Contract and CONSULTANT, shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to him under this Contract, same to be payable in the manner specified herein.

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

2. Renegotiation by CONSULTANT; Right to Terminate – If the aggregate time of the COUNTY’S suspension or suspension of CONSULTANT’S services exceeds one hundred twenty (120) days, then CONSULTANT and COUNTY shall, upon request of CONSULTANT, meet to assess the services remaining to be performed and the total fees paid to CONSULTANT hereunder. The parties shall then have the opportunity of negotiating a change in fees to be paid to the CONSULTANT for the balance of the services to be performed hereunder. No increase in fees to the CONSULTANT shall be allowed unless based upon clear and convincing evidence of an increase in CONSULTANT’S costs attributable to the aforesaid suspensions. If an increase in the CONSULTANT’S cost is demonstrated by clear and convincing evidence and the COUNTY refuses to increase said fees, CONSULTANT may terminate this Contract by delivering written notice thereof to the COUNTY within ten (10) days after the COUNTY has given notice of its refusal to increase said fees.

## **XII**

### **STANDARDS OF CONDUCT**

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

**XIII**  
**MINORITY/WOMEN EMPLOYMENT PARTICIPATION**

- A. The CONSULTANT shall be responsible for reporting Minority/Women Business Enterprise (M/WBE) subconsultant Contract dollar amount(s) for the M/WBE subconsultant(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the County. Quarterly updated M/WBE utilization reports and Employment Data, Schedule of Minorities and Women reports are to be submitted every quarter during the term of the contract. Additionally, the Consultant shall ensure that the M/WBE participation percentage proposed in the Consultant's Proposal submitted for this Contract is accomplished.
- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The CONSULTANT shall be responsible for reporting local minority/women employment percentage levels within the firm and the minority/women employment percentage levels that the firm anticipates utilizing to fulfill the obligations of this Contract. The report(s) shall be submitted to the Business Development Division, on a quarterly basis during the life of the Contract.
- D. The awarded prime consultant shall furnish written documentation evidencing actual dollars paid to **all sub-consultants** utilized by the prime consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual MWBE participation achieved by the Prime Consultant prior to the issuance of final payment.
- E. In the event a certified M/WBE sub-consultant's sub-contract is terminated for convenience, the CONSULTANT shall submit a letter to the Business Development Division from the terminated sub-contractor evidencing their concurrence with the termination. In the event a certified M/WBE sub-consultant's sub-contract is terminated for cause, the CONSULTANT shall justify the replacement of that sub-consultant, in writing to the Business Development Division, accompanied by the Project Manager's recommendation or consent to termination.
- F. It is the intent of the COUNTY to insure prompt payment of all sub-consultants working on COUNTY projects. The CONSULTANT shall:
1. Submit copies of executed contracts between the CONSULTANT and all of its M/WBE sub-consultants to the Business Development Division.

2. The County may at its discretion require copies of subcontracts/purchase orders for the non-M/WBE's listed on Form B and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-M/WBE subcontractors certifying that a prompt payment clause has been included in that contract or purchase order.
  3. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONSULTANT and sub-consultants (including those with non-M/WBE's) stating that payment will be made to the sub-consultant within 72 hours of receipt of payment from the COUNTY. The CONSULTANT shall pay each sub-consultant for all work covered under an invoice within the 72 hour time frame.
- G. By entering into this contract, the CONSULTANT affirmatively commits to comply with the M/WBE subcontracting requirements submitted with his/her Proposal. The failure of the CONSULTANT 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.

