

NOTICE

REQUEST FOR PROPOSALS

FOR

**ORANGE COUNTY CONVENTION CENTER ARC FLASH ANALYSIS &  
DEVELOPMENT OF ELECTRICAL SAFETY PROGRAM PER (NFPA 70E)  
NATIONAL FIRE PROTECTION ASSOCIATION**

**RFP #Y16-812-MM**

The Board of County Commissioners, Orange County, Florida, is accepting sealed Proposals to be received **NO LATER THAN 2:00 P.M. (local time) on September 20, 2016, for ORANGE COUNTY CONVENTION CENTER ARC FLASH ANALYSIS & DEVELOPMENT OF ELECTRICAL SAFETY PROGRAM PER (NFPA 70E) NATIONAL FIRE PROTECTION ASSOCIATION.**

**A Pre-Proposal Conference will be held August 26, 2016, at 11:00 A.M. at the Orange County Convention Center, South Building, Conference Room S231A, at 9899 International Drive Orlando 32819. A walk through will follow in the North / South Building from approximately 11:45 A.M. to 12:45 P.M. There will be a relocation break from 12:45 P.M. to 1:15 P.M. for attendees to drive to the West Building where the second part of the walk through will take place from 1:15 P.M. to 2:15 P.M. Interested Proposers are encouraged to attend.**

Proposals will be accepted at:

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

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

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

**NOTICE TO PROPOSERS**

To ensure that your Proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Marsha Mussori at (407) 836-5696 and email address: [Marsha.Mussori@ocfl.net](mailto:Marsha.Mussori@ocfl.net). **You may contact Marsha Mussori at any time during this process, including during the blackout period.**

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SKILLS & EXPERIENCE OF PROJECT TEAM	FORM F
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REQUEST FOR PROPOSALS  
FOR  
ORANGE COUNTY CONVENTION CENTER ARC FLASH ANALYSIS &  
DEVELOPMENT OF ELECTRICAL SAFETY PROGRAM PER NFPA 70E  
RFP # Y16-812-MM

**PURPOSE:**

The Board of County Commissioners, Orange County, Florida, is soliciting Proposals to provide ORANGE COUNTY CONVENTION CENTER ARC FLASH ANALYSIS & DEVELOPMENT OF ELECTRICAL SAFETY PROGRAM PER (NFPA 70E) NATIONAL FIRE PROTECTION ASSOCIATION.

**INSTRUCTIONS TO PROPOSERS:**

Firms or companies desiring to provide services, as described herein, shall submit one (1) Proposal (clearly marked), nine (9) copies (a total of 10 Proposals) and one (1) electronic copy on a CD or USB drive for document management purposes not later than 2:00 P.M. local time, September 20, 2016, to:

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

If your response contains any information deemed confidential, in accordance with Chapter 119 of the Florida Statutes, provide an additional CD or USB drive with a redacted version of your response labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

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

A Pre-Proposal Conference will be conducted on August 26, 2016, at 11:00 A.M., at the Orange County Convention Center, South Building, Conference Room S231A, 9899 International Drive Orlando 32819. A walk through of both Buildings will follow the pre-proposal meeting. All interested parties are urged to attend.

1. The time and date for receipt of Proposals will be strictly observed. The County shall not be responsible for late deliveries or mail delays. The time/date stamp clock in the Procurement Division shall serve as the official authority to determine timeliness of the Proposal.
2. **The decision to refuse to consider a bid or proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County (Procurement Ordinance).**

3. Proposals received after the specified time and date shall be returned unopened. The decision to refuse to consider a bid or proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County (Procurement Ordinance). All Proposals will be opened publicly and the names of all Proposers shall be read aloud.
4. Proposers must submit ONLY the attached forms, lettered A through P, in the same order as presented herein. Failure to submit all forms may result in disqualification of your Proposal. **However, failure to submit forms B, C, D, E, F, H and J may negatively impact the evaluation of the Proposal.** This shall also apply to Form K if the Proposer is submitting as a Joint Venture.

The County shall not be responsible for re-calculation or interpretations of information provided on any form.

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

5. Modification or alteration of the documents contained in this solicitation or the contract resulting from this solicitation shall only be made upon receipt of prior written consent of the County.
6. The submission of GSA Forms 254 or 255 are not acceptable. The submission of these forms shall result in disqualification of your Proposal as non-responsive.
7. Proposers are instructed NOT to include pictures, drawings, graphs, dividers or table of contents. Submittal of pictures, drawings, graphs, dividers and/or table of contents may result in disqualification of your Proposal as non-responsive. Do not use a cover or binder. Use one (1) staple in UPPER left-hand corner only.
8. With respect to Forms D, E, F and H, no sideways printing on pages will be permitted. Also with respect to Forms D, E, F and H, print must be no smaller than 12 point when using a computer, or must be 10 pitch when using a typewriter.
9. Faxed Proposals shall be rejected as non-responsive, regardless of where the fax is received.
10. Proposers must indicate on their Proposal envelope the following:  
Request for Proposal Number Y16-812-MM  
Date of Opening – September 20, 2016  
Name of Proposer  
Return Address of the Proposer
11. Proposers shall not contact any member of the Orange County Procurement Committee or any staff (except as provided below) regarding this Proposal until such time as a contract is awarded. All inquiries pertaining to this Request for Proposal must be directed through the Procurement Division.

12. Questions concerning this Request for Proposals must be directed to Marsha Mussori, Senior Contract Administrator, (407) 836-5696 OR email address: Marsha.Mussori@ocfl.net. Any Proposer who initiates any discussions with staff in any manner other than that described above is subject to disqualification from this procurement.
13. Information regarding Procurement Committee scheduling and Board approvals are available by calling the Procurement Division Reception Desk at (407) 836-5635 or by accessing the Procurement Committee schedule at <http://apps.ocfl.net/OrangeBids/Procurement/default.asp>. Also, an email notice of the Procurement Committee meeting will be sent to all Proposers.
14. Technical concerns/questions shall be submitted in writing, no later than 4:00 p.m. on September 9, 2016 to:

Marsha Mussori, Senior Contract Administrator  
Procurement Division  
400 E. South Street, 2<sup>nd</sup> Floor  
Orlando, Florida 32801  
Email: [Marsha.Mussori@ocfl.net](mailto:Marsha.Mussori@ocfl.net)

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

15. **ORAL INTERPRETATION**

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

16. **DRUG FREE WORKPLACE**

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

17. **DRAFT CONTRACT**

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

18. **SOLICITATION CANCELLATIONS**

Orange County reserves the right, and the Manager of the Procurement Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such

approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

**TERMS AND CONDITIONS:**

1. A minimum coverage of Professional Liability Insurance in the amount of \$1,000,000 (with a deductible permitted not in excess of \$100,000) will be required for this project.
2. Selection shall be in accordance with F.S. 287.055 and the County's adopted selection procedures.
3. The County reserves the right to accept or reject any or all Proposals that it may in its sole discretion deem non responsive, to waive technicalities, or to accept the Proposal which, in its sole judgment, is most advantageous and best serves the over-all interests of the County.
4. The County reserves the right to request clarification of information submitted and to request additional information of one or more Proposers after the deadline for receipt of Proposals.
5. Any Proposal may be withdrawn until the date and time set above for the submission of the Proposals.
6. By submission of a Proposal, the Proposer agrees that all costs associated with the preparation of his/her Proposal will be the sole responsibility of the Proposer. The Proposer also agrees that the County bears no responsibility for any costs associated with the preparation of the Proposal and/or any administrative or judicial proceedings resulting from the solicitation process.
7. Proposers must not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.
8. **MINORITY/WOMEN OWNED BUSINESS ENTERPRISE:**
  - A. Proposers must address how they intend to comply with the Orange County M/WBE Ordinance, No. 94-02 and amended by Ordinance No. 2009-21. The goal of 27% utilization of certified minority/women business enterprise is applicable to this project. The Ordinance also addresses minority/women group employment levels setting goals to encourage each Proposer to maintain 24% minority and women employee workforce levels in specific categories.
  - B. All participating M/WBE firms must be **currently certified by Orange County**. The Business Development Division's most recent M/WBE directory is available by e-mail or through the Orange County web site at OrangeCountyfl.net. **Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola Counties) are eligible for Orange County certification. All firms must be Orange County certified at time of submittal of the Proposal and must be certified in the area(s) for which they will be**

**used.** If a firm claims to be certified, but is not listed in the Directory the Proposer should obtain a copy of their Orange County Certificate and/or contact the Business Development Division at (407) 836-7317 for verification of certification.

- C. The County has program whereby M/WBE firms designated as graduates can participate in the M/WBE program only on specified projects. All professional service solicitations for which the County has estimated the overall contractual fees to be awarded to the prime in excess of \$500,000 are eligible for graduate M/WBE participation. The prime consultant will receive full M/WBE credit for the use of graduate MWBE's that meet all other requirements. The contract solicited through this RFP is estimated to be valued under \$500,000 and therefore, graduate M/WBE's are ineligible to participate. It is the proposing firm's responsibility to ensure that graduate M/WBE's are not listed in proposals to meet M/WBE participation requirements on projects in which they are not eligible to participate.
- D. The County has established a **credit program** whereby Proposers are awarded credits to be applied toward meeting the M/WBE goals on certain County projects. Emphasis will be placed on credits for non-County utilization and first-time M/WBE utilization. Proposers are encouraged to contact the Business Development Division for information on acquiring and applying the credits.
- E. Proposers **must submit signed Letter of Intent** (Form M-1) with their Proposal for all **current Orange County certified M/WBE subconsultants** identified on Form B. These Letters of Intent must indicate the scope of work to be performed by every M/WBE plus the percentage of the contract fees to be contracted to the listed subconsultant.
- F. The awarded prime consultant's responsibilities and requirements are itemized below:
  - i. Incorporate a 72 hour prompt payment assurance provision and payment schedule in all contracts between the prime and subconsultants.
  - ii. File copies of **all executed subconsultant agreement/contracts** between the **prime and all M/WBE subconsultants on the project** to Orange County Business Development Division.
  - iii. The awarded prime consultant shall furnish written documentation evidencing actual dollars paid to each subconsultant utilized by the prime consultant on the project. This includes, but is not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the prime consultant prior to the issuance of final payment.

- iv. The Prime Consultant shall submit an updated quarterly MWBE utilization report and the Employment Data, Schedule of Minorities And Women report for all professional service contracts. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period. Payment applications, task authorizations and contract renewals may be delayed if these reports are not submitted every quarter in a timely manner until completion of project indicating final report.
- v. The awarded prime consultant shall not substitute, replace or terminate any M/WBE firm without prior written authorization from the Business Development Manager, nor shall the prime reduce the scope of work or monetary value of a subconsultant without written authorization of the county. The prime consultant shall notify the Business Development Division of any additional awards to the M/WBE firm on the prime consultant's team and the addition of any new M/WBE firm to the prime consultant's team on that project.
- vi. The prime consultant shall expeditiously advise all M/WBE's and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the M/WBE firm on their team.

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

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



## Orange County Lobbyist Regulations General Information

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

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

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

### 12. **ETHICS COMPLIANCE**

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

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

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

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

13. Joint venture firms must complete and submit with their Proposal the form titled "Information for Determining Joint Venture Eligibility", (Form K) and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project. **If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of**

**the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.** Failure to timely submit a completed Form K along with an attached written copy of the joint venture agreement may result in disqualification of your Proposal.

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

15. **PUBLIC ENTITY CRIME STATEMENT (FS 287.133)**

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

16. **SUBCONSULTANTS**

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

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

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

17. Failure of any Proposer to comply with the INSTRUCTIONS TO PROPOSERS and TERMS AND CONDITIONS of this Request for Proposal, unless specifically identified as a mandatory requirement by the word “shall”, may render the Proposal non-responsive and ineligible from further consideration.
18. The Proposer warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Proposer any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract. For the breach or violation of this provision, the County shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
19. **BONUS POINTS FOR HIRING OF DISPLACED WORKERS**

Proposers may be awarded a maximum of five (5) bonus points for a commitment to hire displaced workers residing in Orange County, Florida as full-time employees for the duration of the contract. One point will be awarded for each new full-time hire up to and including a maximum of five (5) points.

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

Within five (5) days after the contract award, the Proposer shall contact the Business Development Division Liaison, at (407) 836-5485 to assist with meeting this requirement.

