

ISSUE DATE: January 16, 2018

**NOTICE**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**INTERNATIONAL DRIVE TRANSIT FEASIBILITY AND ALTERNATIVE**  
**TECHNOLOGY ASSESSMENT**

**RFP #Y18-806-CH**

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 February 15, 2018, for INTERNATIONAL DRIVE TRANSIT FEASIBILITY AND ALTERNATIVE TECHNOLOGY ASSESSMENT.**

**A Pre-Proposal Conference** will be held January 29, 2018, at **3:00 PM** at the Public Works Complex, **Conference Room 322, 4200 South John Young Parkway, Orlando, FL 32839.** Interested Proposers are encouraged to attend.

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

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

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

**NOTICE TO PROPOSERS**

To ensure that your Proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Carol Hewitt at email address: [Carol.Hewitt@ocfl.net](mailto:Carol.Hewitt@ocfl.net) or at (407) 836-5598. **You may contact Carol Hewitt at any time during this process, including during the blackout period.**

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REQUEST FOR PROPOSALS  
FOR  
INTERNATIONAL DRIVE TRANSIT FEASIBILITY AND ALTERNATIVE TECHNOLOGY  
ASSESSMENT  
RFP # Y18-806-CH

**PURPOSE:**

The Board of County Commissioners, Orange County, Florida, is soliciting Proposals to provide INTERNATIONAL DRIVE TRANSIT FEASIBILITY AND ALTERNATIVE TECHNOLOGY ASSESSMENT.

**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, February 15, 2018, to:

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

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

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

A Non-Mandatory Pre-Proposal Conference will be conducted on January 29, 2018, at 3:00 PM, Public Works Complex, Conference Room 322, 4200 South John Young Parkway, Orlando, FL 32839. All interested parties are urged to attend.

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

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

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

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

5. Modification or alteration of the documents contained in this solicitation or the contract resulting from this solicitation shall only be made upon receipt of prior written consent of the County.
6. The submission of GSA Forms 254 or 255 are not acceptable. The submission of these forms shall result in disqualification of your Proposal as non-responsive.
7. Proposers are instructed NOT to include pictures, drawings, graphs, dividers or table of contents. Submittal of pictures, drawings, graphs, dividers and/or table of contents may result in disqualification of your Proposal as non-responsive. Do not use a cover or binder. Use one (1) staple in UPPER left-hand corner only.
8. With respect to Forms D, E, F and H, no sideways printing on pages will be permitted. Also with respect to Forms D, E, F and H, print must be no smaller than 12 point when using a computer, or must be 10 pitch when using a typewriter.
9. Faxed Proposals shall be rejected as non-responsive, regardless of where the fax is received.
10. Proposers must indicate on their Proposal envelope the following:  
Request for Proposal Number Y18-806-CH  
Date of Opening - February 15, 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 Carol Hewitt, Senior Contract Administrator, email address Carol.Hewitt@ocfl.net or at (407) 836-5598.** 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 February 1, 2018 to:

Carol Hewitt, Senior Contract Administrator  
Procurement Division  
400 E. South Street, 2<sup>nd</sup> Floor  
Orlando, Florida 32801  
Email Address: Carol.Hewitt@ocfl.net

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

**15. ORAL INTERPRETATION**

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

**16. DRUG FREE WORKPLACE**

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

**17. DRAFT CONTRACT**

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

**18. SOLICITATION CANCELLATIONS**

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

## TERMS AND CONDITIONS:

1. A minimum coverage of Professional Liability Insurance in the amount of \$1,000,000.00 (with a deductible permitted not in excess of \$100,000.00) will be required for this project.
2. Selection shall be in accordance with F.S. 287.055 and the County's adopted selection procedures.
3. The County reserves the right to accept or reject any or all Proposals that it may in its sole discretion deem non responsive, to waive technicalities, or to accept the Proposal which, in its sole judgment, is most advantageous and best serves the over-all interests of the County.
4. The County reserves the right to request clarification of information submitted and to request additional information of one or more Proposers after the deadline for receipt of Proposals.
5. Any Proposal may be withdrawn until the date and time set above for the submission of the Proposals.
6. By submission of a Proposal, the Proposer agrees that all costs associated with the preparation of his/her Proposal will be the sole responsibility of the Proposer. The Proposer also agrees that the County bears no responsibility for any costs associated with the preparation of the Proposal and/or any administrative or judicial proceedings resulting from the solicitation process.
7. Proposers must not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.
8. **MINORITY/WOMEN OWNED BUSINESS ENTERPRISE:**
  - A. Proposers must address how they intend to comply with the Orange County M/WBE Ordinance, No. 94-02 and amended by Ordinance No. 2009-21. The goal of 27% utilization of certified minority/women business enterprise is applicable to this project. The Ordinance also addresses minority/women group employment levels setting goals to encourage each Proposer to maintain 24% minority and women employee workforce levels in specific categories.
  - B. All participating M/WBE firms must be **currently certified by Orange County**. The Business Development Division's most recent M/WBE directory is available by e-mail or through the Orange County web site at OrangeCountyfl.net. **Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola Counties) are eligible for Orange County certification. All firms must be Orange County certified at time of submittal of the Proposal and must be certified in the area(s) for which they will be used.** If a firm claims to be certified, but is not listed in the Directory the Proposer should obtain a copy of their Orange County Certificate and/or contact the Business Development Division at (407) 836-7317 for verification of certification.

- C. The County has program whereby M/WBE firms designated as graduates can participate in the M/WBE program only on specified projects. All professional service solicitations for which the County has estimated the overall contractual fees to be awarded to the prime in excess of \$500,000 are eligible for graduate M/WBE participation. The prime consultant will receive full M/WBE credit for the use of graduate MWBE's that meet all other requirements. The contract solicited through this RFP is estimated to be valued 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 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 Monthly M/WBE utilization reports to the prime and Final M/WBE payment verification form 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.
  - 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 and the Employment Data, Schedule of Minorities And Women report for all professional service contracts. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period.

Payment applications, task authorizations and contract renewals may be delayed if these reports are not submitted every quarter in a timely manner until completion of project indicating final report.

- 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 county. The prime consultant shall notify the Business Development Division of any additional awards to the M/WBE firm on the prime consultant's team and the addition of any new M/WBE firm to the prime consultant's team on that project.
- 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. 2002-15.

### 12. **ETHICS COMPLIANCE**

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

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

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

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

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

venture agreement may result in disqualification of your Proposal.

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

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

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

16. **SUBCONSULTANTS**

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

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

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

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

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

19. **BONUS POINTS FOR HIRING OF DISPLACED WORKERS**

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

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

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

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

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

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

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

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](http://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 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 County, nor shall the Consultant reduce the scope of work or monetary value of a subconsultant without written authorization of the County. 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 Project Manager and Assistant Project Manager must be two different individuals, both currently employed by the Prime Consultant. The Project Manager and Assistant Project Manager must be a combination of a Professional Engineer (P.E.) registered in the State of Florida AND a Certified Planner (A.I.C.P.). Fifteen (15) years of transit experience may substitute for the Certified Planner designation. **For the purposes of this Request for Proposals, the Project Manager and the Assistant Project Manager cannot utilize the same designation while performing services for this requirement.**

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



## 26. **SIMILAR PROJECTS**

“Similar Projects” for the purpose of this Request for Proposal (RFP) are defined as professional services which included the completion of project planning (alternatives analysis), preliminary engineering, financial feasibility and evaluated capacity or operational improvements for complex transit or fixed guideway transit projects. The similar projects shall be successfully completed within the last fifteen (15) years. The Project Manager and the Assistant Project Manager shall have been primarily responsible for the following elements:

### **SIMILAR PROJECT ELEMENTS:**

1. **Travel Demand/Forecasting: Completed assessment of the demand for transit services for both existing and future conditions.**
2. **The Consultant selected for this project shall have demonstrated experience in the preparation of environmental documents, plans and specifications for streetcar or other fixed guideway projects in downtown/urban areas.**
3. **Station and maintenance facilities: Identified and conducted preliminary station and maintenance design requirements.**
4. **Conceptual Design Analysis: Investigated alternative alignments and evaluation of the alignments based on a systematic quantitative and/or qualitative comparison of impacts and characteristics.**
5. **Cost Analysis: Completed a preliminary financial feasibility analysis inclusive of capital and maintenance and operations associated with a streetcar or other fixed guideway transit system.**
6. **Evaluation of potential revenue sources and compliance with state and federal procedures/processes relative to funding requirements and eligibility.**
7. **Public Involvement: Coordinated and administered an extensive public outreach program.**
8. **Technology/Equipment Analysis: Evaluated vehicle types (including vehicle performance and maintenance needs) and associated power source options/technology.**
9. **Service Analysis; Evaluated and assessed schedules for system operations (hours and days of operation) headways, ridership and capacity.**
10. **Right-of-Way Identification Maps: Prepared maps showing the location of existing and proposed rights-of-way.**
11. **Traffic Management Operational Evaluation: Preliminary traffic report/analysis identifying major issues between transit operations and autos, pedestrians, bicycles, etc.**
12. **Environmental/Social Impact Screening: Evaluation and assessment report addressing system impacts to the environment and land use/property owners.**

13. Preliminary Engineering Report: Completed and submitted reports to appropriate agencies.

#### **SIMILAR PROJECT SCORING CRITERIA:**

1. The proposer shall submit no more than three (3) similar projects each for the proposed Project Manager and the proposed Assistant Project Manager.
2. The proposed Project Manager and the proposed Assistant Project Manager may submit the same Similar Projects.
3. **Element 1, Element 2, Element 3, Element 4, Element 5, Element 6, and Element 7 are mandatory elements for both the Project Manager and the Assistant Project Manager**
4. For a similar project to be considered for one half point (1/2), each project submitted must contain all four (4) of the mandatory Elements.
5. For a similar project to be considered for one (1) full point, the project must contain all mandatory Elements **PLUS** three (3) additional Elements.