#### **XIV** **ASSIGNABILITY; EMPLOYMENT OF SPECIALISTS**

- A. The CONSULTANT shall maintain an adequate and competent professional staff and may associate with such staff, professional specialists for the purpose of ensuring and enlarging its services hereunder, without additional cost to the COUNTY. Should the CONSULTANT desire to utilize such specialists, the CONSULTANT is fully responsible for satisfactory completion of all work within the scope of this Contract.
- B. The CONSULTANT shall be responsible for the integration of all specialists or outside professional work into the documents and for all payments to such specialists or consultants from the fee heretofore stated. Services rendered by the CONSULTANT in connection with coordination of the services of the aforementioned personnel shall be considered within the scope of the basic Contract and no additional fee will be due the CONSULTANT for such work.
- C. All final plans and documents prepared by the CONSULTANT must bear the endorsement of a person in the full employ of the CONSULTANT and be duly registered as a Professional Engineer/Architect in the State of Florida.
- D. The CONSULTANT shall not assign any interest in this Contract, and shall not transfer any interest in the same without prior written approval of the COUNTY, provided that claims for the money due or to become due the CONSULTANT from the COUNTY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

## **XV**

### **INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY**

- A. The provisions of Florida Statute 768.28 applicable to Orange County, Florida apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the COUNTY acting within the scope of his/her office or employment are subject to the limitations specified in this statute.
- B. No officer, employee or agent of the COUNTY acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.
- C. The COUNTY shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

## **XVI**

### **EQUAL OPPORTUNITY**

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

Further, the CONSULTANT shall abide by the following provisions:

- (a) The CONSULTANT shall represent that CONSULTANT has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- (b) The CONSULTANT shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the nondiscrimination provision of the contract.
- (c) The provisions of the prime contract shall be incorporated by the CONSULTANT into the contracts of any applicable sub-consultants.

## **XVII**

### **CONTROLLING LAWS**

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

**XVIII**  
**WELFARE RECIPIENTS**

CONSULTANT has committed to hire >\_\_\_\_\_ ( ) ZuCan participants residing in Orange County, Florida. Therefore, within five (5) days after contract award, CONSULTANT shall contact the Orange County Business Development Liaison at (407) 836-7317 to assist with meeting this requirement. The BDD Liaison will work with the ZuCan staff and the Consultant 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 CONSULTANT to comply with these hiring commitments after contract award shall be grounds for termination of the contract for default.

During performance of the contract, the CONSULTANT will take appropriate steps to ensure that individuals hired under this program are retained. However, if it becomes necessary to replace an employee, the CONSULTANT shall provide verification of the replacement worker's status from the One Stop Career Center. At its discretion, COUNTY may periodically request submission of certified payrolls to confirm the employment status of program participants.

**XIX**  
**SERVICE-DISABLED VETERAN PARTICIPATION**

- A. The CONSULTANT shall be responsible for reporting Service-Disable Veteran (SDV) sub-consultant Contract dollar amount(s) for the SDV SUBCONSULTANT(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the County. Quarterly updated SDV utilization reports Schedule of Minorities and Women reports are to be submitted every quarter during the term of the contract. Additionally, the Consultant shall ensure that the SDV participation percentage proposed in the Consultant's Proposal submitted for this Contract is accomplished.
- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The awarded prime consultant shall furnish written documentation evidencing actual dollars paid to **all sub-consultants** utilized by the prime consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual SDV participation achieved by the Prime Consultant prior to the issuance of final payment.

- D. In the event a certified SDV sub-consultant's sub-contract is terminated for convenience, the CONSULTANT shall submit a letter to the Business Development Division from the terminated sub-contractor evidencing their concurrence with the termination. In the event a certified SDV sub-CONSULTANT's sub-contract is terminated for cause, the CONSULTANT shall justify the replacement of that sub-CONSULTANT, in writing to the Business Development Division, accompanied by the Project Manager's recommendation or consent to termination.
- E. It is the intent of the COUNTY to insure prompt payment of all sub-consultants working on COUNTY projects. The CONSULTANT shall:
1. Submit copies of executed contracts between the CONSULTANT and all of its SDV sub-consultants to the Business Development Division.
  2. The County may at its discretion require copies of subcontracts/purchase orders for the non-SDV's listed on Form B and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-SDV subcontractors certifying that a prompt payment clause has been included in that contract or purchase order.
  3. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONSULTANT and sub-consultants (including those with non-SDV's) stating that payment will be made to the sub-consultant within 72 hours of receipt of payment from the COUNTY. The CONSULTANT shall pay each sub-consultant for all work covered under an invoice within the 72 hour time frame.
- F. By entering into this contract, the CONSULTANT affirmatively commits to comply with the SDV subcontracting requirements submitted with his/her Proposal. The failure of the CONSULTANT to comply with this commitment during the Contract's performance period may be considered a breach of Contract. The County may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement Division.

