

ISSUE DATE: June 1, 2018

NOTICE
REQUEST FOR PROPOSALS
FOR
OWNER'S REPRESENTATIVE PROGRAM MANAGER SERVICES FOR THE
ORANGE COUNTY CONVENTION CENTER (OCCC) PHASE V MULTIPURPOSE
VENUE AND GRAND CONCOURSE IMPROVEMENTS

RFP #Y18-811-JS

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 July 17, 2018, for Owner's Representative Program Manager Services for the Orange County Convention Center (OCCC) Phase V Multipurpose Venue and Grand Concourse Improvements.**

A Pre-Proposal Conference will be held **June 11, 2018, at 1:30 P.M.** at the **Orange County Convention Center, South Concourse Level 2, 9899 International Drive, Orlando, FL 32819, Meeting Room S230AB.** 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.

Carrie Mathes, MPA, CFCM, CPPO, C.P.M.
Manager, Procurement Division

NOTICE TO PROPOSERS

To ensure that your Proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Jacqueta Scott by email: Jacqueta.Scott@ocfl.net or by phone at (407) 836-5456. **You may contact Jacqueta Scott at any time during this process, including during the blackout period.**

RFP # Y18-811-JS
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REQUEST FOR PROPOSALS
FOR

Owner's Representative Program Manager Services for the Orange County Convention Center (OCCC) Phase V Multipurpose Venue and Grand Concourse Improvements
RFP # Y18-811-JS

PURPOSE:

The Board of County Commissioners, Orange County, Florida, is soliciting Proposals to provide Owner's Representative Program Manager Services for the Orange County Convention Center (OCCC) Phase V Multipurpose Venue and Grand Concourse Improvements.

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, July 17, 2018, to:

Orange County Procurement Division
Internal Operations Centre II
400 E. South Street, 2nd 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 June 11, 2018, at 1:30 P.M., Orange County Convention Center, South Concourse Level 2, 9899 International Drive, Orlando, FL 32819, Meeting Room S230AB. 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 Proposals Number Y18-811-JS
Date of Opening - July 17, 2018
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 Jacqueta Scott, Senior Contract Administrator, (407) 836-5456 or email Jacqueta.scott@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 July 2, 2018 to:

Jacqueta Scott, Senior Contract Administrator
Procurement Division
400 E. South Street, 2nd Floor
Orlando, Florida 32801
Fax: (407) 836-5899

You may contact Jacqueta Scott at any time during this process, including during the blackout 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. **AWARD RESTRICTION**

The contractor (s) awarded the term contract for the County's cost estimating, scheduling and project management services for the Orange County Convention Center (Y18-179-EB) shall be ineligible to compete on a team for this contract.

9. **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 certified minority/women business enterprise is 27% of the contract value for 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 over \$500,000 and therefore, graduate M/WBE's are eligible 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) 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 overall contract fees to be contracted to the listed subconsultant.

The Consultant must include in the subcontract agreement:

- i. Prompt Payment Clause to the M/WBE subconsultant
- ii. Payment schedule in all subcontracts and purchase orders (including those with non-M/WBEs) stating that payment will be made to the subconsultant/suppliers within 72 hours of receipt of payment from the County.
- iii. **The following statement: "It is the M/WBE responsibility to submit the required payment verification reports to the prime consultant quarterly and the Final M/WBE payment verification form directly to Business Development Division."**

The M/WBE's failure to submit the required documents could negatively impact their M/WBE certification.

- F. The awarded prime consultant's responsibilities and requirements are itemized below:
 - i. 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 one time for the duration of the contract.

- ii. 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.
- iii. The Prime Consultant shall submit an updated quarterly MWBE utilization report, Equal Opportunity Workforce Schedule and M/WBE payment verification forms for all professional service contracts. It is the responsibility of the Prime Consultant to submit the payment verification forms with the referenced reports. 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. Failure of the M/WBE to comply with the submittal of the payment verification forms to the Prime consultant could negatively affect their re-certification.
- iv. 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 Business Development Division.
- v. 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. 2002-1

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:

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

B. 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;

C. 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.

D. All SDV firms must be Orange County registered at the time of submittal of the proposal and must be registered in the area(s) for which they will be used. If a firm claims to be registered, but is not listed on the County's website, ocfl.net, the Proposer should obtain a copy of their Orange County registration and/or contact the Business Development Division at 407-836-7317 for verification of registration. Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola counties) are eligible for Orange County registration.

E. Proposers shall submit signed Letters of Intent with their proposal. Proposers for all current Orange County registered subconsultants identified on the SCHEDULE OF SUBCONTRACTING – SDV PARTICIPATION FORM. These letters of Intent must indicate the scope of work to be performed by every registered SDV plus the percentage of the overall contract fees to be contracted to the listed subcontractor.

F. The Consultant's responsibilities and requirements are itemized below:

1. Incorporate a 72-hour prompt payment assurance provision and payment schedule in all contracts between the prime and sub-Consultant.
2. File copies of all executed subcontractor agreement/contracts between the prime and all SDV subconsultants on the project to

Orange County Business Development Division.

3. The Consultant shall furnish written documentation evidencing actual dollars paid to each subconsultant utilized by the prime Consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the prime Consultant prior to the issuance of final payment.
4. The Consultant shall submit an updated quarterly SDV utilization report and the "Employment Data, Schedule of Minorities and Women" report for all professional service contracts. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period.
5. The Consultant shall not substitute, replace or terminate any SDV firm without prior written authorization of the Business Development Division, nor shall the Consultant reduce the scope of work or monetary value of a subconsultant without written authorization of the Business Development Division. The Consultant shall notify the Business Development Division of any additional awards to the SDV firm on the Consultant's team and the addition of any new SDV firm to the Consultant's team on that project.
6. The Consultant shall expeditiously advise all SDV's and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the SDV firm(s) on their team.

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

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

Requests for substitution of 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.

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

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

When considering two (2) or more proposals, or replies for the procurement of 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.

If a registered SDV, entitled to the vendor preference and one (1) or more other M/WBE businesses also entitled to this preference, or another vendor preference provided by the Orange County Code, submits bids, proposals, or replies for the procurement of goods or services which are otherwise equal with respect to all relevant considerations, including price, quality and service, then the Procurement Division Manager will award the procurement or contract to the business having the smallest net worth.

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 Senior Project Manager and Project Manager must be two different individuals, both currently employed by the Prime Consultant. The Senior Project Manager OR the Project Manager shall be a Professional Licensed Architect or Professional Licensed Engineer registered with the State of Florida Department of Business and Professional Regulation prior to the due date of proposals submitted for this RFP. The remaining position can be a Professional Licensed Architect or Professional Licensed Engineer or a Bachelor Degreed Construction Manager with General Contractor's License registered with the State of Florida Department of Business and Professional Regulation prior to the due date of proposals submitted for this RFP.

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 Consultants 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 Senior Project Manager (Form D)	15

Similar Projects Completed by the Proposed Project Manager (Form E)	10
Skills and Experience of the Project Team (Form F)	20
M/WBE Participation (Form B, J, K, M)	15
Location (Form C)	10
Volume of Work Previously Awarded by the County	5
Approach, Understanding, Scope Response (Form H)	25
TOTAL	100

26. **SIMILAR PROJECTS**

“**Similar Projects**” for the proposed Senior Project Manager and the proposed Project Manager of the Request for Proposals (RFP) has been defined as a single project, (if a phased project all phases shall be *substantially completed*), successfully completed within the past fifteen (15) years prior to the due date of proposals submitted for this RFP within the contiguous United States, Alaska, and Hawaii that included professional Owners Representative/Program Manager Services as follows:

- a. Project Type A: Three (3) Similar Projects that are renovation or expansion of building space of at least 500,000 contiguous square feet, on an **ACTIVE** fully operational general assembly facility (airports, arenas, convention centers, educational facilities, hospitals, hotels, stadiums), AND
- b. Project Type B: Two (2) Similar Projects that are expansion or new construction of building space of at least 500,000 contiguous square feet, on general assembly facility (airports, arenas, convention centers, educational facilities, hospitals, hotels, stadiums), AND
- c. Similar Projects that included the following elements:

In order to receive consideration as a “Similar Project” each project shall fully meet the above similar project description. Failure to meet these requirements will result in the project not considered as a similar project and receive a score of zero for that project.

Each “Similar Project” will be scored based on the following elements:

1. Construction costs in excess of \$200 million for **Senior Project Manager** and Construction costs in excess of \$100 million for **Project Manager**
2. Development and maintenance of master project schedule

3. Development of financial controls, including evaluation of budget and project cash flow
4. Assistance in administration of project design
5. Assistance in administration of project construction
6. Assistance in development of a risk management and insurance program
7. Performance of value engineering reviews and analysis at all stages of programming, design and construction
8. Development and maintain an effective project management reporting system
9. Assistance in developing and finalizing Construction Manager Contract (Design Build, Construction Manager at Risk)
10. Develop, implement and maintain a computerized document control system
11. Moderate workshops and key stakeholder meetings with development of supporting meeting minutes and documentation.

SCORING CRITERIA:

Senior Project Manager Scoring Criteria: Element “1”, “2”, “3”, “4”, and “5” are mandatory elements. Those “Similar Projects” with less than the first five (5) mandatory elements will not be considered similar and receive a score of zero. In order to receive consideration for one-half (1/2) point, a “Similar Project” must contain elements “1”, “2”, “3”, “4”, and “5” and at least three (3) of the remaining elements 6 through 11. In order to receive one (1) full point, a “Similar Project” must contain all eleven (11) total elements including all five (5) mandatory elements.

Project Manager Scoring Criteria: Element “1”, “2”, “4”, and “5” are mandatory elements. Those “Similar Projects” with less than the four (4) mandatory elements will not be considered similar and receive a score of zero. In order to receive consideration for one-half (1/2) point, a “Similar Project” must contain elements “1”, “2”, “4”, and “5” and at least two (2) of the remaining elements. In order to receive one (1) full point, a “Similar Project” must contain eight (8) total elements including all four (4) mandatory elements.