#### **ADDITIONAL REQUIREMENTS OF THE PROPOSER:**

- To be credited as similar projects for the proposed Project Manager, the individual must have served as either the Project Manager or the Assistant Project Manager of the Prime Consulting Firm on two (2) of the similar projects listed for a substantial majority of the project activities and duration. To be credited as similar project for the remaining similar project listed; the individual must have served as the Project Manager for a substantial majority of the project activities and duration. The individual may have served as the Project Manager on all projects.
- To be credited as similar projects for the proposed Assistant Project Manager, the individual must have served as the Project Manager, Assistant Project Manager, Design Engineer or Planner of the Prime Consulting Firm on two (2) of the similar projects listed for a substantial majority of the project activities and duration. To be credited as similar project for the remaining similar project listed; the individual must have served as Project Manager or Assistant Project Manager for a substantial majority of the project activities and duration. The individual may have served as the Project Manager on all projects.

#### **DEFINITIONS:**

- Substantial majority shall be defined as 70% of the work.
- Project Manager – Defined as the individual who managed the administrative elements of the project, was the primary point of contact for the client and directed the production of the key work products. The Project Manger must be a registered Professional Engineer in the State of Florida or a Certified Planner (15 years of transit experience may substitute for the AICP designation).
- Assistant Project Manager – Defined as the individual who assisted the Project Manager as the lead technical supervisor of project design/planning activities as described in the similar project criteria. This position also serves as the point of contact for the client in

the Project Manager's absence. The Assistant Project Manager must be a registered Professional Engineer in the State of Florida or Certified Planner (15 years of transit experience may substitute for the AICP designation).

Submitted projects may have been performed under a specific contract. Also, a specific project performed under a continuing/ongoing/force contract may be submitted. However, the basic continuing/ongoing/force contract is not acceptable as a similar project.

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

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

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

27. **EXPERIENCE OF THE PROJECT TEAM**

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

28. **VOLUME OF WORK**

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

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

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

Volume of Work is calculated using the following formula:

CONTRACT PERIOD	TOTAL FEE AWARDED TO PRIME CONSULTANT		FACTOR		ADJUSTED FEE AMOUNT
(1) From October 1, 2016 to April 1, 2018	\$	X	1.0	=	\$
(2) First Year Past: 10/01/15- 9/30/16	\$	X	0.75	=	\$
(3) Second Year Past: 10/01/14- 09/30/15	\$	X	0.50	=	\$
(4) Third Year Past: 10/01/13-09/30/14	\$	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.

# Scope of Services

## Exhibit A

### **International Drive Transit Feasibility and Alternative Technology Assessment**

#### **International Drive Corridor/Study Area Description**

Orange County is requesting proposals for a feasibility study to analyze the potential of implementing a modern streetcar service or other premium transit alternative as an urban circulator operating within the International Drive District - generally located between Sand Lake Road (SR 482) and the BeachLine (SR 528). An initial operating segment of the project is envisioned to serve the International Drive corridor extending from Sand Lake Road to south of the BeachLine. A second phase may be evaluated to operate within or adjacent to Pointe Plaza Avenue, Via Mercado, Universal Boulevard and Destination Parkway. The proposed first phase would operate primarily within existing road rights-of-way and include stations serving the Orange County Convention Center (OCCC), numerous hotels and other businesses and attractions.

#### Project Limits

The route for this 4.3 mile project was determined utilizing the existing I-Ride Trolley service between Sand Lake Road and Orange County's intermodal station on Destination Parkway.

#### Convention Center

This area includes the second largest convention center in the United States with 2.1 million-square feet of exhibition space, annually hosting over 230 events, attracting 1.4 million attendees and adding approximately \$2.4 billion to the economy (Orange County Convention Center At A Glance).

#### Surrounding Land Uses

The future land use designations within the International Drive Bus Service MSTU boundary includes institutional, industrial, commercial and activity center mixed use. The densely organized uses in the International Drive Business Improvement District includes 120+ popular hotels and resorts (the area has over 47,000 rooms with 8.2 million overnight visitors annually, IDriveDistrict.com), 6 theme parks, 35 attractions, 4 entertainment complexes, 55 music/comedy/nightlife venues, 3 stadium style cinemas, 600+ designer outlet stores and 275+ restaurants with dining options from fine to fast.

#### Traffic Counts (historical)

There are 32 hotels and resorts, representing 15,676 rooms, which are located within the limits of the study area and most of them front the primary roads and are serviced by the I-Ride Trolley. Many hotels are scheduled for expansions.

### Business

The International Drive area employs over 75,000 people and many of the businesses are located within this study area (IDriveDistrict.com).

### Tourist Count

The International Drive area is supported local visitation in addition to the 65 million visitors from other places. The Orlando metropolitan area has a population of 2.1 million people and is the 3<sup>rd</sup> largest metro area in Florida and 73<sup>rd</sup> nationally (IDriveDistrict.com).

### I-Ride Trolley

The I-Ride Trolley was created in 1997 to provide an exclusive transportation system for businesses located within the I-Drive Business Improvement District. The 2015 I-Ride Trolley ridership was 1,859,769 with 105 stops and 20-30 minute headways.

### Lynx

LYNX operates three links (#8, 42 & 38) on International Drive and two links (#58 & 111) on Universal Boulevard providing weekday, weekend and holiday service.

## **Purpose and Need**

The purpose of the project is to address increasing transportation needs within the International Drive area and the desire to implement a sustainable multimodal system that reflects and complements the surrounding environment. The International Drive 2040 Vision Plan, recently developed by the County, reflects the policy directive intended to enhance and sustain the economic viability of the International Drive area and the continued success of the Orange County Convention Center Campus Master Plan 2015 in part, this can be achieved through the careful planning and design of the transportation network. In essence, a variety of transportation choices and modes are essential to the existing and future growth of the area. Therefore, an effective premium transit system is an integral element of the overall area development plan. Moreover, it is also critical that the proposed service must be cost effective to implement, operate and maintain.

The need for a diverse transportation system was initially developed by a number of studies completed over the past several years as well as the Vision Plan. The completed transportation studies identified the general continued transportation needs stemming from the sustained growth within I-Drive and surrounding areas. Congestion, particularly during major conventions and other events is particularly acute, resulting in negative impacts across a variety of issues.

## **TASK 1: GENERAL SCOPE OF WORK**

### Quality Assurance

The Consultant shall be responsible for insuring that all work products conform to County standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the consultant. This QC process shall insure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

## **SCOPE OF SERVICES**



### **1.1 Notice to Proceed Meeting**

The Consultant shall prepare for and attend a Notice to Proceed Meeting with the Orange County Project Manager and staff. At this meeting, Orange County staff and key members of the Consulting team shall set the final parameters for the project and formally initiate the Feasibility and Technology Assessment.

### **1.2 Project Status Meetings**

The appropriate members of the Consulting team shall attend periodic meetings (up to 10 meetings) with the Orange County Project Manager and staff to discuss project progress and status, upcoming events and action items. The purpose of these meetings is to maintain clear communication between the County and the Consultant team. For the purposes of this study and scope, the Project Team shall be defined as the County Project Manager/Team and the Consultant Project Manager. The Consultant shall prepare and distribute meeting minutes following each of these meetings (draft within 3 days, final within 5 days of the meeting). The project schedule shall reflect these meetings.

### **1.3 Project Schedule**

The Consultant shall prepare and submit a detailed project schedule for the Transit Feasibility and Technology Assessment identifying major tasks, their duration and tasks relationships. This schedule shall utilize the Orange County Standard Project Schedule format on MS Project. An updated project schedule shall be submitted at each project status meeting, with notation or justification of any major changes to the schedule. The schedule shall also show all major deliverables and major milestones for the study.

### **1.4 Invoices**

Invoices shall be prepared in the format prescribed by the Public Works Department, as attached hereto. 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. A narrative description of the work performed by the Consultant and Subconsultants during the billing period for each item in the scope, corresponding to Exhibit B, shall also accompany the invoice. The narrative shall also describe the work to be performed during the next billing period

### **1.5 Deliverables**

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

- Notice to Proceed Meeting Materials and Minutes

## **SCOPE OF SERVICES**

- Project Status Meeting Minutes
- Project Schedule (Initial and updates as needed)

## **1.6 Pay Items**

Work to be completed under this section by the Consultant shall be paid for under the following pay items as listed on the Activity and Fee Summary.

- Notice to Proceed Meeting/Minutes
- Project Status Meetings/Minutes
- Project Schedule

## **Task 2 Public Involvement**

The purpose of the public involvement element is to get the community stakeholders involved in the project development and decision-making process so the County can develop a project that not only meets the transportation needs of the area, but is also supported by the community it is intended to serve. Therefore, the Consultant shall conduct the following public involvement activities throughout the project.

### **2.1 Public Involvement Plan**

The Consultant shall prepare a Public Involvement Plan (PIP) and submit it to the County Project Manager for review and approval within two weeks of the Notice to Proceed meeting. The PIP shall delineate the Consultant's efforts to inform and involve the Project Advisory Group, facilitate informational meetings and conduct public hearings. At a minimum, The PIP should identify a) stakeholders, b) public outreach methods, c) estimated schedule of meetings and hearings, d) limited English proficiency strategies and e) other opportunities for the public to provide input.

### **2.2 Agency Coordination Meetings**

The Consultant shall coordinate Orange County plans and conduct initial meetings/telephone calls and up to two (2) follow-up meetings/telephone calls with the following local and state organizations but not limited to:

- Federal Transit Administration (FTA)
- Army Corps of Engineers, (ACOE)
- Florida Department of Transportation (FDOT)
- South Florida Water Management District
- Orange County Public Works Traffic Engineering Division
- Orange County Environmental Protection Division (EPD)
- Orange County Utilities Department

- Orange County Sheriff's Office
- Orange County Public Schools (OCPS)
- Orange County Fire Rescue Department
- Orange County Convention Center
- Orange County Real Estate Management Division
- LYNX
- International Drive Business Improvement District
- Regional Power Providers (Ex: Duke Energy)

### **2.3 Small Group Meetings**

The Consultant shall be available to conduct up to ten (10) small group meetings with interested property owners and organizations. The Consultant shall be responsible for preparing all presentations, handout materials, outreach activities, as well as preparation of meeting summaries and follow up.

