

**REQUEST FOR PROPOSALS - RFP #Y16-166-ZM**

**NOTICE IS HEREBY GIVEN** that the Orange County 2015 Value Adjustment Board (VAB) Orange County, Florida, invites interested attorneys and law Contractors to submit Proposals for:

**PRIVATE COUNSEL FOR 2015 ORANGE COUNTY VALUE ADJUSTMENT BOARD**

Johnny M. Richardson, CPPO, CFCM  
Procurement Division Manager

**NOTICE TO PROPOSER:**

Sealed Proposals will be accepted at Orange County Comptroller's Office, 201 S. Rosalind Avenue, 4th Floor, Orlando, FL 32801. Copies of this RFP may be requested by phoning (407) 836-7300 or by emailing [vab@occompt.com](mailto:vab@occompt.com).

Proposers shall not direct any queries or statements concerning their Proposal to the 2015 VAB members, any Orange County Procurement Committee, or County or Comptroller 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.

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. All questions or concerns regarding this Request for Proposal must be submitted in writing. They may be faxed to (407) 836-5382, sent by email to [vab@occompt.com](mailto:vab@occompt.com) or mailed to the 2015 Value Adjustment Board c/o Comptroller's Clerk's Office, 201 S. Rosalind Avenue, Orlando, FL 32801. **Questions or concerns must be received by no later than 5:00 P.M. November 10, 2015**, to the attention of Katie Smith, Deputy Clerk to the Value Adjustment Board, referencing the **RFP # Y16-166-ZM**

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## **GENERAL TERMS AND CONDITIONS**

### **1. GENERAL INFORMATION**

It is the sole responsibility of the Proposer to ensure that his or her Proposal reaches the Orange County Comptroller's Clerk's Office on or before the closing date and time. The County shall in no way be responsible for delays caused by any occurrence including deliveries made to any place other than the specified address. Failure to receive such Proposal by the date and time specified in this Request for Proposal will result in non-consideration. 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).

All Proposals must be typewritten or handwritten in pen and ink, and must be signed in ink by an officer or employee having authority to bind the company or Contractor. Errors, corrections, or changes on any document must be initialed by the signatory of the Proposal.

### **2. ACCEPTANCE/REJECTION/CANCELLATION**

The VAB, as issuer of this RFP, 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 its interests, or to award a contract to the next-most qualified Proposer if a successful Proposer does not execute a contract within 30 days after approval of the selection by the Board of County Commissioners or other competent authority.

The VAB reserves the right 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.

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

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 90 days, to provide the services set forth in this Request for Proposals, or until one or more of the Proposals have been awarded.

### **3. CONFLICT OF INTEREST**

The award is subject to provisions of applicable State Statutes and County Ordinances. All responders must disclose with their quote the name of any officer, director, or agent who is also an employee of Orange County. Further, all responders must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the responder's Contractor or any of its branches. Should the

Contractor permanently or temporarily hire any County employee who is, or has been, directly involved with the Contractor prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the County.

#### **4. LEGAL REQUIREMENTS**

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer shall in no way be a cause for relief from responsibility.

- A. Proposers doing business with the County are prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- B. Minority Business Enterprise/Women Business Enterprise (MBE/WBE)
  - 1. MBE - A minority-owned business is a for-profit business, regardless of size, which is owned, operated and controlled by minority group members. Minority group members are United States citizens, or lawfully admitted permanent residents who are include Black, Hispanic, Native American, Asian-Indian and Asian-Pacific. Ownership by minority individuals means the business is at least 51% owned by such minorities.
  - 2. WBE – A women-owned business is a for-profit business which is owned, operated, and controlled by at least 51% or more women. The business must be open for at least six months. The business owner must be a United Citizen or lawfully admitted permanent residents.

Businesses wishing to participate in the County procurement process as an MBE/WBE are required to complete a certification application to attain recognition as such. You may contact the Purchasing and Contracts Division or the Business Development Division for information and assistance.

*Note: This area of the RFP is the only time Proposers may contact someone other than the Staff Contact listed on page 1 of this RFP.*

#### **5. FLORIDA PREFERENCE**

In the event this Request for Proposal is to acquire personal property and the lowest responsive and responsible quote submitted in response to this invitation for quote, is by a Proposer whose principal place of business is in a state other than Florida and such state or political subdivision thereof grants a preference for the purchase of personal property to a person whose principal place of business is in such state, then Orange County Florida may award a preference to the lowest responsive and responsible Proposer having a principal place of business within the State of Florida. Such preference shall be equal to the preference granted by the state in which the lowest

responsive and responsible Proposer has its principal place of business. This section shall not apply to transportation projects which Federal aid funds are used.