The Senior Project Manager OR the Project Manager shall be a Professional Licensed Architect or Professional Licensed Engineer registered with the State of Florida Department of Business and Professional Regulation prior to the due date of proposals submitted for this RFP. The remaining position can be a Professional Licensed Architect or Professional Licensed Engineer or a Bachelor Degreed Construction Manager with General Contractor’s License registered with the State of Florida Department of Business and Professional Regulation prior to the due date of proposals submitted for this RFP.

All elements of the project must have been successfully completed and construction of the entire project certified substantial completion. The “Similar Projects” must have been certified “Substantial Completion” prior to the due date of proposals submitted 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 required performance requirements and/or dimensions are identified and that the elements are adequately explained in the text. The description shall document how the particular element was performed in conjunction with the overall project. The mere listing of elements without specific details in the body of the description will negatively impact the scoring for the project.

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

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

Definitions

Senior Project Manager: Individual who managed the administrative elements of the project, was the primary point of contact for the client, directed the production of the planning/design/construction work products, while performing those services from initial design to substantial completion of the project. **The Senior Project Manager OR the Project Manager shall be a Professional Licensed Architect or Professional Licensed Engineer registered with the State of Florida Department of Business and Professional Regulation prior to the due date of proposals submitted for this RFP. The remaining position can be a Professional Licensed Architect or Professional Licensed Engineer or a Bachelor Degreed Construction Manager with General Contractor's License registered with the State of Florida Department of Business and Professional Regulation prior to the due date of proposals submitted for this RFP. The Senior Project Manager shall be currently employed by the Prime Consultant.**

Project Manager: Defined as the Individual who assisted the Senior Project Manager as the lead technical supervisor of the project planning/design/construction activities from initial design to substantial completion of the project as described in the similar project criteria. The position served as the point of contact for the client in the Senior Project Manager's absence. **The Project Manager OR the Senior Project Manager shall be a Professional Licensed Architect or Professional Licensed Engineer registered with the State of Florida Department of Business and Professional Regulation prior to the due date of proposals submitted for this RFP. The remaining position can be a Professional Licensed Architect or Professional Licensed Engineer or a Bachelor Degreed Construction Manager with General Contractor's License registered with the State of**

Florida Department of Business and Professional Regulation prior to the due date of proposals submitted for this RFP.

To be credited as “Similar Projects” for the proposed Senior Project Manager and Project Manager, the individual must have served in the role as defined above from initial design to substantial completion of the project design and construction activities, budget, and schedule duration. If the proposed Senior Project Manager and Project Manager did not manage from initial design to substantial completion, that project shall receive a score of zero (0).

Substantial Completion: Completion of 90% 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.

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)

Substitution of the Senior Project Manager, Project Manager or Other Key Personnel: The CONSULTANT shall not substitute any key personnel without the prior written approval of the Manager of the Procurement Division. Any such requests shall be supported by comprehensive documentation outlining the reason(s) for the proposed substitution to include the specific qualifications of the proposed substitute. Approval of the request shall be at the discretion of the COUNTY. Further, the COUNTY, in lieu of approving a substitution, may initiate other actions under the contract, including termination.

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, 2017 to April 1, 2019	\$	X	1.0	=	\$
(2) First Year Past: 10/01/16- 9/30/17	\$	X	0.75	=	\$
(3) Second Year Past: 10/01/15- 09/30/16	\$	X	0.50	=	\$
(4) Third Year Past: 10/01/14-09/30/15	\$	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 statement for the most recently completed fiscal year clearly showing the costs (not percentage) of direct labor, indirect labor, fringe benefits, general administrative and overhead costs and a statement of profit or operating margin requested. **A detailed general ledger that is reconciled to the statement of direct labor, indirect labor, fringe benefits, general administrative and overhead costs shall be furnished upon request of the County.**

All indirect costs shall be computed in accordance with 48 CFR Federal Acquisition Regulations.

- b. A detailed summary of any transactions between organizations under common control that are included in the indirect costs reported in paragraph "a." above.
- c. Raw labor rates by labor classification certified as accurate by an officer of the company.
- d. Breakdown of the fee by task/labor classification and raw or billable hourly rate/number of hours.
- e. Summary of fees for services to be provided by subconsultants.
- f. 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.
- g. 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.
- h. Project schedule.
- i. Breakdown of all out-of-pocket and/or direct expenses.
- j. If any costs for local travel are included, there must be compelling reasons for such costs that must be adequately supported with specific justification.

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. 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.**

35. **DEVELOPMENT OR ASSISTANCE IN DEVELOPMENT OF SPECIFICATIONS/REQUIREMENTS/STATEMENTS OF WORK**

Firms and/or individuals that assisted in the development or drafting of the specifications, requirements, statements of work, or solicitation documents contained herein are excluded from competing for this solicitation.

This shall not be applicable to firms and/or individuals providing responses to a publicly posted Request for Information (RFI) associated with a solicitation.

EXHIBIT A

OWNER'S REPRESENTATIVE PROGRAM MANAGER SERVICES FOR THE ORANGE COUNTY CONVENTION CENTER PHASE V MULTIPURPOSE VENUE AND GRAND CONCOURSE IMPROVEMENTS

SCOPE OF SERVICES

The Consultant shall provide **Owner's Representative Program Manager Services for the Orange County Convention Center (OCCC) Phase V Multipurpose Venue and Grand Concourse Improvements.**

BACKGROUND AND PROJECT OVERVIEW

For additional information about the existing facilities of OCCC, demographics, and any other major related facts, proposers should go to the OCCC website at: www.occc.net.

The Orange County Board of County Commissioners is a public authority of Orange County, Florida. The County owns and operates the Orange County Convention Center. Orange County is currently undertaking the development of 856,000 square feet of buildout improvements to Phase V of the Orange County Convention Center, also known as the North/South Building.

The preliminary program for the potential improvements will be distributed between the east and west sides of the North/South building. The eastern side of the facility will consist of a 200,000 square foot column-free Multipurpose Venue with associated supporting lobby, concourses, restrooms, and service corridors. The western side of the building will consist of a grand concourse improvement to include 60,000 square feet of meeting room program, a flexible 80,000 square foot ballroom, restrooms and service corridors. Each area is designed with appropriate amount of circulation, service, back of house, and utility spaces. The project also includes public improvements in and around the project site, including an enhanced streetscape and utilities relocation.

The Capital Planning section of the Orange County Convention Center is the User Group requesting this work and, therefore is named as the Owner going forward in this Scope of Services document.

THE FOLLOWING SERVICES SHALL BE PROVIDED BY THE CONSULTANT:

The Consultant shall provide Owner's Representative Program Manager Services for the above referenced project. Depending on the scope, composition and complexity of the project, various professional services, may include, but not necessarily be limited to, Architectural, Mechanical, Electrical, Plumbing, Fire Protection, Civil, Low Voltage, Cost Estimator, and Structural as required to assist in the development of the Construction Documents by the Architectural/Engineering Design Team (A/E Design Team). These services are described herein, as required per project needs.

The lump sum fee and task-hour requirements shall be presented utilizing forms provided by the County. The tasks included in this Scope of Services can be generally grouped into the following primary categories:

1. Administration
2. Design Review and Management
3. Permitting Review and Management
4. Construction Administration Review and Management
5. Sustainability Review and Management

This Scope of Services addresses each task within these elements and serves to further define specific project requirements. The Consultant shall provide program management services in a timely manner in order to allow sufficient time to solicit and award a construction contract. Construction is projected to start in February 2020; however, work can only progress in the facility when specifically authorized in writing by the Owner.

It is intended by the Project Schedule to have certain and specific Consultant personnel, equipment and material onsite before work commences at the facility. The Consultant shall identify the equipment requirement as well as the required schedule for shop drawing and submittal to ensure equipment shall be delivered as required and specified. The Consultant shall provide limited staff at the Owners location during project initiation. At a minimum, this staff shall consist of Senior Project Manager, Project Manager, Project Engineer/Document Control, and Design/Construction Administration support.

The OCCC currently has and/or will have contractual commitments to conventions, shows and exhibits, therefore the Consultant shall manage and review the design of the project to account for schedule and sequence of the work such that minimal to no impact shall result to ongoing business functions of the facility or scheduled shows and exhibits. The Consultant shall attend meetings with the Owner and act as a liaison with other County entities, Clients, show management, third party vendors, etc.

The Scope of Services to be provided under this contract will include complete program management and construction administration services for all phases of the project, subject to the direction of the Owner. Further details of the categories to be provided are as follows:

1. ADMINISTRATION

- 1.1. **Program Management Plan and General Oversight.** The Consultant shall prepare and implement a program management plan to ensure effective communication among all project participants and effective control, coordination and integration of all design, bidding, permitting, construction, and other project activities to include the following:
 - The Consultant shall communicate daily or periodically with the County Project Manager and Capital Planning Manager, the A/E

Design Team, and the Construction Manager at Risk (CMAR) Contractor as needed. Consultant shall report concerns as it related to design and construction efforts, activities, costs, scope and schedule.

- Develop and implement a state-of-the-art project management information system using the County's adopted e-Builder™ program and Consultant shall be responsible for licensing costs.
- Manage and maintain Digital document control system and photographic record of project design and construction progress.
- Effective management record and reporting system. The Consultant shall implement and use the County's adopted e-Builder™ program. Project reports shall be provided by the Consultant to the Owner on a weekly basis.
- Prepare and make presentation on project progress to OCCC management Team and Board of County Commissioners.
- Assist in facilitating workshops and key stakeholder meetings with development of supporting meeting minutes and documentation.