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

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

20. **BONUS POINTS FOR HIRING REGISTERED SERVICE-DISABLED VETERANS**

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

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

(2) Registered service-disabled veteran business enterprise proposers with registered service-disabled veteran business enterprise sub-consultants on their team shall receive two points for each sub-consultant up to a maximum of ten (10) points;

(3) Proposers with registered service-disabled veteran business enterprise sub-consultants on their team shall receive two points for each sub-consultant up to a maximum of ten (10) points.

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

The Proposer shall contact the Business Development Division Liaison at 407-836-8363 for any questions and/or concerns as it relates to Registered Service-Disabled Veterans.

21. **CONTRACT AWARD CRITERIA**

The County will award a single contract for this requirement.

22. **KEY PERSONNEL**

The Project Manager and Project Engineer must be two different individuals, both currently employed by the Prime Consultant, and both individuals must be Professional Engineers registered in the State of Florida Department of Business and Professional Regulation. Project Manager must be a certified CxA. The Project Manager must have at least 1 year of Existing Building Retro-Commissioning experience. Project Engineer must hold a B.S. in Electrical Engineering.

23. **REFERENCE CHECKS**

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

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

24. **VERIFICATION OF EMPLOYMENT STATUS**

Prior to the employment of any person under this contract, the Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the contract term, and an express requirement that Consultant include in such subcontracts the requirement that subconsultants performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

<http://www.uscis.gov/portal/site/uscis>.

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

By submission of a bid in response to this solicitation, the Consultant affirms that all employees in the above categories shall undergo e-verification before placement on this contract. The Consultant shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

25. **WEIGHTED CRITERIA**

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

<u>Criteria</u>	<u>Weight</u>
Similar Projects Completed by the Proposed Project Manager (Form D)	10
Similar Projects Completed by the Proposed Project Engineer (Form E)	15
Skills and Experience of the Project Team (Form F)	15
M/WBE Participation (Form B, J, K, M)	15
Location (Form C)	10
Volume of Work Previously Awarded by the County	15
Approach, Understanding, Scope Response (Form H)	20
TOTAL	100

26. **SIMILAR PROJECTS**

“Similar Projects” for the purposes of this Request for Proposals has been defined as:

“**Similar Projects**” for the Project Manager and the Project Engineer , will be defined as a successfully completed project within the **last ten (10) years within the contiguous United States, Alaska, and Hawaii that included development and implementation of an Electrical Hazard & Risk Assessment and Electrical Safety program compliant with NFPA 70E**. If a “Similar Project” is a phased project, all phases shall be substantially completed (prior to issuance date of this RFP).

The “Similar Projects” shall have included the following:

1. Development and implementation of an electrical hazard and risk assessment and development of a safety program which are both compliant with NFPA 70E in an **Active**, fully operational, general assembly environment in an airport, arena, convention center, educational facility, hospital, hotel or stadium with a minimum area of 250,000 square feet.
  2. The work was performed while ongoing functionality of the building continued throughout the project without inconvenience to the employees or their guests.
1. **The Proposer shall submit no more than three (3) similar projects for the proposed Project Manager and no more than (3) similar projects for the Project Engineer. The proposed Project Manager and the proposed Project Engineer may submit the same Similar Projects. In order to receive consideration as a similar project, each project shall fully meet the above description. Failure to meet this description will result in the project not being considered as a similar project and receiving a score of zero for that project. To be credited as Similar Projects for the Proposer, the individual must have served for a *substantial majority* of the project’s activities, budget, and schedule duration.**

Each Similar Project shall include the following project elements:

- a. Short Circuit Studies and Protective Device Coordination Studies
- b. Arc Flash Analysis Studies, PPE labeling, and Corrective Action Review
- c. Creation of Electrical SOPs, Safety Training Program.

- d. Forensic data collection from systems without adequate record documents on existing facility electrical equipment.
- e. Creation of system wide schematic drawings, one-line drawings and other electrical documentation with full details.

**SCORING CRITERIA: THE FIRST THREE (3) ELEMENTS LISTED ABOVE ARE MANDATORY**

Elements “a”, “b”, and “c” are mandatory elements. Those “Similar Projects” with less than the first three (3) mandatory elements will receive a score of zero. Projects with only the mandatory elements will be considered for half point. Projects with the mandatory elements plus elements “d” and “e” will be considered for a full point.

The “Similar Projects” must have been certified “Substantially Complete” prior to the date of submission of proposals for this RFP.

Under this “Similar Project” description, the project must have been performed under a specific contract. Also, a specific project performed under a continuing/ongoing contract may be submitted; however, the basic continuing/ongoing contract is not acceptable as a “Similar Project”.

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

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

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

**Definitions:**

**Substantially Completed:** Completion of the Work in accordance with the construction contract documents, so that the owner may use or occupy the project or designated portion for the intended purpose. If a phased Project, all phases shall be substantially completed. The date of substantial completion



must be prior to the due date of proposals for this RFP.

**Successfully Completed/Final Completion:** Completion of the Work and the Owner has accepted the Work.

**Substantial Majority:** Completion of 70% of the Work of the project activity.

27. **EXPERIENCE OF THE PROJECT TEAM**

It is the responsibility of the Proposer to verify sub consultants and/or other team member's satisfactory performance on previous Orange County projects (see Form F).

***Project Team:*** The project team should include other team members which indicate the depth of the Proposing firm to provide the full range of services required in this scope of work. At a minimum, the project team must be of sufficient size and depth to complete the tasks contained in this RFP within the time frames required and must include the following members at a minimum:

***Project Field Engineer:*** This individual will perform the majority of the field work performed and accomplish the investigative and analytical tasks required to achieve the scope of work in this project. The position serves as the point of contact for the client in the Project Manager's absence. **The Project Field Engineer must at a minimum, hold a BS in Electrical Engineering and have a minimum of five years of Electrical Hazard & Risk Assessment experience. This role may be a subconsultant.**

***Electrical Safety Consultant:*** Defined as the Individual who oversees the creation of Standard Operating Procedures and Training Programs for OCCO staff so that industrial electrician perspectives are included in all final program documents. **The Safety Consultant shall be a licensed Electrical Contractor (EC) by the State of Florida Department of Business and Professional Licensing with a minimum of 10 years commercial/ industrial EC experience who currently employs a minimum of 3 electricians. It is highly preferred that this individual also hold a Certified Electrical Safety Compliance Professional (CESC) certificate. This role may be a subconsultant.**

28. **VOLUME OF WORK**

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

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

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

Volume of Work is calculated using the following formula:

CONTRACT PERIOD	TOTAL FEE AWARDED TO PRIME CONSULTANT		FACTOR		ADJUSTED FEE AMOUNT
(1) From October 1, 2015 to April 1, 2017	\$	X	1.0	=	\$
(2) First Year Past: 10/01/14- 9/30/15	\$	X	0.75	=	\$
(3) Second Year Past: 10/01/13- 09/30/14	\$	X	0.50	=	\$
(4) Third Year Past: 10/01/12-09/30/13	\$	X	0.25	=	\$
(5) Total Fees Under Negotiation	\$	X	0.90	=	\$
	TOTAL FEE CONSIDERED				\$

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

**Points will be awarded as follows:**

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

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

29. **ORAL PRESENTATIONS**

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

30. **PROCEDURES AFTER RECEIPT OF PROPOSALS**

a. Proposals will be evaluated, scored and short-listed by a Procurement Committee based on the weighted criteria described herein.

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

31. **COST AND PRICING DATA**

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

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

32. **SUPPORTING DOCUMENTATION**

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

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

33. **DEBRIEFING OF PROPOSERS**

Not later than thirty (30) days after Board approval of a selection or shortlist, a Proposer may submit a written request to the applicable contract administrator or purchasing agent for a debriefing on the evaluation of their proposal. The contract administrator/purchasing agent will schedule a meeting with the Proposer for the debriefing. However, at the Proposer's request, the debriefing may be conducted via telephone conference or the Proposer may request a copy of the digital recording of the selection on CD at a cost established within the most current Orange County Fee Directory. The debriefing shall include the following minimum information:

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

Untimely debriefing requests will also be considered.

34. **PROPRIETARY INFORMATION**

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

**CONTRACT**

**Y16-812**

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

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

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

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

hereinafter referred to as "CONSULTANT".

**RECITALS**

WHEREAS, the COUNTY desires to retain professional consulting services for ORANGE COUNTY CONVENTION CENTER ARC FLASH ANALYSIS & DEVELOPMENT OF ELECTRICAL SAFETY PROGRAM PER NFPA 70E

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

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

**I**

**SCOPE OF SERVICES/SPECIAL PROVISIONS**

The CONSULTANT shall diligently and in a timely manner perform professional services for Orange County in connection with the ORANGE COUNTY CONVENTION CENTER ARC FLASH ANALYSIS & DEVELOPMENT OF ELECTRICAL SAFETY PROGRAM PER NFPA 70E Project. The scope of services/special provisions is described in Exhibit A, Scope of Services, entitled, "ORANGE COUNTY CONVENTION CENTER ARC FLASH ANALYSIS & DEVELOPMENT OF ELECTRICAL SAFETY PROGRAM PER NFPA 70E", which is attached to this Contract, and incorporated by reference herein. Any and all scope of services/special provisions hereto which vary from the general provisions shall have precedence. Any and all drawings shall have precedence over written specifications.

**II**  
**PAYMENT**

- A. **FEES:** The COUNTY agrees to pay the CONSULTANT for the services described in Exhibit A, a lump sum of \$\_\_\_\_\_said compensation to be paid as set forth herein. Payment shall be based upon method(s) established at time of award.
- B. **PAYMENTS:** The COUNTY shall pay the CONSULTANT in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

Progress payments shall be due and payable monthly in proportion to the percentage of work approved and accepted, in writing, by the COUNTY. All invoices shall be prepared in the format prescribed by the COUNTY. When an invoice includes charges from a subconsultant, the subconsultant's invoice/backup shall accompany the CONSULTANT'S invoice. A separate Pay Item Breakdown sheet for the CONSULTANT and each subconsultant shall accompany each invoice. The CONSULTANT'S Pay Item Breakdown sheet shall include, in aggregate, the CONSULTANT'S and subconsultant's pay items. All requests for payment must be accompanied by a narrative description of the scope of services from Exhibit A performed by the CONSULTANT and subconsultants during the period covered by the invoice. The narrative shall also describe the work to be performed during the next billing period. See additional requirements regarding M/WBE subconsultants specified in Article XIII-D.

- C. **SUSPENSION OF PROGRESS PAYMENTS BY COUNTY:** In the event the CONSULTANT falls fifteen (15%) percent behind the Project completion schedule submitted in conformance with Article XI, Paragraph B of this Contract, no further progress payments will be made until the CONSULTANT brings the Project back on schedule or a revised schedule is submitted and approved or until all work has been completed and accepted the COUNTY.
- D. **PAYMENT IN EVENT OF TERMINATION BY COUNTY:** In the event this Contract is terminated or canceled prior to completion, payment shall be made in accordance with the provisions of Article VII.
- E. **CHANGES WITHIN SCOPE; ALLOWANCE OF ADDITIONAL COMPENSATION:** If instructed to do so by the COUNTY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. In all disputes arising over the right to additional compensation, the COUNTY shall determine whether substantial acceptable work has been done on documents such that changes, revisions or preparation of additional documents should result in additional compensation to the CONSULTANT. The Consultant's Proposals for additional compensation shall be based on the fee schedule set forth in Exhibit B. A written modification to the Contract shall be executed by both parties to reflect the additional services and cost of same, prior to commencement of performance.

- F. **TRAVEL AND PER DIEM:** Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statute, and Exhibit C, attached.
- G. **FEE LIMITATION CLAUSE:** The CONSULTANT shall utilize the same hourly rates and multiplier in fee negotiations for subsequent phases of this project, except as provided by Article II, paragraph I, Price Adjustment. The number of hours required to complete each subsequent phase shall be negotiated at such time as the COUNTY initiates fee negotiations for that phase.

H. **MULTIPLIERS**

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

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

I. **PRICE ADJUSTMENT**

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

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

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

Any request for a price adjustment will be subject to negotiation and must be approved by the Manager, Procurement Division. Any request for such increase shall be supported by adequate justification to include Consumer Price Index (CPI) documentation. The CPI documentation shall be based on the All Items, CPI-U, U.S. City Average, not seasonally adjusted index. The prevailing CPI in the month when the contract was executed by the County shall be the base period from which changes in the CPI will be measured for the initial request for a price adjustment. Any subsequent requests for a price adjustment shall be based on the CPI prevailing in the month when an amendment effecting a previous price adjustment was executed by the County.

