

Issue Date: March 25, 2015

REQUEST FOR PROPOSALS
FOR
FINANCIAL ADVISORY SERVICES

RFP # Y15-1034-LC

The Orange County Board of County Commissioners, Orange County, Florida, invites interested parties to submit proposals **no later than 2:00 PM, Thursday, April 23, 2015**, for providing Financial Advisory Services to the Board of County Commissioners.

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

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

Johnny Richardson, CPPO, CFCM
Manager, Procurement Division

NOTICE TO PROPOSERS

To ensure that your proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Linda Carson, Senior Purchasing Agent, at (407) 836-5548, whose email address is Linda.Carson@ocfl.net. **You may contact Linda Carson at any time during this process, including during the Black out Period.**

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE</u>
PURPOSE	2
INSTRUCTIONS TO PROPOSERS	2
TERMS AND CONDITIONS	3-9
PROPOSAL FORMAT	10-22
SELECTION CRITERIA	23
SCOPE OF SERVICES	24-26
FEE SCHEDULE FORM	27-29
EMERGENCY CONTACTS	30
ACKNOWLEDGEMENT OF ADDENDA (If needed)	30
EMPLOYMENT DATA, SCHEDULE OF MINORITIES AND WOMEN	
SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM	
SCHEDULE OF SUBCONTRACTING – SDV PARTICIPATION FORM	
LOCATION	
CONFLICT/NON/CONFLICT OF INTEREST FORM AND DISCLOSURE	
AUTHORIZED SIGNATORIES/NEGOTIATORS	
DRUG-FREE WORKPLACE FORM	
WELFARE TRANSITION AND/OR DISLOCATED WORKER FORM	
LETTERS OF INTENT	
E-VERIFICATION CERTIFICATION	
RELATIONSHIP DISCLOSURE FORM	
RELATIONSHIP DISCLOSURE FORM - FREQUENTLY ASKED QUESTIONS (FAQ)	

TABLE OF CONTENTS (CONTINUED)

<u>DESCRIPTION</u>	<u>PAGE</u>
ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT	
EXPENDITURE REPORT- FREQUENTLY ASKED QUESTIONS (FAQ)	
AGENT AUTHORIZATION FORM	
EXHIBIT A – LEASED EMPLOYEE AFFIDAVIT	
EXHIBIT B – COMMERCIAL GENERAL LIABILITY	
EXHIBIT C – COMMERCIAL GENERAL LIABILITY	
EXHIBIT D – WORKERS COMPENSATION & EMPLOYEES LIABILITY INSURANCE POLICY	
EXHIBIT E – WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US	
EXHIBIT F - SAMPLE ENGAGEMENT LETTER	
EXHIBIT G - MISCELLANEOUS ORANGE COUNTY FINANCIAL INFORMATION	

REQUEST FOR PROPOSALS
FOR
FINANCIAL ADVISORY SERVICES

RFP #Y15-1034-LC

PURPOSE

The Orange County Board of County Commissioners, Orange County, Florida, is soliciting for a provider of financial advisory services. The County will select one or more firms to provide the financial advisory services as further described in the Scope of Services. Throughout the term of an engagement resulting from this RFP, the selected firm(s) shall provide at least the services described in the Scope of Services, and shall maintain staffing and firm capabilities equivalent to those in place when the firm(s) selection was made. However, at the sole discretion of the County, the County may at any time obtain the services of such other financial advisory consultants as the County deems necessary, even to perform duties included in this Scope of Services.

INSTRUCTIONS TO PROPOSERS

Firms or companies desiring to provide services, as described in the Scope of Services, shall submit sealed proposals, one (1) original, eight (8) copies and one (1) electronic copy on CD or USB drive not later than **2:00 PM local time Thursday April 23, 2015**, to the Orange County Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, Florida 32801, (407) 836-5635.

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

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

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

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

TERMS AND CONDITIONS

1. ACCEPTANCE/REJECTION/CANCELLATION

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

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

2. CLARIFICATION

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

3. WITHDRAWAL OF PROPOSAL

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide to the County the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.

4. SEALED PROPOSALS

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

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

5. PROPOSAL PREPARATION

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

6. INSURANCE

Vendor/Contractor agrees to maintain on a primary basis and at its sole

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

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

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

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

Required Coverage:

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

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

Optional Coverage:

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

By entering into this contract Vendor/Contractor agrees to provide a

waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

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

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County Board of County Commissioners
c/o Procurement Division
400 E. South Street, 2nd Floor
Orlando, Florida 32801

7. DRAFT ENGAGEMENT LETTER

The form of engagement letter that the County intends to use for award is enclosed for reference. Any exceptions to this standard engagement letter must be clearly indicated by return of the engagement letter with the proposal, with exceptions clearly noted.

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

8. ACCOUNTING SYSTEM

The Contractor shall establish and maintain a reasonable accounting system,

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

9. **SHORTLISTS, PROTESTS and LOBBYING**

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

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

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

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

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

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

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

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

10. **PUBLIC ENTITY CRIME**

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

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

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

11. AVAILABILITY OF FUNDS

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

12. TOBACCO FREE CAMPUS

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

13. CONTRACT TERM

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

14. SCHEDULE OF SUBCONTRACTING

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

15. EQUAL OPPORTUNITY

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender

expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the Contractor shall abide by the following provisions:

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

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

16. QUESTIONS REGARDING THIS RFP

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

Any proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.

All questions or concerns regarding this Request for Proposals must be submitted in writing, by email to Linda.Carson@ocfl.net no later than 5:00 PM Thursday, April 9, 2015 to the attention of Linda Carson, Procurement Division, referencing the RFP number. When required the Procurement Division will issue an addendum to the Request for Proposals. The addendum will be available on the Internet for access by potential proposers. Proposers are instructed not to contact the initiating division directly. No oral interpretation of this Request for Proposal shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Procurement Division Manager. **You may contact Linda Carson at any time during this process, including during the Black Out Period.**

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

17. DEBRIEFING OF PROPOSERS

Not later than thirty (30) days after Board approval of a selection or shortlist, a proposer may submit a written request to the applicable contract administrator or

purchasing agent for a debriefing on the evaluation of their proposal. The contract administrator/purchasing agent will schedule a meeting with the Proposer for the debriefing. However, at the Proposer's request, the debriefing may be conducted via telephone conference or the proposer may request a copy of the digital recording of the selection on CD for a \$30.00 fee per CD. The debriefing shall include the following minimum information:

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

Untimely debriefing requests will also be considered.

18. REFERENCE CHECKS

The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced contract. Contact persons shall have been informed that they are being used as a reference and that the County may be contacting them. More than one person can be listed but all shall have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project.

Failure of references listed to respond to the County's inquiries may negatively impact the evaluation of the Proposal. The reference shall be the owner or a representative of the owner.