#### **2.1.1 Project Advisory Group Meetings**

The Consultant shall form a Project Advisory Group which will consist of the below listed people and agencies. The Consultant shall coordinate and conduct five (5) meetings with the following stakeholders and organizations but not limited to (as may be amended) to review the Consultant recommendations and provide input to move the project forward:

- Orange County Convention Center
- I-Drive Business Improvement District
- Visit Orlando
- Florida Nursery, Growers and Landscape Association
- Orange County Convention Center
- Hilton
- University of Central Florida
- The International Drive Master Transit & Improvement District
- Rosen Hotels
- I-Drive 360
- Universal Orlando

- City of Orlando
- International Drive Resort Area Chamber of Commerce
- Efficient Transportation for the Community of Central Florida, Inc.
- Lynx
- Sea World
- FDOT
- Orlando Plaza Partners
- Visions 2040

## **2.4 Mailing List**

The County shall provide an initial list of property owners and their addresses to the Consultant in order to engage the public during the public meetings and hearings. The list shall contain, at a minimum, abutting property owners to the road corridors selected for the Transit Feasibility and Technology Assessment or as determined by the County. The Consultant shall expand the initial mailing list to include any person, institution or agency expressing an interest in the project, potential permitting or review agencies, elected and appointed officials in the area, community leaders, and media representatives. The Consultant shall maintain and update the mailing list during the course of the Transit Feasibility and Technology Assessment.

## **2.5 Newsletters**

The Consultant shall prepare and distribute five (5) editions of the project newsletters at the following events of the Study:

- Edition 1: Prior to first Public Meeting
- Edition 2: Prior to second Public Meeting
- Edition 3: Prior to the Local Planning Agency (LPA) Public Hearing
- Edition 4: Prior to the Board of County Commissioners Public Hearing
- Edition 5: After final action by the Board of County Commissioners

The newsletters shall be prepared in English and in Spanish and shall be printed in color on 8 ½" x 11" sheets in a format acceptable to the County. Each English newsletter shall include a Spanish point of contact. Sufficient copies of each English edition shall be printed by the Consultant to provide 110% of the addressees on the mailing list at each mailing, plus an additional 25 copies to be delivered to the County for internal distribution. Sufficient copies of each Spanish edition shall be printed by the Consultant to provide 10% of the addresses on the mailing list at each mailing, plus an additional 25 copies to be delivered to

the County for internal distribution. The English newsletters shall be sent to each entry included in the data base mailing list at least two (2) weeks prior to scheduled hearing. First class mail shall be used. Spanish newsletters and English newsletters not mailed shall be distributed as needed during public meetings. The Chief Planner of the Transportation Planning Division and the County Communication Office must approve all final newsletter proofs prior to final printing. Newsletters shall adhere to the County's Title VI Nondiscrimination Policy and Plan

## **2.6 Website Creation/Maintenance**

The Consultant shall prepare a website for the Transit Feasibility and Technology Assessment. This site shall be linked to the Orange County Website. The Consultant shall coordinate with the appropriate County offices to ensure compatibility and format. The County shall provide a sample of the acceptable webpage format.

The Consultant shall create and post the site on a public-access server provided by the Consultant within six (6) weeks following the Notice to Proceed meeting. The Consultant shall then update the site (to include meeting minutes and other pertinent information) following each Project Advisory Group meeting in advance of the Public Meetings, prior to each public hearing and following the final public hearing.

At the conclusion of the Feasibility Assessment, the Consultant shall develop an introduction webpage for the next production phase and transfer maintenance responsibilities of the website to the County. The website shall be transferred to the County on compact disc CD, DVD or USB flash or portable drive. The Consultant shall maintain the website until such time as the consultant webpages are transferred to the County.

## **2.7 Advertisements/Media Releases**

The Consultant shall prepare and ensure the publication of display advertisements in the Sunday Orange County Extra Section of the Orlando Sentinel and El Sentinel at least two weeks prior to each of the two public hearings. The advertisements shall be display ads approximately 4" x 5".

The Consultant shall also be responsible for placing the public meeting dates/announcements on the Calendar of Events in the Orange County Extra Section of the Orlando Sentinel.

The Consultant shall prepare and distribute news releases to the media at least one (1) week prior to each public meeting and hearing.

All public display advertisements and news releases must be approved by the Chief Planner of the Transportation Planning Division and the County Communication Office prior to their distribution to media outlets and the general public

## 2.8 Public Meetings

The Consultant shall prepare for and participate in two (2) public information meetings as described below:

- Preparation and Documentation of Public Meetings
  - Logistics: The Consultant shall conduct all preparations for the public meetings for the County and shall ensure that appropriate Consultant personnel are present to assist with the meetings. The Consultant shall make arrangements for the meeting room rental and set up (including A/V and screen equipment for presentation) and shall ensure that adequate directional signs are placed on the meeting grounds to direct participants to the meeting room. Informational displays (i.e. maps, alternative improvements concepts, and other graphics) shall be displayed for the public to review and comment at least one (1) hour prior to the Recommended Improvement Concept Public Meeting. The meeting shall include a formal PowerPoint presentation followed by an informal question and answer period during which meeting participants may meet one-on-one with the Study Team to individually discuss their areas of concern.
  - Presentation/Materials: The Consultant shall obtain direction from the County Project Manager prior to beginning work on meeting presentation and materials and shall have the PowerPoint presentation and all meeting materials (including script and displays) in final format ready for review and approval by County staff no later than two (2) weeks prior to the public meeting. Displays shall be exhibits mounted on foam board unless otherwise directed by the County. Exhibits shall be plotted in color or black and white as appropriate and as directed by the County. Exhibits shall include maps on an aerial photography base, traffic data and projections, typical sections, alternative evaluation matrices, detail sketches and other text or graphical information as described elsewhere herein or as directed by the County. The Consultant shall prepare and distribute comment forms (comment forms in Spanish may be required) to meeting participants and other interested parties. An interactive comment form shall be posted on the project website to obtain public feedback from persons who are not able to attend the public meeting. The comment form shall be designed to elicit information from the public relevant to the road improvement being considered. Any and all meeting and public outreach materials that will be presented to the general public must be approved by the Chief Planner of the Transportation Planning Division and County Communications Office.
  - Meeting Documentation: The Consultant shall document, interpret and summarize all comments received and questions addressed at the meetings and shall prepare written responses to all questions not adequately addressed at the meetings. Additionally, the Consultant shall document and summarize all comments and

questions received from the hardcopy and online comment forms. The Consultant shall provide follow-up information necessary to respond to the public's comments and questions. All comments shall be incorporated in the alternative analysis process, leading to the identification and selection of a Recommended Improvement Concept and shall be incorporated into the Transit Feasibility and Technology Assessment Report. Public meeting minutes and summaries shall be submitted to the County Project Manager within two (2) days of the meeting. Sign-In sheets, public comment card summaries, final meeting minutes/summaries and other meeting documentation shall be submitted to the County Project Manager and staff within five (5) days of the public meeting. Once approved by the County Project Manager, meeting summaries will be posted on the project web site.

- Kick-Off Alternative Information Public Meeting - The Consultant shall prepare for and conduct a Kick-Off Alternatives Information Public Meeting within twenty (20) weeks of the Notice to Proceed Meeting. The purpose of this meeting is to present the data collection findings, alternative improvement concepts and the preferred alignment improvement of the Preferred Alternative (including the draft recommended stormwater accommodations, typical section(s), transit vehicle options, station locations, access management, system operations and maintenance considerations and financial/funding options).
- Recommended Improvement Concept Public Meeting – Following completion of the alternative analysis activities and identification of a Recommended Improvement Concept, the Consultant shall prepare for and conduct a Recommended Improvement Concept Public Meeting. The purpose of this meeting is to present the draft Recommended Improvement Concept to the public for review and comment prior to presentation to the LPA and BCC.

## **2.9 Staff Presentation**

The Consultant shall prepare for and participate in a presentation to the Public Works Director, the Project Advisory Group along with other senior county staff at least two (2) weeks prior to the LPA Public Hearing. The presentation shall be the final draft of the PowerPoint presentation and script to be presented at the LPA Public Hearing. The Consultant shall modify the presentation to address comments received from county management, the Project Advisory Group and staff.

## **2.10 Local Planning Agency Public Hearing**

The Consultant shall prepare for, participate in and provide all support necessary (including a PowerPoint presentation, script and handout materials) for the County Project Manager to conduct a Public Hearing with the LPA. The Public Hearing presentation shall reflect the Recommended Transit Feasibility and Technology Assessment Concept. Back up materials

and supporting reports shall be provided in an editable digital format acceptable to the County sixteen (16) days prior to the scheduled LPA Public Hearing. All presentation materials shall be compliant with the Board and County Commission Meeting Presentation Guidelines. The Consultant shall setup displays and other exhibits at least one (1) hour prior to the scheduled LPA Public Hearing for public inspection. The Consultant shall provide the final digital presentation at least two (2) business days prior to the scheduled LPA meeting time.

## **2.11 Board of County Commissioners (BCC) Public Hearing**

The Consultant shall prepare for, participate in and provide all support necessary (including a PowerPoint presentation, script and handout materials) for the County Project Manager to conduct a Public Hearing with the BCC. The Public Hearing presentation shall reflect the Recommended Transit Feasibility and Technology Assessment Concept and any comments received from the LPA Public Hearing. Back up materials and supporting reports shall be provided in a digital editable format acceptable to the County (16) days prior to the scheduled BCC Public Hearing. All presentation materials shall be compliant with the Board and County Commission Meeting Presentation Guidelines. The Consultant shall set up displays and other exhibits at least one (1) hour prior to the scheduled Public Hearing for public inspection. The Consultant shall provide the final digital presentation at least two (2) business days prior to the scheduled BCC meeting time.