The maximum allowable increase shall not exceed the percent change in the CPI from the base period (either the month when the contract was executed by the County or the month when an amendment effecting a price adjustment was executed by the County) to the CPI prevailing at time of request for a price adjustment and in no case shall it exceed 4%. Any price adjustment shall only be effective upon the execution of a written amendment to the contract executed by both parties.

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

**NOT USED**

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

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this Contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- B. The Project Manager and the Project Engineer must be two separate individuals. Both must be Professional Engineers registered in the State of Florida.
- C. Substitution of the Project Manager, Project Engineer or Other Key Personnel: The CONSULTANT shall not substitute any key personnel without the prior written approval of the Manager of the Procurement Division. Any such requests shall be supported by comprehensive documentation outlining the reason(s) for the proposed substitution to include the specific qualifications of the proposed substitute. Approval of the request shall be at the discretion of the COUNTY. Further, the COUNTY, in lieu of approving a substitution, may initiate other actions under the contract, including termination.
- D. Neither the COUNTY'S review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the COUNTY in accordance with applicable law for all damages suffered directly or indirectly by the COUNTY caused by the CONSULTANT'S negligent performance of any of the services furnished under this Contract. The rights and remedies of the COUNTY provided for under this Contract are in addition to any other rights and remedies provided by law.
- E. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- F. The COUNTY may require in writing that the CONSULTANT remove from the Work any of the CONSULTANT'S personnel that the COUNTY determines to be incompetent, careless or otherwise objectionable.



No claims for an increase in Contract Amount or Contract Time based on the COUNTY's use of this provision will be valid. CONSULTANT shall indemnify and hold the County harmless from and against any claim by CONSULTANT'S personnel on account of the use of this provision.

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

## V

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

The COUNTY shall:

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

**VI**  
**COUNTY'S 'DESIGNATED' REPRESENTATIVE**

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

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

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

**A. TERMINATION FOR DEFAULT:**

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

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

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

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

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

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

**B. TERMINATION FOR CONVENIENCE:**

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

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

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

**D. TERMINATION NOTICE**

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

**VIII  
INDEMNITY/INSURANCE AND SAFETY REQUIREMENTS**

Consultant agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein.

These requirements, as well as the County's review or acceptance of insurance maintained by Consultant is not intended to and shall not in any manner limit or qualify the liabilities assumed by Consultant under this contract. Consultant is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

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

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

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

Required Coverage:

- Commercial General Liability - The Consultant shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 per occurrence. Consultant further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or 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.
- Business Automobile Liability - The Consultant shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Consultant does not own automobiles the Consultant shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- Workers' Compensation - The Consultant shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Consultant using an employee leasing company shall complete the Leased Employee Affidavit.

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

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

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

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

The certificate holder shall read:

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

## INDEMNIFICATION- CONSULTANTS:

To the fullest extent permitted by law, the Consultant 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 Consultant or its sub-consultants (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.

## SAFETY AND PROTECTION OF PROPERTY (for services provided on the premises of Orange County)

The Consultant shall at all times:

- Initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.
- Take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.
- Take all reasonable precautions to prevent damage or loss to property of Orange County, or of other vendors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.
- Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:
  - Occupational Safety and Health Act (OSHA)
  - National Institute for Occupational Safety & Health (NIOSH)
  - National Fire Protection Association (NFPA)
  - American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)
- The Consultant must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address listed below:

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

## IX

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

- A. The Consultant hereby represents, covenants and warrants that wage rates and other factual unit costs supporting the compensation provided for in this Contract are accurate, complete and current as of the date of contracting.

It is further agreed that the Contract price shall be adjusted to exclude any amounts where the County determines the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

- B. The Consultant shall keep adequate records and supporting documents applicable to this Contract. Said records and documentation shall be retained by the Consultant for a minimum of five (5) years from the date of final payment on this contract. If any litigation, claim or audit is commenced prior to the expiration of the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.
- C. If applicable, time records and cost data shall be maintained in accordance with generally accepted accounting principles.

This includes full disclosure of all transactions associated with the contract. Also, if applicable, all financial information and data necessary to determine overhead rates in accordance with Federal and State regulatory agencies and the contract shall be maintained.

- D. Consultant's "records and supporting documents" as referred to in this Contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, invoices, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the County's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract document.

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

- 1) Consultant compliance with contract requirements; or
- 2) Compliance with provisions for pricing change orders; or
- 3) Compliance with provisions for pricing invoices; or
- 4) Compliance with provisions regarding pricing of claims submitted by the Consultant or his payees; or
- 5) Compliance with the County's business ethics; or
- 6) Compliance with applicable state statutes and County Ordinances and regulations.

- E. Records and documents subject to audit shall also include those records and documents necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Contract. In those situations where Consultant's records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), Consultant agrees to provide the County's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats.
- F. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary throughout the term of this contract and for a period of five (5) years after final payment. Such activity shall be conducted during normal business working hours. The County, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying.
- G. The County, during the period of time defined by the preceding paragraph, shall have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Consultant as concerns the aforesaid records and documentation.
- H. Records and documentation shall be made accessible at the Consultant's local place of business. If the records are unavailable locally, it shall be the Consultant's responsibility to insure that all required records are provided at the Consultant's expense including payment of travel and maintenance costs incurred by the County's authorized representatives or designees in accessing records maintained out of the county. The direct costs of copying records, excluding any overhead cost, shall be at the County's expense.
- I. Consultant shall require all payees (examples of payees include sub Consultants, insurance agents, material suppliers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Consultant and payee. Such requirements include a flow-down right of audit provisions in contracts with payees, which shall also apply to Sub Consultants and Sub-sub Consultants, material suppliers, etc. Consultant shall cooperate fully and shall cause all aforementioned parties and all of Consultant's sub Consultants (including those entering into lump sum subcontracts and lump sum major material purchase orders) to cooperate fully in furnishing or in making available to the County from time to time whenever requested in an expeditious manner any and all such records, documents, information, materials and data.
- J. The County's authorized representatives or designees shall have reasonable access to the Consultant's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall have adequate and appropriate work space, in order to conduct audits in compliance with this article.
- K. Even after a change order proposal has been approved, Consultant agrees that if the County later determines the cost and pricing data submitted was inaccurate, incomplete, not current or not in compliance with the terms of the Contract regarding pricing of change orders, then an appropriate contract price reduction will



be made. Such post-approval contract price adjustment will apply to all levels of Consultants and/or sub Consultants and to all types of change order proposals specifically including lump sum change orders, unit price change orders, and cost-plus change orders.

- L. If an audit inspection or examination by the County, or its designee, in accordance with this article discloses overpricing or overcharges (of any nature) by the Consultant to the County in excess of one-half of one percent (.5%) of the total contract billings, the reasonable actual cost of the County's audit shall be reimbursed to the County by the Consultant. Any adjustments and /or payments that must be made as a result of any such audit or inspection of the Consultant's invoices and/or records and supporting documents shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the County's findings to the Consultant.

## X

### **OWNERSHIP OF DOCUMENTS**

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

## XI

### **WORK COMMENCEMENT/PROGRESS/DELAYS**

- A. **COMMENCEMENT AND TERM OF JOB:** The services to be rendered by the CONSULTANT shall be commenced subsequent to the execution of this Contract and upon written notice to proceed from the Department Director or designee. Services shall be completed within the six phase outline found in Exhibit A Program Overview and Scope of Services, paragraph three, for a total of 1,620 days after Notice to Proceed.
- B. **JOB SEGMENT DEADLINES:** A detailed segment completion schedule has been approved by the COUNTY. Said segment completion schedule is attached hereto as Exhibit D and made a part hereof by this reference. The purpose of this schedule is to:
  - 1. Provide job segment deadlines for the CONSULTANT upon which the COUNTY may rely;
  - 2. Provide guidance for the COUNTY in honoring the CONSULTANT'S monthly invoices for progress payments called for in Article II(B) hereof; and
  - 3. Provide a framework against which the COUNTY may suspend progress payments as provided in Article II C hereof.
- C. **CONFERENCES:** The COUNTY will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of the COUNTY, or of other agencies interested in the Project on behalf of the COUNTY. Either party to the Contract may request and be granted a conference.

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

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

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

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

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

2. Renegotiation by CONSULTANT; Right to Terminate – If the aggregate time of the COUNTY'S suspension or suspension of CONSULTANT'S services exceeds one hundred twenty (120) days, then CONSULTANT and COUNTY shall, upon request of CONSULTANT,

meet to assess the services remaining to be performed and the total fees paid to CONSULTANT hereunder. The parties shall then have the opportunity of negotiating a change in fees to be paid to the CONSULTANT for the balance of the services to be performed hereunder. No increase in fees to the CONSULTANT shall be allowed unless based upon clear and convincing evidence of an increase in CONSULTANT'S costs attributable to the aforesaid suspensions. If an increase in the CONSULTANT'S cost is demonstrated by clear and convincing evidence and the COUNTY refuses to increase said fees, CONSULTANT may terminate this Contract by delivering written notice thereof to the COUNTY within ten (10) days after the COUNTY has given notice of its refusal to increase said fees.

## **XII**

### **STANDARDS OF CONDUCT**

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

## **XIII**

### **MINORITY/WOMEN EMPLOYMENT PARTICIPATION**

- A. The CONSULTANT shall be responsible for reporting Minority/Women Business Enterprise (M/WBE) subconsultant Contract dollar amount(s) for the M/WBE subconsultant(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work,

to the Business Development Division. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the County. Quarterly updated M/WBE utilization reports and Employment Data, Schedule of Minorities and Women reports are to be submitted every quarter during the term of the contract. Additionally, the Consultant shall ensure that the M/WBE participation percentage proposed in the Consultant's Proposal submitted for this Contract is accomplished.

- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The CONSULTANT shall be responsible for reporting local minority/women employment percentage levels within the firm and the minority/women employment percentage levels that the firm anticipates utilizing to fulfill the obligations of this Contract. The report(s) shall be submitted to the Business Development Division, on a quarterly basis during the life of the Contract.
- D. The awarded prime consultant shall furnish written documentation evidencing actual dollars paid to **all sub-consultants** utilized by the prime consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual MWBE participation achieved by the Prime Consultant prior to the issuance of final payment.
- E. The awarded prime consultant shall not substitute, replace or terminate any M/WBE firm without prior written authorization from the Business Development Manager. In the event a certified M/WBE sub-consultant's sub-contract is terminated for cause, the CONSULTANT shall justify the replacement of that sub-consultant with another certified M/WBE firm, in writing to the Business Development Division, accompanied by the Project Manager's recommendation.
- F. It is the intent of the COUNTY to insure prompt payment of all sub-consultants working on COUNTY projects. The CONSULTANT shall:
  - 1. Submit copies of executed contracts between the CONSULTANT and all of its M/WBE sub-consultants to the Business Development Division.
  - 2. The County may at its discretion require copies of subcontracts/purchase orders for the non-M/WBE's listed on Form B and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-M/WBE subconsultants certifying that a prompt payment clause has been included in that contract or purchase order.
  - 3. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONSULTANT and sub-consultants (including those with non-M/WBE's) stating that payment will be made to the sub-consultant within 72 hours of receipt of payment from the COUNTY. The CONSULTANT shall pay each sub-consultant for all work covered under an invoice within the 72 hour time frame.

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

The County may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement Division.

#### **XIV**

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

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

#### **XV**

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

- A. The provisions of Florida Statute 768.28 applicable to Orange County, Florida apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the COUNTY acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

- B. No officer, employee or agent of the COUNTY acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.
- C. The COUNTY shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

**XVI**  
**EQUAL OPPORTUNITY**

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

Further, the CONSULTANT shall abide by the following provisions:

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

**XVII**  
**CONTROLLING LAWS**

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

**XVIII**  
**DISPLACED WORKERS**

CONSULTANT has committed to hire >\_\_\_\_\_ (\_\_) Career Source Central Florida participants residing in Orange County, Florida. Therefore, within five (5) days after contract award, CONSULTANT shall contact the Orange County Business Development Liaison at (407) 836-5484 to assist with meeting this requirement.

The BDD Liaison will work with the Career Source Central Florida staff and the Consultant to ensure that the process is properly adhered until all requirements have been met. Career Force Central Florida participants may be employed in any position within the firm but must be hired on a full-time basis.