19. CONFIDENTIAL INFORMATION

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

PROPOSAL FORMAT

Any firm interested in serving as financial advisor to Orange County (hereinafter referred to as the County) is expected to demonstrate in their proposal that their firm can meet the following minimum requirements:

MINIMUM FIRM REQUIREMENTS

- A.** The firm's assigned advisors must demonstrate an understanding of Orange County credits and have substantial experience in the issuance of tax-exempt municipal bonds and notes and in providing general financial advisory services to comparable governmental entities;
- B.** Primary firms must be listed in the most recent edition of The Bond Buyer's Municipal Marketplace (i.e., the "Red Book");
- C.** The firm must not have any adversarial litigation against the County or any of its officers or employees. Firms that have litigation which would require waiver by the Board of County Commissioners should consider not submitting a proposal;
- D.** The firm's advisors must have sufficient time to execute and fulfill the duties of financial advisor and/or co-financial advisor to Orange County and not be burdened by professional responsibilities or workload or by personal or other constraints which would interfere in any material respect with the principal's or firm's obligations hereunder; and
- E.** Commitment that the firm will execute an engagement letter substantially in the form contained in the attached Sample Engagement Letter, which shall constitute the firm's contract with the County.

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

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

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

The following information shall be submitted with your proposal. Failure to submit this information in its entirety will negatively impact the evaluation of your proposal. **All proposals must contain direct responses to the following numbered questions or requests for information and be organized with tabs or other means to make responses readily identifiable and in the same sequence as the numbered items outlined below. Responses to each numbered question or request for information must begin on a new page with the question repeated at the top of the page.**

1) LETTER OF TRANSMITTAL

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

Your letter of transmittal should include the following:

- Name of the firm submitting the proposal,
- Name and title of the individual with responsibility for this response and to whom matters regarding this RFP should be directed,
- Mailing address,
- Telephone number, e-mail address, and fax number of firm's primary contact, and
- Brief narrative of the firm's qualifications to provide financial advisory services to the County, including confirmation the firm is a registered SEC and MSRB *Municipal Advisor*.
- Response to each of the listed Minimum Firm Requirements

2) QUALIFICATIONS OF STAFF (KEY PERSONNEL)

Provide qualifications of the key personnel assigned to provide the financial advisory services requested. The information provided must specifically include:

- a) The name, title, years of experience, office location, area of specialty (if applicable) of the Financial Advisor and Co-Financial Advisor who will be designated as the "contact person" for the firm's proposal and who will be the advisor primarily responsible for ensuring the proper performance of the services to be rendered to the County. The contact person shall be an "industry leader" in financial advisory services and demonstrate such industry leadership by having membership or accreditation by financial advisory professional associations and governmental financial organizations. Provide the applicable professional memberships, accreditations, and licenses held throughout the career of those key personnel proposed to serve the County.

- b) An individual resume, name, title, years of experience, office location, area of specialty (if applicable) and description of relevant experience and expertise of each advisor expected to perform services for the County;
- c) Provide written confirmation (on its letterhead) signed by an officer of the firm that the advisors identified in the proposal will be the staff who will provide the services required by the resultant agreement. Any substitution shall have prior approval of the County. Any substitution without such prior approval shall be grounds for disqualification or termination.

3) **QUALIFICATIONS OF THE FIRM (EXPERIENCE AND CAPABILITIES)**

The County requires that each firm responding to this proposal identify its qualifications as they relate to providing the services outlined in the Scope of Services. Responses in this section generally request examples of the firm's experience, capabilities, and structure (and the direct value of that experience, capability, and structure) that will be available to fill the County needs. The information provided must specifically include:

- a) The number of years the firm has been in the financial advisory business and previous names for the business, if any;
- b) A description of the capabilities, experience and expertise of the firm as a whole in the following aspects of financial management as detailed in Section IV:
 - i) Development of financing plans;
 - ii) Issuance of tax-exempt debt (bonds and notes);
 - iii) Debt backed by Tourist Development Tax (TDT) is the most common form of outstanding debt for the County. Please explain the experience of your firm with the County and Florida TDT and your view on the best approach if future TDT debt is needed or if future capital planning indicates large projects would qualify for TDT funding. Describe the experience of your firm in modeling the County or Florida TDT revenues, expenses, and debt capacity.
 - iv) Describe a specific past example of a significant financial project or plan of finance designed by your firm as financial advisor for an organization located in the County (or as near the County as possible if your firm has never previously worked on a significant the County project). Provide the planning process, revenue projection process, debt or finance plan, approval process, the course of the project, and the resulting outcomes in relation to the expected planning. The County is particularly interested in

large high-cost projects that will be recognizable in and around Orange County and Central Florida;

- v) Orange County has a unique and robust economy. In order to achieve the best credit ratings possible, Orange County must explain the Orange County economy to rating agencies to present the growing diversification and economic opportunity. For this reason, the County seeks a financial advisory firm with demonstrated experience in presenting credits to national rating agencies from issuers in the County that operate in this unique economy. For the last ten years, please provide all ratings actions for financial advisory clients of your firm located in Orange County (county, schools, cities, authorities, etc.) when your firm was financial advisor to the County client. Briefly describe how the financial advisory services provided by your firm to the client and the experience presenting the credit impacted the ratings process outcome. If your firm has not had Orange County clients in the last ten years, please briefly describe your understanding of clients like the County that your firm has assisted elsewhere with rating agency presentations and ratings processes.

- c) A brief description of the firm's present and projected workload, staffing and capacity to allocate the resources needed to provide prompt, quality financial advisory services;

- d) A list of up to thirty (30) debt issues for which the firm has served as financial advisor since January 2005 up to the date of proposals.. Complete the following table for each issue, sorting Orange County, then Florida transactions first, and providing the information identified below:
 - Security Source
 - Issuance Date
 - Size
 - Title and Ratings
 - Lead Person Assigned & Firm Role(s) (Lead or Co-FA)
 - Competitive or negotiated transaction
 - Structure: Fixed, VRDB, Auction Rate, Synthetic Fixed or variable, Credit Enhancement, etc.

Representative Table						
Security Source	Issuance Date	Size	Title & Purpose	Lead Person & Firm Role	Competitive/ Negotiated	Structure

- e) For those transactions in your responses above and the Representative Table, given the changes in the financial markets and the problems associated with structures that involve insurers, bank liquidity backed debt, and synthetic fixed or variable rate structures involving swaps, would your firm advise clients in those specific transactions to follow the same course in current financial markets;
- f) Describe the capabilities of your firm to assist the County in meeting the requirements to analyze post-issuance trading in the days and weeks following a future County debt issuance
- g) List five (5) references with client contact information including firm name, address, telephone number, email address and point of contact. Client references shall be provided for relationships with the primary staff proposed by the firm to serve Orange County in the response to this RFP;
- h) A description of any disciplinary action, administrative proceedings or malpractice claim or other like proceeding against the firm or any of its advisors, whether current, pending, or threatened, as well as any such action, proceeding or claim occurring during the past five years; and
- i) A description (including specific allegations, findings, determinations – both preliminary and final, and settlements) of any financing for a Florida client of the firm in the last five (5) years that has been subject to preliminary determination or adverse determination by the Internal Revenue Service, Securities and Exchange Commission, Municipal Securities Rulemaking Board, or other official oversight agency.

NOTE: The Financial Advisor must bring substantial financial experience. The County anticipates hiring a firm or team with the understanding that the principal contact person(s) designated by the firms will be assisted on an individual assignment basis, by other resources available to the firm. Therefore, experience of both the individual(s) primarily responsible to the County and the firm, as a whole, will be significant in the selection process.