Any Proposer whose principal place of business is outside the State of Florida must accompany any written quote documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. Reference Section 287.084, Florida Statutes.

## **6. RECIPROCAL IN-STATE PREFERENCE**

In the event the lowest responsive and responsible Proposal in response to any RFP is by a Proposer whose principal place of business is in a county other than Orange County, and such county grants a preference for purchases to a Proposer whose principal place of business is in such a county, then Orange County may award a preference to the next lowest responsive and responsible Proposer having a principal place of business within Orange County, Florida. Such preference shall be equal to the preference granted by the county in which the lowest responsive and responsible Proposer has its principal place of business.

## **7. CONTRACTUAL AGREEMENT**

This RFP shall be included and incorporated in the final contract. The order of contract precedence will be the contract, this RFP document and the provided response. Any and all legal actions associated with this RFP and/or the resultant contract shall be held in Orange County with interpretation according to the laws of the State of Florida.

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

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

The VAB intends to enter into a one year term contract, with a renewal clause for three (3) additional terms of twelve (12) months, for services as described herein.

## **8. FEDERAL AND STATE TAX**

Orange County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Procurement Division Manager will sign an exemption certificate submitted by the Contractor. Proposers doing business with Orange County shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Proposer be authorized to use the County's Tax Exemption Number in securing such materials.

## 9. SUBMISSION OF PROPOSAL

Proposers desiring to provide services, as described in this RFP and the Scope of Work, shall submit a sealed Proposal containing one (1) paper original and one (1) electronic copy (preferably as a pdf on a jump drive or CD) **not later than 2:30 PM local time, December 01, 2015** to the Orange County Value Adjustment Board, c/o the Orange County Comptroller's Clerk's Office, 201 S. Rosalind Avenue, 4th Floor, Orlando, Florida 32801, (407) 836-7300.

**Proposals shall be sealed and Proposers should indicate on their Proposal the following:**

- A. Request for Proposal (RFP) Number Y16-166-ZM
- B. Date of Opening: December 01, 2015
- C. Name of Proposer

Responses by telephone, telegram, or fax will not be accepted. Such responses will be rejected as non-responsive regardless of where such responses are received.

## 10. INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY

The provisions of Section 768.28, Florida Statutes, applicable to Orange County, Florida apply in full to this contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the County or Comptroller acting within the scope of their office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the County or Comptroller acting within the scope of their employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered as a result of any act, event or failure to act.

The County shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of their employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

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

## **11. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

By submission of this Proposal, the Proposer certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this Proposal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor.
- B. Unless otherwise required by law, the prices which have been quoted in this quote have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other Proposer or to any competitor; and,
- C. No attempt has been made or will be made by the Proposer to induce any other person or Contractor to submit or not to submit a Proposal for the purpose of restricting competition.

## **12. NO ASSIGNMENT OF CONTRACT**

The Proposer may not make any assignment of the contractual agreement between the parties, in whole or in part, without prior written authorization as may be given by the County, at its sole discretion.

No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party without written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent.

## **13. LAWS AND REGULATIONS**

The Proposer shall comply with all applicable Federal, State and local laws, ordinances and regulations during the performance of this contract.

## **14. QUESTIONS REGARDING THIS RFP**

When required, an addendum will be issued 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 VAB members 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 VAB.

This provision exists solely for the convenience and administrative efficiency of Orange County. A Proposer or other third party does not gain 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.

## **SPECIFIC TERMS AND CONDITIONS**

### **1. AWARD**

Award shall be made on an "All-or-None Total Offer" basis.

### **2. POST AWARD MEETING**

Within ten (10) days after receipt of notification of award of Proposal, Contractor shall meet with VAB Chair and staff to discuss job procedures and scheduling.

### **3. PERFORMANCE**

Timely performance is of the essence in the award of this Request for Proposals. Performance shall be as indicated on the Request for Proposal Form, attached hereto. Proposals which fail to meet this requirement shall be rejected. Failure of the Contractor to meet this performance requirement may result in default, immediate cancellation of the contract, and all other applicable remedies available to the County under State Law.

It is hereby understood and mutually agreed to by and between parties hereto that the time of performance is an essential condition of this contract.