1.2. **Notice to Proceed Meeting.** The Consultant shall attend the Notice to Proceed (NTP) Meeting with the Owner. At this meeting, Orange County staff and key members of the Consulting team shall set the final parameters for the project and formally initiate final design by touring the project site, reviewing the project criteria, scope and the project approach. Portions of this information will be utilized in developing the A/E Design Team Request for Proposals.

1.3. **Project Status Meetings.** The Consultant shall ensure the appropriate members of the Consulting team shall attend meetings with the Owner and staff to discuss project progress, schedule and status, technical issues, cost concerns, potential changes and conflicts, 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 shall be determined at fee proposal negotiation.**

1.4. **A/E Design Team Request for Proposal Development.** The Consultant shall prepare in coordination with the Owner the Request for Proposals (RFP) to procure the professional service of the A/E Design Team that will develop the Construction Documents for OCCC Phase V Multipurpose Venue and Grand Concourse Improvements. The Consultant shall assist with the Pre-proposal meeting, responses to questions and addendums during the RFP solicitation period, A/E Design Team fee negotiations, and contracting.

1.5. **Construction Manager at Risk (CMAR) Request for Proposals Development.** The Consultant shall prepare in coordination with the A/E Design Team and Owner the Request for Proposals (RFP) including the design criteria package to procure the construction services of the CMAR Contractor

that will construct the Phase V Multipurpose Venue and Grand Concourse Improvements for the OCCC. The Consultant shall assist with Pre-proposal meeting, question responses during bidding, addendums, Guaranteed Maximum Price (GMP) negotiations, and contracting.

- 1.6. **Master Project Schedule.** The Consultant shall prepare and submit a detailed master schedule prior to the Notice to Proceed Meeting for completion of the project identifying major tasks, their duration and tasks relationships. All deliverables shall be identified as milestones on the schedule. This schedule shall utilize the Orange County Standard Project Schedule format on Microsoft (MS) Project provided by Project Manager (CP Form 301C). The Consultant shall submit an updated project schedule as directed by the Owner and develop an effective system for reporting progress toward key milestones. This is in addition to a project master schedule provided by the Contractor and the A/E Design Team.
- 1.7. **Financial Management.** The Consultant shall assist the Convention Center Capital Planning Division in developing effective financial controls, including evaluation of budget, systems for projecting cash flow and tracking actual and estimated costs, and regular financial reports and monitoring.
- 1.8. **Construction Time Estimates.** The Consultant shall prepare and submit a detailed construction schedule for construction duration at the 90% and final 100% submittals.
- 1.9. **Utility Coordination (if applicable).** The Consultant shall coordinate with all utility providers in conjunction with the A/E Design Team within the project limits at all design stages to utilities for review, confirmation of utility location, and relocation purposes. The plans shall incorporate and consider the input provided by each utility to ensure that the final design considers all existing and proposed utilities. As part of each progress submittal, the Consultant shall provide Quality Assurance/Quality Control (QA/QC) review of the list from the A/E Design Team of all utilities that have been provided copies of the construction plans, and the dates the plans were delivered to each Utility. The Consultant shall also provide a summary of the response received from each Utility. The Consultant shall ensure the A/E Design Team conducts timely on-going utility coordination efforts to ensure timely receipt of design information from the various utilities. The Consultant shall ensure the A/E Design Team resolves all utility conflicts prior to submitting final plans. No utilities shall be in conflict with any proposed improvements.
- 1.10. **Quality Assurance/Quality Control (QA/QC).** The Consultant shall develop requirements for and evaluate the A/E Design Team and Contractor's quality assurance/quality control program. The Consultant shall monitor the A/E Design Team's, Contractor's and trade contractors' QA/QC procedures and conduct regular quality audits; coordinate services of independent testing laboratories and inspections. The Consultant shall designate appropriate staff

to conduct QA/QC reviews of all work products. These reviews shall be performed for all work products submitted to the County for review or use. Each submittal shall include a Project QA/QC Form provided by the Owner (CP Form 301F). Work effort for QA/QC reviews shall be addressed by the Consultant as part of the work effort for each Pay Task as identified elsewhere herein.

- 1.11. **Owner Direct Purchase Program.** The Owner may utilize the Owner Direct Purchase program to the extent reasonable and practical for this Project. Particular emphasis shall be placed on the selection, purchase, and delivery of specific equipment and material purchases to facilitate the construction schedule. The Consultant, as a condition of this scope of services, shall review the necessary technical documentation to support the Owner and its other Consultants as required to facilitate the purchase of equipment and material.
- 1.12. **Asbestos Free Material.** The Consultant shall review the certified written and notarized statement from the A/E Design Team that warrants the project was designed with asbestos free materials. Such statement shall be submitted with the final payment request.
- 1.13. **Project Management and Supervision.** The Consultant shall serve as the County's on-site Owners Representative that includes Project Management and Supervision, and subject to review by the County Project Manager, shall have the authority to monitor the performance of the Project Work to confirm conformance with the A/E Design Team and Contractor contract documents.. These on-site Owner's Representative Services shall assist in the project management of project design, bidding, construction, start-up and service contracts entered into by Orange County, including payment procedures. The Consultant will provide limited staff at the Owners location during project initiation. At a minimum, this staff shall consist of a Senior Project Manager, Project Manager, Project Engineer/Document Control, and Design/Construction Administration support. Additional staff shall be added on-site that includes at a minimum a Construction Project Manager, two (2) Construction Inspectors/Monitors, and a Document Control person during the Construction Phase of the project.
- 1.14. **Risk Management and Insurance.** The Consultant shall assist the Owner in developing a risk management, safety and insurance program for the project. The Consultant shall identify key contract document risks and compile a list of risks with management recommendations to Owner. The Consultant shall assist in managing an Owner Controlled Insurance Program for the project. The Consultant shall oversee and monitor compliance with Contractor's safety program.
- 1.15. **Deliverables.** Work to be completed under this section by the Consultant shall require the following items to be delivered and accepted by the Owner:
 - Program Management Plan

- NTP Meeting Minutes
- Project Meeting Minutes
- Master Project Schedule
- 90% and 100% Construction Time Estimates
- Risk Management Recommendations List
- Utility Coordination Report

1.16. **Pay Task.** Work to be completed under this section by the Consultant shall be paid for under the following Pay Tasks as listed on the Activity and Fee Summary:

- Program Management Plan
- NTP Meeting and Meeting minutes
- Project Meetings and Meeting minutes
- Master Project Schedule
- Construction Time Estimates
- Risk Management Recommendation List
- Utility Coordination

2. DESIGN REVIEW AND MANAGEMENT

The Consultant shall review documents developed by the A/E Design Team of sufficient detail and completeness to allow for construction, permitting, and approval from governing authorities; and fully describe all work in order to obtain reliable cost proposal from Contractors. These plans are for the use of the Contractor to bid and construct the project; and for the County to ensure the project is built as designed and to specifications. The Consultant shall assist the Owner during all phases of design development for the project, including developing recommendations as to guidelines and design standards and criteria for the project, monitoring compliance with such guidelines and criteria, reviewing all design submittals for constructability, operations and maintainability, life-cycle costs and value engineering, and monitoring the project designer's quality control and quality assurance program.

The Consultant shall review the Design Criteria Package and Schematic Design, (30% phase), for the Owner's approval. The Consultant shall then provide an independent review of the documents developed by the A/E Design Team at 60%, 90% and 100% progress submittals. Each review submittal shall include documentation of the internal QA/QC review conducted by the Consultant. The Consultant shall complete design reviews required for all aspects of the project as specifically described herein.

2.1. **Design Development Review.** The Consultant shall complete all independent reviews of design analysis, studies, and investigations as required to complete the design of the project by the A/E Design Team. This effort shall include, but not be limited to, the following:

2.1.1. **Design Analysis Review.** The Consultant shall review the A/E Design Team's analysis of the project site and available record drawings and other documentation available to the County. The Consultant shall review the A/E Design Team's determination regarding the physical requirements and functional criteria to satisfy the project needs.

2.1.2. **Schematic Design Review.** The Consultant shall review the Schematic Design (30% phase) of the Construction Development by the A/E Design Team to the County for review and approval prior to proceeding with the design.

2.1.3. **Color Selections Review (If applicable).** The Consultant shall review any color or finish board submittals prepared by the A/E Design Team for approval to the Owner. Each color board shall have samples of all proposed colors, textures and finishes.

2.1.4. **Plans Preparation Review.** All submittals shall be accompanied by documentation of the Quality Assurance/Quality Control reviews in accordance with Section 1.8 herein. The Consultant shall review construction plans at the 60%, 90%, and 100% final completion stages. All comments or questions from the Consultant or Owner on previous submittals, and any additional direction received from County, must be addressed by the A/E Design Team.

2.2. **Construction Plans.** The Consultant shall review final construction plan sheets, notes and details that include all sheets necessary to convey the intent and scope of the project for the purposes of construction. Typical plan sheets shall be assembled in a general order as follows:

- Cover Sheet
- General Notes
- Standard Drawings and Details
- Summary of Pay (if applicable)
- Typical Sections (if applicable)
- Plan Sheets by discipline (Architectural, Electrical, Mechanical, Structural, etc.)
- Miscellaneous Details
- Utility Adjustment Plans (if applicable)

2.3. **Electronic Design Files.** The Consultant shall ensure organized electronic design files from the A/E Design Team to the Owner in Autodesk DWG file format at each review submittal and as requested by the County.

2.4. **Technical Specifications Review.** The Consultant shall review a complete set of Technical Specifications developed by the A/E Design Team to be included in the bid documents for the project, in addition to an Index of Technical Specifications developed by the A/E Team, Index of Drawings and a list of all submittals. A Schedule of Prices shall be provided, if applicable. The

Consultant shall ensure Technical Specifications shall be provided at the 60%, 90% and 100% completion stages by the A/E Design Team, in MS Word format and Portable Document Format (PDF) format, which meets County requirements, as well as in any other electronic format required in accordance with the standards established by the County's Procurement Division. **The Consultant shall confirm where brand names or manufacturers names are used, at least three (3) shall be listed. The Consultant shall confirm where three (3) names cannot be listed, use the phrase "or acceptable equal." If the brand is a sole source, the Consultant shall review supporting documentation explaining how the product will produce the desired results or are the most appropriate for the project.** As applicable, the A/E Design Team's specifications should clearly state that "the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific manufacturer, brand or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable."