4) FIRM'S APPROACH TO PROVIDING SERVICES AND SUPPORT

State how the firm will approach providing services outlined in this request and how it will schedule key personnel availability. Describe the proposed methodology to perform scope of services described herein. As indicated in the Scope of Services, it is the County's intent to obtain sound, independent and objective advice and the County seeks to select a firm with an advantageous approach in this regard. It should be noted that the Financial Advisor and Co-Financial Advisor will be prohibited from acting as underwriter(s) for Orange County (on any basis) during the term of the agreement resulting from this RFP. Provide work samples including, but not limited to, debt structuring models, strategic financial planning and innovative financial structures. Response shall include:

- a) Understanding of Requirements. After evaluating this Request for Proposals, including the attached access to MISCELLANEOUS ORANGE COUNTY FINANCIAL INFORMATION, provide a statement demonstrating an understanding of the services and support required by this Request for Proposals;
- b) Services and Support.
 - i) Provide a brief summary of the firm's operating philosophy, and
 - ii) Provide a brief statement of how the firm intends to fulfill requirements outlined in this request for proposals.

Responses to each of the following questions will be used to measure the proposer's experience and knowledge in matters often considered or presented before the County. Please respond to the following in a separate tabbed subsection.

- c) Reviewing the percentage of negotiated sales and competitive sales your firm recommended as Financial Advisor in up to 30 issues provided in the chart above, describe your philosophy on choosing a sale method for your clients and describe how that would impact the County preference to issue competitively and any benefits and risks the County might encounter.
- d) The County uses a large portion of Sales Tax for annual expenses, County utilities have relatively low amounts of outstanding debt, and the County does not levy the maximum gas tax. As such, the County has significant capacity to issue additional debt which it chooses not to utilize. Describe your view of this approach, and any experience your firm has in assisting similar clients to defend their conservative debt issuance policies against outside forces seeking to increase debt to fund immediate projects.
- e) Describe the work of your firm with public private partnerships to initiate development projects through the use of assessments (MSBU, etc.), increment revenues (TIF, CRA, impact fees, etc.), and other such financial structures either by themselves or in combinations.

5) FEE SCHEDULE FORM

Each proposer shall complete and submit the Fee Schedule Form included herein.

The following information (Items 6 through 11) should be submitted to insure that your proposal is adequately evaluated. Failure to provide this information will negatively impact the score of your proposal.

6. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE:

- A. Proposers must address how they intend to comply with the Orange County M/WBE Ordinance, No. 94-02 and amended by Ordinance No. 2009-21. The goal of 24% utilization of certified minority/women business

enterprise is applicable to this project. The Ordinance also addresses minority/women group employment levels setting goals to encourage each Proposer to maintain 24% minority and women employee workforce levels in specific categories.

- B. M/WBE firms must be Orange County certified at time of submittal of the Proposal and must be certified in the area(s) for which they will be used. If a firm claims to be certified, but is not listed on the County's website, ocfl.net, the Proposer should obtain a copy of their Orange County certificate and/or contact the Business Development Division at 407-836-7317 for verification of certification. Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola Counties) are eligible for Orange County certification.
- C. Effective August 1, 2003, the County has implemented a graduation program whereby M/WBE firms designated as graduates can participate in the M/WBE program only on specified projects. A prime Contractor may only use a graduate M/WBE to satisfy M/WBE participation in the following:
- For Professional Services in which estimated the overall contractual fees to be awarded to the prime in excess of \$500,000.
 - Vertical construction projects in which the total prime contractor's estimate in excess of \$10,000,000.
 - Horizontal construction projects in which the total prime contractor's estimate in excess of \$7,000,000.
 - Other construction projects in which the total estimate is in excess \$7,000,000.

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

- D. 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 in advance of submittal of proposal for information on acquiring and applying credits.
- E. Proposers must submit signed Letter of Intent with their Proposal for all current Orange County certified M/WBE subcontractors identified on the **SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM**. These Letters of Intent must indicate the scope of work to be performed by every M/WBE plus the percentage of the contract fees to be contracted to the listed subcontractor.

- F. The awarded prime Contractor's responsibilities and requirements are itemized below:
1. Incorporate a 72-hour prompt payment assurance provision and payment schedule in all contracts between the prime and sub-Contractors.
 2. File copies of all executed subcontractor agreement/contracts between the prime and all M/WBE subcontractors on the project to Orange County Business Development Division.
 3. The awarded prime Contractor shall furnish written documentation evidencing actual dollars paid to each subcontractor utilized by the prime Contractor on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the prime Contractor prior to the issuance of final payment.
 4. The prime Contractor shall submit an updated quarterly MWBE utilization report and the "Employment Data, Schedule of Minorities and Women" report for all professional service contracts. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period.
 5. The awarded prime Contractor shall not substitute, replace or terminate any M/WBE firm without prior written authorization of the County, nor shall the prime reduce the scope of work or monetary value of a subcontractor without written authorization of the County. The prime Contractor shall notify the Business Development Division of any additional awards to the M/WBE firm on the prime Contractor's team and the addition of any new M/WBE firm to the prime Contractor's team on that project.
 6. The prime Contractor shall expeditiously advise all M/WBE's and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the M/WBE firm on their team.

Execution of the contract between Orange County and the Proposer shall be contingent upon the filing of executed contracts between the Proposer and the M/WBE subs listed on the SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM with the Business Development Division.

Proposers are expressly prohibited from substituting subcontractors projected to perform five percent (5%) or more of the overall work as stated in the written Proposal. Such substitution, for any reason, after opening of the Proposal, and

prior to award by the County, shall result in disqualification of the Proposal from further consideration for award, except in extraordinary circumstances. Examples of such circumstances are the subcontractors' firm going out of business; death of the owner of the firm; or the inability of the sub-Contractor to perform the work specified. Should such an occurrence arise, it must be substantiated, and the sub- substitution approved, by the County prior to contact execution.

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

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

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

7. LOCATION FORM

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

8. CONFLICT OF INTEREST FORM AND DISCLOSURE

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

Your firm is requested at this time to disclose possible conflicts that may arise, so that your response to this RFP can be evaluated in light of those potential conflicts. The selected firms will be chosen with those potential conflicts recognized and accepted by the County.

- A. A list of entities with which the County has common dealings is provided, however it is the responsibility of the proposer to anticipate conflicts and disclose those relationships here to prevent later termination if an undisclosed conflict arises and the selected firm must decline to serve the County.
 - Adjacent central Florida Counties
 - Water and Solid Waste Utilities with service area in Orange, Brevard, Osceola, Seminole, Lake, and Polk counties of Florida
 - Municipalities in Orange, Brevard, Osceola, Seminole, Lake, and Polk counties of Florida

- Florida Department of Transportation
- Land Developers
- Hotel/Motel businesses

9. ETHICS COMPLIANCE

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

- A. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in Section 2-351, Orange County Code. This form shall be completed and submitted with any bid, proposal or other response to an Orange County solicitation. The Proposer shall not be awarded a contract unless this form has been completed and submitted.
- B. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder, proposer or responder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with your proposal.

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

10. AUTHORIZED SIGNATORIES/NEGOTIATORS FORM

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

11. DRUG-FREE WORKPLACE FORM

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

12. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the contractor to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the contractor to perform work pursuant to the contract with Orange County. For more information on this process, please refer to United States Citizenship and Immigration Service site at:
<http://www.uscis.gov/portal/site/uscis>.