If said Proposer shall neglect, fail or refuse to provide the services within the time herein specified, then the Proposer does hereby agree as part of the consideration for the awarding of this contract, to pay Orange County the sum extended by the County to contract for like services approved by the Procurement Division for the period from the required scheduled commencement date until performance of services covered in the Request for Proposal is completed.

### **4. TERMINATION**

**A. Termination for Default:** The County may, by written notice to the Contractor, terminate this contract for default in whole or in part if the Contractor fails to:

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

Prior to termination for default, the County will provide adequate written notice to the Contractor through the Procurement Manager, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Contractor in accordance with the County's Procurement Ordinance.



#### 4. TERMINATION (Continued)

##### A. Termination for Default (Continued)

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

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

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

##### B. Termination for Convenience

The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the COUNTY shall be liable only for goods or services delivered and accepted.

The COUNTY Notice of Termination shall provide the CONSULTANT thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

In the event of termination by the County as provided herein, the Contractor shall be paid for service performed and accepted through the date of termination.

#### 5. REFERENCE CHECKS

The contact people listed as references shall have personal knowledge of the Proposer's performance during the referenced contract. Contact persons must have been informed that they are being used as a reference and that the VAB Deputy Clerk may be contacting them. More than one person can be listed but all must have knowledge of the project. Do not list principals or officers who will not be able to answer specific questions regarding the project. Failure of references listed to respond to the County's inquiries may negatively impact the rating of the Proposal.

## 6. QUALIFICATIONS – RELEVANT EXPERIENCE/EXPERTISE

The County, with the approval of the 2015 VAB, 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.

**Note: Pursuant to Section 194.015, Florida Statutes, private counsel may not represent the property appraiser, the tax collector, any taxing authority, or any property owner in any administrative or judicial review of property taxes.**

- A. The name, resume, Florida Bar number, and a description of the relevant experience and expertise, in the VAB process, of the person to be designated as the “lead attorney” and “associate, if any” for both the Proposal and any work to be performed by the Contractor, if retained.
- B. A detailed statement of the experience and expertise of both the Contractor and the individual attorneys in the VAB process. How long has your Contractor been in business? List length of time, service sites, division/departments, and nature of operations.
  - 1. How long has attorney (s) been involved in the VAB process?
  - 2. What counties has attorney (s) served as legal counsel to the VAB?
  - 3. Has attorney (s) completed the annual training provided by the Department of Revenue (DOR)?
  - 4. Has attorney provided written comments regarding public hearing rulemaking workshops to the DOR?
- C. Any private counsel interested in serving as special legal counsel must:
  - 1. Be a private counsel, have a minimum of five (5) years’ experience in the area of VAB counsel and have extensive experience in real estate law and the law of ad valorem taxation.
  - 2. Have all insurance coverage required herein.
  - 3. Submit a Proposal complying with this RFP. The information, documents and other material submitted in the Proposal must be complete and accurate in all respects.
- D. Proposers shall submit the following with their quote:
  - 1. A list of three references, including specific claims providing name, address, telephone number, email address and contact.
  - 2. A statement describing the Contractor’s present and projected workload and ability to provide prompt, quality legal services.

## 6. QUALIFICATIONS (Continued)

3. A statement disclosing any current, pending or potential disciplinary action or malpractice claim or other like proceeding against the Contractor. Please list any partner or associate of the Contractor that is involved.
  4. Without breaching client confidentiality, a statement indicating whether any clients are currently involved or anticipate being involved in judicial or administrative litigation with the County (or its officers or employees) and whether any Contractor clients have filed in the past 12 months or anticipate filing in the next 12 months any form of regulatory application with the Board of County Commissioners.
  5. Without breaching client confidentiality, a description of any existing, potential or probable conflicts of interest which exist or which may arise for the Contractor during the contract term. The County's conflict of interest policy is attached. Contractors that have conflicts which would require waiver by the Board of County Commissioners should consider not submitting a Proposal.
- E. The hourly billable rates must include all expenses for those categories specified on **Attachment A** for the individual who will provide services under the contract.

**Note: Compensation based on hourly rates shall be calculated by multiplying the hourly rate by *only the actual time spent* by attorneys and paralegals, without multipliers, add-ons, "unit billing", or other variations that would or could result in payment for more than actual time spent.**

By submission of a Proposal, the Contractor does hereby assert that the rates provided to the County shall be not more than the rates charged to its most favored customer.