## **2.12 Deliverables**

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

- Public Involvement Plan
- Updated Mailing List
- Newsletters (English and Spanish versions)
- Small Group Meeting Materials and Minutes
- Website/Website CD/DVD/Portable Media (Final website with design page)
- Advertisements & News Releases
- Public Meeting Materials
- Public Hearing Meeting Materials
- Exhibits
- PowerPoint Presentations
- Handouts



- Response/Comment Tabulations
- Staff Presentation Materials and Minutes
- Local Planning Agency Public Hearing Presentation and Summary
- Board of County Commissioners Public Hearing Presentation and Summary

### **2.13 Pay Items**

Work to be completed under this section by the Consultant shall be paid for under the following pay items as listed in the Activity and Fee Summary.

- Public Involvement Plan
- Updated Mailing List
- Newsletters (English and Spanish versions)
- Creation and updated Website
- Advertisements & News Releases
- Coordination Meetings and Minutes
- Small Group Meetings and Minutes
- Staff Presentation and Minutes
- Public Meeting Materials
- Local Planning Agency Public Hearing Presentation and Minutes
- Board of County Commissioners Public Hearing Presentation and Minutes

### **Task 3 Study Area Conditions and Characteristics**

Immediately upon receipt of the notice to proceed, the Consulting Team shall begin collecting the engineering, land use, traffic, crash, transit, drainage, hydraulic, and environmental data necessary to develop and evaluate a reasonable range of alternative improvement concepts to meet the existing and future travel demand. The Consultant shall utilize information gathered in previous studies, engineering, transit reports, International Drive Transit Lane design plans, Orange County Convention Center Master Plan 2015, International Drive 2040 Vision, I-Drive Business Improvement District and/or other existing right-of-way documentation.

#### **3.1 Aerial Photography / Base Maps**

Orange County shall supply the Consultant with the latest available scale controlled aerial-based raster images necessary for the Consultant to prepare color 1"=100' and 1"=40' scale project base maps. These maps shall be used to present the alternative improvement

concepts (1"=100'), the recommended improvement concept (1"=40'), right-of-way requirements (1"=40') and any other required information.

The Consultant shall prepare the base maps on standard 22 x 34 inch sheets with appropriate title blocks, which shall be suitable for public display. Color aerial imaging shall be used to present the overall project concept and the final recommended improvement alternative to the public at the various public meetings. The base maps shall be provided to the County in digital format on CD or USB flash or portable drive acceptable to the County.

### **3.2 Existing Road Characteristics**

The Consultant shall conduct field investigations to collect all pertinent information on existing roadway characteristics (including structures where applicable) necessary to develop, evaluate and compare the alternative improvement concepts.

All pedestrian infrastructure (i.e., sidewalks, curb ramps, signalization, street crossings, etc.) located within the project limits and public rights-of-way shall be evaluated to determine compliance with current Americans with Disabilities Act (ADA) standards. If the subject areas appear to be non-compliant with the current ADA standards, the Consultant shall notify the County Project Manager in writing advising the Public Work's ADA Coordinator or designee of the existing non-compliant features for further review and assessment.

The roadway data shall be compiled, documented and mapped on the aerial photography base maps for public presentations.

### **3.3 Traffic Data**

The Consultant shall collect traffic data and develop traffic factors and design traffic projections listed below for the following road segments: the entire study area; North of Sand Lake Road (SR 482) and South of BeachLine (SR 528)

- International Drive from Destination Parkway to Sand Lake Road (SR 482)
- Universal Boulevard from BeachLine (SR 528) to Sand Lake Road (SR 482)
- Destination Parkway from International Drive to Universal Boulevard
- Pointe Plaza Avenue from International Drive to Universal Boulevard
- Via Mercado from International Drive to Universal Boulevard

#### **3.3.1 Traffic Counts**

The Consultant shall collect and analyze a combination of 72-hour classification counts and eight (8) hour turning movement counts (by 15-minute increments). All traffic count locations shall be identified by map in the Design Traffic Engineering Report.

- **72-hour Count Locations and Turning Movement Count Locations (vehicular, pedestrian and bicycle for am and pm, mid-day for school locations)**

**72 Hour Count Locations**

- 6 Locations

**Turning Movement Count Locations (minimum eight [8] hour)**

- 8 Locations

**Bicycle, Pedi Cab and pedestrian Video Counts (minimum twenty-four [24] hour)**

- The Consultant shall determine the number and location of surveillance stations to determine non-motorized volumes and unmarked crossing locations.

The Consultant shall also be prepared to collect turning movement counts at four (4) additional intersections based on the results of this initial data collection effort.

**3.3.2 Traffic Factors**

Using the data collected through the traffic count program described above, the Consultant shall develop current and future year values for the following traffic factors:

- Peak to Daily Ratio (K) Factor
- Directional Split (D) Factor
- Truck Factor (T)

**3.3.3 Design Traffic and Transit Projections**

Using the latest adopted Orlando Urban Area Transportation Study (OUATS) travel forecasting model and historical data, the Consultant shall prepare opening year, interim year, and design year travel forecasts for the road segments listed in Section 3.3 for No-Build and Build conditions. The Consultant shall be responsible for the review of the sub area model and shall make adjustments as necessary or as directed by the County.

The traffic projections shall be presented as average annual daily traffic (AADT) and directional design hour volumes (DDHV) based on the comparison of model and trends based growth rates. For the purpose of this Study, the following horizon years shall be assumed:

- Opening Year – 2025
- Interim Year – 2035
- Design Year – 2045

The Consultant shall also prepare peak hour turning movement forecasts for each major intersection using the latest FDOT TURNS spreadsheet. Un-signalized intersections shall be

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evaluated for signal warrant possibility. The Consultant shall perform an intersection LOS analysis, as well as other performance indicators, and provide a recommendation for the preferred method of traffic control for each of the above listed intersections using the appropriate software as approved by the County. Furthermore, the intersection operational analysis (for both the Build and No-Build concepts) shall establish the minimum required lane geometry (including queue lengths) needed to adequately serve the projected turning movements.

The design traffic shall be used to establish the basic design requirements for the roadway typical section and each intersection.

#### **3.3.4 Transit Data**

The consultant shall collect I-Ride Trolley and LYNX operations, routes, station locations, station amenities, fare box, boarding and alighting and ridership data from the I-Drive Business Improvement District and LYNX for the last five (5) years. Future plans to upgrade or replace rolling stock and stations for these services should also be collected. The Consultant shall collect information on previous studies, reports and proposals for transit services that considered interconnection to the International Drive Intermodal Station and or colocation with the roads listed in Section 3.3. The Consultant shall also coordinate with the Orange County Convention Center to determine the number of charter busses that supported each convention center event over the past five (5) years.

#### **3.3.5 Crash Data**

The Consultant shall collect and analyze Signal 4 Analytics crash data provided by the County for the most recent five (5) years. Crash diagram summaries shall be provided for each identified high crash area. The crash data collected shall include, at a minimum, the total number of crashes within the study area and a summary of the crashes by type, location, fatalities, injuries, cause and conditions, and shall be included in the Design Traffic Technical Memorandum.

#### **3.3.6 Design Traffic and Transit Technical Memorandum**

The Consultant shall summarize the traffic data, travel forecasting and crash analysis activities in a Design Traffic and Transit Technical Memorandum that shall be submitted to the County for review and comment two weeks prior to scheduling the Kick-Off Alternatives Information Public Meeting and updated two (2) months following the Kick-off Alternatives Information Public Meeting. Comments on the updated Design Traffic and Transit Technical Memorandum shall be addressed in the Design Traffic Engineering Report.

#### **3.3.7 Design Traffic and Transit Engineering Report**

The Consultant shall prepare a detailed Design Traffic and Transit Engineering Report describing the traffic data collection effort, modeling and analysis. The report shall contain tabulations of all data collected and recommendations as to traffic and transit control methods and turn lane geometry for specific intersections. The draft Design Traffic

Engineering Report shall be submitted for review two weeks prior to scheduling the Recommended Concept Public Meeting. The final Design Traffic and Transit Engineering Report shall be summarized in and appended to the Transit Feasibility and Technology Assessment Report.

### **3.4 Bridges and Structures**

The Consultant shall collect as-built plan information on the existing pedestrian bridge structures for the roads listed in Section 3.3. Detailed information about the vertical clearance of the bridges and horizontal clearance of the pier locations will be necessary to evaluate the transit and alignment alternatives.

### **3.5 Transportation Plans**

The Consultant shall review and document plans, including MetroPlan Orlando's Long Range Transportation Plan, Convention Center Campus Master Plan, International Drive Business Improvement District publications, International Drive 2040 Vision Plan, Orange County's Comprehensive Plan for all modes of transportation including automobile, truck/freight, transit, bicycle/pedestrian and other non-motorized vehicles and modes. The information received from these plans shall be used to identify the conformance of this project to applicable transportation plans and to develop and evaluate the alternative improvement concepts. The Consultant shall document this investigation and its conclusions in the Transit Feasibility and Technology Assessment Report.

### **3.6 Existing Multi-modal Services**

The Consultant shall research, evaluate and document the locations and conditions of existing and planned pedestrian, bicycle, trail, and services including charter bus, taxi, hotel van service, bike share and car rentals within the vicinity of the study area including, but not limited to, sidewalks, pedestrian crossings, signed bike routes and park-and-ride lots. The Consultant shall also observe, document and map pedestrian and bicycle activity and travel patterns within the vicinity of the study area consistent with Section 3.3.1. This information, along with a review of the County's adopted Trails Master Plan, will be used to identify potential multimodal improvements and connections to existing and planned multimodal infrastructure, if applicable.

### **3.7 Soil Survey and Geotechnical Data**

The Consultant shall review existing soil maps and available geotechnical information from ongoing design efforts and previously road construction projects that included soil investigations within the study area. Supplemental borings shall be performed in locations where existing soil information has not be provided. Borings should be conducted along the recommended alignment to determine seasonal groundwater levels and in areas of each alignment that have a probability of having significant depths of unsuitable materials.