Only those employees determined eligible to work within the United States

shall be employed under the contract.

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

13. BONUS POINTS FOR HIRING OF WELFARE TRANSITION AND DISLOCATED WORKERS

Proposers may be awarded a maximum of five (5) bonus points for a commitment to hire welfare transition and dislocated workers residing in the Metropolitan Statistical Area (MSA) as fulltime employees. One point will be awarded for each new fulltime hire up to and including a maximum of five (5) points. To be eligible for bonus points, Proposers must complete the attached Form WR- Section I, listing the number of welfare recipients to be hired fulltime and submit with their proposal. Bonus points shall only be awarded once for any one individual hired. Individuals hired may be employed in any position within the firm but must be hired on a fulltime basis.

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

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

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

14. BONUS POINTS FOR UTILIZING REGISTERED SERVICE-DISABLED VETERAN FIRMS

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

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

up to a maximum of 5 SDV sub-Contractors for a maximum of ten (10) points.

- D. All SDV firms must be Orange County registered at the time of submittal of the proposal and must be registered in the area(s) for which they will be used. If a firm claims to be registered, but is not listed on the County's website, ocfl.net, the Proposer should obtain a copy of their Orange County registration and/or contact the Business Development Division at 407-836-7317 for verification of registration. Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola counties) are eligible for Orange County registration.
- E. Proposers shall submit signed Letters of Intent with their proposal. Proposers for all current Orange County registered subcontractors identified on the **SCHEDULE OF SUBCONTRACTING – SDV PARTICIPATION FORM**. These letters of Intent must indicate the scope of work to be performed by every registered SDV plus the percentage of the contract fees to be contracted to the listed subcontractor.
- F. The Contractor's responsibilities and requirements are itemized below:
1. Incorporate a 72-hour prompt payment assurance provision and payment schedule in all contracts between the prime and sub-Contractors.
 2. File copies of all executed subcontractor agreement/contracts between the prime and all SDV subcontractors on the project to Orange County Business Development Division.
 3. The Contractor shall furnish written documentation evidencing actual dollars paid to each subcontractor utilized by the prime Contractor on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the prime Contractor prior to the issuance of final payment.
 4. The Contractor shall submit an updated quarterly SDV utilization report and the "Employment Data, Schedule of Minorities and Women" report for all professional service contracts. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period.
 5. The Contractor shall not substitute, replace or terminate any SDV firm without prior written authorization of the County, nor shall the Contractor reduce the scope of work or monetary value of a subcontractor without written authorization of the County. The Contractor shall notify the Business Development Division of any additional awards to the SDV firm on the Contractor's team and the addition of any new SDV firm to the Contractor's team on that

project.

6. The Contractor shall expeditiously advise all SDV's and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the SDV firm(s) on their team.

Execution of the contract between Orange County and the Proposer shall be contingent upon the filing of executed contracts between the Proposer and the SDV subs listed on the SCHEDULE OF SUBCONTRACTING - SDV PARTICIPATION FORM with the Business Development Division.

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

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

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

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

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

If a registered SDV, entitled to the vendor preference and one (1) or more other M/WBE businesses also entitled to this preference, or another vendor preference provided by the Orange County Code, submits bids, proposals, or replies for the

procurement of goods or services which are otherwise equal with respect to all relevant considerations, including price, quality and service, then the Procurement Division Manager will award the procurement or contract to the business having the smallest net worth.

SELECTION - CRITERIA

<u>CRITERIA</u>	<u>WEIGHT</u>
Qualifications of Staff	20
Qualification of Firm	20
Technical Approach	20
M/WBE Utilization	10
Location	10
Fee Proposal	20
TOTAL	100
Welfare Transition and Dislocated Workers Hires	5 Bonus Points
Registered SDV Sub Contractor Hires	10 Bonus Points
Registered SDV Prime proposers	5 Bonus Points

SCOPE OF SERVICES

The consultant will provide financial advisory services, relating to planning, preparing, marketing and distributing tax-exempt bond issues, notes, certificates or other appropriate financial instruments for capital improvement programs or capital acquisitions, and general financial advisory services authorized by the County. It is Orange County's intent to obtain sound, independent and objective advice. Therefore, the County reserves the right to select the firm with the most advantageous approach in this regard. The Financial Advisor and Co-Financial Advisor will be prohibited from acting as underwriter(s) for Orange County (on any basis) during the term of the contract.

Financial advisory services shall include, but may not be necessarily limited to, the following:

A. Services Relative to Financing Plan Development

For each project or program specified by the County's designated representative, the Financial Advisor shall develop a plan of finance in consultation with County staff, the County Attorney or his designee, the County's Comptroller's Office, engineering consultants, bond counsel, special counsel or other consultants as authorized by the County's designated representative. The plan shall be based on engineering or feasibility studies relating to the proposed projects or programs, studies pertaining to revenue projections, sensitivity analysis on revenue levels, and the existing financial and legal structure of the County.

The plan of finance shall include, but will not be necessarily limited to, the following;

1. A thorough review and analysis of the existing financial resources and legal structure of the County, and a review of all relevant data pertaining to the project(s) planned by Orange County;
2. Recommendations for possible changes in or additions to the existing financial resources and legal structures;
3. Review of existing debt structure and financial resources to determine available borrowing capacity and the desirability of refinancing any of the County's existing debt;
4. Recommendation of the appropriate financial structure for proposed projects and provision to the County of information about the structure of financing programs used by other counties;
5. Recommendations for the need for short or intermediate term financing prior to or in conjunction with long term financing;

6. Advice on terms and features of bonds and on timing and marketing of bond issues;
7. Providing the County with assistance with the preparation of cash flow forecasts for proposed issues addressing debt service requirements and sources of funding; and
8. Performance of other related services as required as relates to development of a financing plan.

B. Services Relative to Primary Debt Issuances

In addition, the Financial Advisor shall, at the designated representative's request, provide the following services in conjunction with the issuance of debt instruments by Orange County:

1. Evaluate and/or recommend a financial structure;
2. Prepare and update schedules (timetables) for each bond issuance and distribute to the working group;
3. Prepare or assist in the preparation of preliminary and final official statements;
4. Develop and assist in rating agency presentations;
5. Assist counsel in preparation of trust indentures, bond resolutions, loan agreements or similar documents;
6. Prepare bid documents (if appropriate, electronic), conduct offering activities and evaluate bids for competitive sales;
7. Assist in the selection of underwriters for negotiated sales;
8. Monitor market conditions and recommend optimal time for market entry;
9. Assist, when appropriate, in negotiating the gross spread and the interest rates for each maturity offered;
10. Participate and assist in closings;
11. Provide recommendations at the County's request on the investment of proceeds;
12. Obtain or assist in obtaining commitments from bond insurers;
13. Obtain bids or proposals for bond insurers, financial printing services, escrow verification services, paying agents, registrar and other services as required;

14. Provide an opinion as to the appropriateness and fairness of each bond issue including an evaluation of the underwriters' performance;
15. Present a report and summary conclusions on each bond issue to the Board of County Commissioners after closing; and
16. Perform other debt related services as required.