**XX**  
**CONTRACT CLAIMS**

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

Claims made by a Consultant against the County relating to a particular contract shall be submitted to the Procurement Division Manager in writing clearly labeled "Contract Claim" requesting a final decision.



The 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 Consultant believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Consultant."

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

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

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

## **XXI AVAILABILITY OF FUNDS**

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

## **XXII PROHIBITION AGAINST CONTINGENT FEES**

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

## **XXIII TOBACCO FREE CAMPUS**

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Consultants and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, 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.

**XXIV**  
**VERIFICATION OF EMPLOYMENT STATUS**

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

**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 CONSULTANT confirms that all employees in the above categories will undergo e-verification before performing labor under this contract. The CONSULTANT further confirms his commitment to comply with the requirement by completing the E-Verification certification, contained in this solicitation.

>  
>

BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Johnny M. Richardson, CPPO, CFCM  
Manager, Procurement Division

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Date (for County use only)

**REQUEST FOR PROPOSALS**

**#Y14-809-SB**

**ORANGE COUNTY CONVENTION CENTER (OCCC) MARKET FEASIBILITY STUDY AND  
CAMPUS MASTER PLAN PROGRAM**

**DUE 2:00 P.M. – May 20, 2014**

**PROPOSER INFORMATION:**

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ (Street Address)

\_\_\_\_\_ (PO Box)

\_\_\_\_\_ (City, County, State, Zip)

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

AUTHORIZED SIGNATORY: \_\_\_\_\_ (Print Name) TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

CONTACT'S E-MAIL ADDRESS: \_\_\_\_\_

TIN# \_\_\_\_\_

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

**IDENTIFICATION OF BUSINESS ORGANIZATION:**

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

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

State of Incorporation: \_\_\_\_\_

Principal Place of Business (Florida Statute Chapter 607): \_\_\_\_\_

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

Name	Title	Phone Number

**ADDENDUM ACKNOWLEDGEMENT:**

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

Addendum No. _____	Date _____	Addendum No. _____	Date: _____
Addendum No. _____	Date: _____	Addendum No. _____	Date: _____

Federal I. D. Number: \_\_\_\_\_  
 Is Prime Consultant: a certified M/WBE Firm Yes \_\_\_\_\_ No \_\_\_\_\_  
 a certified SDV Firm Yes \_\_\_\_\_ No \_\_\_\_\_

<b>PRIME</b>		Name and City of Residence of Individual Assigned to the Project		Number of Years Experience	Education, Degree(s)	Florida Active Registration Numbers
<b>Role</b>						
Principle-in-Charge						
Project Manager						
Project Market Feasibility Analyst						
Project Construction Administrator						
Other Key Member ( )						
Other Key Member ( )						
<b>SUBCONSULTANT</b>		Company Name and Address of Office Handling this Project	If Certified M/WBE specify which; Or If Certified SDV indicate	Circle applicable Certified M/WBE credit, if applicable FTU: First Time Utilize NC: Non-County ERT: Employee Recruitment & Training RT: Recruitment & Training	Projected % of Overall work on the entire project	Name of Individual Assigned to the Project
<b>Role</b>						
Architecture				FTU - NC - ERT - RT		
Mechanical Engineering				FTU - NC - ERT - RT		
Electrical Engineering				FTU - NC - ERT - RT		
Structural Engineering				FTU - NC - ERT - RT		
Civil Engineering				FTU - NC - ERT - RT		
Landscape Architecture				FTU - NC - ERT - RT		
Other Key Member ( )				FTU - NC - ERT - RT		
Other Key Member ( )				FTU - NC - ERT - RT		
Other Key Member ( )				FTU - NC - ERT - RT		
Other Key Member ( )				FTU - NC - ERT - RT		