## 7. PRICING/AUDIT

The Proposer shall maintain adequate records to justify all prices for all items invoiced as well as all charges, expenses and cost incurred in performing the work for at least three (3) years after completion of this contract. The County shall have access to such books, records, subcontracts, financial operations, and documents of the Contractor or its subcontractors as required complying with this section for the purpose of inspection or audit during normal business hours at the Contractor's place of business.

## 8. PAYMENT

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed invoice, with supporting documents if required. Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act. Payment for accepted equipment/supplies/services will be accomplished by submission of an invoice to:

Value Adjustment Board @ [yab@occompt.com](mailto:yab@occompt.com)

## 9. INSURANCE COVERAGE

Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Proposer under this contract.

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

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

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

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

Required Coverage:

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

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.*

**9. INSURANCE COVERAGE (Continued)**

- B. Business Automobile Liability - The Contractor shall maintain coverage for all owned, non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 per accident. In the event the Contractor does not own automobiles the Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
  
- C. Workers' Compensation –The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. If Contractor is using an employee leasing company, it shall complete the Leased Employee Affidavit.

Required Endorsements:

Waiver of Subrogation – WC 00 03 13 or its equivalent

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

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

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

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

The certificate holder shall read:

Orange County Board of County Commissioners  
c/o Purchasing & Contracts Division  
400 E. South Street, 2<sup>nd</sup> Floor  
Orlando, Florida 32801

#### **10. CONVICTED VENDOR LIST**

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

## **PROPOSAL FORMAT**

Proposer must respond in the format delineated below with each section specifically identified. 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 or will render your Proposal non-responsive.

### **A. Relevant Experience/Expertise**

1. Name of Proposer, location of offices.
  - a. Capability, experience and expertise of the Proposer as a whole in the area of local government and specifically county charter government law, including the experience and qualifications of your Proposer that you consider pertinent or useful to the services to be rendered to the VAB.
  - b. A statement indicating whether your Proposer or any of its members, represents or has represented or performed legal services for Orange County, any Orange County agency or body or any officer, including Constitutional officers, local or regional authority or any municipal corporation or special district in Orange County and your view as to whether such representation would cause a conflict of interest or the appearance of a conflict in performing services for the VAB.
2. Relevant experience and expertise of the particular attorney (s) who will perform services for the VAB, including:
  - a. The name, resume, Florida Bar number, and a description of the relevant experience and expertise, in the VAB process, of the person to be designated as the "lead attorney" and associate if any, for both the Proposal and any work to be performed by the Contractor, if retained.
  - b. A detailed statement of the experience and expertise of both the Contractor and the individual attorneys in the VAB process. How long has your Contractor been in business? List length of time, service sites, division/departments, and nature of operations.
    1. How long have you been involved in the VAB process?
    2. What counties have you served as legal counsel to the VAB?
    3. Have you completed the annual training provided by the Department of Revenue (DOR)?
    4. Have you provided written comments regarding public hearing rulemaking workshops to the DOR?

## PROPOSAL FORMAT (Continued)

- c. Disclose all past or pending disciplinary proceedings against attorney who will be assigned to VAB matters filed by the Florida Bar or any other state bar organization. Include all such proceedings irrespective of whether they were dismissed or found to be without merit. Provide the outcome as to each.
- d. Any private counsel interested in serving as special legal counsel must:
  - 1. Be a private counsel, have a minimum of five (5) years' experience in the area of VAB counsel and have extensive experience in real estate law and the law of ad valorem taxation.
  - 2. Have all insurance coverage required herein.
  - 3. Submit a Proposal complying with this RFP. The information, documents and other material submitted in the Proposal must be complete and accurate in all respects.
- e. A list of three professional references, including any specific governmental clients providing name, e-mail address, telephone number and contact number.
- f. A statement describing the Contractor's present and projected workload and ability to provide prompt, quality legal services.

### **B. Proposer Resources**

Provide a statement indicating how Proposer will deploy resources or otherwise handle the absence or incapacity of the primary attorney. Be sure to provide the name, Florida Bar number, and brief biological sketch or resume of the attorney who will attend the VAB meetings and/or be responsible for the VAB's work in the absence or incapacity of the primary attorney.

### **C. Fee Proposal**

Submit the hourly billable rates for each category specified on **Attachment A** for the individual(s) who will provide services under the contract.

The VAB intends to enter into a one-year term contract, with a renewal clause for three additional terms of 12 months, for services under the contract.

Note: Compensation based on hourly rates will be calculated by multiplying the hourly rate by *only the actual time spent* by lawyers and paralegals, without multipliers, add-ons, "unit billing", or other variations that would or could result in payment for more than actual time spent.