- 2.5. **Construction Cost Estimate.** Prepare third party estimates of project soft costs and construction costs at stages appropriate to the development of the design and as directed by the Owner. The Consultant shall review the detailed cost estimates provided by the A/E Design Team for construction of the project at 60%, 90% and 100% construction document submittals and compare the Consultant's third party estimates for project cost comparisons and recommendations for cost differentials. Required estimate format for A/E Design Team shall be detailed by Construction Specifications Institute (CSI) index.

Note: If no bid is within +/- 10 % of the construction estimate, the A/E Design Team shall prepare a revised estimate, re-evaluate the construction plans, evaluate the bids and submit a report that summarizes this information. This report shall include recommendations for revisions to the construction documents, if needed. This report shall be prepared at no cost to the County.

- 2.6. **Value Engineering.** Perform value engineering reviews and analysis at all stages of programming, design and construction.
- 2.7. **Bid Process.** The Consultant shall provide services during the bidding process of the project as requested by the County. Assist the Owner in conjunction with Orange County Procurement procedures in the procurement of the A/E Design Team and the CMAR Contractor who will design and construct the project respectively, and other projected-related contracts. Assist in developing and finalizing a contract with the CMAR Contractor.
- **Pre-Bid Meeting.** The Consultant shall attend a pre-bid meeting scheduled by the Owner and County's Procurement Division. Prepare and submit meeting minutes, including a summary of the questions and responses after the pre-bid meeting.

- **Addenda.** The Consultant shall develop responses to questions from the prospective A/E Design Teams and CMAR Contractors that may include addenda as required to interpret, clarify or expand the RFP documents. The Consultant shall review addenda in a manner that allows timely reception of addenda by all RFP responders.
- **Bid Evaluation.** The Consultant shall also review the Contractor GMP received by the County and submit a GMP Evaluation Recommendation that includes a GMP tabulation based on Project Cost Estimates, identification of any anomalies, A/E Design Team's GMP evaluation, and notifying the Owner with any comments it may have concerning the bids, and making a recommendation for additives or alternates, as applicable.

2.8. **Deliverables.** Work to be completed under this section by the Consultant shall require the following items to be delivered and accepted by the Owner:

- 30% Construction Plans (Schematic Design) Review
- 60%, 90%, and 100% Construction Plans Review
- 60%, 90% and 100% Construction Cost Estimate Review
- 90% and 100% Schedule of Prices Review (if applicable)
- 60%, 90% and 100% Technical Specifications Review
- 90% and 100% Special Provisions Review (if applicable)
- Electronic Design Files (DWG) Review
- Electronic Bid Document Package Review
- Color Boards Review (if applicable)
- Pre-Bid Meeting Minutes
- Addenda Responses Review
- RFP Evaluation
- Project QA/QC

2.9. **Pay Tasks.** Work to be completed under this section by the Consultant shall be paid for under the following Pay Tasks as listed on the Activity and Fee Summary:

- 30% Construction Plans (Schematic Design) Review
- 60% Construction Plans Review
- 90% Construction Plans Review
- 100% Construction Plans Review
- Schedule of Prices Review (if applicable)
- 60% Technical Specifications Review
- 90% Technical Specifications Review
- 100% Technical Specifications Review
- Electronic Bid Document Package Review
- Color Boards Review (if applicable)
- 60%, 90% and 100% Construction Cost Estimates Review
- Pre-Bid Meeting and Meeting Minutes

- Addenda Responses Review
- RFP Evaluation
- Project QA/QC

3. PERMITTING REVIEW AND MANAGEMENT

The Consultant shall manage and assume primary responsibility for the Owner's project review process and other public review of approval requirements. The Consultant shall assist in interface and coordination with utility providers, abutters and community groups, Orange County agencies and other third parties. The Consultant shall monitor compliance with environmental, other regulatory requirements and mitigation commitments. The Consultant shall monitor compliance with equal employment opportunity, Business Development (such as MWBE) and other workforce requirements. Review and manage all applications and other submittals and provide services necessary to obtain all applicable permits that may be necessary for the construction of the proposed improvements. The County will pay for all permit application fees and review fees required to process construction documents and obtain approval from the Agency Having Jurisdiction (AHJ) over the project. The Consultant shall review the fee proposal shall which include the estimate permit fees associated with permit reviews, as miscellaneous reimbursable expenses. If applicable, the Consultant shall assist staff with developing the contract Special/Supplemental Provisions to clearly identify the responsible entity for each permit condition in each regulatory permit.

The construction plans package shall not be considered complete until all required permits applications approvals have been received by the County.

- 3.1. **Agency Coordination.** The Consultant, in conjunction with the A/E Design Team, shall notify the Owner's Project Manager of all meetings with regulatory agencies to coordinate attendance by County staff. The Consultant shall coordinate with agencies early on to confirm the permitting process and the agency's criteria. Preliminary meetings with the Building Department, Fire Marshall, and other agencies as required, shall be conducted, prior to submitting documents for permit approval for the purposed of incorporating code requirements in the most efficient manner possible. The Consultant shall submit meeting minutes and provide copies of all permit-related correspondence to the Owner.
- 3.2. **Agency Field Review.** The Consultant, in conjunction with the A/E Design Team, shall conduct and coordinate field investigations as necessary with County staff and with the appropriate regulatory agencies. The Consultant shall provide meeting minutes and field notes to the Owner.
- 3.3. **Permit Preparation.** The Consultant shall monitor the submittal of permit applications, construction drawings, specifications, and related support documentation to all AHJ by the A/E Design Team for permitting or approval of the project. This includes ensuring the A/E Design Team addresses any review

comments and submits revisions of construction documents, as necessary, to secure the permits for the construction phase of the project. Copies of all permit application shall be provided to the Owner for review and signature prior to submittal. At the 100% construction documents submittal, the Consultant shall submit a list from the A/E Design Team of all applicable permits, licenses, and fees imposed by Orange County Building Department with applicable cost. The fee directory link: <http://www.orangecountyfl.net/portals/0/resource%20library/open%20government/FeeDirectory.pdf>

3.4. **Renewals and Extensions.** The Consultant shall monitor any renewals and extensions of the permits as requested by the Owner. Permit fee renewals and extensions, as necessary, shall be paid by the Owner.

3.5. **Deliverables.** Work to be completed under this section by the Consultant, in conjunction with the A/E Design Team, shall require the following items to be delivered and accepted by the Owner (list permits as required):

- Orange County Building Permit Management
- Water Management District/ACOE Permit Package Management (if applicable)
- Permit Application Management
- Permit Approved Set and Final Permit Management
- Agency Coordination Meeting Minutes
- Agency Field Review Report
- Project QA/QC Form

3.6. **Pay Tasks.** Work to be completed under this section by the Consultant shall be paid for under the following Pay Tasks as listed on the Activity and Fee Summary:

- Agency Coordination Management
- Agency Field Review and Meeting Minutes
- Permit Preparation and List of All Applicable Permits, Licenses & Fees
- Permit Set Review
- Project QA/QC

4. **CONSTRUCTION ADMINISTRATION REVIEW AND MANAGEMENT**

The Consultant shall develop and implement systems for regular reporting to the Orange County Convention Center Capital Planning Division as to construction progress, quality of the work, potential and actual claims and disputes, and Orange County Convention Center Capital Planning Division action requirements. The Consultant shall perform the following Construction Administration services:

4.1. **Pre-Construction Meeting.** The Consultant shall attend a Pre-Construction meeting and review answers by the A/E Design Team regarding questions from the Contractor and Subcontractors; and submit meeting minutes to the Owner

including a summary of the questions and responses during the pre-construction meeting.

4.2. **Progress Meetings.** The Consultant shall attend construction progress meetings with, or in the absence of, the Owner 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 following each of these meetings. **Note: The number of progress meetings shall be determined during fee proposal negotiation.**

4.3. **Construction Observations and Daily Construction Reports.** The Consultant shall be present at the construction site daily during the construction phase of the Project and shall be expected to be available, as needed, throughout the Contractor's work day. The Consultant shall conduct continuous monitoring of construction activities with daily reports and photographs provided to the Owner throughout the duration of construction using the Owner's standard Daily Construction Form. The Consultant shall conduct specific construction site visit observations with specific discipline expertise (i.e. architectural, structural, electrical, mechanical, plumbing, etc.) concerning the installation of the work to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents. Each construction observation shall include appropriate Sub consultants, and be documented in a Construction Observation Report that is forwarded to the Owner and the Contractor within two (2) working days of the site visit. The Consultant shall route all job correspondence to the Contractors through, or in the absence of, the Owner. **Note: The number of construction site visits observations for specific discipline expertise shall be determined during fee proposal negotiation.** **Daily Construction Reports:** The Consultant shall prepare Daily Reports on the same date as construction occurs, to record the daily events that take place on the project site, Contractor performance and other significant construction related matters. The Daily Reports shall include at a minimum the following:

- The date, time on and off site, weather conditions and temperature
- General discussion of the daily work and progress, including a description of the activities completed and started and an assessment of the work accomplished by location
- Project accidents, deficiencies, changes and corrective action
- Damage to existing facilities
- Project delays, reason for delay and corrective action to maintain schedule
- Record of when Contractor on site, numbers of workers by craft and list equipment items by type
- Construction testing activities, results, and observations
- Where possible and appropriate, the quantities of work put into place
- Visitor names and purpose of site visit

- Description of potential disputes between the Contractor and County and/or A/E Design Team
- Description of any direction or corrective action given to the Contractor
- Description of non-conforming work
- Detailed record of materials, equipment and number of works by craft used in connection with extra work, or in situations where there is reason to suspect a request for change order or claim maybe submitted by the Contractor.
- Photographic documentation and associated log with description. These photographs should be capturing daily project progress, overall site conditions, job accidents, deficiencies noted, deviations or changes from drawings or technical specifications, items that could cause delays (i.e. weather conditions, unforeseen conditions) and staged materials/equipment.
- Incident Reports (if applicable)

4.4. **Construction Schedule.** The Consultant shall continuously monitor and analyze the Contractor's schedule and independently maintain of a contemporaneous as-built schedule updated at least weekly. In the event of delays impacting the critical path schedule, Consultant, in conjunction with the A/E Design Team, shall make recommendations for corrective action by the Contractor.