The Consultant shall also perform one (1) soil boring to a depth of 15 feet for each proposed stormwater retention pond site if necessary. For this study, it is assumed that up to eight (8) locations shall be evaluated.

The results of the geotechnical data collection activities shall be mapped and documented in a Geotechnical Report, which shall be summarized in and appended to the Transit Feasibility and Technology Assessment Report. This section shall document existing soil, geotechnical and boring results and shall contain preliminary stormwater/drainage recommendations, including pond siting recommendations, relevant to the project.

### **3.8 Environmental Site Assessment**

The Consultant shall conduct a Contamination Screening Evaluation Report (CSER) including Sanborn Maps, if available, and any data contained on the FDEP websites for the properties affected by each alignment or support facility being considered. The Environmental Site Assessment shall be mapped and documented in a CSER report, which shall be summarized in and appended to the Transit Feasibility and Technology Assessment Report.

### **3.9 Land Use / Development Plans**

The Consultant shall review all relevant land use information (existing and future) necessary to develop the location of streetcar or other premium transit system alignments and stations and to identify where right-of-way could potentially be dedicated for transit support facilities. Land use information may be found in the following sources: comprehensive and future land use plans, proposed development plans, zoning regulations, special area studies / plans and preliminary and final plats. This information shall be updated as needed during the study, documented on the aerial base maps and included in the Transit Feasibility and Technology Assessment Report.

### **3.10 Hydrologic and Natural Features**

The Consultant shall review existing information, including, but not limited to, the data and maps of the US Army Corps of Engineers, Florida Natural Areas Inventory, South Florida Water Management District Databases, Florida Department of Environmental Protection, Florida Land Use and Cover Classification Systems, Natural Resources Conservation Service, Orange County Stormwater including Federal Emergency Management Agency basin studies, Florida Fish and Wildlife Conservation Commission Habitat Model Data, US Fish and Wildlife IPaC tool and specific site indicators such as topography, vegetation, soils data, floodplain information, and other field observations to identify significant hydrologic and natural features found within the study area.

The Consultant shall supplement existing literature/resource documents with field reviews of the study area. If the field review identifies the potential presence of a listed feature within the study area, the Consultant shall document and map the location(s) and extent relative to

## **SCOPE OF SERVICES**

the occurrence within the study area. Information to be documented shall, at a minimum, include the following:

- Wetlands, Uplands or both according to quality and conservation value
- Conservation, Refuge and Management Areas
- Mitigation Sites / Conservation Easements
- Water Quality
- Floodplains and Floodways
- Drainage Outfalls
- Recommendations for the Maintenance of Watershed Water Flows and Volumes

The Consultant shall document offsite and bypass drainage features occurring within the study corridor and shall make recommendations to preserve and maintain water flows and volumes within watersheds.

The Consultant shall also evaluate corridor-wide permit-related information on environmental resource permits, dredge and fill permits, water quality permits, or stormwater discharge permits. This activity shall include coordinating with all applicable permitting agencies and identifying all existing permits and their conditions and influence on this study.

The Consultant shall document and map the results of all information that may influence the location and evaluation of alternative improvement concepts and system support areas in the Transit Feasibility and Technology Assessment Report.

### **3.11 Threatened and Endangered Species**

The Consultant shall review existing information to determine the potential presence of threatened or endangered plant and animal species within the study area. If the review identifies the potential presence of threatened or endangered plant or animal species, the Consultant shall document and map their locations relative to the findings/recommendations in Section 3.13. The Consultant shall supplement documented information with field reviews of the study area. The Consultant shall document and map the results of all information that may influence the location and evaluation of alternative improvement concepts and system support areas in the Transit Feasibility and Technology Assessment Report.

### **3.12 Parking Facilities**

The Consultant shall utilize and update the parking information provided in Orange County's I-Drive Parking and Walkability Analysis, completed in 2014. Public and private parking facility located in the watershed of the roads listed in Section 3.3 shall be documented to determine if adequate parking is available to support the proposed transit system. The Consultant shall also document parking requirements adopted with the I-Drive District Overlay Zone (adopted February 7, 2017) and the Orange County Convention Center Master Plan 2015.

### **3.13 Orange County Convention Center (OCCC) Master Plan**

The Consultant shall coordinate with Orange County Convention Center, I-Drive Business Improvement District (operators of the I-Ride Trolley) and LYNX to determine the benefits and opportunities to support transit operations with interconnected transit feeder systems and circulators. Planned feeders and circulators shall be shown on aerial base maps for each alternative concept.

### **3.14 Transit Feeder System**

A major consideration of this Feasibility Assessment is to show how a premium transit service will strengthen the convention center in the world market. The Consultant shall collect data and information on the OCCC event schedules, statistics and attendance, operations (maintenance of traffic and mode circulation, freight, security, communications) and employment. The Consultant shall also collect data on planned amenities which include the Campus Circulator, Activity Hub, Outdoor Plaza, Parking Garage and Cafes.

### **3.15 Deliverables**

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

- Color Aerial Base Map
- Design Traffic Technical Memorandum
- Design Traffic Engineering Report
- Geotechnical Reports
- Recommendations for the Maintenance of Watershed Water Flows and Volumes
- Contamination Screening Evaluation Report
- Mapping and Documentation of:

- Existing road characteristics
- Existing and proposed utilities
- Hazardous materials areas
- Land use plans
- Hydrologic and Natural Features
- Threatened & Endangered Species
- Utilities

### **3.16 Pay Items**

Work to be completed under this section by the Consultant shall be paid for under the following pay items as listed in the Activity and Fee Schedule.



- Color Aerial Base Map
- Design Traffic Technical Memorandum
- Design Traffic Engineering Report
- Geotechnical Reports
- Recommendations for the Maintenance of Watershed Water Flows and Volumes
- Contamination Screening Evaluation Report
- Mapping and Documentation of:
  - Existing road characteristics
  - Existing and proposed utilities
  - Hazardous materials areas
  - Land use plans
  - Hydrologic and Natural Features
  - Threatened & Endangered Species
  - Utilities

#### **Task 4 Purpose and Need Statement**

Following completion of the data collection and evaluation activities, the Consultant will develop a Purpose and Need Statement that serves as a basis for developing evaluation criteria for the study and provides a framework for determining range and type of alternatives for consideration. The purpose and need statement is to be consistent with FTA New/Small Starts criteria.

#### **4.1 Defining the Problem**

The Consultant shall clearly define the transportation problem with the International Drive District which has historically experienced high traffic congestion during convention center and other events primarily due to high volume of automobiles, pedestrians, charter busses, freight carriers and taxi cabs attending and servicing the events. Existing studies and polls should document identification of the need for premium transit to service convention center events in order to remain competitive as Orange County seeks to be the global convention center leader.

#### **4.2 Development of Study Goals and Objectives**

The Consultant shall define a set of goals and objectives to provide a comparative analysis of alternatives for this project which demonstrate achievable and measurable outcomes. The analysis will be presented through the public involvement process for comment. More detailed descriptions of the quantitative and qualitative criteria for each of these goals and objectives shall also be developed through the Transit Feasibility and Technology Assessment.

## New/Small Starts Criteria – Study Purpose and Objective

The purpose of the study is to explore concepts and options for a premium transit system and to identify challenges, constraints, and preferred solutions. Specific objectives would include the following:

1. Identification and evaluation of potential alignments
2. Assess and evaluate potential engineering issues to existing infrastructure and site conditions
3. Assess community consensus
4. Satisfy FTA criteria in order to proceed to next phase of eligible for federal funding
5. Ridership estimates and service characteristics
6. Development of conceptual capital, operating and maintenance costs
7. Identify potential financing options
8. Assess alternatives that best address future needs
9. Evaluation of appropriate technology
10. Consideration of connectivity to future rail facilities

### **Task 5 Alternative Alignment Development**

The Consultant shall develop, analyze and compare up to three transit alignment improvement concepts which utilize the existing road rights-of-way to the greatest extent possible. The improvement concepts shall be prepared on the aerial base maps. Each alternative shall attempt to maximize efficiency in transit service and shall consider costs, changes to medians, proposed transit lanes, communication technology, signalized intersections, road typical sections, access management, station locations and impacts to right-of-way, drainage, socio-economics, wetlands/uplands, flood plains, threatened and endangered species, contamination and suitability of soils. The Consultant shall document the design criteria in the Transit Feasibility and Technology Assessment Report.

#### **5.1 No Build Alternative**

The Consultant shall evaluate the no-build concept and document how the existing transit services and currently committed improvements are expected to perform in the design year.

#### **5.2 Build Alternative**

The Consultant shall develop up to three (3) transit alignment concepts which will utilize the existing right-of-way for the roads listed in Section 3.3. The alternatives shall be prepared on the aerial base maps.

### **5.3 Deliverables**

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

- Transit Alignment Maps

### **5.4 Pay Items**

Work to be completed under this section by the Consultant shall be paid for under the following pay items as listed in the Activity and Fee Schedule.

- Transit Alignment Maps

## **Task 6 Evaluation Plan**

The consultant is to develop an evaluation plan that outlines and defines the criteria and measurement tools to be used in order to evaluate alternatives. The criteria should address the following:

### **6.1 Effectiveness**

The Consultant shall evaluate and document the effectiveness of each alternative based on Task 3 that addresses congestion and mobility issues along the corridor.

### **6.2 Community (social-economic) Impact Analysis**

The Consultant shall estimate the number of residences, businesses, neighborhoods, transit oriented developments, land use, transportation infrastructure and community facilities impacted by each alternative, including socio-economic data sufficient to determine potential impacts to disadvantaged populations.

### **6.3 Cost Analysis**

The Consultant shall develop engineering design and construction cost estimates for each alternative including support facilities. The Consultant shall provide the County with a Right-of-Way Impacts Estimation Package. This package shall include a tabulation of potential acquisition parcels and areas (in square feet) for each alternative alignment improvement concept. The location of each parcel shall be shown on an aerial map. Right-of-way cost estimates shall be provided for each alternative by the County and shall include property values and estimated damages. The cost estimates shall be based on the information in the Right-of-Way Impacts Estimation Package and shall reflect present day costs.