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

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

## **XIX**

### **SERVICE-DISABLED VETERAN PARTICIPATION**

- A. The CONSULTANT shall be responsible for reporting Registered Service-Disable Veteran (SDV) sub-consultant Contract dollar amount(s) for the registered SDV SUBCONSULTANT(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the County. Quarterly updated SDV utilization reports and Schedule of Minorities and Women reports are to be submitted every quarter during the term of the contract. Additionally, the Consultant shall ensure that the SDV participation percentage proposed in the Consultant's Proposal submitted for this Contract is accomplished.
- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The awarded prime consultant shall furnish written documentation evidencing actual dollars paid to **all sub-consultants** utilized by the prime consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual SDV participation achieved by the Prime Consultant prior to the issuance of final payment.
- D. The awarded prime consultant shall not substitute, replace or terminate any M/WBE firm without prior written authorization from the Business Development Division Manager. In the event a registered SDV sub-CONSULTANT's sub-contract is terminated for cause, the CONSULTANT shall justify the replacement of that sub-CONSULTANT with another registered SDV firm, in writing to the Business Development Division, accompanied by the Project Manager's recommendation or consent to termination.

- E. It is the intent of the COUNTY to insure prompt payment of all sub-consultants working on COUNTY projects. The CONSULTANT shall:
1. Submit copies of executed contracts between the CONSULTANT and all of its SDV sub-consultants to the Business Development Division.
  2. The County may at its discretion require copies of subcontracts/purchase orders for the non-SDV's listed on Form B and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-SDV subconsultants certifying that a prompt payment clause has been included in that contract or purchase order.
  3. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONSULTANT and sub-consultants (including those with non-SDV's) stating that payment will be made to the sub-consultant within 72 hours of receipt of payment from the COUNTY. The CONSULTANT shall pay each sub-consultant for all work covered under an invoice within the 72 hour time frame.

The Proposer shall contract the Business Development Division Liaison at 407 836-8363 for any questions and/or concerns as it relates to Registered Service Disabled Veterans.

- F. By entering into this contract, the CONSULTANT affirmatively commits to comply with the SDV subcontracting requirements submitted with his/her Proposal. The failure of the CONSULTANT to comply with this commitment during the Contract's performance period may be considered a breach of Contract. The County may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement Division.

## **XX**

### **CONTRACT CLAIMS**

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

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

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



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

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

**XXI**  
**AVAILABILITY OF FUNDS**

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

**XXII**  
**PROHIBITION AGAINST CONTINGENT FEES**

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

**XXIII**  
**TOBACCO FREE CAMPUS**

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

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

Prior to the employment of any person performing services under this contract, the CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all employees within the State of

Florida that are hired by the CONSULTANT after the execution of the contract who are providing labor under the contract during the contract term; and, (b) all employees within the State of Florida of any of the CONSULTANT'S sub-consultants that are hired by those sub-consultants after the execution of the contract who are providing labor under the contract during the contract term. Please refer to USCIS.gov for more information on this process.

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

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

**XXV**

**PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)**

Orange County is a public agency subject to Chapter 119, Florida Statutes. The Consultant agrees to comply with Florida's Public Records Law. Specifically, the Consultant shall:

1. Keep and maintain public records required by Orange County to perform the service.
2. Upon request from Orange County's custodian of public records, provide Orange County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to Orange County.
4. Upon completion of the contract, Consultant agrees to transfer at no cost to Orange County all public records in possession of the Consultant or keep and maintain public records required by Orange County to perform the service. If the Consultant transfers all public record to Orange County upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange

County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.

5. A Consultant who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

**6. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT :**

**Teresa Miller, Procurement Public Records Liaison  
400 E. South Street, 2<sup>nd</sup> Floor, Orlando, FL 32801  
407-836-5897  
[Teresa.Miller@ocfl.net](mailto:Teresa.Miller@ocfl.net)**

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>

BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
Carrie Woodell, MPA, CFCM, CPPO, C.P.M.  
CPPB, APP, Manager, Procurement Division

\_\_\_\_\_  
Title

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

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

## EXHIBIT A

### ORANGE COUNTY CONVENTION CENTER ELECTRICAL HAZARD & RISK MITIGATION PROGRAM

#### PROGRAM OVERVIEW AND SCOPE OF SERVICES

The Orange County Convention Center (OCCC) requires a comprehensive electrical safety program in accordance with the most current NFPA 70, 70E, IEEE, NEC, NSC and OSHA standards. If there is a difference in standards between these codes, the OCCC expects that the current NFPA 70E will be met as the minimum while higher standards should be identified and brought to the attention of the OCCC for discussion.

The consultant will be responsible for outlining electrical hazards and risks for the OCCC campus. Electrical safety & risk mitigation must be implemented in conjunction with custom Standard Operating Procedure (SOPs) for routine electrical operations where applicable hazards and risks exist. A comprehensive, stand-alone training manual and training program will be created and implemented through this program. The purpose of this contract is establishment and implementation of an electrical safety program for the OCCC which complies with all NFPA and IEEE standards with specific consideration for our electrical infrastructure and mode of business operation. The performance time for this contract extends from the initial NTP and five years from the NTP date so that the required NFPA 70E Five Year Arc Flash re-assessment is included.

The OCCC campus electrical infrastructure to be considered within this scope of work includes over 130,000 kVA of installed utility power capacity, 16,568 of on-site generator power and at least 1.1 MW of solar power generated from five (5) solar programs. This electric capacity is distributed across 400 acres of campus with multiple buildings. It will be the responsibility of the Consultant to investigate all aspects of the electrical infrastructure from the point of power delivery/generation to the final termination point and determine which of those are necessary to include in the hazard and risk assessment and which of those are not according to the most current NFPA and IEEE standards. It will also be the responsibility of the Consultant to recommend any improvements to this Scope of Services so that Orange County receives the best program in the most affordable method while complying with all referenced standards.

The program required by the OCCC is expected to be implemented in six phases as outlined below. The Consultant must recommend an approach for implementing these six phases across the OCCC campus in a manner that prioritize the areas of High risk first and then descends to Low risk areas that are still required by the NFPA 70E standards. The OCCC expects to complete Phase I for the entire campus within 45 days of Notice to Proceed (NTP). Phase 2 is expected to be complete within 120 days of the NTP. Phase 3 is expected to be complete within 150 days from the NTP. Phase 4 and 5 will be completed based on the prioritized recommendations of the reports in the prior phases and accomplished in the following manner: Very High priority concerns completed within 90 days of the final acceptance of the Phase 3 Report, High priority concerns within 180 days of the acceptance of the Phase 3 Final Report. Medium to

Low priority concerns within 24-54 months from the NTP. It is the responsibility of the Consultant to both define and classify Very High, High, Medium and Low Priority concerns during the Phase 1, 2 and 3 Report documents using the current version of the referenced standards contained in this contract. Phase 6 for the entire campus will be completed 60 days prior of the five year anniversary of the initial NTP.

- Phase 1.       **Preliminary Assessment and Recommended Project Plan and Schedule Report** – The purpose of this phase is to review the full extent of our electrical infrastructure and determine those system elements which require hazard and risk assessment and those which do not. This shall include a report outlining a recommended Project Plan and Schedule for the overall approach and requirements of an electrical safety program for the OCCC using our existing available data and preliminary site walk-through overview assessments.
- Phase 2.       **Comprehensive Electrical Hazard & Risk Assessment Report** – The purpose of this phase is to implement the accepted Project Plan and Schedule. The consultant must take all necessary steps to accomplish a thorough and detailed assessment using the existing standards noted above.
- Phase 3.       **Corrective Action Recommendation Plan Report** – The purpose of this phase is to develop a prioritization report which defines the action items which could reduce incident energy and Arc Flash potential if taken as well as all other types of electrical hazards and risks identified by the Consultant during the course of the assessment. The report should break out the priorities into Very High priority, High priority, and Medium to Low priority concerns. The Consultant shall identify ways to eliminate all 40 cal/cm<sup>2</sup> DANGER ratings where possible and to establish a goal of 8 cal/cm<sup>2</sup> Personal Protective Equipment (PPE) 2 as the target upper limit. Using this range guideline, the Consultant should recommend all corrective actions necessary to achieve these goals and establish priorities based on the level of hazard found and the probability of the risk associated with each. This will be in the form of an initial recommendation plan report followed by discussion with OCCC management team and a final phase 3 report which includes the expected executable plan.
- Phase 4.       **Corrective Action Implementation and Related Improvements** - The purpose of this phase is to manage the documentation of corrective action status throughout the term of this contract.
- Phase 5.       The corrective action being performed will be separate from this contract. The Consultant shall be responsible for maintaining the records discussed above throughout the term of this contract.

Phase 6. **Post Corrective Action Review and Final Safety Certifications** - Once the necessary corrective actions have been completed, the consultant shall certify that they agree the work was completed and prepare a Final Report.

Phase 7. **First Five Year Review, Document Updates and Certifications** – The purpose of this phase is to provide the OCCC with continuity for the first five year review required in accordance with NFPA 70E Article 130 or the most current version of the standard.

The consultant shall recommend any additions or modifications to this Scope of Work which improves the program.

**Expected Program Outcomes:**

- Full briefing of the OCCC management and supervisory team throughout the Program regarding electrical hazards and risks which increase the OCCC understanding of its electrical infrastructure, hazards, risks, and safety requirements.
- Clear decision making guidelines based on thorough analysis and prioritized reporting so that actions are timed according to safety priority level, space and time availability, schedules and budgets.
- Integrated collaboration of the Consultant and the OCCC staff through the program.
- Properly labeled electrical equipment with Personal Protective Equipment (PPE) ratings clearly marked according to the current referenced standards.
- Fully trained staff who understands how to use newly acquired PPE and newly created SOPs for electrical work within each job classification. A training schedule for each position classification which defines the continuous training required by the referenced standards.
- A stand-alone training program which continues the above and can be administered by OCCC supervisors when staff transitions, promotions or turnover occurs.
- Accurate record drawings which have been field verified by the Consultant and include one line drawings for each panel service included in the program and complete electrical system overviews for both the West and N/S Buildings.
- System overview documents which can be used to classify loads into OCCC categories required for day to day OCCC power management and planning.
- Corrective actions implemented so that minimum risk levels targeted by the OCCC are verified to have been completed and achieved.
- A recommended electrical infrastructure preventative maintenance program and troubleshooting procedures which improves upon existing OC and OCCC procedures.
- Establish on-going monitoring of electrical safety and hazard conditions that can be evaluated using Schneider PME 8.0 power monitoring software.
- Effective use of billable hours so that the maximum value for Orange County can be achieved through the deliverables contained in this program Scope of Services.

For the purpose of organizing the tasks included within this Scope of Services the report may be generally grouped into the following primary categories:

- 1.0 Overall Program Schedule and Administrative Management
- 2.0 Phase 1 Preliminary Assessment and Recommended Project Plan Report
- 3.0 Phase 2 Comprehensive Electrical Hazard & Risk Assessment Report
- 4.0 Phase 3 Corrective Action Recommendation Plan Report
- 5.0 Phase 4 Corrective Action Implementation and Related Implementation
- 6.0 Phase 5 Post Corrective Action Review and Final Safety Certifications
- 7.0 Phase 6 First Five Year Review, Document Updates and Certifications

## **1.0 OVERALL PROGRAM SCHEDULE AND ADMINISTRATION MANAGEMENT**

### **1.1. NOTICE TO PROCEED MEETING.**

The Consultant shall prepare for and attend a Notice to Proceed (NTP) Meeting with the County Project Manager and staff. At this meeting, Orange County staff and key members of the Consulting team shall set the final parameters for the project and formally initiate it by touring the project site, reviewing the project criteria, scope and the project approach. The NTP shall require an on-site meeting with the User Group.

### **1.2. PROJECT MEETINGS.**

The appropriate members of the Consulting team shall attend periodic meetings with the County Project Manager and staff to discuss project progress and status, technical issues, and upcoming events and activities. The purpose of these meetings is to maintain clear communication between the County and the Project Team. The Consultant shall prepare and distribute meeting minutes, on electronic format, following each of these meetings. Note: The number of project meetings will be determined at contract negotiation.

1.3. PROJECT MANAGEMENT AND SUPERVISIONS.

Consultant shall include Project Management and Supervision as a percentage of labor-hours for each primary category listed above except for Administration Services.