4.5. **Cost Control.** The Consultant shall refer matters that come to the Consultants attention that are likely to increase cost significantly and prepare a corrective action plan with the A/E Design Team and Owner that can mitigate cost increase(s).

4.6. **Contractors' Submittals.** The Consultant shall, in coordination with the A/E Design Team, establish procedures for review of shop drawings, samples and other submittals, and assist in expediting approval process. The Consultant shall review all Contractors' submittals concerning product data, shop drawings and other submissions as required for general conformance with design concept of this Project and the Contract Documents in consultation with the Owner. All approved Contractor's submittals shall bear the A/E Design Team's stamp and be delivered to the Consultant and Owner at Substantial Completion. The Consultant shall manage and monitor at all times the Submittal log prepared and maintained by the A/E Design Team. Status of the log shall be reviewed by the Consultant as a part of each Construction Progress Meeting.

4.7. **Design Clarification Responses:** The Consultant shall review and process all Request for Quotes (RFQ) and Requests for Information (RFI) developed by the A/E Design Team that will be providing technical interpretation of the plans/drawings and specifications; evaluating requested deviation from the approved design or specification; reviewing and responding to RFIs. The

Consultant shall ensure preparation of supplementary sketches by the A/E Design Team as may be necessary for clarification of construction plans and assist in resolving actual field conditions encountered. The Consultant shall monitor and manage at all times a RFI log of all RFI's submitted by the Contractor and maintained by the A/E Design Team. Status of RFI log shall be reviewed by the Consultant as part of each Project Progress Meeting.

- 4.8. **Field Orders, Change Order Requests and Claims.** The Consultant shall review the A/E Design Team's technical interpretations of the Contract Documents, evaluations of requested deviations from the approved design drawings or specifications, and issued Field Orders as necessary as requested by the Contractor. The Consultant shall investigate all change proposals; make recommendations to the Owner. Develop systems for management and avoidance of claims and disputes, and assist the Owner in resolution of claims and disputes. The Consultant shall review all Contractor's Change Order Requests and Claims, and review the A/E Design Team's recommendation for an appropriate cost and course of action within ten (10) calendar days. The Consultant shall monitor and manage maintain at all times the Change Order Request log of all requested change orders sent to the A/E Design Team. Status of the log shall be reviewed by the Consultant as part of each Construction Progress Meeting.
- 4.9. **Modification of Final Construction Plans.** The Consultant shall review the final Construction Plans by the A/E Design Team that reflect the changes in proposed improvements identified after submittal of the 100% plans. The Consultant shall coordinate with the A/E Design Team to provide signed and sealed copies of the updated final construction plans.
- 4.10. **Application for Payment.** The Consultant shall establish a procedure for processing of the Contractor's progress payment applications; review all payment applications after approval by the A/E Design Team and make recommendations to the Owner for payment. Based on the project progress site visit observations, and on the evaluation of the Contractor's invoices requests, the Consultant shall evaluate the appropriate amount to be paid to the Contractor(s) for the current stage of project as reviewed by the A/E Design Team, and submit the invoice to the Owner with recommendation for payment within five (5) business days of receipt in accordance with FS 218.735, Local Government Prompt Payment Act. Such certificate for payment shall constitute a representation of the Consultant to the Owner that the quantity of the work has been performed in accordance with the Contract Documents. During Project Close-out, the Consultant shall assist in negotiating the final payment for the project with justification upon which final settlement and termination of Contract can be based upon.
- 4.11. **Final Close Out.** The Consultant shall conduct site visits to the project as necessary to inspect the project in order to determine if the project is completed in general conformance of the construction contract documents. Review and

approve in conjunction with the A/E Design Team, the Contractor's project close-out documents for acceptance by the County. In coordination with the A/E Design Team and Contractor, the Consultant shall develop and implement procedures for orderly completion of punch-list items, checkout of utilities, operational systems and equipment, and initial startup and testing. The Consultant shall manage preparation and delivery to the Owner of Warranties, As-Built drawings, Operation and Maintenance manuals and the like, and generally administer closeout of the project. The Consultant shall assist the Owner during the punch out of the completed facility and transition into a fully operational facility, including assisting in the training of operations and maintenance staff, assistance with warranty enforcement and claims resolution, technical advice as problems are encountered, and formal review of operational issues, such as adequacy of staffing, functional adequacy and performance of building systems, and recommendations for design or construction corrections or improvements.

- **Substantial Completion and Final Completion.** The Consultant shall attend the Substantial and Final Completion Inspections. The Consultant shall ensure the A/E Design Team has representation and all of their Subconsultants attend and inspect their respective work. The Consultant shall assist the Owner in verifying the completion of the construction contract and develop Substantial and Final Punch Lists. If appropriate, issue a certification of Substantial and Final Completion. The Consultant shall ensure the necessary signed and sealed documents needed for partial clearances and certifications of completion to the appropriate regulatory agency are provided from the A/E Design Team.
- **Operation and Maintenance (O&M) Manual.** The Consultant shall assist the Owner in planning for the operation and maintenance of the completed facility. Coordinate distribution of O&M manuals for the facilities equipment and controls as required by the Contract Documents once provided by the A/E Design Team. The Consultant shall review the entire package for conformance with the Contract Document requirements and submit a consolidated package to the Owner, (Package shall contain one draft review and one final review of O&M Manual).
- **Testing and Start-up.** The Consultant shall coordinate and ensure the A/E Design Team in conjunction with the Contractor conducts a facility operations and performance meeting to test the equipment in accordance with Technical Specifications and manufacturer parameters.
- **Training.** The Consultant shall coordinate and ensure the A/E Design Team conducts and the proper training of County staff in the use of the equipment. The specific type and quantity of training that shall be provided by the A/E Design Team (as opposed to the training that shall be designed into the Construction contract and managed by the

Consultant) shall be proposed by the Consultant and determined during the Consultant's contract negotiation.

- **Record Drawings.** The Consultant shall verify that the Contractor is preparing, updating, and maintaining record drawing documentation. The Consultant shall ensure regular maintenance of field As-built drawings by the Contractor of record. The Consultant shall review and manage final record drawings by transcribing information provided by the A/E Design Team and Contractor. The A/E Design Team shall revise original design drawings of the project and submit to the Owner within thirty (30) working days of the final completion date a CD with the drawings in AutoCAD and PDF, and specification in MS-Word and PDF (latest editions).
- **Warranty.** The Consultant shall confirm the delivery by the Contractor to the County the guaranties, warranties, certifications, releases, affidavits, bonds, manuals, insurance certificates and other items required by the contract documents. Assist the County in documentation and resolution of warranty issues within the first year of the warranty period. Attend the 10-month project walk-through warranty inspection. During the inspection, the Consultant shall assist the Owner in identifying defective materials and installations by providing meeting minutes that include a written summary of findings that require the Contractors to take corrective action.

4.12.Deliverables. Work to be completed under this section by the Consultant shall require the following items to be delivered and accepted by the Owner:

- Pre-Construction Meeting and Meeting Minutes
- Progress Meeting and Meeting Minutes
- Construction Observation Visits and Reports
- Contractor Submittals, RFIs, Change Order Request Log and Pay Applications Review
- Substantial Completion, Final Completion Inspections, and Punch Lists Review
- Operation and Maintenance (O & M) Manual Review
- Final Record Drawings Review
- Testing and Start-up Reports
- Warranty Inspection Report
- Project QA/QC Form

4.13.Pay Tasks:

- Pre-Construction Meeting and Meeting Minutes
- Construction Progress Meeting and Meeting Minutes
- Construction Observation Visits and Reports
- Contractor Submittals, RFIs, Change Order Request Log and Pay Applications Review
- Final Close Out Site Visits

- Substantial Completion and Final Completion Inspections and Punch Lists Review
- Operation and Maintenance (O & M) Manual Review
- Training Coordination
- Testing and Start-up
- Final Record Drawings Review
- Warranty Inspection Visit
- Project QA/QC

5. SUSTAINABILITY REVIEW AND MANAGEMENT

As part of the County's commitment to sustainability and high performing buildings, the Consultant shall:

- 5.1. Coordinate with the OCCC Sustainability Coordinator to identify opportunities for integrated design and construction with respect to best energy and environmental practices within the project scope of work by the A/E Design Team. The Consultant shall recognize that the OCCC campus holds a variety of branding certifications which may be impacted by the project. These include LEED Gold 2009 O+M, ISO 14001, and APEX/ASTM Certifications.
- 5.2. In coordination with the A/E Design Team, define expected utility performance outcomes for the building spaces.
- 5.3. In coordination with the A/E Design Team, within the project scope of work, use LEED BD+C and O+M to identify specific opportunities to achieve the following: (1) materials and resources, (2) indoor air quality, (3) energy and atmosphere, (4) water efficiency, (5) sustainable sites, and (6) location and transportation performance credits which are economically feasible regarding project costs and long term operating expenses.
- 5.4. **Deliverables.** Work to be completed under this section by the Consultant shall require the following items to be delivered and accepted by the Owner:
 - Sustainability Review Coordination
 - Sustainability Review Meeting Minutes
- 5.5. **Pay Tasks:**
 - Sustainability Review Coordination Reports
 - Sustainability Review Meeting Minutes