C. Services Relative to Other Financial Planning and General Financial Advisory Services

From time to time, the County may issue a work order to request financial planning and/or advisory services not described in Sections A and B. Such services may include, but may not necessarily be limited to, the following:

1. Computer modeling of revenue and expenditures;
2. Development of a master financing structure for multiple issues of debt;
3. Analysis of financing alternatives for specified programs or projects;
4. Development of goals, objectives and criteria to be incorporated in a long range comprehensive debt management system;
5. Development of an extraordinary financing structure that is subsequently used by the County for issuance or refunding of debt;
6. Preparation of a rating agency program or presentation not directly related to the issuance of debt;
7. Financial and/or economic impact of specific programs being considered or proposed;
8. Provide investment management services such as escrow monitoring and/or restructuring (where appropriate);
9. Monitor the County's debt structure and provide innovative or creative ideas for enhancing the County's position (i.e., improving coverage, reducing debt load, reducing interest rate, removing restrictive covenants, etc.); and
10. Perform other related services as required as it relates to financial planning and general financial advisory services.

In addition to the above, the successful firms will be required upon proper authorization to consult with the County Administrator's Office, the County Attorney's Office, the County Comptroller's Office and other pertinent County departments or divisions relative to questions that may arise with regard to outstanding or proposed County debt. Also the consultant shall inform the County of any substitution without such prior approval shall be grounds for termination.

FEE SCHEDULE FORM

RFP # Y15-1034-LC

The Contractor shall provide all labor, equipment, manpower and other resources necessary to provide the services in strict accordance with the scope of services or specifications defined in this solicitation.

Fees for Financial Advisory Services:

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

Proposed fees will be considered in selecting firms. When evaluating total projected cost, the County will use typical bond sizes of \$15 million refunding, \$25 million refunding, \$60 million refunding, \$105 million refunding, \$150 million new money, and \$225 million new money, to produce a calculation for the expected cost projection from the fees proposed.

Minimum fee for a successful closing of bonded debt: \$ _____
 (If your firm does not require a minimum fee, then respond "No minimum, refer to fees in the chart.")

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

Maximum fee for a successful closing of bonded debt: \$ _____
 (If your firm does not offer a capped maximum fee, then respond "No maximum, refer to fees in the chart.")

- b) In the following table, provide the hourly fee rate and appropriate titles for firm staff that would provide services to the County. Hourly fees for Financial Advisory services unrelated to bond issuance will be authorized by work order and require detailed time reports to accompany the invoices. The generic

classifications provided are just guidelines and you can use as many or as few of these as are necessary to correspond to the actual staff levels proposed by your firm to provide service to the County:

HOURLY FEE PROPOSAL TABLE			
Generic Classifications	Actual Corresponding Title in Proposers Firm		Hourly Fee
Senior or Managing Partner			
Principal or Partner			
Senior Associate or VP			
Associate or Assistant VP			
Analyst			
Office Assistant/Clerical			

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

c) Flat Fees

Alternatively, if your firm seeks a form of continuing compensation (i.e. retainer fee) either in addition to fees mentioned above or as an alternative payment option for either or both transactional and non-transactional work, provide your expected compensation as a fixed annual cost, payable annually. Describe whether your flat fees would be a retainer that was credited in some form toward transactional or hourly work, or whether the payments would be simply periodic compensation. Then explain how this proposed compensation would impact the transactional and hourly fee structure set forth in Section a) and b) of the Fee section above.

d) Responder Calculated Fees

For computation clarification, based upon the information in your responses to the minimum, maximum, and other transactional fees per \$1,000 of bonds issued, provide the proposed fees and computation based upon your response for successful completion of bonded debt in the following amounts:

- \$15,000,000 refunding issue
- \$60,000,000 refunding issue
- \$225,000,000 new money issue

The County may negotiate a best and final fee offer from the selected firm(s) or individual(s); or in the alternative, negotiate fees on a "per task" basis.

- e) Reimbursement for Costs - Unless the County and the successful proposers agree otherwise, the County will reimburse the firm for the expenses incurred by it for copying (\$.10 per page for black and white, \$1.00 per color page), facsimile (\$1.00 per page), postage, overnight delivery, long distance telephone calls (exclusive of long distance telephone calls incurred between cities in which the firm has offices), court reporter fees, transcripts, court filing fees, process service charges, and extraordinary travel expenses. There will be no reimbursement for any other expenses not identified in the preceding sentence without the express written authorization of the Manager of Fiscal and Business Services or designee. All invoices submitted for such reimbursements shall contain complete and detailed information supported by appropriate receipts for the requested reimbursement.

Travel, lodging and meals will only be reimbursed at rates allowed to public employees under state law, all without mark-up or multiplier. In the case of firms accepting the points awarded in this RFP for "local" firms, travel expense reimbursements are expected to be infrequent and approved only by prior consent when: 1) the County seeks immediate consultation involving last minute travel arrangements, or 2) when the County seeks special financial advisory services outside the scope of services of this RFP from advisors outside the local office or 3) services provided at another venue other than Orange County.

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____ Cell Phone Number: _____

Residence Telephone Number: _____

ACKNOWLEDGEMENT OF ADDENDA

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

Addendum No._____, Date_____ Addendum No._____, Date_____

Addendum No._____, Date_____ Addendum No._____, Date_____

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

RFP Number & Title: Y15-1034-LC Financial Advisory Services

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

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

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

Name of Firm: _____ Period of Report: _____ No. of Years in Business in Orange County: _____

Form Completed By: _____
Name/Title (Printed or Typed)
(Signature)

Form Approved By: _____

Name/Title (Printed or Typed)

(Signature)

SCHEDULE OF SUB-CONTRACTING - M/WBE PARTICIPATION FORM

RFP Number & Title: Y15-1034-LC Financial Advisory Services

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

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

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

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

Company Name: _____

Signature: _____

Date: _____

SCHEDULE OF SUB-CONTRACTING - SDV PARTICIPATION FORM

RFP Number & Title: Y15-1034-LC Financial Advisory Services

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

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

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

Company Name: _____

Signature: _____

Date: _____



LOCATION

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

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

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

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

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

OR

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

LITIGATION STATEMENT

CHECK ONE

- The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.
- The undersigned bidder, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

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

AUTHORIZED SIGNATORIES/NEGOTIATORS

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

Name	Title	Telephone Number/Email

(Signature)

(Date)

(Title)

(Name of Business)

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

Type of Organization

Sole Proprietorship Partnership Non-Profit

Joint Venture Corporation

State of Incorporation: _____

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

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

Federal I.D. number is _____

DRUG-FREE WORKPLACE FORM

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

Name of Business

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

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

Proposer's Signature

Date

WELFARE TRANSITION AND/OR DISLOCATED WORKER

PROPOSED HIRING INFORMATION

Section I: To be Submitted with Proposal

Firm: _____

Address: _____

Phone Number: _____

Email Address: _____

Number of Individuals to be Hired: _____

Signature of Authorized Representative of Above Firm: _____

Printed Name: _____

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

Verification: I certify that the below individual are eligible.