1.4. PROJECT SCHEDULE AND MANAGEMENT.

The Consultant shall prepare and submit a detailed project schedule prior to the NTP Meeting for completion of the study identifying major tasks, their duration and tasks relationships. All deliverables shall be identified as milestones on the schedule. This schedule will utilize the Orange County Standard Project Schedule format on MS Project provided by the OCCC Project Manager. The Consultant shall submit an updated project schedule as directed by the County Project Manager. It is intended that the Program outlined in this contract will be managed as a specialized electrical safety existing building commissioning program following the structure and outline of ASHRAE Guideline 0.2-2015 as it applies to electrical infrastructure corrective actions contained within this scope of services. All project schedules and communications beyond the initial schedule should tie into the process outlined in the above referenced standard.

1.5. SCHEDULE.

The Consultant shall prepare and submit a detailed project implementation schedule at the 90% and final 100% submittals for any improvements recommended.

1.6. UTILITIES

The Consultant shall identify any existing and/or proposed utilities, which may influence the analysis and preliminary design consideration, including but not limited to the following: Duke Energy, Orlando Utilities Commission (OUC)

The Consultant shall coordinate with utilities to make them aware of the project at the conceptual level. All information provided to each utility shall be documented and obtain information, if any, on proposed utility improvements.

The Consultant shall document this information which shall summarize how the existing utilities shall influence location and design considerations.

1.7. QUALITY ASSURANCE/QUALITY CONTROL.

The Consultant shall designate appropriate independent staff to conduct Quality Assurance/Quality Control (QA/QC) reviews of all work products. These reviews shall be performed for all work products prior to submission to the OCCC for discussion and final acceptance and meet all standards referenced in this document.



## 1.8. DELIVERABLES

Work to be completed under this section by the Consultant shall require the following items to be delivered and accepted by the County:

- 1.8.1. Overall Program Schedule and Administrative Management
- 1.8.2. Phase 1 Preliminary Assessment and Recommended Project Plan Report
- 1.8.3. Phase 2 Comprehensive Electrical Hazard & Risk Assessment Report
- 1.8.4. Phase 3 Corrective Action Recommendation Plan Report
- 1.8.5. Phase 4 Corrective Action Implementation
- 1.8.6. Phase 5 Post Corrective Action Review and Final Safety Certifications
- 1.8.7. Phase 6 First Five Year Review, Document Updates and Certifications

## 1.9. PAY TASK.

Work to be completed under this section by the Consultant shall be paid for under the following Pay Tasks:

- 1.9.1. Overall Program Schedule and Administrative Management
- 1.9.2. Phase 1 Preliminary Assessment and Recommended Project Plan Report
- 1.9.3. Phase 2 Comprehensive Electrical Hazard & Risk Assessment Report
- 1.9.4. Phase 3 Corrective Action Recommendation Plan Report
- 1.9.5. Phase 4 Corrective Action Implementation and Related Improvements
- 1.9.6. Phase 5 Post Corrective Action Review and Final Safety Certifications
- 1.9.7. Phase 6 First Five Year Review, Document Updates and Certifications

## 2.0 PRELIMINARY ASSESSMENT AND RECOMMENDED PROJECT PLAN REPORT

The purpose of this phase is to review the full extent of our electrical infrastructure and determine those system elements which require hazard and risk assessment and those which do not. This should include a report outlining a recommended Project Plan for the overall approach and requirements of an electrical safety program for the OCCC using our existing available data and preliminary site walk-through overview assessments.

- 2.1 Identification within the report of the studies required and the sequence of steps necessary to result in comprehensive ARC Flash PPE labeling, electrical safety SOPs, continuous staff training and accurate record drawings.
- 2.2 Definition of the records and documents for our electrical system that require updating, creation or improvement in order to produce an effective electrical safety procedure and training program.
- 2.3 Recommended method for breaking out the project over time in the High risk areas first and Low risk areas last within the geographic boundaries of the

OCCC campus. Estimated billable hours for each assessment broken out in priority order ranking of most critical systems first and least critical systems last.

2.4 Project schedule outlining the sequence of tasks and their durations necessary to perform the detailed assessments required. Special attention should be given to coordinate timing of any necessary de-energization required within the assessment process. Due to OCCC leasing agreements, some de-energization must occur during night time hours. This project schedule will be used to manage program progress.

2.5 Recommended project tracking system to monitor tasks and corrective actions required through all Phases.

### 3.0 COMPREHENSIVE ELECTRICAL HAZARD & RISK ASSESSMENT REPORT

#### 3.1 GENERAL INFORMATION

- a. All existing drawings and documents are the responsibility of the Consultant to collect. Necessary documents required but not available from the OCCC must be created by the consultant.
- b. De-energizing equipment is generally discouraged, but where equipment must be de-energized to comply with a referenced standard, that work must be performed after hours during time periods in which the spaces serviced by the equipment are not in use by clients.
- c. All on-site data gathering must be performed by the Consultant and their sub-contractors/vendors with proper PPE worn at all times with the understanding that current labeling and warnings **do not exist** to inform the Consultant and their sub-contractors/vendors. It is the Consultants responsibility to safeguard their complete team in all aspects of electrical safety while performing the services.

#### 3.2 SUMMARY

- A. This Section includes computer-based, fault-current, overcurrent protective device coordination and Arc Flash studies. Protective devices shall be set based on results of the protective device coordination study.
  1. The study shall verify the adequacy of all equipment implemented under these specifications and to verify the correct application of circuit protective devices and other system components specified.
  2. The study shall address the case when the system is being powered from the normal source as well as from on-site generating equipment.
  3. Fault conditions of all motors must be defined by the Consultant using the referenced standards for existing systems along with manufactures recommendations applied to both on and off scenarios.
  4. Arc Flash study shall comply with the requirements set forth in the most current version of NFPA 70E - Standard for Electrical Safety in the workplace. The arc flash hazard analysis shall be performed according to

- the IEEE Std. 1584-2002 equations that are presented in NFPA 70E.
5. Requirement for labels on all equipment to identify the arc flash hazard, the arc flash protection boundary and PPE that people within the arc flash protection boundary shall use in accordance with the requirements of NFPA 70E.

### 3.3 DEFINITIONS

- A. Arc Flash Hazard - A dangerous condition associated with the possible release of energy caused by an electric arc.
- B. Arc Flash Hazard Analysis - A study investigating a worker's potential exposure to arc flash energy, conducted for the purpose of injury prevention and the determination of safe work practices, arc flash protection boundary, and the appropriate levels of PPE.
- C. Arc Flash Suit - A complete Flame Resistant (FR) clothing and equipment system that covers the entire body, except for the hands and feet. This includes pants, jacket, and beekeeper-type hood fitted with a face shield.
- D. Boundary, Arc Flash Protection - When an arc flash hazard exists, an approach limit at a distance from a prospective arc source within which a person could receive a second degree burn if an electrical arc flash were to occur.
- E. Boundary, Limited Approach - An approach limit at a distance from an exposed energized electrical conductor or circuit part within which a shock hazard exists.
- F. Boundary, Prohibited Approach - An approach limit at a distance from an exposed energized electrical conductor or circuit part within which work is considered the same as making contact with the electrical conductor or circuit part.
- G. Boundary, Restricted Approach - An approach limit at a distance from an exposed energized electrical conductor or circuit part within which there is an increased risk of shock, due to electrical arc over combined with inadvertent movement, for personnel working in close proximity to the energized electrical conductor or circuit part.
- H. Exposed (as applied to energized electrical conductors or circuit parts) - Capable of being inadvertently touched or approached closer than a safe distance by a person. It is applied to electrical conductors or circuit parts that are not suitably guarded, isolated, or insulated.
- I. Incident Energy - The amount of energy impressed on a surface, a certain distance from the source, generated during an electrical arc event. One of the units used to measure incident energy is calories

per centimeter squared (cal/cm<sup>2</sup>).

J. Shock Hazard - A dangerous condition associated with the possible release of energy caused by contact or approach to energized electrical conductors or circuit parts.

K. Other Hazards and Risks – A dangerous electrical condition observed by the Consultant, but is not specifically defined as a component of NFPA 70E and should be elevated to the attention of the OCCC.3.4  
REFERENCE STANDARDS

A. Institute of Electrical and Electronics Engineers, Inc. (IEEE):

1. IEEE 141 – Recommended Practice for Electric Power Distribution and Coordination of Industrial and Commercial Power Systems
2. IEEE 242 – Recommended Practice for Protection and Coordination of Industrial and Commercial Power Systems
3. IEEE 399 – Recommended Practice for Industrial and Commercial Power System Analysis
4. IEEE 241 – Recommended Practice for Electric Power Systems in Commercial Buildings
5. IEEE 1015 – Recommended Practice for Applying Low-Voltage Circuit Breakers Used in Industrial and Commercial Power Systems.
6. IEEE 1584 - Guide for Performing Arc Flash Hazard Calculations

B. American National Standards Institute (ANSI):

1. ANSI C57.12.00 – Standard General Requirements for Liquid-Immersed Distribution, Power, and Regulating Transformers
2. ANSI C37.13 – Standard for Low Voltage AC Power Circuit Breakers Used in Enclosures
3. ANSI C37.010 – Standard Application Guide for AC High Voltage Circuit Breakers Rated on a Symmetrical Current Basis
4. ANSI C 37.41 – Standard Design Tests for High Voltage Fuses, Distribution Enclosed Single-Pole Air Switches, Fuse Disconnecting Switches and Accessories.

C. The National Fire Protection Association (NFPA)

1. NFPA 70 - National Electrical Code, latest edition
2. NFPA 70E – Standard for Electrical Safety in the Workplace

D. Existing Building Commissioning Process for Systems and Assemblies  
It is expected that the overall management of the technical specifications outlined above will be managed and communicated using the process standards for Existing Building System Commissioning (EBCx). Standards that should be consulted as guidelines for this structure are listed below.

1. ASHRAE Guideline 0.2-2015

### 3.4 SUBMITTALS

A. Product Data: For all computer software program to be used for technical

studies (Ex. SKM) as well as the software that will be used to manage the EBCx process for managing the entire program throughout the time frame contained within this contract.

- B. Product Certificates: For coordination-study and fault-current-study computer software programs, certifying compliance with IEEE 399, IEEE 1584 and NFPA 70E.
- C. The following submittals shall be made at the same time as the approval process for system protective devices for all new equipment.
  - 1. Coordination-study input data, including completed computer program input data sheets.
  - 2. Study and Equipment Evaluation Reports.
  - 3. Coordination-Study Report.
  - 4. Arc flash study input data, including completed computer program input data sheets.
  - 5. Arc flash study report; signed, dated, and sealed by a qualified professional engineer.
- D. Submit a copy of the coordination study and copies of all labels for the arc flash report with the operation and maintenance manual.
- E. Provide an electronic copy of the study project files for future use by the Owner when making modifications to the facility or equipment.

### 3.5 QUALITY ASSURANCE

- A. Studies shall use computer programs that are distributed nationally and are widely used. Software algorithms shall comply with requirements of standards and guides specified in this Section. Manual calculations are not acceptable.
- B. Coordination-Study Specialist Qualifications: An entity experienced in the application of computer software used for studies, having performed successful studies of similar magnitude on electrical distribution systems using similar devices.
  - 1. Professional engineer, licensed in the state where Project is located, shall be responsible for the study. All elements of the study shall be performed under the direct supervision and control of engineer.
- C. Comply with IEEE 242 for short-circuit currents and coordination time intervals.
- D. Comply with IEEE 399 for general study procedures.
- E. Project Management software which will track and manage tasks and

changes as they occur and can be used to manage outliers and slippage is required for coordinating program progress.

### 3.6 COMPUTER SOFTWARE PROGRAM REQUIREMENTS

- A. Subject to compliance with requirements, available software developers offering software that may be used for the Work include, but are not limited to, the following:
  - 1. SKM Systems Analysis, Inc.
- B. Comply with IEEE 1584 and NFPA 70E. Comply with IEEE 399.
- C. Analytical features of fault-current-study computer software program shall include "mandatory," "very desirable," and "desirable" features as listed in IEEE 399.
- D. Computer software program shall be capable of plotting and diagramming time-current-characteristic curves as part of its output. Computer software program shall report device settings and ratings of all overcurrent protective devices and shall demonstrate selective coordination by computer-generated, time-current coordination plots.

### 3.7 ARC FLASH WARNING LABELS

- A. Labels must conform to the current version of NFPA 70 and 70E and be produced on a 3.5 by 5-inch thermal transfer label of high-adhesion polyester for each work location included in the analysis.
- B. Labels shall be machine printed on industrial grade materials, with no field-applied markings.