TABLE OF DELIVERABLES

The Consultant shall produce and deliver to the Owner the deliverables outlined as follows:

CATEGORIES	Hard Copies	Paper Copy Size	Digital File	File Type(s)
1.0 ADMINISTRATION				
Program Management Plan	3	Full	1	MS Word & PDF
NTP Meeting Minutes	3	Full	1	MS Word & PDF
Project Meeting Minutes	3	Full	1	MS Word & PDF
Master Project Schedule	3	Full	1	MS Project & PDF
90% and 100% Construction Time Estimates	3	Full	1	PDF
Risk Management Recommendations List	3	Full	1	MS Word & PDF
Utility Coordination Report	3	Full	1	MS Word & PDF
2.0 DESIGN REVIEW AND MANAGEMENT				
30% Construction Plans (Schematic Design) Review	3	Full	1	MS Word & PDF
60%, 90%, and 100% Construction Plans Review	3	Full	1	MS Word & PDF
60%, 90%, and 100% Construction Cost Estimates Review	3	Full	1	MS Word & PDF
90% and 100% Schedule of Prices Review (if applicable)	3	Full	1	MS Word & PDF
Electronic Design Files (DWG) Review	3	Full	1	MS Word & PDF
Electronic Bid Document Package Review	3	Full	1	MS Word & PDF
Color Boards Review (if applicable)	3	Full	1	MS Word & PDF
Pre-Bid Meeting Minutes	3	Full	1	MS Word & PDF
Addenda Responses Review	3	Full	1	MS Word & PDF
RFP Evaluation	3	Full	1	MS Word & PDF
Project QA/QC	3	Full	1	MS Word & PDF
3.0 PERMITTING REVIEW AND MANAGEMENT				MS Word & PDF
Orange County Building Permit Management	3	Full	1	MS Word & PDF
Water Management District/ACOE Permit Package Management (if applicable)	3	Full	1	MS Word & PDF
Permit Application Management	3	Full	1	MS Word & PDF
Permit Approved Set and Final Permit Management	3	Full	1	MS Word & PDF

Agency Coordination Meeting Minutes	3	Full	1	MS Word & PDF
Agency Field Review Report	3	Full	1	MS Word & PDF
Project QA/QC Form	3	Full	1	MS Word & PDF
<u>4.0 CONSTRUCTION ADMINISTRATION REVIEW AND MANAGEMENT</u>				MS Word & PDF
Pre-Construction Meeting and Meeting Minutes	3	Full	1	MS Word & PDF
Progress Meetings and Meeting Minutes	3	Full	1	MS Word & PDF
Construction Observation Visits and Reports	3	Full	1	MS Word & PDF
Contractor Submittals, RFIs, Change Order Request Log and Pay Applications Review	3	Full	1	MS Word & PDF
Substantial Completion, Final Completion Inspections and Punch Lists Review	3	Full	1	MS Word & PDF
O&M Manual Review	3	Full	1	MS Word & PDF
Final Record Drawings Review	3	Full	1	MS Word & PDF
Testing and Start-up Reports	3	Full	1	MS Word & PDF
Warranty Inspection Report	3	Full	1	MS Word & PDF
Project QA/QC Form	3	Full	1	MS Word & PDF
<u>5.0 SUSTAINABILITY REVIEW AND MANAGEMENT</u>				MS Word & PDF
Sustainability Review Coordination	3	Full	1	MS Word & PDF
Sustainability Review Coordination Meeting Minutes	3	Full	1	MS Word & PDF

End of Exhibit A

PART D: SUPPLEMENTAL CONDITIONS/SPECIAL PROVISIONS

1. SECURITY AND IDENTIFICATION:

A. A Level 1 (5 years) FDLE Background check for the Consultant's staff and its Sub-consultants must be approved by Orange County's Security team prior to working in any County facility. Consultants are responsible for obtaining the necessary forms for background checks for work at the Convention Center. All background checks will be sent to OCCC Project Manager for approval. Consultant's staff and its Sub-consultants will not be allowed in Orange County facilities without a completed and approved background investigation. The Convention Center will inform the Consultant of their Background Check results.

B. Consultant shall be responsible for all costs for background investigations. The County shall have the right to request any additional investigative background information including, but limited to, the employment record, Right-To-Know records, E-Verify system records (if the Consultant uses this service as a means to determine employment eligibility, available through www.uscis.gov), training records, payroll records, position for which hired including site location of any personnel assigned to perform the services. The Consultant shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services. The County reserves the right to conduct its own investigation of any employee of the Consultant.

For security purposes and to maintain privacy when submitting FDLE Background Checks via e-mail the subject line of the email must contain the following ****EXEMPT****

C. Upon Background Check approval, the Consultant's staff shall arrange an appointment with the Convention Center staff to obtain an Orange County photo ID badge. An affidavit of Identity form (issued by the Consultant) and a State of Florida ID or Driver's License will be required from the staff. Cost associated with lost or stolen badges is \$25.00.

D. The Consultant shall arrange an appointment with OCCC Project Manager to receive, when applicable, keys to the project areas the Contractor requires access. The Consultant shall be responsible for returning all the keys to OCCC Project Manager during the project close-out phase. If any of the keys are lost, the Consultant shall reimburse OCCC for replacement of the core and/or cores associated with the key (s) that was lost. The cost for each core is \$50.00. The Consultant shall also request OCCC parking hang tags for Contractor's staff to park on OCCC designated parking lots during construction work hours. The Consultant shall submit the required forms given by the OCCC Project Manager for the issuance of hang tags. Cost associated with lost or stolen parking hang tags is \$25.00.

2. CONSTRUCTION SCHEDULE WITH EVENTS: The Convention Center is an occupied and active space that is operational at all times. Availability of the work site is limited due to the Convention Center scheduled show events. During the project, Consultant shall work with Contractor to sequence their work to accommodate the scheduled show events. The project site

will be available to the Contractor seven (7) days per week. Contractor work hours are anticipated to be from 8:00 PM to 6:00 AM, exceptions to the work hours must be approved in advance by the County Project Manager. Any permissible work activities during the non-construction work days will be determined at County Project Manager's discretion in coordination with Consultant. With the advance approval of the County Project Manager, specific dates may be coordinated with the Consultant to relay to the Contractor. Owner will provide show schedules, as necessary, to the Consultant for coordination with the Contractor. The show schedule will be for informational purposes only. Contractor must obtain approval from the Consultant in coordination with the County Project Manager for their work schedule.

Note: There are no "non-construction work days".

3. WORK RESTRICTIONS: The Consultant will ensure the Contractor shall be responsible for covering exposed work areas during non-working hours. The work areas shall be covered to prevent visible exposure from all angles of sight. Contractor shall obtain approval from the Consultant and County Project Manager for covering material prior to installation.

4. PERSONAL TRANSPORT DEVICES: Personal transport equipment such as rollerblades, razor scooters, skates, hover-boards, and skateboards are not permitted on OCCC premises. However, electric wheelchairs and electric motor vehicles (e.g. Segways®) are permitted to operate on OCCC premises.

Consultant shall obtain prior approval from the County Project Manager for operation of electric motor vehicles (e.g. Segways®) on the show floor. Safe operating practices shall be used at all times. Segways® and electric scooter-style wheelchairs are currently the only personal transport equipment with rubber wheels allowed in OCCC concourses, lobbies, and registration areas. Non-gasoline powered motorized vehicles, such as electric carts and bicycles, may be operated in OCCC's exhibit halls during move-in and move-out days only. Bicycles must be walked, not ridden, across any OCCC concourse, lobby or registration area. All vehicles, transport devices, and equipment must be operated in a safe manner.

Motorized vehicles, such as personnel carts, forklifts, pallet jacks, and other related motorized vehicles with steel and/or hard metallic wheels are not permitted on the OCCC's concourses, lobbies, and registration areas. Lifts or other wheeled vehicles approved for use in carpeted areas shall have non-marking tires, or tires that are covered with carpet tape or heavy-duty polyethylene sheeting.

5. OWNER PROVIDED EQUIPMENT (OPE)/CONTRACTOR INSTALLED: If the Contractor is provided with owner equipment/material, Contractor shall install, connect, erect, use, clean and condition, as required, in accordance with the instructions of the applicable manufacturer warranty. Contractor shall schedule and coordinate with the Consultant the inspections and delivery of equipment/material during normal business hours between 8 am - 5 pm EST. Any request outside of normal business hours would be approved by County Project

Manager at least forty-eight (48) hours in advance. Consultant shall ensure the Contractor shall inspect the equipment/material prior to accepting it. After acceptance, Consultant shall ensure the Contractor shall be responsible for the condition of the equipment/material. Any delivered equipment/material found to be damaged shall be reported by Consultant to County Project Manager within 48 hours (via email with pictures and serial number and description of damages). Consultant will work with Owner for contacting suppliers regarding any warranty issues. After installation, Consultant shall ensure the Contractor shall guarantee the workmanship during the equipment/material warranty period.

6. CONTRACT TERMINATION, CANCELLATION AND SUSPENSION: Termination of Contract shall be in accordance with Section VII of Orange County Contract. Suspension of Work by the County shall be in accordance with Section XI Part F of Orange County Contract. The County reserves the right to suspend this contract if determined it is in the best interest of the County to do so.

If the Project or the Services are suspended, canceled, or abandoned by the Owner, Consultant shall be given written notice of such action promptly from Owner.

The Consultant will recover from Owner, as complete and full satisfaction for terminated, canceled, or suspended services, the actual unpaid costs of all services satisfactorily completed by the Consultant up to the date of termination, cancellation, or suspension, subject to approval by Owner. The Consultant waives any and all claims for anticipated profits, lost overhead, or any other claim or theory arising out of a termination, cancellation, or suspension of this contract.