Individual Complete Name:

1. _____ 2. _____

3. _____ 4. _____

5. _____ 6. _____

**CareerSource Central Florida
609 North Powers Drive, Suite 340
Orlando, Florida 32818
(407) 531-1223**

Signature: _____

Printed Name: _____

LETTER OF INTENT

(VERIFICATION OF MWBE UTILIZATION)

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

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

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

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

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

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

Authorized Agent of Prime Contractor	Date	
Printed Name & Title		
Authorized Agent of M/WBE Sub-Contractor	Date	
Printed Name & Title		
M/WBE Address		
City	State	Zip Code
Phone Number	Fax Number	

LETTER OF INTENT

(VERIFICATION OF SERVICE-DISABLED VETERAN UTILIZATION)

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

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

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

Service-Disabled Veteran Sub-Contractor

Specific Scope(s) of Work/Services

Subcontract Percentage/Amount

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

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

_____	_____	
Authorized Agent of Prime Contractor	Date	

Printed Name & Title		
_____	_____	
Authorized Agent of Service-Disabled Veteran Sub-Contractor	Date	

Printed Name & Title		

Service-Disabled Veteran Address		

_____	_____	_____
City	State	Zip Code
_____		_____
Phone Number	Fax Number	

E VERIFICATION CERTIFICATION

Contract No.Y15-1034-LC

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

All persons, including subcontractors and their workforce, who will perform work under **Contract No. Y15-1034-LC Financial Advisory Services**, within the state of Florida.

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

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

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

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

Part I

INFORMATION ON PROPOSER:

Legal Name of Applicant:

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

Business Phone: () _____

Facsimile: () _____

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

Name of Applicant's Authorized Agent:

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

Business Phone: () _____

Facsimile: () _____

Part II

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

___ YES ___ NO

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

___ YES ___ NO

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

___ YES ___ NO

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

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

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

Signature of Bidder
Date

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

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

Staff signature and date of receipt of form

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

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
RELATIONSHIP DISCLOSURE FORM

Updated 6-28-11

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

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

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

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

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

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

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

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONCLUSION:

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

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

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

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

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

Part I

Please complete all of the following:

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

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

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

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

Part II

Expenditures:

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

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

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

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

Part III

Original signature and notarization required

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

_____ Date

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

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

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

Staff signature and date of receipt of form

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

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

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

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

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

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

WHO NEEDS TO FILE THE SPR?

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

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

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

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

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

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

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

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

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

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

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

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

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

CONCLUSION:

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

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

AGENT AUTHORIZATION FORM

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

Signature of Bidder

Date

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

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

EXHIBIT A

LEASED EMPLOYEE AFFIDAVIT

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

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

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

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

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

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

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<p>PRODUCER</p> <p>1. Name of Agent or Broker Street Address City, State, Zip</p>	<p>CONTACT NAME:</p> <p>PHONE (A/C, No, Ext): FAX (A/C, No):</p> <p>E-MAIL ADDRESS:</p> <hr/> <p style="text-align: center;">INSURER(S) AFFORDING COVERAGE NAIC #</p> <p>INSURER A: _____</p> <p>INSURER B: _____</p> <p>INSURER C: 3. _____</p> <p>INSURER D: _____</p> <p>INSURER E: _____</p> <p>INSURER F: _____</p>
<p>INSURED</p> <p>2. Name of Insured Street Address City, State, Zip</p>	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADOL INBR	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	8. LIMITS
3.	<p>GENERAL LIABILITY</p> <p><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY</p> <p><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR</p> <hr/> <p>GEN'L AGGREGATE LIMIT APPLIES PER:</p> <p><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC</p>	4.	5.	6.	7.		<p>EACH OCCURRENCE \$</p> <p>DAMAGE TO RENTED PREMISES (Ea occurrence) \$</p> <p>MED EXP (Any one person) \$</p> <p>PERSONAL & ADV INJURY \$</p> <p>GENERAL AGGREGATE \$</p> <p>PRODUCTS - COM/POP AGG \$</p> <p>\$</p>
	<p>AUTOMOBILE LIABILITY</p> <p>9.</p> <p><input type="checkbox"/> ANY AUTO</p> <p><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS</p> <p><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS</p>						<p>COMBINED SINGLE LIMIT (Ea accident) \$</p> <p>BODILY INJURY (Per person) \$</p> <p>BODILY INJURY (Per accident) \$</p> <p>PROPERTY DAMAGE (Per accident) \$</p> <p>\$</p>
	<p>UMBRELLA LIAB <input type="checkbox"/> OCCUR</p> <p>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE</p> <p>DED <input type="checkbox"/> RETENTION \$</p>						<p>EACH OCCURRENCE \$</p> <p>AGGREGATE \$</p> <p>\$</p>
	<p>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY 10. <input type="checkbox"/> Y/N</p> <p>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</p> <p>If yes, describe under DESCRIPTION OF OPERATIONS below</p>	N/A					<p><input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER</p> <p>E.L. EACH ACCIDENT \$</p> <p>E.L. DISEASE - EA EMPLOYEE \$</p> <p>E.L. DISEASE - POLICY LIMIT \$</p>
11.							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Orange County Government is additionally insured on the General Liability Policy. A waiver of subrogation applies in favor of Orange County Government, it's agents, employees, and officials on the Worker's Compensation Policy.

<p>CERTIFICATE HOLDER</p> <p>13. Orange County Board of County Commissioners Procurement Division 400 E. South Street Orlando, Florida 32801</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <hr/> <p>AUTHORIZED REPRESENTATIVE</p> <p>14. _____</p>
---	---

ORANGE COUNTY CERTIFICATE OF INSURANCE REVIEW GUIDE

1. **PRODUCER:** Agent's name and address must be shown along with contact name phone, fax, and email address.
2. **INSURED:** Legal name and address of the entity entering into the contract or agreement
3. **INSURERS AFFORDING COVERAGE & NAIC #:** Name of the insurance company that is insuring the line of coverage. The INSURER and applicable letter will be used throughout the certificate to indicate the lines of coverage placed with a particular insurance company. A letter must be shown in the INSUR L TR section for each coverage line listed on the certificate.
4. **ADDL INSR:** Signifies whether coverage includes additional insured status. Very few agents use this section. Additional insured status is usually discussed in the Description of Operations/Locations/Vehicles section.
5. **SUBR WVD:** Signifies that a waiver of subrogation is in valid for each line of coverage as indicated.
6. **POLICY NUMBER:** A policy number should be listed for each line of coverage for which commercial insurance is being provided.
7. **POLICY EFFECTIVE/EXPIRATION DATES:** Effective and expiration dates should fall within the time frame of the inception of the contract or agreement.
8. **LIMITS:** As required in the written agreement. The general aggregate should be at least twice the per occurrence limit for all continuing service contracts. If the aggregate limit applies separately then the PROJECT box should be marked.
9. **AUTOMOBILE LIABILITY:** The ANY AUTO box is preferable however; some organizations do not own vehicles so the other boxes may be marked.
10. **WORKERS' COMPENSATION:** Look closely to see if any proprietor, partner, or executive officer is excluded. If so, please contact Risk Management for waiver approval. The WC STATUTORY LIMITS box must be selected.
11. **OTHER:** This section is used for other coverage such as professional liability and employee dishonesty. The same rules apply with regards to policy numbers, effective and expiration dates and limits.
12. **DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES:** This section typically contains any special or qualifying language such as additional insured status or waivers of subrogation. If additional space is needed an ACORD 101 should be attached. Please note that these certificates are for information only and do not confer any rights upon the certificate holder. This is why we also ask for the specific policy language or endorsement specifying that these provisions are in place.
13. **CERTIFICATE HOLDER:** Orange County Board of County Commissioners should be listed as the certificate holder. Individual departments and divisions should not be listed as the primary certificate holder.
14. **AUTHORIZED REPRESENTATIVE:** This section should contain the signature of the person authorized to issue the certificate on behalf of the insurance company.