The Consultant shall also develop a benefit-cost ratio calculation for the net present value of each alternative concepts

## **6.4 Financial Feasibility**

The Consulting team shall be comprised of a Traffic & Earnings Consultant (or Transportation Financial Forecasting Consultant) to provide traffic and earnings/revenue services for financial planning on the proposed transit system including any extensions, expansion projects or candidate projects. The service to be provided include, but are not necessarily limited to: data collection and analysis, traffic forecasting, impact analysis, evaluation of alternative rate structures, cost analysis, revenue projections, and financial/economic feasibility studies.

The Consultant shall provide qualified professional personnel to perform the duties and responsibilities assigned under the terms of the contract.

Local funding sources should include assessment of alternative revenue generation concepts (convention fee surcharge, other local contributions such as CRA contribution, existing and new transportation assessments, etc.) considering the existing level of mature visitation and nature of dense activity in the area and growth trends in the corridor as well as other successful local funding tools used elsewhere. There should also be an analysis of federal and State transportation funding that may be used in partnership and the prospects for such partnership funding. Other Financial Feasibility Considerations are included in Task 9 of this RFP.

The Consultant shall provide successful examples of projected 1, 3, and 5 year pro forma ridership/revenues and operating costs for a transit system prepared by the Project Manager compared to the actual ridership/revenues and operating costs for the 1, 3, and 5 year ridership/revenues and operating costs for the same system.

The Consultant also shall evaluate available local, state and federal funding sources as well as financing options to determine if the alternative concepts are financially feasible.

The results of this section will be documented in the Financial Feasibility section of the Transit Feasibility and Technology Assessment Report.

## **6.5 Air Quality**

The Consultant shall monitor carbon monoxide and perform an Air Quality Analysis which will be documented in an Air Quality Report. The Consultant services will be in compliance with applicable Federal, State and local regulations, including 40 CFR 93, the Florida Department of Environmental Protection Rule, Chapter 62-204 F.A.C. and the Florida Department of Transportation Rule 14-50 F.A.C. The results of the tasks below will be documented in an air quality report and summarized in the Transit Feasibility and Technology Assessment Report.

Specific tasks to be performed by the Consultant shall include, but not be limited to the following.

- Monitoring – Measure carbon monoxide and meteorological parameters in the field.

- Analysis – Perform Air Quality Screening Tests, Air Quality Desk Top Review analyses and data entry for Air Quality Modeling in accordance with procedures and methodologies outlined in the FDOT PD&E Manual, Part 2 Chapter 6.
- Evaluation – Evaluate results to determine the significance in relation to Air Quality Standards and the State Implementation Plan as appropriate.
- Reporting – Preparation of an Air Quality Report containing all the data used, results, discussion of findings, recommendations and conclusions; including any mitigative measures that might be necessary to reduce project related impacts.

## **6.6 Noise**

The Consultant shall perform a Noise Analysis which will be documented in a Noise Study Report. The Consultant services will be in compliance with applicable Federal, State and local regulations, including 23 CFR 772, F.S. 335.17 and various FHWA guidance documents. The results of the tasks below will be documented in a noise report and summarized in the Transit Feasibility and Technology Assessment Report.

Specific tasks to be performed by the Consultant shall include, but not be limited to the following.

- Monitoring – Measure noise levels in the field.
- Analysis – Collect and document data necessary and complete data entry into most currently accepted noise model in accordance with procedures and methodologies outlined in the FDOT PD&E Manual, Part 2 Chapter 17.
- Evaluation – Evaluate results to determine the significance of determined levels in relation to noise level standards.
- Recommendations – Evaluate noise abatement measures and provide preliminary design data on proposed noise abatement walls and/or other effective noise abatement measures.
- Reporting – Preparation of a Noise Study Report containing all generated data methodology results, discussion of findings, recommendations and conclusions; including any mitigation measures that might be necessary to reduce construction and other project related impacts.

## **6.7 Deliverables**

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

- Community Impacts Matrix
- Right-of-way Cost Estimation Package

- Air Quality Report
- Noise Study Report

### **6.8 Pay Items**

Work to be completed under this section by the Consultant shall be paid for under the following pay items as listed in the Activity and Fee Schedule.

- Community Impacts Matrix
- Right-of-way Cost Estimation Package
- Air Quality Report
- Noise Study Report

### **Task 7 Conceptual Design**

The Consultant shall analyze the benefits and impacts associated with the Alternative Alignment Improvement Concept as well as the No-Build Concept. The results of the analysis of the Alternative Improvement Concepts shall be documented in the Transit Feasibility and Technology Assessment Report. The analysis to be performed for each alternative shall specifically include safety, cost, conformance to long range plans, good engineering practices and environmental considerations, some of which are more particularly described below:

#### **7.1 Alternative Typical Sections**

Based on the draft Design Traffic and Transit Technical Memorandum, the existing corridor context, drainage considerations, transit and multimodal needs and other available information, the Consultant shall consider alternative typical sections and shall develop up to four (4) alternative typical sections that can be contained within existing road rights-of-way.

#### **7.2 Right-of-way Impacts**

The consultant shall, in coordination with the Orange County Project Manager, coordinate with the County Attorney's Office, Orange County Engineering Division Right-of-Way Section and the Orange County Real Estate Management Division Appraisal Section during the development of the Alternative Improvement Concepts to document the need for additional right-of-way and to minimize compensable impacts to private properties associated with each viable alternative. This evaluation effort shall include:

- Inspection of potential affected properties in the field to determine the extent of compensable impacts on each parcel associated with each viable alternative, and whether such impacts can be reduced in a cost-effective manner.

- Consideration of site access, onsite drainage, onsite parking, onsite utilities, including septic systems, and any other existing facilities that may be impacted by each viable alternative improvement concept, including financial impacts to existing businesses.
- Meetings with potentially affected property owners to obtain their input on viable alternative alignments and configurations of the proposed improvements in those cases where various options exist, for example, where the shape and location of retention ponds can be configured to meet property owner's preferences.

### **7.3 Station Locations**

The Consultant shall coordinate with the Orange County Convention Center, I-Drive Business Improvement District (operators of the I-Ride Trolley), I-Drive Resort Area Chamber of Commerce and LYNX to evaluate the existing I-Ride Trolley stations for validation of existing station needs and locations as well as relocation of stations and new stations. The Consultant shall also evaluate the most appropriate station platforms, safety, technology, comfort, and other accoutrements for transit compatibility and user experience.

The consultant shall evaluate the location and schedule coordination of transfer stations at the interface of the proposed premium transit system and the existing I-Ride Trolley. It is assumed the existing I-Ride Trolley service will continue to operate north of Sand Lake Road and south of Destination Parkway.

### **7.4 Utilities**

The Consultant shall identify all utilities located within the study corridor which may influence improvement locations and planning considerations. The effort shall include but not limited to contacting the 811 Utility Location Services to determine what utilities are present in the study corridor as well as contacting the utility providers to determine future utility plans. The Consultant shall document the findings of the utility investigation in the Transit Feasibility and Technology Assessment Report.

### **7.5 Geometric Constraints**

The Consultant shall establish survey control over the roads listed in Section 3.3 and evaluate the geometrical constraints presented by the built condition and the transit specifications evaluated.

### **7.6 Access Management Determination**

The Consultant shall review the current Florida Department of Transportation State Highway System Access Management classifications and define alternative access management concepts for the County that may be applicable to this project. Access management plans shall be shown on aerial base maps for each alternative concept.

The Consultant shall evaluate the effects of at least two (2) alternative access management concepts that appear to be most applicable considering traffic circulation, access to individual properties and other applicable criteria and recommend the most appropriate application for each road listed in Section 3.3.

### **7.7 Conceptual Drainage Design**

The Consultant shall perform a preliminary drainage analysis of each alternative to determine the potential outfall locations and preliminary sizes (volume and area) of required detention and/or retention facilities for stormwater treatment and attenuation. This analysis shall also address off-site and bypass systems within each viable alternative corridor including the sizing of closed systems. The Consultant shall evaluate the need for stormwater facility adjustments and/or additional facilities for each basin as a result of the alternatives being studied. Stormwater facilities proposed outside the existing right-of-way shall be coordinated with the property owner to determine the owner's preferred location within the property. The evaluation shall also consider permitability, avoidance of wetland and floodplain impacts, outfall availability, hydraulics and County standards. A matrix shall be developed to compare the cost of each alternative stormwater facility, including costs for permitting, property acquisition and construction. The findings shall be documented and appended to the Transit Feasibility and Technology Assessment Report. The Consultant shall provide a digital copy of associated Interconnected Channel and Pond (ICPR) output files to the County, if applicable.

Wetland and/or Upland Impacts – The Consultant shall estimate the acres of wetlands and/or equivalent uplands impacted by each alternative and identify potential mitigation strategies, including costs.

Flood Plain Impacts – The Consultant shall estimate the extent of flood plain encroachment of each alternative improvement concept and identify potential floodplain compensation alternatives and costs.

Threatened & Endangered Species Impacts – The Consultant shall quantify/qualify the potential impacts to threatened and endangered plant and animal species and their habitats associated with each alternative and shall identify potential mitigation strategies and costs. The Consultant shall coordinate with regulatory agencies to identify permitability of impacts of the recommended alignment to Threatened and Endangered Species.

Contaminated Sites Impacted – The Consultant shall identify the location of any contaminated or potentially contaminated sites, known extent of contaminated soil, groundwater and/or surface water and the location of pollutant storage tanks or other regulated materials storage areas or vessels in each alternative and shall recommend whether a Phase II Environmental Site Assessment is necessary.