### **Fee Proposal (Continued)**

By submission of a Proposal, the Contractor hereby asserts that the rates provided to the County shall be not more than the rates charged to its most favored customer.

#### **D. Written Agreement and Required Forms**

1. Agree in writing to **Appendices A, B, C, and D** as listed on Pages 22-23.
2. Complete **Appendix E** (Specific Project Expenditure Report and Relationship Disclosure Forms) which may be obtained on the Comptroller's web page as indicated on Pages 23 - 31
3. Complete **Appendix F** (Authorized Signatories/Negotiators Form) on Page 32.
4. Complete **Appendix G** (Drug Free Workplace Form) on Page 33.
5. Complete **Appendix H** (Conflict/Non-conflict of Interest Statement and Litigation Statement Form - with attachments as necessary) on Page 34.

## SELECTION CRITERIA

| <b>CRITERIA</b>  | <b>WEIGHT</b> |
|--|---------------|
| Capability, experience and expertise of the Proposer as a whole in the area of local government and specifically Requirements for Value Adjustment Boards in Administrative Reviews; Uniform Rules of Procedures for Hearings Before Value Adjustment Boards | <b>20</b>     |
| Relevant experience and expertise of the particular attorney(s) who will perform services for the VAB (including references)   | <b>40</b>     |
| Proposer Resources   | <b>10</b>     |
| Fee  | <b>30</b>     |
| <b>TOTAL</b>   | <b>100</b>    |

## SCOPE OF WORK

The Orange County Value Adjustment Board ("VAB") wishes to select and engage an attorney to provide service as legal counsel to the VAB. The VAB is created pursuant to Section 194.015, Florida Statutes.

The VAB is composed of two county commissioners, one school board member and two private citizen members, one each appointed by the Board of County Commissioners and the Orange County School Board.

As further described in Section 194.032, Florida Statutes, the VAB provides taxpayers an opportunity for administrative review of property taxes, including assessments of value for real and tangible personal property, complaints relating to denials of homestead exemptions and classifications of property and property tax deferrals. VAB hearing procedures are governed by Chapter 194, Florida Statutes, and rules promulgated by the Florida Department of Revenue (DOR), specifically Rule Chapters 12D-9 & 10. VAB hearings in Orange County are conducted by special magistrates appointed by the VAB. Special magistrate recommendations on VAB petitions have historically been adopted by the VAB without further reviews or hearings by the VAB.

Counsel to the VAB will be expected to attend all meetings of the VAB and render legal advice to members of the VAB and staff for the VAB. No meeting of the board shall take place unless counsel to the board is present.

Counsel shall perform all such legal and administrative services as would customarily be undertaken by private counsel to a board such as the VAB, including but not limited to the following:

1. Attend all meetings of the VAB and render such advice and assistance as required by the VAB to ensure that all actions taken by the board and its appointees meet the requirements of the law.
2. Research legal issues and prepare such opinions, memoranda and reports as requested by the VAB or the administrative support staff of the VAB. Such issues include review and response to any written complaints alleging noncompliance with the law by the VAB, special magistrate or support staff of the VAB.
3. Advise Board members, VAB staff and at times, special magistrates, on the interpretation and application of relevant statutes, regulations and policies, including Chapters 193 through 196, as well as the rules promulgated by the DOR.
4. Review all late-filed petitions to the VAB and make recommendations, without holding hearings, on the acceptance or denial of such late-filed petitions.
5. Actively use the online VAB software, named AXIA, as provided by the Orange County Comptroller's Office.

Pursuant to Section 194.181, Florida Statutes, the VAB is not a party in judicial review of property taxes and therefore does not currently anticipate the scope of services to include representation in litigation.

**ATTACHMENT A**

**PRICE PROPOSAL FORM RFP # Y16-166-ZM**

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

| <b>POSITION</b>                                     | <b>ESTIMATED ANNUAL HOURS*</b> | <b>HOURLY RATES</b> | <b>ESTIMATED ANNUAL TOTAL</b><br>(annual hours x hourly rate) |
|---|--------------------------------|---------------------|---|
| Partner   | 200                            | \$                  | \$  |
| Associate   | 50                             | \$                  | \$  |
| Total Estimated Proposal (sum of lines 1 & 2 above) |                                |                     | \$  |