### 3.8 DATA GATHERING

- A. All data for the studies shall be gathered by the EOR preparing the report. This includes but is not be limited to available fault current, transformer impedance, motor info, feeder lengths, new and existing switchgear/breaker info, etc.
- B. Data collection may require removal of barriers, opening of front panels, etc. while equipment is energized. The Contractor must provide proof (written documentation) that its employees working on the premises have been properly trained in the use and application of PPE and the hazards of working on or near energized equipment. The Contractor must provide its own PPE protection.

### 3.9 EXAMINATION

- A. Examine Project overcurrent protective device submittals for compliance with electrical distribution system coordination requirements and other conditions

affecting performance.

1. Proceed with coordination study only after relevant equipment submittals have been assembled.

### 3.10 POWER SYSTEM DATA

A. Gather and tabulate the following input data to support coordination study in a manner consistent with all current referenced standards contained within this contract which should include but not limited to the following:

1. Product Data for overcurrent protective devices specified in other Division 26 Sections and involved in overcurrent protective device coordination studies. Use equipment designation tags that are consistent with electrical distribution system diagrams, overcurrent protective device submittals, input and output data, and recommended device settings.
2. Impedance of utility service entrance.
3. Full-load current of all loads.
4. Voltage level at each bus.
5. For transformers, include kVA, primary and secondary voltages, connection type, impedance, X/R ratio, taps measured in percent, and phase shift.
6. For reactors, provide manufacturer and model designation, voltage rating and impedance.
7. For circuit, type of trip and available range of settings, SCCR, current rating, and breaker settings.
8. Generator short-circuit current contribution data, including short-circuit reactance, rated kVA, rated voltage, and X/R ratio.
9. Low-voltage cable sizes, lengths, number, conductor material and conduit material (magnetic or nonmagnetic).
10. Medium-voltage cable sizes, lengths, conductor material, and cable installation and metallic shield performance parameters.
11. Electrical Distribution System Diagram: In hard-copy and electronic-copy formats, showing the following:
  - a. Circuit-breaker and fuse-current ratings and types.
  - b. Relays and associated power and current transformer ratings and ratios.
  - c. Transformer kilovolt amperes, primary and secondary voltages, connection type, impedance, and X/R ratios.
  - d. Generator kilovolt amperes, size, voltage, and source impedance.
  - e. Cables: Indicate conduit material, sizes of conductors, conductor material, insulation, and length.
  - f. Busway ampacity and impedance.
  - g. Motor horsepower and code letter designation according to NEMA MG 1.
12. Data sheets to supplement electrical distribution system diagram, cross-referenced with tag numbers on diagram, showing the following:
  - a. Special load considerations, including starting inrush currents and frequent starting and stopping.

- b. Transformer characteristics, including primary protective device, magnetic inrush current, and overload capability.
  - c. Motor full-load current, locked rotor current, service factor, starting time, type of start, and thermal-damage curve.
  - d. Generator thermal-damage curve.
  - e. Ratings, types, and settings of utility company's overcurrent protective devices.
  - f. Special overcurrent protective device settings or types stipulated by utility company.
  - g. Time-current-characteristic curves of devices indicated to be coordinated.
  - h. Manufacturer, frame size, interrupting rating in amperes rms symmetrical, ampere or current sensor rating, long-time adjustment range, short-time adjustment range, and instantaneous adjustment range for circuit breakers.
  - i. Manufacturer and type, ampere-tap adjustment range, time-delay adjustment range, instantaneous attachment adjustment range, and current transformer ratio for overcurrent relays.
  - j. Panelboards, switchboards, motor-control center ampacity, and interrupting rating in rms symmetrical amperes.
- 3.11 SHORT CIRCUIT STUDY – Conduct a short circuit analysis and report which complies with the referenced standards for all electrical systems studied using SKM or approved software.
- 3.12 COORDINATION STUDY – Conduct a Protective Device Coordination Study that complies with the current version of the referenced standards contained in this contract using SKM or approved software.
- A. Coordination-Study Report: Prepare a written report indicating the following results of coordination study:
- 1. Tabular Format of Settings Selected for Overcurrent Protective Devices:
    - a. Device tag.
    - b. Circuit-breaker sensor rating; and long-time, short-time, and instantaneous settings.
    - c. Fuse-current rating and type.
    - d. Ground-fault relay-pickup and time-delay settings.
  - 2. Coordination Curves: Prepared to determine settings of overcurrent protective devices to achieve selective coordination. Graphically illustrate that adequate time separation exists between devices installed in series. Prepare separate sets of curves for the switching schemes and for emergency periods where the power source is local generation. Show the following information:
    - a. Device tag.
    - b. Voltage and current ratio for curves.
    - c. Three-phase and single-phase damage points for each transformer.
    - d. No damage, melting, and clearing curves for fuses.
    - e. Maximum fault-current cutoff point.



- B. Completed data sheets for setting of overcurrent protective devices.
- C. Prepare a Recommended Device Settings Report for all devices and prioritize those devices requiring adjustments based on the referenced standards and manufacturers recommended settings so that Arc Flash can be minimized where possible. Apply to panels labeling notations for settings necessary to maintain adequate safety and include notations in the training for staff.

### 3.13 ARC FLASH HAZARD ANALYSIS REPORT

- A. Comply with NFPA 70E and its Annex D for hazard analysis study.
- B. Preparatory Studies:
  - 1. Protective Device Coordination Study and Short Circuit Study Report Contents must be completed in advance.
- C. Calculate the arc flash protection boundary and incident energy at locations in the electrical distribution system where personnel could perform work on energized parts.
- D. Safe working distances shall be specified for calculated fault locations based on the calculated arc flash boundary, considering incident energy of 1.2 cal/sq.cm.
- D. Incident energy calculations shall consider the accumulation of energy over time when performing arc flash calculations on buses with multiple sources. Iterative calculations shall take into account the changing current contributions, as the sources are interrupted or decremented with time.
 

Fault contribution from motors and generators shall be decremented as follows:

  - 1. Fault contribution from induction motors should not be considered beyond three to five cycles.
  - 2. Fault contribution from synchronous motors and generators should be decayed to match the actual decrement of each as closely as possible (e.g., contributions from permanent magnet generators will typically decay from 10 per unit to three per unit after 10 cycles).
- F. Arc flash computation shall include both line and load side of a circuit breaker as follows:
  - 1. When the circuit breaker is in a separate enclosure.
  - 2. When the line terminals of the circuit breaker are separate from the work location.
- G. Base arc flash calculations on actual overcurrent protective device clearing time. Cap maximum clearing time at two seconds based on IEEE 1584, Section B.1.2.

### 3.14 ARC FLASH STUDY REPORT CONTENT

- A. A background overview of the standard requirements and all assumptions made scenarios considered during the study should be outlined prior to the findings.
- B. Incident Energy and Flash Protection Boundary Calculations for each piece of electrical switchgear (includes all panel boards, switchgear, enclosed switches/circuit breakers and controllers)

- Column 1. **Bus Name** – the names which correlate to the names used in the software modeling system and the corresponding names of plant location such as Main Switchboards, panels, enclosed breakers, etc.
- Column 2. **Protective Device Name** – the name of the device responsible for clearing the potential fault at the associated bus and correlate to the system model.
- Column 3. **Bus Voltage (kV)** – the nominal voltage of the bus location
- Column 4. **Bus Bolted Fault (kA)** – using the worst case scenario for incident energy
- Column 5. **Protective Device Bolted Fault (kA)** – the reduction in fault current due to the arc resistance
- Column 6. **Protective Device Arcing Fault (kA)** – the portion of the calculated arcing fault current that is contributed to the protective device referenced in Column #2. The value demonstrates a reduction in available fault current due to the arc resistance.
- Column 7. **Trip/Delay Time (sec)** – the length of time required by the protective device (column #2) to trip in the presence of the arcing fault current calculated in Column #6. For low voltage breakers and fuses, this time represents the total clearing time of the device.
- Column 8. **Ground** – indications whether the fault location includes a path to ground. Systems with high resistance or low resistance grounds are assumed to be ungrounded in the arc flash calculations.
- Column 9. **Equipment Type** – indicates whether the equipment is switchgear, panel, cable, or open air, etc.
- Column 10. **Arc flash boundary (in)** – distance at which a person must be clothed in PPE.
- Column 11. **Working distance (in)** – the distance indicates the typical working distance associated with the system location referenced in Column #1.
- Column 12. **Incident energy (cal/cm<sup>2</sup>)** – based on the arcing fault current, the total clearing time of the protective device, the bus bar gap, the grounding method, and the typical working distance, the columns displays the results of the arc flash calculations at the referenced location. This energy level directly corresponds to the appropriate PPE required for each location using the NFPA 70E tables for PPE and incident energy exposure.
- Column 13. **PPE Level** – the minimum PPE level that a worker should wear at the given location
- Column 14. **Recommendations for arc flash reduction** – summary of the actions which could reduce the arc flash potential if taken.

Column 15. **Hazard/Risk Category** – Very High, High, Medium, Low categories so that management can make best use of time and funds to provide safe electrical work conditions.

- C. Fault study input data, case descriptions, and fault-current calculations including a definition of terms and guide for interpretation of the computer printout.
- E. Field Documentation - Copies of all field notes, forms and data collection sheet used in the data gathering process
- F. Other Hazards & Risks - An additional section within the report that outlines other Electrical Hazards & Risks observed by the Consultant which should be addressed by the OCCC but are not specifically a component of the Short Circuit, Protective Device Coordination, or Arc Flash Studies. These items should be clearly summarized and prioritized using the same groupings as Very High priority concerns completed within 90 days of the final acceptance of the Phase 3 Report, High priority concerns within 180 days of the acceptance of the Phase 3 Final Report. Medium to Low priority concerns within 24-54 months from the NTP. Corrective action recommendations should be clearly defined within this section of the report.

### 3.15 LABELING

- A. Labels must be applied in accordance with NFPA.

### 3.16 APPLICATION OF WARNING LABELS

- A. Install the arc-fault warning labels under the direct supervision and control of the Arc Flash Study Project Engineer and Field Engineer. Copies of the labels applied should be provided in the Arc Flash Report organized by location and bus.

### 3.17 INITIAL EMPLOYEE SAFETY BRIEFING AND COMMUNICATION

- A. The Consultant shall prepare a short term safety briefing which covers the findings of the project and the immediate responsibilities of the staff with respect to the labels and PPE implications in effect. This is to make sure that all relevant staff are aware while a comprehensive stand-alone training program is developed in the next phase. This initial Safety Briefing should last a minimum of 1 hour and include all relevant staff who work with the electrical systems.

## **4.0 PRIORITIZED CORRECTIVE ACTION & RISK REDUCTION RECOMMENDED PLAN**

### **4.1 PURPOSE**

The intent of this section is to ensure that the technical findings in the above analysis and report will be prioritized and laid out in a recommended implementation plan for discussion and review with OCCC management. The importance of this section is to ensure that OCCC management receives the full benefit of the EORs priorities for safety which will result in allocation of funds and schedules for implementation that do not interrupt our core business. The OCCC expects the EOR to formally ensure that these decisions are made expeditiously with the most important issues coordinated first and lower priorities for electrical safety scheduled over time.

4.2 If the corrective actions contained in the analysis above exceed the Consultants ability to execute within their own firm or exceed the OCCC's ability to execute with existing staff or continuing contract resources, the Consultant will be required to define the necessary design scope of work and estimate construction costs for the corrective actions required.

4.3 Permitting. If applicable, the Consultant shall be responsible for the coordination with permitting agencies.

### **4.1 ADJUSTMENT AND TESTING**

4.1.1 It will be the responsibility of the Consultant to ensure that all protective devices are set to the recommended settings and that these settings are included in all training, SOPs and communication documents referenced in this contract.

4.1.2 All protective devices shall be adjusted, tested, and calibrated in the field prior to energizing the equipment, in accordance with the settings listed in the accepted study. This work shall be completed prior to final acceptance by the Owner.

## **5.0 CORRECTIVE ACTION IMPLEMENTATION AND RELATED IMPROVEMENTS**

The purpose of this phase is to ensure that accepted corrective actions are implemented and managed by the Consultant so that risk mitigation occurs and risk is reduced. This phase will also include at a minimum of the following items in addition to other actions recommended by the consultant:

5.1 If the Consultant recommends that a formal scope of work be put out for bid on any item contained in the approved Corrective Action Plan, the Consultant will be responsible for managing implementation scopes of work and performance for work required in the approved plan submitted in the prior phase and contained in this contract unless a written change is executed between the two parties.

5.2 The Consultant will be responsible for maintaining all records of implemented

corrective actions using the EBCx process and record management system contained in this contract. The consultant will be responsible in this Phase for making sure that all corrective actions are accepted and approved by the EOR and included in the final documentation below.