Regardless of the cause or reason for termination, cancellation or suspension of this contract, on the effective date of termination the Consultant shall (i) immediately discontinue performance of the services on the date specified in such notice, (ii) preserve work in progress pending disposition instructions by Owner, and (iii) promptly make arrangements to depart the project site.

CONTRACT

Y18-811

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 Owner's Representative Program Manager Services for the Orange County Convention Center (OCCC) Phase V Multipurpose Venue and Grand Concourse Improvements

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 Owner's Representative Program Manager Services for the Orange County Convention Center (OCCC) Phase V Multipurpose Venue and Grand Concourse Improvements Project. The scope of services/special provisions is described in Exhibit A, Scope of Services, entitled, "Owner's Representative Program Manager Services for the Orange County Convention Center (OCCC) Phase V Multipurpose Venue and Grand Concourse Improvements", which is attached to this Contract, and incorporated by reference herein. Any and all scope of services/special provisions hereto which vary from the general provisions shall have precedence. Any and all drawings shall have precedence over written specifications.

II
PAYMENT

- A. **FEES:** The COUNTY agrees to pay the CONSULTANT for the services described in Exhibit A, a lump sum of fee not to exceed \$>_____ said compensation to be paid as set forth herein. Payment shall be based upon method(s) established at time of award.
- B. **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

- A. The CONSULTANT shall accomplish the design services required under this Contract, when applicable, so as to permit the award of a contract (using standard Orange County procedures for the construction of the facilities) at a price that does not exceed the estimated construction contract price as set forth in paragraph C below. When bids or Proposals for the construction contract are received that exceed the estimated price, the CONSULTANT shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Contract.

However, the CONSULTANT shall not be required to perform such additional services at no cost to the COUNTY if the unfavorable bids or Proposals result from conditions beyond the CONSULTANT'S reasonable control. The COUNTY shall exercise reasonable commercial judgment in making the controlling determinations as to whether such conditions are within the reasonable control of the CONSULTANT.

- B. The CONSULTANT will promptly advise the COUNTY if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the COUNTY will review the CONSULTANT'S revised estimate of construction cost. The COUNTY may, if it determines that the estimated construction contract price set forth in this Contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph C below, or the COUNTY may adjust such estimated construction contract price via amendment to this Contract. When bids or Proposals are not solicited or are unreasonably delayed, the COUNTY shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or Proposals to determine compliance with the funding limitation.
- C. The estimated construction contract price for the project described in this Contract is \$>_____, or as modified by the County.
- 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.

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 Senior Project Manager and the Project Manager must be two separate individuals. Both must be professional engineers or professional architects 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., 2nd 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/ and A.M. Best Ratings are available at 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.
Required Endorsements:
 - Waiver of Subrogation- WC 00 03 13 or its equivalent
- 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:

The CONSULTANT to the extent permitted in Section 725.08, Florida Statutes shall indemnify and hold harmless the COUNTY and its officers and employees from liabilities damages, losses, and costs (including attorney's fees) to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of this Contract. The remedy provided to the COUNTY by this paragraph shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise and shall survive the termination of this Contract.

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 >___ 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. The Consultant must include in the subcontract agreement:
 - i. Prompt Payment Clause to the M/WBE subconsultant
 - ii. Payment schedule in all subcontracts and purchase orders (including those with non-M/WBEs) stating that payment will be made to the subconsultant/suppliers within 72 hours of receipt of payment from the County.
 - iii. The following statement: "It is the M/WBE's responsibility to submit the

required quarterly M/WBE utilization reports to the prime and the final M/WBE payment verification form to the Business Development Division denoting their percentage of the overall contract fees.

The M/WBE's failure to submit the required documents could negatively impact their M/WBE certification.

- 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

REGISTERED 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 ASBESTOS FREE MATERIALS

For contracts for design services, CONSULTANT shall provide a written and notarized statement on company letterhead to certify and warrant that the project was designed with asbestos free materials. Such statement shall be submitted with the final payment request. Final payment shall not be made until such statement is submitted. CONSULTANT agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the design, CONSULTANT shall be liable for all costs related to the redesign or modification of the construction of the project so that materials containing asbestos are removed from the design, plans or specifications or construction contract documents, and, in addition, if construction has begun or has been completed pursuant to a design that includes asbestos containing materials, the CONSULTANT shall also be liable for all costs related to the abatement of such asbestos.

XXVI 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 :**

400 E. South Street, 2nd Floor, Orlando, FL 32801
407-836-5897
ProcurementRecords@ocfl.net

>
>

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

Signature

Carrie Mathes, MPA, CFCM, CPPO, C.P.M.
CPPB, APP, Manager, Procurement Division

Title

Name Typed or Printed

Date (for County use only)

REQUEST FOR PROPOSALS

#Y18-811-JS

Owner’s Representative Program Manager Services for the Orange County Convention Center (OCCC)
Phase V Multipurpose Venue and Grand Concourse Improvements

DUE 2:00 P.M. – July 17, 2018

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: _____

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

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

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

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

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

LOCATION (continued)

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.

Yes _____ Not Applicable _____

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

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.

Yes _____ Not Applicable _____

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

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.

_____ Authorized Signatory	_____ Name of Proposer
_____ Typed or Printed Full Name	_____ Date
_____ Title	

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

SENIOR PROJECT MANAGER

USING PAGES D1 – D5 only - List up to **Five (5) “Similar Projects”**, (one project per page), for which services have been **successfully completed within the past fifteen (15) years prior to the due date for proposals submitted for this RFP**, which most closely match the scope of work in this RFP, as identified in similar project description, wherein the proposed Senior Project Manager has performed **in the same capacity** with your firm, or other firms. Identify if the Senior Project Manager **OR** the Project Manager as a Professional Licensed Architect or Professional Licensed Engineer registered with the State of Florida Department of Business and Professional Regulation as part of required criteria. Note: The remaining position can be a Professional Licensed Architect or Professional Licensed Engineer or a Bachelor Degreed Construction Manager with General Contractor’s License registered with the State of Florida Department of Business and Professional Regulation prior to the due date of proposals submitted for this RFP.

LIST THE **ONE** (1) SENIOR 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 projects (if a phased project all phases shall be *substantially completed*), including all required performance requirements and/or dimensions, is *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. The Proposer should also describe in detail how the Senior Project Manager was responsive to the client’s needs and requests.

Proposed Senior Project Manager Name: _____

1. **Project Type A Name:**

Owner:

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

Design or Consulting Start Date (**Month/Year**):

Design or Consulting Completion Date (**Month/Year**):

Construction Cost:

\$ _____

Substantial Completion Date (**Month/Year**):

Construction Completion Date (**Month/Year**):

Square Feet of ACTIVE fully operational general assembly facility improvement
(educational facility, airport, convention center, arena, stadium, hotel or
hospital): _____

Firm:

Summary of Work:

Proposed Senior Project Manager Name: _____

2. **Project Type A Name:**

Owner:

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

Design or Consulting Start Date (**Month/Year**): _____

Design or Consulting Completion Date (**Month/Year**): _____

Construction Cost: \$ _____

Substantial Completion Date (**Month/Year**): _____

Construction Completion Date (**Month/Year**): _____

Square Feet of ACTIVE fully operational general assembly facility improvement
(educational facility, airport, convention center, arena, stadium, hotel or
hospital): _____

Firm:

Summary of Work:

Proposed Senior Project Manager Name: _____

3. **Project Type A Name:**

Owner:

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

Design or Consulting Start Date (**Month/Year**): _____

Design or Consulting Completion Date (**Month/Year**): _____

Construction Cost:

\$ _____

Substantial Completion Date (**Month/Year**): _____

Construction Completion Date (**Month/Year**): _____

Square Feet of ACTIVE fully operational general assembly facility improvement
(educational facility, airport, convention center, arena, stadium, hotel or
hospital): _____

Firm:

Summary of Work:

Proposed Senior Project Manager Name: _____

4. **Project Type B** Name:

Owner:

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

Design or Consulting Start Date (**Month/Year**): _____

Design or Consulting Completion Date (**Month/Year**): _____

Construction Cost: \$ _____

Substantial Completion Date (**Month/Year**): _____

Construction Completion Date (**Month/Year**): _____

Construction Duration (Notice to Proceed to Final Completion): _____

Square Feet of general assembly facility improvement (educational facility, airport, convention center, arena, stadium, hotel or hospital): _____

Firm:

Summary of Work:

Proposed Senior Project Manager Name: _____

5. **Project Type B** Name:

Owner:

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

Design or Consulting Start Date (**Month/Year**): _____

Design or Consulting Completion Date (**Month/Year**): _____

Construction Cost: \$ _____

Substantial Completion Date (**Month/Year**): _____

Construction Completion Date (**Month/Year**): _____

Construction Duration (Notice to Proceed to Final Completion): _____

Square Feet of general assembly facility improvement (educational facility, airport, convention center, arena, stadium, hotel or hospital): _____

Firm:

Summary of Work:

SIMILAR PROJECTS

PROJECT MANAGER

USING PAGES E1 – E5 only - List up to **Five (5) “Similar Projects”**, (one project per page), for which services have been **successfully completed within the past fifteen (15) years prior to the due date for proposals submitted for this RFP**, 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. Identify if the Senior Project Manager **OR** the Project Manager as a Professional Licensed Architect or Professional Licensed Engineer registered with the State of Florida Department of Business and Professional Regulation as part of required criteria. Note: The remaining position can be a Professional Licensed Architect or Professional Licensed Engineer or a Bachelor Degreed Construction Manager with General Contractor’s License registered with the State of Florida Department of Business and Professional Regulation prior to the due date of proposals submitted for this RFP.