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

**LOCATION**

Proposers shall complete and submit the information below to clearly identify the location and applicable percentage of the work to be performed at each location listed. **Also, proposers shall complete and sign the attached pages, 2 through 4, concerning location. NOTE: THE AFFIDAVIT/NOTARIZATION REQUIREMENT (page 4).**

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

**SUBCONSULTANT/SUBCONTRACTOR  
(Name & Address)**

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

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





**LOCATION (continued)**

**AFFIDAVIT**

**Under penalties of perjury, I swear affirm that the preceding location information is true and correct. I also acknowledge that any material misrepresentation will be grounds for terminating for default any contract, which may have been awarded due in whole or part to such misrepresentation. I also understand that false statements may result in criminal prosecution for a felony of the third degree per Section 92.525(3), Florida Statutes.**

_____ <b>Authorized Signatory</b>	_____ <b>Name of Proposer</b>
_____ <b>Typed or Printed Full Name</b>	_____ <b>Date</b>
_____ <b>Title</b>	

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

Notary Public \_\_\_\_\_

Commission Expires \_\_\_\_\_

(seal)

Date \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_



## **SIMILAR PROJECTS**

## **PROJECT MANAGER**

USING PAGES D1 – D3 only - List up to three SIMILAR PROJECTS, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST FIFTEEN (15) YEARS, which most closely match the scope of work in this RFP, as identified in similar project description, wherein the proposed Project Manager has performed IN THE SAME CAPACITY with your firm, or other firms.

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

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

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

Proposed Project Manager: Name: \_\_\_\_\_

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

Design or Consulting Fee: \_\_\_\_\_

Design or Consulting Completion Date:  
(month/year) \_\_\_\_\_

**Check one below that applies and complete information:**

\_\_\_\_\_ **Existing Convention Center**

**Number of hotel rooms:** \_\_\_\_\_

**Sq Ft. of Exhibit Space:** \_\_\_\_\_

**Or**

\_\_\_\_\_ **Entertainment, Retail, Hospitality or Sports Complex**

**Sq Ft of Meeting Space:** \_\_\_\_\_

**Sq Ft of General Assembly space:** \_\_\_\_\_

Firm:

Summary of Work:

Proposed Project Manager: Name: \_\_\_\_\_

2. Project Name:  
Owner:  
Reference Name, Address, Phone Number, Fax Number, Email Address:

Design or Consulting Fee: \_\_\_\_\_

Design or Consulting Completion Date:

(month/year) \_\_\_\_\_

**Check one below that applies and complete information:**

\_\_\_\_\_ **Existing Convention Center**

**Number of hotel rooms:** \_\_\_\_\_

**Sq Ft. of Exhibit Space:** \_\_\_\_\_

**Or**

\_\_\_\_\_ **Entertainment, Retail, Hospitality or Sports Complex**

**Sq Ft of Meeting Space:** \_\_\_\_\_

**Sq Ft of General Assembly space:** \_\_\_\_\_

Firm:

Summary of Work:

Proposed Project Manager: Name: \_\_\_\_\_

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

Design or Consulting Fee: \_\_\_\_\_

Design or Consulting Completion Date:  
(month/year) \_\_\_\_\_

**Check one below that applies and complete information:**

\_\_\_\_\_ **Existing Convention Center**

**Number of hotel rooms:** \_\_\_\_\_

**Sq Ft. of Exhibit Space:** \_\_\_\_\_

**Or**

\_\_\_\_\_ **Entertainment, Retail, Hospitality or Sports Complex**

**Sq Ft of Meeting Space:** \_\_\_\_\_

**Sq Ft of General Assembly space:** \_\_\_\_\_

Firm:

Summary of Work:

## **SIMILAR PROJECTS**

### **PROJECT MARKET FEASIBILITY ANALYST**

USING PAGES E1 – E3 only - List up to three SIMILAR PROJECTS, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST FIFTEEN (15) YEARS, which most closely match the scope of work in this RFP, as identified in similar project description, wherein the proposed project engineer has performed IN THE SAME CAPACITY with your firm, or other firms.