**5.3 ELECTRICAL RECORD DOCUMENT UPDATES OR CREATION** – The Consultant will be responsible to provide complete updated record drawings for all components within this contract and upon approval of the OCCC any other related electrical documents which require updates or creation. This is to ensure that OCCC staff is adequately equipped to safely manage electrical operations with knowledge of correct service relationships. Examples of the types of drawings expected include, but are not limited to the following:

5.3.1 One-line Diagrams for all MSBs, Secondary Panels, Tertiary Panels, other panels as requested by the OCCC within the scope of services of this contract.

5.3.2 A relationship diagram for all MSBs and their downstream panels serviced by the MSB to the point of termination unless otherwise directed by the OCCC.

5.3.3 An overall electrical system map of the primary utility transformers and primary MSB relationships throughout the campus.

5.3.4 Any other electrical diagnosis required to install an effective electrical Risk Mitigation Program.

**5.4 STANDARD OPERATING PROCEDURE CREATION**

5.4.1 Hard copies and digital copies of SOP will be created for the operation of electrical equipment from a facility maintenance and event utility tasks as they related to the scope of hazards and risks associated with the scope of work in this program. The procedures should take into account the type of work expected for the OCCC operations point of view.

5.4.2 Troubleshooting guides for situations requiring staff response should be updated or created for the equipment within the scope of this program.

5.4.3 Consultant recommended and provided improvements to the existing Schneider Electric PME 8.0 software screens which pertain to this contract. This should include trends, alarms, notifications, reports and operator procedure which help the OCCC maintain safe electrical conditions.

## 5.5 ELECTRICAL SAFETY & ARC FLASH TRAINING PROGRAM

5.5.1 Training will be designed for each job classification that is required to perform electrical work to equipment contained in this Scope of Work. All training documents, materials and presentation tools will be submitted for approval prior to use in OCCC training situations. Training will be designed by an experienced electrical trainer in coordination with an experienced licensed electrician with at least 10 years of commercial electrical experience. It is necessary that all training be designed from the point of view of the most realistic day to day experiences of OCCC operations staff with requirements to perform electrical tasks under the unique and demanding environment of OCCC operations.

5.5.2 Prior to the development of the training materials and program, the training designers will commit at least 8 hours of observation with both Event Utilities and Facility Operations staff that have responsibilities for electrical tasks in order to properly understand the types of demands placed on these staff members for utility service execution. Additional staff consultations may be required by the OCCC to ensure the proper development of the training material.

5.5.3 A recommended training outline and approach must be submitted for approval prior to the creation of the customized, stand-alone training documents so that OCCC management can ensure that its unique needs will be met through the training implementation.

5.5.4 A training manual (hard copy and digital) will be created which includes simple check sheets and participant assessments to check for understanding and obtain proof of training certificates. Included in this manual should be a training schedule which complies with the referenced standards for each job classification.

5.5.5 A stand-alone training program will be created for intermittent training required for job transfers, classification upgrades, or new hires that join the electrical work force between annual training sessions. At a minimum, Power Points, supervisor checklists, participant handouts, and pre/post training assessments should be created so that supervisors can maintain an adequately trained workforce. This should include all related aspects of this Schneider PME 8.0 software uses.

5.5.6 An initial training will be performed for all staff required to work on the electrical equipment contained in this program. A minimum of four hours of training will be performed which should include a pre and post-test to check for participant understanding of the key concepts required.

## **6.0 POST CORRECTIVE ACTION REVIEW AND FINAL CERTIFICATION REPORT**

- 6.1 Once all corrective actions have been implemented, the Consultant must make all necessary adjustments that have improved the Arc Flash results and replace equipment labels, update training documents, record documents, one-line diagrams, applicable system diagrams, as well as any other pertinent document which references the devices receiving the corrective action.
- 6.2 The Final Report will follow the EBCx format for commissioning documentation close out and include all materials contained within the ASHRAE 2.0 – 2015 Guideline for Existing Building Commissioning with specific reference to the Electrical Hazards and Risks contained within this scope of services.
- 6.3 The Consultant must present a draft outline report for approval by the OCCC project manager prior to creation of the final report.

## **7.0 FIRST FIVE YEAR REVIEW AND UPDATE**

- 7.1 In order to ensure the OCCC complies fully with NFPA 70E in the most cost effective manner, the Consultant must plan the overall project across the five year time span with the expectation that they will also be required to produce the first Five Year Re-Certification by a deadline that occurs 90 days prior to the fifth anniversary of the NTP for the program contained in the contract.

## **8.0 DELIVERABLES**

Work to be completed under this section by the Consultant shall require the following items to be delivered and accepted by the County Project Manager (list permits as required):

- 8.1 Overall Program Schedule and Administrative Management

- 8.2 Phase 1 Preliminary Assessment and Recommended Project Plan Report
- 8.3 Phase 2 Comprehensive Electrical Hazard & Risk Assessment Report
- 8.4 Phase 3 Corrective Action Recommendation Plan Report
- 8.5 Phase 4 Corrective Action Implementation and Related Improvements
- 8.6 Phase 5 Post Corrective Action Review and Final Safety Certifications
- 8.7 Phase 6 First Five Year Review, Document Updates and Certifications

**9.0 PAY TASKS**

- 9.1 Phase 1 Preliminary Assessment and Recommended Project Plan Report
- 9.2 Phase 2 Comprehensive Electrical Hazard & Risk Assessment Report
- 9.3 Phase 3 Corrective Action Recommendation Plan Report
- 9.4 Phase 4 Corrective Action Implementation and Related Improvements
- 9.5 Phase 5 Post Corrective Action Review and Final Safety Certifications
- 9.6 Phase 6 First Five Year Review, Document Updates and Certifications



## 10.0 TABLE OF DELIVERABLES

The Consultant shall produce and deliver to the County Project Manager the deliverables outlined as follows:

<b><u>Categories:</u></b>	<b><u>Paper Copy</u></b>	<b><u>Drawings (Size)</u></b>	<b><u>Digital File</u></b>	<b><u>Type</u></b>
<b>1.0 Overall Project Schedule and Administrative Management (According to the EBCx method)</b>	3		1	MS Project Approved EBCx management software
<b>2.0 Phase 1 Preliminary Assessment and Recommended Project Plan Report</b>	3		1	PDF and Word
<b>3.0 Phase 2 Comprehensive Electrical Hazard &amp; Risk Assessment Report</b>	3		1	PDF and Word
<b>4.0 Phase 3 Corrective Action Recommendation Plan Report</b>	3		1	PDF and Word
<b>5.0 Phase 4 Corrective Action Implementation and Related Improvement</b>	3	<b>TBD</b>	1	PDF, Word and TBD (agreed schematic software like AutoCAD )
<b>6.0 Phase 5 Post Corrective Action Review and Final Safety Certifications</b>	3		1	PDF and Word
<b>7.0 Phase 6 First Five Year Review, Document Updates and Certifications</b>	3		1	PDF and Word

**REQUEST FOR PROPOSALS**

**#Y16-812-MM**

ORANGE COUNTY CONVENTION CENTER ARC FLASH ANALYSIS & DEVELOPMENT OF ELECTRICAL SAFETY PROGRAM PER (NFPA 70E) NATIONAL FIRE PROTECTION ASSOCIATION

**DUE 2:00 P.M. – September 20, 2016**

**PROPOSER INFORMATION:**

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

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

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

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

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

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

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

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

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

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

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

**IDENTIFICATION OF BUSINESS ORGANIZATION:**

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

Sole Proprietorship     Partnership                       Joint Venture                       Corporation

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

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

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

Name	Title	Phone Number

**ADDENDUM ACKNOWLEDGEMENT:**

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

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

**PROJECT TEAM**

RFP Project Number: \_\_\_\_\_

TEAM NAME: \_\_\_\_\_

Federal I. D. Number: \_\_\_\_\_  
 Is Prime Consultant: a certified M/WBE Firm Yes \_\_\_\_\_ No \_\_\_\_\_  
 a registered SDV Firm Yes \_\_\_\_\_ No \_\_\_\_\_  
 Are you utilizing M/WBE credit for this RFP Yes \_\_\_\_\_ No \_\_\_\_\_  
 If yes, then specify: \_\_\_\_\_

<b><u>PRIME</u></b>				
<b>Role</b>	<b>Name and City of Residence of Individual Assigned to the Project</b>	<b>Number of Years Experience</b>	<b>Education, Degree(s)</b>	<b>Florida Active Registration Numbers</b>
Principle-in-Charge				
Project Manager (Professional Engineer)				
Project Engineer (Professional Engineer)				
Project Construction Administrator				
Other Key Member ( )				
Other Key Member ( )				
<b><u>SUBCONSULTANT</u></b>				
<b>Role</b>	<b>Company Name and Address of Office Handling this Project</b>	<b>If Certified M/WBE specify which; Or If Registered SDV indicate</b>	<b>Name of Individual Assigned to the Project</b>	
Architecture				
Mechanical Engineering				
Electrical Engineering				
Structural Engineering				
Civil Engineering				
Landscape Architecture				
Other Key Member ( )				
Other Key Member ( )				
Other Key Member ( )				

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

**LOCATION**

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

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

1. _____ _____	_____	_____	_____	_____%
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2. _____ _____	_____	_____	_____	_____%
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3. _____ _____	_____	_____	_____	_____%
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4. _____ _____	_____	_____	_____	_____%
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5. _____ _____	_____	_____	_____	_____%
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6. _____ _____	_____	_____	_____	_____%
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7. _____ _____	_____	_____	_____	_____%
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**Use additional pages if necessary - Total Percentage must equal 100%**

**LOCATION (continued)**

1. Current domicile of Project Manager.

Name of Project Manager \_\_\_\_\_

City & County \_\_\_\_\_

State \_\_\_\_\_

2. Will Project Manager relocate to an Orange County address to facilitate contract performance? (check appropriate line)

No \_\_\_\_\_ Not Applicable \_\_\_\_\_

If Project Manager will not relocate, explain how the Project Manager will manage the project and maintain close communication with the County.

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Yes \_\_\_\_\_ Not Applicable \_\_\_\_\_

If yes, please explain when relocation will occur in relationship to contract award.

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**LOCATION (continued)**

3. Current domicile of Project Engineer.

Name of Project Engineer \_\_\_\_\_

City & County \_\_\_\_\_

State \_\_\_\_\_

4. Will Project Engineer relocate to an Orange County address to facilitate contract performance? (check appropriate line)

No \_\_\_\_\_ Not Applicable \_\_\_\_\_

If Project Engineer will not relocate, explain how the Project Engineer will manage the project and maintain close communication with the County.

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Yes \_\_\_\_\_ Not Applicable \_\_\_\_\_

If yes, please explain when relocation will occur in relationship to contract award.

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**LOCATION (continued)**

**AFFIDAVIT**

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

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

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

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

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

(seal)

Date \_\_\_\_\_

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

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

**SIMILAR PROJECTS**  
**PROJECT MANAGER**

USING PAGES D1 – D3 only - List three SIMILAR PROJECTS, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST TEN (10) YEARS, which most closely match the scope of work in this RFP, as identified in similar project description, wherein the proposed Project Manager has performed IN THE SAME CAPACITY with your firm, or other firms.

LIST THE ONE (1) PROJECT MANAGER ONLY AS INDICATED ON FORM B. Proposers must explain and emphasize how each element of the similar project description was performed in conjunction with the project listed.

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

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



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

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

Design or Consulting Completion Date (Month/Year):  
Square feet of Facility (airport, arena, convention center, educational facility, hospital,  
hotel or stadium):  
Firm:

Summary of Work:

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

2. Project Name:

Owner:

Reference Name, Address, Phone Number, Fax Number, Email Address:

Design or Consulting Completion Date (Month/Year):

Square feet of Facility (airport, arena, convention center, educational facility, hospital, hotel or stadium):

Firm:

Summary of Work:

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

3. Project Name:

Owner:

Reference Name, Address, Phone Number, Fax Number, Email Address:

Design or Consulting Completion Date (Month/Year):

Square feet of Facility (airport, arena, convention center, educational facility, hospital, hotel or stadium):

Firm:

Summary of Work:

**SIMILAR PROJECTS**  
**PROJECT ENGINEER**

USING PAGES E1 – E3 only – List three (3) SIMILAR PROJECTS, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST TEN (10) YEARS, which most closely match the scope of work in this RFP, as identified in similar project description, wherein the proposed project engineer has performed IN THE SAME CAPACITY with your firm, or other firms.