### **7.8 Alternatives Comparison Matrix**

The Consultant shall prepare and submit to the County Project Manager and staff an Alternatives Evaluation and Comparison Matrix. The Consultant shall prepare an evaluation matrix to document and compare the results of the evaluation tasks. This matrix shall be used to clearly identify the most viable improvement concept and vehicle comparison. It



shall be prepared in a manner suitable for presentation to the public. The draft matrix shall be provided at least thirty (30) days in advance of the Kick-Off Alternatives Information Public Meeting to allow the County's review comments to be incorporated into the matrix prior to the Kick-Off Alternatives Improvement Public Meeting. The matrix shall be updated prior to the Recommended Improvement Concept Public Meeting to reflect the Recommended Improvement.

## **7.9 Deliverables**

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

- No Build Alternative
- Alternative Typical Sections
- Access Management, Evaluation and Concept
- Alternative Alignment Improvement Concepts and Maps, to include:
- Cost Analysis
- Conformance to Transportation Plans Analysis
- Land Use and Development Plan Analysis
- Community Needs and Preferences Analysis
- Conceptual Drainage Analysis
- Wetlands and/or Upland Impact Analysis
- Floodplain Impact of Alternatives
- Threatened and Endangered Species Impact of Analysis
- Contaminated Sites Analysis
- Geotech Analysis
- Draft and Final Alternatives Comparison Matrix
- Digital Copy of ICPR Output Files, if applicable

## **7.10 Pay Items**

Work to be completed under this section by the Consultant shall be paid for under the following pay items as listed on the Activity and Fee Summary.

- No Build Alternative

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- Alternative Typical Sections
- Access Management, Evaluation and Concept
- Alternative Alignment Improvement Concepts and Maps, to include:
- Cost Analysis
- Conformance to Transportation Plans Analysis
- Land Use and Development Plan Analysis
- Community Needs and Preferences Analysis
- Conceptual Drainage Analysis
- Wetlands and/or Upland Impact Analysis
- Floodplain Impact
- Critical and Strategic Habitats Impact Analysis
- Wildlife Corridor Impact Analysis
- Threatened and Endangered Species Impact of Analysis
- Archaeological and Historic Feature Analysis
- Contaminated Sites Analysis
- Geotech Analysis
- Draft and Final Alternatives Comparison Matrix
- Digital Copy of ICPR Output Files, if applicable

### **Task 8 Evaluation of Proposed System**

The Consultant shall evaluate the design criteria and specifications tailored for a range of modern transit vehicles manufactured to operate within the context of this study area and for a duration that meets the design year of this Transit Feasibility and Technology Assessment. The Consultant shall also evaluate the number of vehicles needed to maintain an acceptable level of service through the opening/interim/design year, additional right-of-way requirements for vehicle operation, maintenance and storage, traction power systems and an estimated maintenance and lifecycle schedule. The Consultant shall develop a vehicle comparison matrix to summarize the evaluation of transit alternatives.

## **8.1 Operational Plans**

The Consultant shall evaluate the existing transit services in the study corridor and develop an operational plan for station locations, travel times between stations, headway frequency, fare structure, vehicle service intervals, hours of service and annual vehicle miles traveled.

## **8.2 Ridership Forecasts**

The Consultant shall review existing and future land use and zoning plans, tourism projections and the last five (5) years of I-Ride Trolley ridership and other statistical information to forecast ridership for the opening, mid and design year. The results of this analysis shall be documented in a Ridership Technical Memorandum and summarized in the Transit Feasibility and Technology Assessment Report.

## **8.3 Capital Cost Estimates**

Based on the Recommended Improvement Concept the Consultant shall develop present day cost estimates for the installation of a fixed guideway or other premium transit recommendation, stations, vehicles, utilities structures, right-of-way, electrification, upgrades to the signalization system, modifications to the In-Sync traffic control system, development and deployment of a travel time information system, maintenance and support facilities and contingencies.

## **8.4 Operating and Maintenance Cost Estimates**

The Consultant shall estimate O&M costs for each alternative by entering the appropriate operating statistics and system characteristics of the alternatives in the analysis year. The calculation of operating statistics (peak vehicles, annual vehicle-miles, train-hours, etc.) shall be based on the projected peak load of each system.

The Consultant shall develop capital cost estimates for each design alternative. The cost estimate is to be developed using capital cost data from similar transit projects in other urban areas, adjusted to local conditions which include start up and life cycle costs.

## **8.5 Deliverables**

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

- Vehicle Comparison Matrix
- Transit Operational Plan
- Ridership Technical Memorandum
- Capital Cost Estimates
- Operational and Maintenance Cost Estimates

## 8.6 Pay Items

Work to be completed under this section by the Consultant shall be paid for under the following pay items as listed in the Activity and Fee Schedule.

- Vehicle Comparison Matrix
- Transit Operational Plan
- Ridership Technical Memorandum
- Capital Cost Estimates
- Operational and Maintenance Cost Estimates

## Task 9 Transit Feasibility and Technology Assessment Report

This report will be assembled by incorporating the previously developed reports documenting earlier tasks in the study. This report will identify a Locally Preferred Alternative (LPA) related to the transit technology, alignment, stations, and storage/maintenance facility to be developed in the I-Drive District.

### 9.1 Deliverables

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

- Transit Feasibility and Technology Assessment Report shall:
- **Confirm the projections of ridership, fare box, operating costs, etc. apply modern conservative guidelines possibly such as the federal standards from FTA.**
- **Allow for consideration of the various vehicle types and the long term efficiency in terms of fuel types, fuel use costs, long term maintenance, operational staffing (manned vs. unmanned) and security concerns (hacking, crime, etc.).**
- **Allow for consideration of the cost and customer satisfaction impacts of various days and hours of service particularly in connection to the availability of other transportation options effectively available during various times of day.**
- **Develop a cost estimates that prioritizes safety impacts for system passengers, pedestrians and other vehicles in the corridor, as well as other internal vehicle risks and external corridor risks.**

- **Allow for consideration of cost and risk differences (insurance, liability, staffing, public relations, etc.) for various forms of operation such as operated by the County, operated by quasi-governmental LYNX or SunRail or the I-Drive Transit District, operated by a contracted private company, etc.**
- **Promote awareness that as the project moves forward a sensitivity analysis with +/- 10% and +/- 25% ridership impacts and the likely factors that could enhance or reduce ridership. Also, the concept of planning for various ridership levels (which could be very seasonal/event specific – large conventions versus typical conventions/tourists) could develop two or three levels of service in later stages.**
- **Contain a Certification of estimated project revenues for economic feasibility determination.**

## **9.2 Pay Items**

Work to be completed under this section by the Consultant shall be paid for under the following pay items as listed in the Activity and Fee Schedule.

- Transit Feasibility and Technology Assessment Report

## **Task 10 Implementation Plan**

This Consultant shall develop an implementation plan that contemplates production phasing, programming strategies, public outreach and funding.

### **10.1 Phasing Plan**

The Consultant shall identify the steps and milestones required to advance from the current Transit Feasibility and Technology Assessment study to project implementation. Specific elements include:

- Preparation of an outline of the project development process under a Federal (FTA) funded project and a non-federalized project
- Identification of target opening dates under each alternate processes
- Drafting the Phasing Plan portion of the project report

## **10.2 Programming Strategies Report**

The Consultant shall identify the required local, regional, state and Federal approvals and clearances required for project implementation. Specific elements include:

- Identifying the federal, state, regional and local regulations applicable to the recommended transit mode of operation and the steps necessary to address each
- Identifying the level of environmental review and documentation required
- Outlining the required amendments to regulations, county ordinances or adopted plans
- Drafting the Programming Strategies portion of the project report

## **10.3 Public Outreach Plan**

The Consultant shall develop an outline for a public outreach plan for the various phases to project opening. Specific elements include:

- Drafting a public outreach and education program outline
- Identifying key participants and stakeholders including the business community required for a successful public outreach program
- Identifying local project advocates
- Preparation of the Public Outreach Plan

## **10.4 Funding Application Package**

The Consultant shall prepare a funding application package for the recommended transit system. Specific elements include:

- Completing a New/Small Starts application submittal package
- Recommendations for adjusting future budgets for the anticipated year of expenditure dollars
- Identifying the most probable funding sources addressing both the capital and O&M costs
- Identifying an estimate of the level of contribution for selected funding sources
- Preparation of the Funding Plan portion of the project report

- Tourist Development Tax funding under 125-01.04 F.S. can play a very limited role in the funding of this project, possibly only funding a station in connection with the OCCC.
- Allow for consideration of leasing versus buying the rolling stock by the county versus leasing the corridor to an operator to acquire the rolling stock and operate the system.
- Include the financial impacts of sensitivity analysis with +/- 10% and +/- 25% ridership impacts.

## **10.5 Deliverables**

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

- Phasing Plan
- Programming Strategies Report
- Public Outreach Plan
- Funding Application Package

## **10.6 Pay Items**

Work to be completed under this section by the Consultant shall be paid for under the following pay items as listed in the Activity and Fee Schedule.

- Phasing Plan
- Programming Strategies Report
- Public Outreach Plan
- Funding Application Package

\*The County uses PFM Financial Advisors LLC/Public Financial Management, Inc., a Registered Municipal Advisor, under contract to the County for financial advisory services. The County will retain exclusive use of PFM to assist the County in evaluating the financial solutions to funding any resulting project during the term of the PFM contract with the County.

**CONTRACT**

**Y18-806**

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 INTERNATIONAL DRIVE TRANSIT FEASIBILITY AND ALTERNATIVE TECHNOLOGY ASSESSMENT

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 INTERNATIONAL DRIVE TRANSIT FEASIBILITY AND ALTERNATIVE TECHNOLOGY ASSESSMENT Project. The scope of services/special provisions is described in Exhibit A, Scope of Services, entitled, "INTERNATIONAL DRIVE TRANSIT FEASIBILITY AND ALTERNATIVE TECHNOLOGY ASSESSMENT", 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 fee \$>\_\_\_\_\_said compensation to be paid as set forth herein. Payment shall be based upon method(s) established at time of award.
- B. **PAYMENTS:** The COUNTY shall pay the CONSULTANT in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

Progress payments shall be due and payable monthly in proportion to the percentage of work approved and accepted, in writing, by the COUNTY. All invoices shall be prepared in the format prescribed by the COUNTY. When an invoice includes charges from a subconsultant, the subconsultant's invoice/backup shall accompany the CONSULTANT'S invoice. A separate Pay Item Breakdown sheet for the CONSULTANT and each subconsultant shall accompany each invoice. The CONSULTANT'S Pay Item Breakdown sheet shall include, in aggregate, the CONSULTANT'S and subconsultant's pay items.