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

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

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

Proposed Project Market Feasibility Analyst: \_\_\_\_\_

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

Design or Consulting Fee: \_\_\_\_\_  
Design or Consulting Completion Date:  
(month/year) \_\_\_\_\_

**Check one below that applies and complete information:**

\_\_\_\_\_ **Existing Convention Center**  
**Number of hotel rooms:** \_\_\_\_\_  
**Sq Ft. of Exhibit Space:** \_\_\_\_\_

**Or**  
\_\_\_\_\_ **Entertainment, Retail, Hospitality or Sports Complex**  
**Sq Ft of Meeting Space:** \_\_\_\_\_  
**Sq Ft of General Assembly space:** \_\_\_\_\_

Firm:  
Summary of Work:

Proposed Project Market Feasibility Analyst: \_\_\_\_\_

2. Project Name:  
Owner:  
Reference Name, Address, Phone Number, Fax Number, Email Address:

Design or Consulting Fee: \_\_\_\_\_  
Design or Consulting Completion Date:  
(month/year) \_\_\_\_\_

**Check one below that applies and complete information:**

\_\_\_\_ Existing Convention Center  
Number of hotel rooms: \_\_\_\_\_  
Sq Ft. of Exhibit Space: \_\_\_\_\_

**Or**  
\_\_\_\_ Entertainment, Retail, Hospitality or Sports Complex  
Sq Ft of Meeting Space: \_\_\_\_\_  
Sq Ft of General Assembly space: \_\_\_\_\_

Firm:  
Summary of Work:

Proposed Project Market Feasibility Analyst: \_\_\_\_\_

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

Design or Consulting Fee: \_\_\_\_\_  
Design or Consulting Completion Date:  
(month/year) \_\_\_\_\_

**Check one below that applies and complete information:**

\_\_\_\_\_ **Existing Convention Center**  
**Number of hotel rooms:** \_\_\_\_\_  
**Sq Ft. of Exhibit Space:** \_\_\_\_\_

**Or**  
\_\_\_\_\_ **Entertainment, Retail, Hospitality or Sports Complex**  
**Sq Ft of Meeting Space:** \_\_\_\_\_  
**Sq Ft of General Assembly space:** \_\_\_\_\_

Firm:  
Summary of Work:



## **FORM F**

### **SKILLS AND EXPERIENCE OF THE PROJECT TEAM**

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

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

## **PROJECT SCOPE, APPROACH AND UNDERSTANDING**

**Using a maximum of five pages, 8 1/2" x 11"**, labeled "Form H-1" through "Form H-5" delineate your firm's understanding of the project, scope and approach or approaches to successful completion, specialized skills available, special considerations and possible difficulties in completing the project as specified. Describe alternate approaches to the project if applicable. Title the first page "Project Scope, Approach and Understanding" and label each page as described above.

**CONFLICT/NON-CONFLICT OF INTEREST STATEMENT**

**CHECK ONE**

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

**OR**

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

**LITIGATION STATEMENT**

**CHECK ONE**

[ ] The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past fifteen (15) years.

[ ] The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past fifteen (15) years.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NAME (PRINT OR TYPE)

\_\_\_\_\_  
TITLE

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

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

IFB/RFP Number & Title: \_\_\_\_\_

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											
<b>TOTAL</b>											
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 \_\_\_\_\_

## INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

If the proposer is submitting as a joint venture, please be advised that this form [3 pages] **MUST** be completed and the **REQUESTED** written joint-venture agreement **MUST** be attached and submitted with this form. However, if the proposer is not a joint venture, check the following block: ( ) NOT APPLICABLE and proceed to Form L.