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

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

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

Proposed Project Engineer Name: \_\_\_\_\_

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

Design or Consulting Completion Date (Month/Year):  
Square feet of Facility (airport, arena, convention center, educational facility, hospital,  
hotel or stadium):  
Firm:

Summary of Work:

Proposed Project Engineer Name: \_\_\_\_\_

2. Project Name:

Owner:

Reference Name, Address, Phone Number, Fax Number, Email Address:

Design or Consulting Completion Date (Month/Year):

Square feet of Facility (airport, arena, convention center, educational facility, hospital, hotel or stadium):

Firm:

Summary of Work:

Proposed Project Engineer Name: \_\_\_\_\_

3. Project Name:

Owner:

Reference Name, Address, Phone Number, Fax Number, Email Address:

Design or Consulting Completion Date (Month/Year):

Square feet of Facility (airport, arena, convention center, educational facility, hospital, hotel or stadium):

Firm:

Summary of Work:

## FORM F

### SKILLS AND EXPERIENCE OF THE PROJECT TEAM

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

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

***Project Team:*** The project team should include other team members which indicate the depth of the Proposing firm to provide the full range of services required in this scope of work. At a minimum, the project team must be of sufficient size and depth to complete the tasks contained in this RFP within the time frames required and must include the following members at a minimum:

***Project Field Engineer:*** This individual will perform the majority of the field work performed and accomplish the investigative and analytical tasks required to achieve the scope of work in this project. The position serves as the point of contact for the client in the Project Manager's absence. **The Project Field Engineer must at a minimum, hold a BS in Electrical Engineering and have a minimum of five years of Electrical Hazard & Risk Assessment experience. This role may be a subconsultant.**

***Electrical Safety Consultant:*** Defined as the Individual who oversees the creation of Standard Operating Procedures and Training Programs for OCCC staff so that industrial electrician perspectives are included in all final program documents. **The Safety Consultant shall be a licensed Electrical Contractor (EC) by the State of Florida Department of Business and Professional Licensing with a minimum of 10 years commercial/ industrial EC experience who currently employs a minimum of 3 electricians. It is highly preferred that this individual also hold a Certified Electrical Safety Compliance Professional (CESC) certificate. This role may be a subconsultant.**



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

Using a maximum of six (6) pages, 8½" x 11", labeled "Form H-1" through "Form H-6", delineate your firm's understanding of the project scope and approach (es) to successful completion, specialized skills available, special considerations and possible difficulties in completing the project as specified.

Title the first page "Project Scope, Approach and Understanding" and label each page as described above.

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

**CHECK ONE**

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

**OR**

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

**LITIGATION STATEMENT**

**CHECK ONE**

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

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

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

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

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

\_\_\_\_\_  
TITLE

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

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

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

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

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

The above reflects (Check One): \_\_\_\_\_ Orange County Workforce \_\_\_\_\_ Total Permanent Workforce (Outside Orange County)

For Construction Projects Only: Do you intend to hire new employees for the project? \_\_\_ Yes \_\_\_ No If yes, how many approximately? \_\_\_\_\_

Name of Firm \_\_\_\_\_ Period of Report \_\_\_\_\_ No. of Years in Business in Orange County \_\_\_\_\_

Form Completed by \_\_\_\_\_

Name/Title (Printed or Typed)

Signature

Form Approved by \_\_\_\_\_

Name/Title (Printed or Typed)

Signature

## INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

If the proposer is submitting as a joint venture, please be advised that this form [3 pages] **MUST** be completed and the **REQUESTED** written joint-venture agreement **MUST** be attached and submitted with this form.

However, if the proposer is not a joint venture, check the following block: ( ) NOT APPLICABLE and proceed to Form L.

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

\* **Joint venture must be properly registered with the Florida Division of Corporations before the contract award and the name of the Joint Venture must be the same name used in the RFP proposal.**

**AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

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

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

**AFFIDAVIT**

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

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

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

(Seal)

Date \_\_\_\_\_

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

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

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

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

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

(Seal)

## DRUG-FREE WORKPLACE FORM

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

**Name of Proposer**

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

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

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

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

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

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

The subcontract will reflect a 72 hour prompt payment clause.

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

---

M/WBE Subconsultant

---

Certified Scope(s) of Work

---

Subcontract Percentage/Amount

I understand that I shall not be allowed to substitute or change subconsultants without prior written approval of Orange County's Project Manager and the Business Development Division. Such approval shall in no way relieve my obligations pursuant to Orange County's M/WBE requirements and goals contained in the Orange County Minority/Women Business Enterprise Ordinance, No. 94-02/2009-21, as modified.

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

---

Authorized Agent of Prime Consultant

---

Date

---

Printed Name & Title

---

Authorized Agent of M/WBE Subconsultant

---

Date

---

Printed Name & Title

---

M/WBE Address

---

Phone Number/Fax Number



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

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

The subcontract will reflect a 72 hour prompt payment cause.

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

SDV Sub-consultant
Registered Scope(s) of Work
Subcontract Percentage/Amount

I understand that I shall not be allowed to substitute or change SubConsultants, without the express prior approval of Orange County's Project Manager and the Business Development Division. Such approval shall in no way relieve my obligations pursuant to Orange County's Service-Disable Veteran Business Program requirements contained in the Orange County Ordinance, Orange County Code, Chapter 17, Article III, Division 5.

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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

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

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

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

*For Staff Use Only:*

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

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

Specific Project Expenditure Report (Revised November 5, 2010)

For use as of March 1, 2011

**ORANGE COUNTY CONVENTION CENTER ARC FLASH ANALYSIS &  
DEVELOPMENT OF ELECTRICAL SAFETY PROGRAM PER NFPA 70E**

Case or Bid No. **Y16-812 -MM**

**ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT**

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

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

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

**Part I**

**Please complete all of the following:**

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

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

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

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

*For Staff Use Only:*  
Initially submitted on \_\_\_\_\_  
Updated On \_\_\_\_\_

Specific Project Expenditure Report (Revised November 5, 2010)  
For use as of March 1, 2011

**ORANGE COUNTY CONVENTION CENTER ARC FLASH ANALYSIS &  
DEVELOPMENT OF ELECTRICAL SAFETY PROGRAM PER NFPA 70E  
Case or Bid No. Y16-812 -MM**

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

**Part II  
Expenditures:**

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

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

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

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

*For Staff Use Only:*  
Initially submitted on \_\_\_\_\_  
Updated On \_\_\_\_\_

Specific Project Expenditure Report (Revised November 5, 2010)  
For use as of March 1, 2011

**ORANGE COUNTY CONVENTION CENTER ARC FLASH ANALYSIS &  
DEVELOPMENT OF ELECTRICAL SAFETY PROGRAM PER NFPA 70E  
Case or Bid No. Y16-812 -MM**

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

**Part III  
ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

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

Date: \_\_\_\_\_  
\_\_\_\_\_  
Signature of  Principal or  Principal's Authorized Agent  
*(check appropriate box)*  
**PRINT NAME AND TITLE:** \_\_\_\_\_

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

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

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

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public  
Notary Public for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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

**FREQUENTLY ASKED QUESTIONS (FAQ) ABOUT THE SPECIFIC PROJECT**  
**EXPENDITURE REPORT**

*Updated 3-1-11*

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

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

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

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

**WHO NEEDS TO FILE THE SPR?**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CONCLUSION:**

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

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

*For Staff Use Only:*

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

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

Bid Number **Y16-812 -MM**

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

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

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

**Part I**

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

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

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

\_\_\_\_\_

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

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

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

Name of Applicant's Authorized Agent:

\_\_\_\_\_

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

\_\_\_\_\_

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

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



OC CE FORM 2P

FOR PROCUREMENT-RELATED ITEMS (November 5, 2010)

For use after March 1, 2011

*For Staff Use Only:*

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

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

Bid Number **Y16-812 -MM**

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

**Part II**

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

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

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

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

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

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

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

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(Use additional sheets of paper if necessary)

*For Staff Use Only:*

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

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

Bid Number **Y16-812 -MM**

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

**Part III**

**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

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

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

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

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

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

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

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

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public  
Notary Public for the State of \_\_\_\_\_  
My Commission Expires:  
\_\_\_\_\_

Staff signature and date of receipt of form

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

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



I/WE, (PRINT PROPOSER NAME) \_\_\_\_\_, DO  
HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT (PRINT AGENT'S NAME),  
\_\_\_\_\_, TO EXECUTE ANY PETITIONS OR OTHER DOCUMENTS  
NECESSARY TO AFFECT THE **CONTRACT APPROVAL PROCESS** MORE SPECIFICALLY DESCRIBED AS  
FOLLOWS, RFP NO. Y16-812-MM, ORANGE COUNTY CONVENTION CENTER ARC FLASH  
**ANALYSIS & DEVELOPMENT OF ELECTRICAL SAFETY PROGRAM PER NFPA 70E**, AND TO APPEAR  
ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS  
**CONTRACT AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THIS CONTRACT.**

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

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

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

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

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public  
Notary Public for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**FREQUENTLY ASKED QUESTIONS (FAQ)**  
**ABOUT THE**  
**RELATIONSHIP DISCLOSURE FORM**  
*Updated 6-28-11*

**WHAT IS THE RELATIONSHIP DISCLOSURE FORM?**

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

**WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?**

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

**WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?**

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

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

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

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

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

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

*Business associate* means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

**FORM O**  
**FAQS**

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

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

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

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

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

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

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

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

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

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

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

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

**CONCLUSION:**

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

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

**E VERIFICATION CERTIFICATION**

**Contract Y16-812-MM**

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

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

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The undersigned does hereby certify that the above named consultant:

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

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

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

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

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

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

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

**DISPLACED WORKERS  
PROPOSED HIRING INFORMATION**

**Section I: To be Submitted with Proposal**

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

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

Email Address: \_\_\_\_\_

Number of Individuals to be Hired: \_\_\_\_\_

Signature of Authorized Representative of Above Firm: \_\_\_\_\_

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

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

Verification: I certify that the above individuals are displaced workers

Individual Complete Name:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

\*5. \_\_\_\_\_

\*6. \_\_\_\_\_

Career Source Central Florida  
390 North Orange Avenue, Suite 700  
Orlando, FL 32805  
407-531-1222

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

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

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

\*Career Source Participants who do not meet specific job qualifications



# SAMPLE DO NOT USE

## LEASED EMPLOYEE AFFIDAVIT CONTRACT #Y \_\_\_\_\_

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

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

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

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

Name of Employee Leasing Company: \_\_\_\_\_

Workers' Compensation Carrier: \_\_\_\_\_

A.M. Best Rating of Carrier: \_\_\_\_\_

Inception Date of Leasing Arrangement: \_\_\_\_\_

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

Name of Contractor/Consultant: \_\_\_\_\_

Signature of Owner/Officer: \_\_\_\_\_

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

# SAMPLE DO NOT USE

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Orange County Board of County Commissioners Procurement Division 400 E. South Street Orlando, FL 32801
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

<p><b>A. Section II – Who is An Insured</b> is amended to include as an additional insured the person(s) or organizations(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:</p> <ol style="list-style-type: none"><li>1. In performance of your ongoing operations; or</li><li>2. In connection with your premises owned by or rented to you.</li></ol> <p>However:</p> <ol style="list-style-type: none"><li>1. The insurance afforded to such additional insured only applies to the extent permitted by law; and</li><li>2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.</li></ol>	<p><b>B.</b> With respect to the insurance afforded to these additional insureds, the following is added to Section III-Limits of Insurance:</p> <p>If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:</p> <ol style="list-style-type: none"><li>1. Required by the contract or agreement; or</li><li>2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.</li></ol> <p>This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.</p>
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# SAMPLE DO NOT USE

POLICY NUMBER: \_\_\_\_\_

COMMERCIAL GENERAL LIABILITY  
CG 24 04 0509

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

<b>Name of Person or Organization:</b>
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS PROCUREMENT DIVISION 400 E. SOUTH STREET ORLANDO, FL 32801
(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

The following is added to Paragraph 8, Transfer of rights of Recovery Against Others To Us of Section IV – Conditions:

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

# SAMPLE DO NOT USE

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

### Schedule

#### Name of Person or Organization:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS  
PROCUREMENT DIVISION  
400 E. SOUTH STREET  
ORLANDO, FL 32801

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement No.	Effective Policy No.	Endorsement
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Insured

Insurance Company  
by \_\_\_\_\_

Countersigned