\* *Estimated Annual Hours are for illustrative purposes only; neither the VAB nor the County makes any commitment regarding the number of actual hours that the VAB may need for legal services.*

| <b>EMERGENCY CONTACT INFORMATION</b> |  |
|--------------------------------------|--|
| Emergency Contact Person             |  |
| Daytime Telephone Number             |  |
| Cell Phone Number                    |  |
| Evening Telephone Number             |  |
| Email Address                        |  |

**ACKNOWLEDGEMENT OF ADDENDA**

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

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_ Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_ Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

## APPENDICES TO RFP # Y16-166-ZM

The information in the appendix is a material part of this RFP. All associated forms shall be completed and submitted as an Appendix to your Proposal.

| <b>Appendix</b> | <b>Topic</b>                                     | <b>Page</b> |
|-----------------|--|-------------|
| A               | Audit  | 22          |
| B               | Tobacco Free Campus                              | 22          |
| C               | Equal Opportunity                                | 22          |
| D               | Debriefing of Proposer                           | 23          |
| E               | Ethics Compliance Information Ethics Forms       | 23          |
| F               | Authorized Signatories/Negotiators Form          | 32          |
| G               | Drug Free Workplace Form                         | 33          |
| H               | Conflict/Non-Conflict of Interest Statement Form | 34          |

## **Appendix A            AUDIT**

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

## **Appendix B            TOBACCO FREE CAMPUS**

Virtually all Orange County operations under the Board of County Commissioners are designated as tobacco free. This policy applies 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, electronic 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.

## **Appendix C            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 Proposer shall abide by the following provisions:

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

## **Appendix D            DEBRIEFING OF PROPOSERS**

Not later than 10 days after 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.

## **Appendix E            ETHICS COMPLIANCE**

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

[Orange County Specific Project Expenditure Report](#) - The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in Section 2-351, Orange County Code. This form shall be completed and submitted with any bid, Proposal or other response to an Orange County solicitation. The bidder, Proposer or responder to the solicitation shall not be awarded a contract unless this form has been completed and submitted. Any questions concerning this form shall be addressed to the purchasing agent or contract administrator identified in the applicable solicitation. A listing of the most frequently asked questions concerning this form is attached for your information.

[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, **OC CE Form 2P** shall be completed and submitted with the applicable bid, Proposal or response to an Orange County solicitation. No contract award will be made unless this form has been completed and submitted. Any questions concerning this form shall be addressed to the purchasing agent or contract administrator identified in the applicable solicitation. A listing of the most frequently asked questions concerning this form is attached for your information.

## FREQUENTLY ASKED QUESTIONS (FAQ) ABOUT SPECIFIC PROJECT EXPENDITURE REPORT

### WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

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

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

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

### WHO NEEDS TO FILE THE SPR?

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

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

### HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

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



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

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

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

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

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

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

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

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

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

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

## **CONCLUSION**

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

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

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**SEE ORANGE COUNTY  
SPECIFIC PROJECT  
EXPENDITURE REPORT  
(REVISED NOVEMBER 5, 2010)**

**THIS DOCUMENT IS FOUND UNDER  
ORANGE COUNTY FORMS  
PERMITTING & CONSTRUCTION**

## **FREQUENTLY ASKED QUESTIONS (FAQ) ABOUT RELATIONSHIP DISCLOSURE FORM**

### **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, Proposer, 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, Proposer, respondent, and, if applicable, the authorized agent of the bidder, offeror, Proposer, 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 venturer, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property.

(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.

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**SEE ORANGE COUNTY  
RELATIONSHIP  
DISCLOSURE FORM**

**THIS DOCUMENT IS FOUND  
ORANGE COUNTY FORMS  
PERMITTING & CONSTRUCTION**

**Appendix F**

**AUTHORIZED SIGNATORIES/NEGOTIATORS**

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

| Name | Title | Telephone Number |
|------|-------|------------------|
|      |       |                  |
|      |       |                  |
|      |       |                  |

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Business

The Proposer shall complete and submit the following information with the bid or Proposal:

Type of Organization

- Sole Proprietorship                       Partnership  
 Joint Venture                                       Corporation

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

Federal I.D. or Social Security number \_\_\_\_\_

E-mail Address \_\_\_\_\_



**Appendix G**

**DRUG-FREE WORKPLACE FORM**

The undersigned Proposer, in accordance with Florida Statute 287.087, hereby certifies that \_\_\_\_\_ does:  
(Name 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 Proposer complies fully with above requirements.