1. Name of joint venture: \_\_\_\_\_

2. Address of joint venture: \_\_\_\_\_

3. Phone number of joint venture: \_\_\_\_\_

4. Identify the firms which comprise the joint venture: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. Describe the role of the MBE firm (if applicable) in the joint venture: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

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

(a) Profit and loss sharing: \_\_\_\_\_

(b) Capital contributions, including equipment: \_\_\_\_\_

(c) Other applicable ownership interests: \_\_\_\_\_

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

(a) Financial decisions: \_\_\_\_\_

a. Management decisions, such as: \_\_\_\_\_

(1) Estimating: \_\_\_\_\_

(2) Marketing and sales: \_\_\_\_\_

(3) Hiring and firing of management personnel: \_\_\_\_\_

(4) Purchasing of major items or supplies: \_\_\_\_\_

(c) Supervision of field operations: \_\_\_\_\_

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

\* **Joint venture must be properly registered with the State before the contract award.**

**AFFIDAVIT**

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

Name of Firm: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

**AFFIDAVIT**

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

Notary Public \_\_\_\_\_

Commission Expires \_\_\_\_\_

(Seal)

Date \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

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

Notary Public \_\_\_\_\_

Commission Expires \_\_\_\_\_

(Seal)

## DRUG-FREE WORKPLACE FORM

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

**Name of Proposer**

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for any violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free work-place through implementation of Paragraphs 1 through 5.

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

Proposer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**LETTER OF INTENT  
(VERIFICATION OF M/WBE UTILIZATION)**

**\*INSTRUCTIONS\*** Proposers shall place the following on their letterhead, executed by their authorized agent. Signed Letters of Intent must be submitted with the Proposal for each M/WBE Subconsultant(s) listed by the Proposer on Form B, Project Team. If percentages or dollar values listed on this agreement differ from percentages or dollar values listed on Form B and C of the proposal, the values listed on this Letter of Intent will supercede for RFP scoring/evaluation.

The subcontract will reflect a 72 hour prompt payment clause.

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

---

M/WBE Subconsultant

---

Specific Scope(s) of Work

---

Subcontract Percentage/Amount

I understand that I shall not be allowed to substitute or change subconsultants 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. 94-02/98-25, as modified.

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

---

Authorized Agent of Prime Consultant

---

Date

---

Printed Name & Title

---

Authorized Agent of M/WBE Subconsultant

---

Date

---

Printed Name & Title

---

M/WBE Address

---

Phone Number/Fax Number

LETTER OF INTENT  
(VERIFICATION OF SERVICE-DISABLED VETERAN UTILIZATION)

**\*INSTRUCTIONS\*** Proposers shall place the following on their letterhead, executed by their authorized agent. Signed Letter must be submitted with the Proposal for each Service-Disabled Veteran Sub-consultant(s) listed by the Proposer of Form B, Project Team. If percentages or dollar values listed on this agreement differ from percentages or dollar values listed on Form B and C of the proposal, the values listed on this Letter of Intent will supersede for RFP scoring/evaluation.

The subcontract will reflect a 72 hour prompt payment cause.

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

\_\_\_\_\_  
SDV Sub-consultant

\_\_\_\_\_  
Specific Scope(s) of Work

\_\_\_\_\_  
Subcontract Percentage/Amount

I understand that I shall not be allowed to substitute or change Subcontractors, without the express prior 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-Disable Veteran Business Program requirements contained in the Orange County Ordinance, Orange County Code, Chapter 17, Article III, Division 5.

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

\_\_\_\_\_  
Authorized Agent of Prime Consultant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Authorized Agent of SDV Sub-consultant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
SDV Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

*For Staff Use Only:*

Initially submitted on \_\_\_\_\_

Updated On \_\_\_\_\_

Specific Project Expenditure Report (Revised November 5, 2010)

For use as of March 1, 2011

**ORANGE COUNTY CONVENTION CENTER (OCCC) MARKET FEASIBILITY  
STUDY AND CAMPUS MASTER PLAN PROGRAM**

Case or Bid No. **Y14-809 -SB**

**ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT**

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

**This is the initial Form: \_\_\_\_\_**

**This is a Subsequent Form: \_\_\_\_\_**

**Part I**

**Please complete all of the following:**

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

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

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

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



Company Name: \_\_\_\_\_

**Part III  
ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

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

Date: \_\_\_\_\_

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

**PRINT NAME AND TITLE:** \_\_\_\_\_

STATE OF \_\_\_\_\_ :  
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 his/her authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and consultant(s), if applicable, for certain projects or issues that will ultimately be decided by the Board of County Commissioners (BCC).