EXHIBIT B

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<i>The following are additional insured under the Professional Liability section of this policy (already included under the GL by form #86571).</i>
YOUR MEDICAL DIRECTORS AND ADMINISTRATORS, INCLUDING PROFESSIONAL PERSONS, BUT ONLY WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FOR THE NAMED INSURED AS MEDICAL DIRECTORS AND ADMINISTRATORS;
AN INDEPENDENT CONTRACTOR IS AN INSURED ONLY FOR THE CONDUCT OF YOUR BUSINESS AND SOLELY WHILE PERFORMING SERVICES FOR A CLIENT OF THE NAMED INSURED, BUT SOLELY WITHIN THE SCOPE OF SERVICES CONTEMPLATED BY THE NAMED INSURED;
STUDENTS IN TRAINING WHILE PREFORMING DUTIES AS INSTRUCTED BY THE NAMED INSURED;
ANY ENTITY YOU ARE REQUIRED IN A WRITTEN CONTRACT (HEREINAFTER CALLED ADDITIONAL INSURED) TO NAME AS AN INSURED IS AN INSURED BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF YOUR PREMISES OR OPERATIONS:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily Injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of you ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT C

POLICY NUMBER: _____ COMMERCIAL GENERAL LIABILITY
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ATTN: PROCUREMENT DIVISION 400 E. SOUTH STREET, 2 nd FLOOR ORLANDO, FL 32801
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily Injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT D

WORKERS COMPENSTION AND EMPLOYEES LIABILITY
INSURANCE POLICY WC 00 03 13

2ND Reprint

Effective April 1, 1984

Advisory

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Name of Person or Organization:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: PROCUREMENT DIVISION
400 E. SOUTH STREET, 2nd FLOOR
ORLANDO, FL 32801

© 1983 National Council on Compensation Insurance, Inc.

©NCCI Holdings, Inc.

EXHIBIT E

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: PROCUREMENT DIVISION
400 E. SOUTH STREET, 2nd FLOOR
ORLANDO, FL 32801

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

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

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

EXHIBIT F - SAMPLE ENGAGEMENT LETTER

Contract # Y15-1034-LC

This Contract is made as of the (Date), by and between Orange County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and (Firm), a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is (Number). In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of Financial Advisory Services as more specifically set forth in the Scope of Services detailed in Exhibit "A". The Financial Advisor providing the services detailed in this Attachment is prohibited from acting as underwriter(s) for Orange County (on any basis) during the term of this agreement.

The COUNTY'S representative/liaison during the performance of this Contract shall be the Manager of Orange County's Fiscal and Business Services Division or his designee.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on (Date) and complete all services by (Date).

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

This contract may be extended, by mutual agreement, for two additional one year periods up to an approximate total not to exceed five (5) years at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this contract. However, the COUNTY will reserve its right to terminate the engagement of the financial advisor and/or co-financial advisor at any time, with or without cause, and there can be no assurance that any such financings will be initiated during the period of engagement.

ARTICLE 3 - PAYMENTS TO CONSULTANTS

- A. Fee Schedule - Fees for services shall be in accordance with Exhibit "B".
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY, indicating that services have been rendered in conformity with the Contract (especially Exhibits B and D) and then will

be sent to the Finance Department for payment. Invoices must reference this contract number. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.

- C. "Out of Pocket" expenses shall be limited to those defined as authorized under Chapter 112.061, Florida Statutes subject to COUNTY approval. All requests for payment of "out of pocket" expenses eligible for reimbursement under the terms of this contract shall include copies of paid receipts invoices or other documentation acceptable to the Orange County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of services described in this contract. (See Exhibits A and B). The COUNTY will not be charged for travel expenses incurred by bankers located in the Orlando office.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT shall clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to Orange County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH IN NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT and 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. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

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

- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of that work that have not been terminated.

ARTICLE 6 - PERSONNEL

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

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

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

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 – SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 8 - FEDERAL AND STATE TAX

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

The CONSULTANT shall be responsible for payment of its own and its share of its

employees FICA and Social Security benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE

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

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

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

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

Required Coverage:

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

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

Optional Coverage:

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

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

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

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. CONSULTANT shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The CONSULTANT shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County Board of County Commissioners
c/o Procurement Division
400 E. South Street, 2nd Floor
Orlando, Florida 32801

ARTICLE 11 - INDEMNIFICATION

- A. The CONSULTANT shall be liable and agrees to be liable for, and shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgements or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys fees arising out of the CONSULTANT's errors, omissions, and/or negligence if the COUNTY separately requested the CONSULTANT, in writing, to perform the services in advance of providing such services and the CONSULTANT has, in writing, agreed to perform such services in advance. The CONSULTANT shall not be liable to, nor be required to indemnify the COUNTY for any portion of damages arising out of any

- error, omission, and/or negligence of the COUNTY, its employees, agents, or representatives, and/or damages arising out of any errors, omissions and /or negligence of any third party. The CONSULTANT's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the CONSULTANT's limit of, or lack of, sufficient insurance protection.
- B. To the extent that CONSULTANT provides services to COUNTY without a written request nor written agreement by CONSULTANT to perform such services, in lieu of such indemnification, COUNTY shall look solely to CONSULTANT's policy of professional liability insurance required by Article 10(c)(4).
- C. The indemnity, defense and hold harmless obligations of the CONSULTANT set forth in paragraph A and B of this Article 11 shall exclude any claims, suits, judgments, demands, liabilities, damages, cost and expense of any kind or nature arising directly or indirectly out of any legal, accounting, tax, engineering, feasibility or professional advice, report or matter which is given or produced by consultants or professionals (other than the CONSULTANT) engaged by the COUNTY and provided to the CONSULTANT by the designated County representative. The COUNTY acknowledges that under this contract CONSULTANT does not provide any legal, accounting, tax, engineering or feasibility services, or professional advice outside the Scope of Services set forth in Appendix (A) to this contract. CONSULTANT shall be able to rely upon any reports, information, or professional advice provided to the CONSULTANT by the designated COUNTY representative, without a duty to independently verify the accuracy, completeness or fairness of the same. The CONSULTANT will review and provide advice, with regard to the marketing of securities, on Official Statements or similar documents used in the public or private offering or sale of securities. However, CONSULTANT has not been engaged to verify the accuracy, fairness or completeness of the Official Statement or similar documents used in the public or private offering or sale of securities and other duties included in the Scope of Service in Exhibit A.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Orange County. No remedy

herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 - CONFLICT OF INTEREST

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

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

ARTICLE 15 - EXCUSABLE DELAYS

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

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

ARTICLE 16 - ARREARS

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no

obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 19 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, or fixed fee consultant hired for general business purposes, to solicit or secure this Contract; and further that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee, or a fixed fee consultant hired for general

business purposes, working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The COUNTY, including the Comptroller's Office and/or its designees, shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S local place of business. If records are unavailable locally, it shall be the CONSULTANT'S responsibility to insure that all required records are provided to the COUNTY at the consultant's expense.