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

\_\_\_\_\_  
Date

**Appendix H**

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

**CHECK ONE**

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

**SAMPLE CONTRACT # Y16-166-ZM**

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and \_\_\_\_\_ [ ] an individual, [ ] a partnership, [ ] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is \_\_\_\_\_.

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

**ARTICLE 1 - SERVICES**

The CONTRACTOR'S responsibility under this Contract is to provide professional/consultation services in the area of VAB matters, as more specifically set forth in the Scope of Work detailed on Exhibit A.

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

**ARTICLE 2 - STAFFING AND SUPERVISION**

The VAB has engaged the CONTRACTOR, in part, based upon the lead attorney who will be assigned to do most of the work for the VAB. The VAB expects the lead attorney will be directly and primarily involved in VAB legal work unless the VAB agrees otherwise. All lawyers that the CONTRACTOR proposes to perform legal services for the VAB matter must be pre-approved by us, or we reserve the right not to consider their time expenditures.

We expect the CONTRACTOR to avoid:

- overstaffing;
- assigning additional lawyers or paralegals to a matter unless absolutely necessary, and then only with the VAB's authorization;
- charging for training time (which includes on-boarding time) when a new lawyer, paralegal or other timekeeper is added or another personnel shift is warranted;
- charging for time spent on preparing budgets, audit letters, invoices, responding to billing inquiries, or filing and organizing correspondence and pleadings;
- preparing written memoranda without the VAB's authorization (if such memoranda are authorized, please promptly provide the VAB with a copy);
- undertaking premature or peripheral legal or factual research;
- billing for unessential internal conferences, or for any administrative or staffing matters related to VAB work;

- digesting or summarizing documents, depositions, transcripts and the like, without the VAB's authorization; and
- assigning lawyers tasks when they are over-qualified (e.g., routine document review by a senior lawyer) or under-qualified (e.g., extensive research of complex legal principles by junior associates).

**ARTICLE 3 - SCHEDULE**

The CONTRACTOR shall commence services on December 15, 2015 and complete all services by August 31, 2016.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Attachment "A".

This contract may be renewed, by mutual agreement, for additional periods up to a cumulative total of four (4) years at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this contract.

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

**ARTICLE 4- PAYMENTS TO CONTRACTOR**

- A. The total amount to be paid by the COUNTY under this Contract for services, materials and "out of pocket" expenses shall not exceed Fifty Thousand Dollars (\$50,000).The CONTRACTOR will notify the COUNTY, in writing, when 90% of the estimated contract amount has been reached.

The CONTRACTOR shall be compensated at the following hourly rates for actual reasonable time spent by either an attorney fully licensed by the State of Florida or a practicing paralegal.

|           |          |
|-----------|----------|
| Partner   | \$ _____ |
| Associate | \$ _____ |

COUNTY reserves the right to negotiate a lump sum fee per case or assignment based upon the contractual hourly rates.

Any other type of billing or time keeping which allows compensation for time not actually spent by CONTRACTOR is not permitted. Therefore, it shall be a material breach of this contract for CONTRACTOR to submit for payment any statement for services rendered which either (1) overstates the amount of time actually spent by a member or employee of CONTRACTOR pursuant to this contract or (ii) includes time spent by any person not affiliated with CONTRACTOR.

The rates agreed upon herein are based upon the provision of service by an attorney or paralegal who is experienced in the areas of law described in the attached Scope of Services (Exhibit A). The extent of legal services rendered shall be subject to the approval of COUNTY. Approval of contract manager or his/her designee is required before incurring extraordinary expenses such as the retention of experts or travel out of state.

The CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Attachment "A" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total incremental billings shall not exceed the percentage of estimated completion as of the billing date.

- B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the initiating COUNTY Department, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance and Accounting Department for payment. Invoices must reference this contract number. Invoices will be paid in accordance with the State of Florida Prompt Payment Act.
  
- C. Reimbursable Costs: COUNTY will reimburse the CONTRACTOR for the expenses incurred by it for copying (\$.15 per 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 CONTRACTOR has offices), lodging, meals (all travel, lodging and meals shall be at rates allowed to public employees under Florida Statute 112.061), court reporter fees, transcripts, court filing fees and process service charges, all without mark-up or multiplier. There will be no reimbursement for any other expenses not identified in the preceding sentence without the express written authorization of COUNTY. All invoices submitted for such reimbursements shall contain complete and detailed information supported by appropriate receipts as to the item or charge for which reimbursement is being requested.
  
- D. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'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 CONTRACTOR.