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 projects (if a phased project all phases shall be *substantially completed*), including all required performance requirements and/or dimensions, is *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 Type A Name:**

Owner:

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

Design or Consulting Start Date (**Month/Year**): _____

Design or Consulting Completion Date (**Month/Year**): _____

Construction Cost: \$ _____

Substantial Completion Date (**Month/Year**): _____

Construction Completion Date (**Month/Year**): _____

Construction Duration (Notice to Proceed to Final Completion): _____

Square Feet of ACTIVE fully operational general assembly facility improvement
(educational facility, airport, convention center, arena, stadium, hotel or
hospital): _____

Firm:

Summary of Work:

Proposed Project Manager Name: _____

2. **Project Type A Name:**

Owner:

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

Design or Consulting Start Date (**Month/Year**): _____

Design or Consulting Completion Date (**Month/Year**): _____

Construction Cost: \$ _____

Substantial Completion Date (**Month/Year**): _____

Construction Completion Date (**Month/Year**): _____

Construction Duration (Notice to Proceed to Final Completion): _____

Square Feet of ACTIVE fully operational general assembly facility improvement
(educational facility, airport, convention center, arena, stadium, hotel or
hospital): _____

Firm:

Summary of Work:

Proposed Project Manager Name: _____

3. **Project Type A Name:**

Owner:

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

Design or Consulting Start Date (**Month/Year**): _____

Design or Consulting Completion Date (**Month/Year**): _____

Construction Cost: \$ _____

Substantial Completion Date (**Month/Year**): _____

Construction Completion Date (**Month/Year**): _____

Construction Duration (Notice to Proceed to Final Completion): _____

Square Feet of ACTIVE fully operational general assembly facility improvement
(educational facility, airport, convention center, arena, stadium, hotel or
hospital): _____

Firm:

Summary of Work:

Proposed Project Manager Name: _____

4. **Project Type B Name:**

Owner:

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

Design or Consulting Start Date (**Month/Year**): _____

Design or Consulting Completion Date (**Month/Year**): _____

Construction Cost: \$ _____

Substantial Completion Date (**Month/Year**): _____

Construction Completion Date (**Month/Year**): _____

Construction Duration (Notice to Proceed to Final Completion): _____

Square Feet of general assembly facility improvement (educational facility, airport, convention center, arena, stadium, hotel or hospital): _____

Firm:

Summary of Work:

Proposed Project Manager Name: _____

5. **Project Type B** Name:

Owner:

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

Design or Consulting Start Date (**Month/Year**): _____

Design or Consulting Completion Date (**Month/Year**): _____

Construction Cost: \$ _____

Substantial Completion Date (**Month/Year**): _____

Construction Completion Date (**Month/Year**): _____

Construction Duration (Notice to Proceed to Final Completion): _____

Square Feet of general assembly facility improvement (educational facility, airport, convention center, arena, stadium, hotel or hospital): _____

Firm:

Summary of Work:

SKILLS AND EXPERIENCE OF THE PROJECT TEAM

Using a maximum of ten (10) pages, 8 1/2" X 11", labeled "Form F-1" through "Form F-10" 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, sub consultants, branch offices, team members, and other resources anticipated to be utilized for this project; staff's professional titles, licenses, certifications, and accomplishments; qualifications and years of experience; affiliations, memberships, and/or officers in professional organizations; and number of years prime and sub consultants worked together. Name specific projects, **successfully completed within the past fifteen (15) years**, where the team members have performed similar projects previously.

Qualifications of Other Key Personnel. Identity the key personnel who will have primary responsibility for the following areas of service if the firm is selected. For each individual identified, provide name, office address, title, current employer, resume indicating the individual's experience (including the number of years of experience) in the area of responsibility below, and showing project related experience in Active fully operational general assembly facility (airports, arenas, convention centers, educational facilities, hospitals, hotels, stadiums) for at least three (3) projects.

- a. Master Schedule
- b. Financial Management/Cost Control
- c. Contract Management (with Construction Manager)
- d. Project Management Reporting System
- e. Value Engineering
- f. Design Review (Constructability, Maintainability)
- g. Cost Estimating
- h. Quality Assurance/Quality Control
- i. Construction Administration
- j. Construction Schedule
- k. Project Safety
- l. Claims Management
- m. Operations Planning and Assistance
- n. Computerized document control system

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 coordination of the separate components of the scope of work, and describe the Quality Assurance/Quality Control plan.

Provide an organizational chart for the team to provide the required professional services and label "Form F-11"; the organizational chart will be in addition to the ten (10) page maximum. Identify staff on organizational chart by Prime Consultant and Sub-consultant firm affiliation.

PROJECT SCOPE, APPROACH AND UNDERSTANDING

Using a maximum of five (5) pages, 8½" x 11", labeled "Form H-1" through "Form H-5", delineates 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. Describe alternate approaches to the project, if applicable. In addition, briefly describe your approach to each of the bullets below, a through c:

- a. **Project Management:** How do you intend to deliver Owner's Representative/Program Services? What are the channels of communication, with Owners Representation team, the selected project design team, contractor, and the County? How are project design criteria documented and verified?
- b. **Quality Control:** How do you verify that County management objectives are achieved? How do you provide quality control for Design and Construction Documents?
- c. **On Time and Within Budget:** How will your firm ensure project(s) is completed on time and how will your firm ensure that the project(s) are designed and constructed within budget?

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

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

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

OR

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

LITIGATION STATEMENT

CHECK ONE

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

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

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

EQUAL OPPORTUNITY WORKFORCE SCHEDULE

See: Sec. 17-322 (Establishment of goals; employment), Orange County Code of Ordinances

Directions: Review the definition of “minority” in Sec. 17-319 (Definitions), Orange County Code of Ordinances, and record the demographics of your workforce by inserting the number of applicable employees in each box below. The County will only consider your total workforce (“TWF”) that falls within the “employee types” designated by an asterisk (*) when evaluating this Bid/Proposal Response. For data collecting purposes, record any applicable employees located in the Orlando Metropolitan Statistical Area (“OMSA”) of Lake, Orange, Osceola, and Seminole counties. If a Joint Venture is bidding, each entity must fill out a separate schedule.

WORKFORCE		African American		Asian American		Hispanic American		Native American		Caucasian/Other		TOTAL	
		TWF	OMSA	TWF	OMSA	TWF	OMSA	TWF	OMSA	TWF	OMSA	TWF	OMSA
Employee Types (MALE)	Officials, Managers, and Supervisors*												
	Professionals*												
	Technicians*												
	Sales Workers												
	Office and Clerical												
	Craftsman (Skilled)												
	Operatives (Semi-Skilled)												
	Laborers (Unskilled)												
	Service Workers												
	Apprentice*												
	Interns/Co-Ops*												
	Displaced Workers												
MALE SUBTOTAL													
Employee Types (FEMALE)	Officials, Managers, and Supervisors*												
	Professionals*												
	Technicians*												
	Sales Workers												
	Office and Clerical												
	Craftsman (Skilled)												
	Operatives (Semi-Skilled)												
	Laborers (Unskilled)												
	Service Workers												
	Apprentice*												
	Interns/Co-Ops*												
	Displaced Workers												
FEMALE SUBTOTAL													
TOTAL													

Form Completed by (Print): _____

Signature: _____

Form Approved by (Print): _____

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 (**ONLY USED TOWARDS M/WBE UTILIZATION**)

I understand that I shall not be allowed to substitute or change subconsultants without prior written approval of 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.

I, _____, (M/WBE Sub-Consultant) understand that "It is my responsibility to submit the required quarterly M/WBE utilization reports to the Prime and Final M/WBE payment verification form to Business Development Division."

Failure to submit the required documents could negatively impact my M/WBE certification.

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 (**ONLY USED TOWARDS BONUS POINTS**)

I understand that I shall not be allowed to substitute or change SubConsultants, without the express prior approval of 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

Owner's Representative Program Manager Services for the Orange County Convention Center (OCCC) Phase V Multipurpose Venue and Grand Concourse Improvements

Case or Bid No. **Y18-811 -JS**

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

Owner's Representative Program Manager Services for the Orange County Convention Center (OCCC) Phase V Multipurpose Venue and Grand Concourse Improvements
Case or Bid No. **Y18-811 -JS**

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
TOTAL EXPENDED THIS REPORT			\$

For Staff Use Only:
Initially submitted on _____
Updated On _____

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

Owner's Representative Program Manager Services for the Orange County Convention Center (OCCC) Phase V Multipurpose Venue and Grand Concourse Improvements
Case or Bid No. **Y18-811 -JS**

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 **Y18-811 -JS**

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 **Y18-811 -JS**

Company Name: _____

Part II

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

___ YES ___ NO

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

___ YES ___ NO

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

___ YES ___ NO

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

(Use additional sheets of paper if necessary)

For Staff Use Only:

Date Submitted _____

Date Updated _____

Bid Number **Y18-811 -JS**

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. Y18-811-JS, OWNER'S REPRESENTATIVE PROGRAM MANAGER SERVICES FOR THE
ORANGE COUNTY CONVENTION CENTER (OCCC) PHASE V MULTIPURPOSE VENUE AND GRAND CONCOURSE
IMPROVEMENTS, 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 Y18-811-JS

NAME OF CONSULTANT: _____ (referred to herein as "Consultant")

ADDRESS OF CONSULTANT: _____

The undersigned does hereby certify that the above named consultant:

1. Is registered and is using the E-Verify system; or
2. Does not have any employees and does not intend to hire any new employees during the period of time that the consultant will be providing services under the contract and consequently is unable to register to use the E-Verify system; or
3. Employs individuals that were hired prior to the commencement of providing labor on the contract and does not intend to hire any new employees during the period of time that the 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>A. Section II – Who is An Insured 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">1. In performance of your ongoing operations; or2. In connection with your premises owned by or rented to you. <p>However:</p> <ol style="list-style-type: none">1. The insurance afforded to such additional insured only applies to the extent permitted by law; and2. 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.	<p>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">1. Required by the contract or agreement; or2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less. <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

Name of Person or Organization:
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

WC 00 03 13