ARTICLE 21 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 22 – MINORITY REPORTING

The CONSULTANT shall be responsible for reporting M/WBE sub-consultant contract dollar amount(s) for the M/WBE consultant(s) listed in this document by submitting the appropriate documents evidencing contract award of work to the Business Development Division.

The CONSULTANT shall be responsible for reporting 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 in the Business Development Division with a copy to the representative, within ten (10) days after issuance of individual assignments or task authorizations.

ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, deleted, modified, superseded or otherwise altered, except by written amendment executed by the parties hereto. Such amendment(s) are not valid, binding, and enforceable unless signed for the COUNTY by an authorized Purchasing and Contracts Department representative.

ARTICLE 24 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to

recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 25 - AUTHORITY TO PRACTICE

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

ARTICLE 26 - SEVERABILITY

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

ARTICLE 27 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 28 – CONTRACT MANAGEMENT

Annual Budget – Within 30 days of a request from the County, the CONSULTANT shall provide a written statement of its estimate if it's anticipated professional fees and out-of-pocket expenses for the upcoming 12-month period.

Expenditure Control – Prior to undertaking each major task enumerated in the Scope of Services, the COUNTY shall deliver a written statement of work which describes the task(s) which the COUNTY wishes CONSULTANT to perform (a “work order,” the

form of which is attached hereto as Exhibit D), and based on the proposed scope of work set forth in such work order, the CONSULTANT shall provide the COUNTY'S designated representative a written statement of its projection of the hours involved in each task, the estimated breakdown of those hours by employee classification and the professional fees anticipated to be charged for the task. The CONSULTANT will not begin such task until written authorization to process has been given by the County's designated representative. The total estimated amount for the task will not be exceeded without prior written authorization of the County.

Q. In the event that COUNTY employees or its agents (other than the COUNTY'S designated representative) request CONSULTANT to perform professional services hereunder, the CONSULTANT shall promptly notify the COUNTY'S designated representative of such request, and obtain authorization to proceed therewith. CONSULTANT must obtain such authorization prior to the commencement of such services. Failure by the CONSULTANT to follow such procedure may, at the sole discretion of the COUNTY, result in non-payment of such fees incurred under such request.

ARTICLE 29 – WORK AUTHORIZATION

Only the following persons may authorize work under this contract:

County Mayor
County Administrator
Assistant County Administrator
Manager of Fiscal and Business Services
Assistant Manager of Fiscal and Business Services

ARTICLE 30 - NOTICE

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

Fred Winterkamp
Manager, Orange County's Fiscal and Business Services Division
201 S. Rosalind Avenue, 3rd Floor
Orlando, FL 32801
(407) 836-2920

and if sent to the CONSULTANT shall be mailed to:

(Firm Contact, Name and Mailing Address)

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

ORANGE COUNTY, FLORIDA

By: _____
Johnny Richardson, CFCM, CPPO
Manager, Procurement

CONSULTANT:
(Firm Name)

By: _____
(Firm Officer)
(Title)

ENGAGEMENT LETTER

EXHIBIT "A"

SCOPE OF SERVICES

ENGAGEMENT LETTER

EXHIBIT "B"

FEE SCHEDULE

ENGAGEMENT LETTER

EXHIBIT "C"

PERSONNEL AND SUBCONTRACTOR

List Staff

EMERGENCY CONTACT

Emergency Contact Person: (Firm Contact)

Telephone Number: (407) Cell phone Number: (407)

Residence Telephone Number: (407)

ENGAGEMENT LETTER

EXHIBIT "D"

WORK ORDER FOR FINANCIAL ADVISORY SERVICES

WORK ORDER NO: _____

DATE: _____

PROJECT: _____,
as further described on the attachment hereto entitled "Scope of Services" (the "PROJECT").

AUTHORIZATION TO PROCEED: Execution of this Work Order by Orange County (the "COUNTY") shall serve as authorization for _____. (hereinafter, the "CONSULTANT") to provide professional services as set out in the Scope of Services attached hereto for the above PROJECT. Whenever the Work Order conflicts with the Contract Y15-1034-LC dated as of [Date] (the "Contract"), such Contract shall prevail.

TIME FOR COMPLETION: The CONSULTANT shall use its best efforts to substantially complete the PROJECT on or before _____.
[MONTH] [DAY], [YEAR]

COMPENSATION: Payment to (Selected Firm) shall be made by the COUNTY in accordance with the payment terms set forth in Article [] and Exhibit [] of the Contract.

This Work Order is issued on a:

- Inclusion Under Retainer
- Time Basis Method
- Fixed Fee Per \$1,000 Method

- (a) If the compensation is based on an "Inclusion Under Retainer" then the work is part of the Scope of Services and will be performed as part of the retainer fee.

- (b) If the compensation is based on a "**Time Basis Method,**" then the CONSULTANT shall perform all work required by this Work Order for a Professional Fee based on the actual work required by this Work Order and on the Hourly Fees schedule set forth in Article [] and Exhibit [] of the Contract, plus reimbursable expenses. Pursuant to Article [] of the Contract, CONSULTANT hereby provides the COUNTY with estimates of the following:

Projection of hours involved in each task: _____

Total estimated professional fees: \$ per hour blended rate.

The total estimated amount for the task set forth in the Scope of Services attached hereto will not be exceed without prior written authorization of the COUNTY.

- (c) If the compensation is based on a **Fixed Fee Per \$1,000 method**, the CONSULTANT'S Professional Fee shall be based on Article [] and Exhibit [] of the Contract, plus reimbursable out-of-pocket expenses pursuant to Article 3(c) of the Contract.

It is expressly understood by the CONSULTANT that this Work Order, until executed by the County, does not authorize the performance of any service by the CONSULTANT.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order as of the date first above written.

Consultant

ORANGE COUNTY, FLORIDA

By: _____

By: _____
Fred Winterkamp, Manager
Fiscal and Business Services

Attachment: Work Order Scope of Services

EXHIBIT G

ORANGE COUNTY RFP FOR FINANCIAL ADVISORY SERVICES

Miscellaneous Orange County Financial Information

Introduction

In order to assist proposers with their response to this RFP, the County reminds responders that historical information is available relating to the debt activities of the County, as well as current financial status of various debt repayment revenues and outstanding debt. The information available summarizes outstanding debt, credit ratings, revenues, MADS, and coverage tests for various revenue sources that might be involved in financial transactions. To access the financial information about the County debt and pledged revenues, go to the Orange County Comptroller website at www.occompt.com and drop down the “Finance” tab on the main page to then select “Financial Reports” and then select “Bond Disclosure Supplement Reports”. The County also maintains a DAC website and has detailed information on EMMA as well.

This information may assist proposers in understanding the historical level of work and staff commitment required to serve the County. The RFP makes it clear that there is no guarantee of any work or transactions to be undertaken during the term of the engagement. Following the last recession and the associated reduction in County revenues, the County does not currently have pending capital projects planned for funding from long-term new money bonded debt. However, there are always refunding and other initiatives and proposals under consideration. Since interest rates were generally favorable during the last decade, the County was able to refund much of the outstanding County debt.