## **ARTICLE 5- TRUTH IN NEGOTIATION CERTIFICATE**

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

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

## **ARTICLE 6 – TERMINATION**

### **A. Termination for Default:**

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

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

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

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

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

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

#### **B. Termination for Convenience**

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

#### **ARTICLE 7 - PERSONNEL**

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

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

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

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

#### **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 CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

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

#### **ARTICLE 9 - AVAILABILITY OF FUNDS**

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

#### **ARTICLE 10 - INSURANCE REQUIREMENTS:**

CONTRACTOR agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by CONTRACTOR is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by CONTRACTOR under this contract.

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

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

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

Required Coverage:

- A. Workers' Compensation –The CONTRACTOR shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County and its agents, employees and officials.



- B. Commercial General Liability - The CONTRACTOR shall provide coverage for all operations, including, but not limited to, contractual, products and completed operations and personal injury. The limits shall not be less than \$500,000 per occurrence, combined single limits (CSL), or its equivalent. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.
- C. Business Automobile Liability - The CONTRACTOR shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$500,000 per occurrence, combined single limits (CSL) or its equivalent. In the event the CONTRACTOR does not own automobiles the Proposer shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- D. Professional Liability (Errors & Omissions) - The CONTRACTOR shall provide coverage for all claims arising out of services performed with limits not less than \$1,000,000 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.

**Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis.**

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

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

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

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

Prior to execution and commencement of any operations/services provided under this contract the CONTRACTOR shall provide the COUNTY with current certificates of insurance evidencing all required coverage. The certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically reference the respective contract number. The certificate holder shall read:

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

#### **ARTICLE 11 - INDEMNIFICATION**

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

#### **ARTICLE 12- SUCCESSORS AND ASSIGNS**

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

#### **ARTICLE 13 - REMEDIES**

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

## **ARTICLE 14 - CONFLICT OF INTEREST**

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

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

### **Conflicts of Interest - More Than Just Technical Conflicts**

Apart from professional ethical requirements, and irrespective of whether a given situation involves a technical conflict of interest as recognized by applicable rules and codes, we expect the Contractor to be scrupulously alert to the possibility that the Contractor's other clients may from time to time have interests that are inconsistent with the VAB's. Please advise the VAB prior to taking on a matter for another client that involves such inconsistent interests.

## **ARTICLE 15 - MEDIA RELATIONS**

The CONTRACTOR is not authorized to comment publicly on a VAB matter without our express authorization. Media inquiries should be referred to the VAB Chair via the VAB Coordinator.

## **ARTICLE 16 - EXCUSABLE DELAYS**

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its 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 CONTRACTOR'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or

its subcontractor's fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the COUNTY'S right to change, terminate, or stop any or all work at any time.

#### **ARTICLE 17 - ARREARS**

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

#### **ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

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

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

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

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

#### **ARTICLE 19 - INDEPENDENT CONTRACTOR RELATIONSHIP**

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

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

## **ARTICLE 20 - CONTINGENT FEES**

The CONTRACTOR warrants that it has not employed or retrained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or Contractor, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

## **ARTICLE 21 - ACCESS AND AUDITS**

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion of the contract. The COUNTY shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the contract. This information shall be made accessible at the CONTRACTOR'S local place of business to the County, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction and audit without restriction. If records are unavailable locally, it shall be the CONTRACTOR'S responsibility to insure that all required records are provided to the County at the CONTRACTOR'S expense.

## **ARTICLE 22 – EQUAL OPPORTUNITY**

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

Further, the CONTRACTOR shall abide by the following provisions:

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

## **ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT**

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

## **ARTICLE 24- ENFORCEMENT COSTS**

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

## **ARTICLE 25 - AUTHORITY TO PRACTICE**

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

## **ARTICLE 26 - SEVERABILITY**

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

## **ARTICLE 27 - MODIFICATIONS OF WORK**

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

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

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

## **ARTICLE 28 - CONTRACT CLAIMS**

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

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

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

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

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

## **ARTICLE 29 - TOBACCO FREE CAMPUS**

Virtually all Orange County operations under the Board of County Commissioners are designated as tobacco free. This policy applies 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, electronic cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes, and/or contract enforcement remedies.

## **ARTICLE 30 - ADDENDA**

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

**ARTICLE 31- NOTICE**

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

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

and if sent to the CONTRACTOR shall be mailed to:

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

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

CONTRACTOR:

ORANGE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
Johnny Richardson, CPPO, CFCM  
Manager, Procurement Division

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date