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

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

### **WHO NEEDS TO FILE THE SPR?**

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

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

### **HOW ARE THE KEY RELEVANT TERMS DEFINED?**

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

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

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

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

**DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?**

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

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

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

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

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

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

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

**CONCLUSION:**

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

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



*For Staff Use Only:*

Date Submitted \_\_\_\_\_

Date Updated \_\_\_\_\_

Bid Number **Y14-809 -SB**

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

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

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

**Part I**

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

Legal Name of Applicant: \_\_\_\_\_

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

\_\_\_\_\_

Business Phone ( ) \_\_\_\_\_

Facsimile ( ) \_\_\_\_\_

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

Name of Applicant's Authorized Agent:  
\_\_\_\_\_

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

\_\_\_\_\_

Business Phone ( ) \_\_\_\_\_

Facsimile ( ) \_\_\_\_\_

*For Staff Use Only:*

Date Submitted \_\_\_\_\_

Date Updated \_\_\_\_\_

Bid Number **Y14-809 -SB**

**Company Name:** \_\_\_\_\_

**Part II**

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

\_\_\_ YES \_\_\_ NO

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

\_\_\_ YES \_\_\_ NO

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

\_\_\_ YES \_\_\_ NO

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Use additional sheets of paper if necessary)

*For Staff Use Only:*

Date Submitted \_\_\_\_\_

Date Updated \_\_\_\_\_

Bid Number **Y14-809 -SB**

**Company Name:** \_\_\_\_\_

**Part III**

**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

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

\_\_\_\_\_  
Signature of Applicant

Date: \_\_\_\_\_

Print Name and Title of Person completing this form: \_\_\_\_\_

STATE OF \_\_\_\_\_ :  
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.

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



I/WE, (PRINT PROPOSER NAME) \_\_\_\_\_, DO  
HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT (PRINT AGENT'S NAME),  
\_\_\_\_\_, TO EXECUTE ANY PETITIONS OR OTHER DOCUMENTS  
NECESSARY TO AFFECT THE **CONTRACT APPROVAL PROCESS** MORE SPECIFICALLY DESCRIBED AS  
FOLLOWS, RFP NO. Y14-809-SB, ORANGE COUNTY CONVENTION CENTER (OCCC) MARKET  
**FEASIBILITY STUDY AND CAMPUS MASTER PLAN PROGRAM**, AND TO APPEAR ON MY/OUR BEHALF  
BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS **CONTRACT** AND TO  
ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THIS CONTRACT.

Date: \_\_\_\_\_  
\_\_\_\_\_  
Signature of Proposer

STATE OF \_\_\_\_\_ :  
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: \_\_\_\_\_

**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.)

**FORM O**  
**FAQS**

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

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

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

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

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

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

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

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

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

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

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

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

**CONCLUSION:**

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

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

**E VERIFICATION CERTIFICATION**

**Contract Y14-809-SB**

**NAME OF CONSULTANT:** \_\_\_\_\_ (referred to herein as "Consultant")

**ADDRESS OF CONSULTANT:** \_\_\_\_\_

---

The undersigned does hereby certify that the above named consultant:

1. Is registered and is using the E-Verify system; or
2. Does not have any employees and does not intend to hire any new employees during the period of time that the consultant will be providing services under the contract and consequently is unable to register to use the E-Verify system; or
3. Employs individuals that were hired prior to the commencement of providing labor on the contract and does not intend to hire any new employees during the period of time that the contractor will be providing labor under the contract, and consequently is unable to use the E-Verify system.

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

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

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



**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 above individuals 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