All requests for payment must be accompanied by a narrative description of the scope of services from Exhibit A performed by the CONSULTANT and subconsultants during the period covered by the invoice. The narrative shall also describe the work to be performed during the next billing period. See additional requirements regarding M/WBE subconsultants specified in Article XIII-D.

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

F. **TRAVEL AND PER DIEM**: Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statute, and Exhibit C, attached.

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

H. **MULTIPLIERS**

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

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

I. **PRICE ADJUSTMENT**

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

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

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

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

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

### **III**

#### **DESIGN WITHIN FUNDING LIMITATIONS**

**NOT APPLICABLE FOR THIS CONTRACT**

### **IV**

#### **RESPONSIBILITY OF THE CONSULTANT**

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

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

G. For contracts requiring design services, the CONSULTANT shall comply with the following requirements:

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

## V

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

The COUNTY shall:

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

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

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

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

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

**A. TERMINATION FOR DEFAULT:**

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

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

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

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

otherwise directed by the County the CONSULTANT shall:

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

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

**B. TERMINATION FOR CONVENIENCE:**

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

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

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

**D. TERMINATION NOTICE**

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

**VIII**  
**INDEMNITY/INSURANCE AND SAFETY REQUIREMENTS**

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

Consultant under this contract. Consultant is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

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

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

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

#### Required Coverage:

- Commercial General Liability - The Consultant shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 per occurrence. Consultant further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

#### Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.  
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.  
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- Business Automobile Liability - The Consultant shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Consultant does not own automobiles the Consultant shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- Workers' Compensation - The Consultant shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Consultant using an employee leasing company shall complete the Leased Employee Affidavit.

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 **365** days after Notice to Proceed.
- B. **JOB SEGMENT DEADLINES:** A detailed segment completion schedule has been approved by the COUNTY. Said segment completion schedule is attached hereto as Exhibit D and made a part hereof by this reference. The purpose of this schedule is to:
  - 1. Provide job segment deadlines for the CONSULTANT upon which the COUNTY may rely;
  - 2. Provide guidance for the COUNTY in honoring the CONSULTANT'S monthly invoices for progress payments called for in Article II(B) hereof; and
  - 3. Provide a framework against which the COUNTY may suspend progress payments as provided in Article II C hereof.
- C. **CONFERENCES:** The COUNTY will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of the COUNTY, or of other agencies interested in the Project on

behalf of the COUNTY. Either party to the Contract may request and be granted a conference.

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

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

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

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

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

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

and COUNTY shall, upon request of CONSULTANT, meet to assess the services remaining to be performed and the total fees paid to CONSULTANT hereunder.

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

## **XII STANDARDS OF CONDUCT**

- A. The CONSULTANT represents that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract.
- B. The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, 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 subconsultant responsibility to submit the required monthly M/WBE utilization reports to the prime and the final M/WBE payment verification form to the Business Development Division.

**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 contact 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, 2<sup>nd</sup> Floor, Orlando, FL 32801**  
**407-836-5897**  
[ProcurementRecords@ocfl.net](mailto:ProcurementRecords@ocfl.net)

BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA

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**Signature**

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

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Title

---

Name Typed or Printed

---

Date (for County use only)

**REQUEST FOR PROPOSALS**

**#Y18-806-CH**

**INTERNATIONAL DRIVE TRANSIT FEASIBILITY AND ALTERNATIVE TECHNOLOGY  
ASSESSMENT**

**DUE 2:00 P.M. – February 15, 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: \_\_\_\_\_

<b><u>PRIME</u></b> 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				
Project Manager				
Assistant Project Manager				
Project Construction Administrator				
Other Key Member ( )				
Other Key Member ( )				
<b><u>SUBCONSULTANT</u></b> 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).**

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

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

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

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





**LOCATION (continued)**

**AFFIDAVIT**

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

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

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

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

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

(seal)

Date \_\_\_\_\_

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

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

## **SIMILAR PROJECTS**

### **PROJECT MANAGER**

USING PAGES D1 – D3 only - List up to three SIMILAR PROJECTS, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST FIFTEEN (15) YEARS, which most closely match the scope of work in this RFP, as identified in similar project description, wherein the proposed Project Manager has served as either the Project Manager or the Assistant Project Manager of the Prime Consulting Firm on two (2) of the similar projects listed for a substantial majority of the project activities and duration and for the remaining similar project listed; the individual must have served as the Project Manager for a substantial majority of the project activities and duration IN THE SAME CAPACITY with your firm, or other firms.

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

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

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

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

Professional Engineer registered in the State of Florida ___ Yes
OR
Certified Planner (A.I.C.P.) ___ Yes
Served as: _____ Project Manager _____ Assistant Project Manager

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

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

Firm:  
Summary of Work:

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

Professional Engineer registered in the State of Florida ___ Yes OR Certified Planner (A.I.C.P.) ___ Yes  Served as: _____ Project Manager    _____ Assistant Project Manager
---

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

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

Firm:  
Summary of Work:



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

Professional Engineer registered in the State of Florida \_\_\_ Yes

OR

Certified Planner (A.I.C.P.) \_\_\_ Yes

Served as: \_\_\_\_\_ Project Manager \_\_\_\_\_ Assistant Project Manager

3. Project Name:

Owner:

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

Design or Consulting Fee:

Design or Consulting Completion Date:

(month/year)

Firm:

Summary of Work:

## **SIMILAR PROJECTS**

### **ASSISTANT PROJECT MANAGER**

USING PAGES E1 – E3 only - List up to three SIMILAR PROJECTS, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST FIFTEEN (15) YEARS, which most closely match the scope of work in this RFP, as identified in similar project description, wherein the proposed assistant project manager has served as the Project Manager, Assistant Project Manager, Design Engineer or Planner of the Prime Consulting Firm on two (2) of the similar projects listed for a substantial majority of the project activities and duration and for the remaining similar project listed; the individual must have served as Project Manager or Assistant Project Manager for a substantial majority of the project activities and duration IN THE SAME CAPACITY with your firm, or other firms.

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

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

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

Proposed Assistant Project Manager: \_\_\_\_\_

Professional Engineer registered in the State of Florida ___ Yes
OR
Certified Planner (A.I.C.P.) ___ Yes
Served as: _____ Project Manager _____ Assistant Project Manager
_____ Design Engineer _____ Certified Planner

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

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

Firm:  
Summary of Work:

Proposed Assistant Project Manager: \_\_\_\_\_

Professional Engineer registered in the State of Florida ___ Yes
OR
Certified Planner (A.I.C.P.) ___ Yes
Served as: _____ Project Manager _____ Assistant Project Manager
_____ Design Engineer _____ Certified Planner

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

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

Firm:  
Summary of Work:

Proposed Assistant Project Manager: \_\_\_\_\_

Professional Engineer registered in the State of Florida	___	Yes		
OR				
Certified Planner (A.I.C.P.)	___	Yes		
Served as:	_____	Project Manager	_____	Assistant Project Manager
	_____	Design Engineer	_____	Certified Planner

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

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

Firm:  
Summary of Work:

## **FORM F**

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

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

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

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

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

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

**CHECK ONE**

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

**OR**

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

**LITIGATION STATEMENT**

**CHECK ONE**

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

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

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

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

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

\_\_\_\_\_  
TITLE

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



**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													
<b>MALE SUBTOTAL</b>													
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													
<b>FEMALE SUBTOTAL</b>													
<b>TOTAL</b>													

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 Orange County's Project Manager and the Business Development Division. Such approval shall in no way relieve my obligations pursuant to Orange County's M/WBE requirements and goals contained in the Orange County Minority/Women Business Enterprise Ordinance, No. 94-02/2009-21, as modified.

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

I, \_\_\_\_\_, (M/WBE Sub-Consultant) understand that "It is my responsibility to submit the required Monthly 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 Orange County's Project Manager and the Business Development Division. Such approval shall in no way relieve my obligations pursuant to Orange County's Service-Disable Veteran Business Program requirements contained in the Orange County Ordinance, Orange County Code, Chapter 17, Article III, Division 5.

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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

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

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

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

*For Staff Use Only:*

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

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

Specific Project Expenditure Report (Revised November 5, 2010)

For use as of March 1, 2011

**INTERNATIONAL DRIVE TRANSIT FEASIBILITY AND ALTERNATIVE  
TECHNOLOGY ASSESSMENT**

Case or Bid No. **Y18-806 -CH**

**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

**INTERNATIONAL DRIVE TRANSIT FEASIBILITY AND ALTERNATIVE  
TECHNOLOGY ASSESSMENT**  
Case or Bid No. **Y18-806 -CH**

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

**Part II  
Expenditures:**

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

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

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

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

*For Staff Use Only:*

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

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

Specific Project Expenditure Report (Revised November 5, 2010)

For use as of March 1, 2011

**INTERNATIONAL DRIVE TRANSIT FEASIBILITY AND ALTERNATIVE  
TECHNOLOGY ASSESSMENT**

Case or Bid No. **Y18-806 -CH**

For Staff Use Only:

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

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

Specific Project Expenditure Report (Revised November 5, 2010)

For use as of March 1, 2011

**INTERNATIONAL DRIVE TRANSIT FEASIBILITY AND ALTERNATIVE TECHNOLOGY ASSESSMENT**

Case or Bid No. **Y18-806 -CH**

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 **Y18-806 -CH**

**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 **Y18-806 -CH**

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

**Part II**

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

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

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

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

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

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

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

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(Use additional sheets of paper if necessary)



*For Staff Use Only:*

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

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

Bid Number **Y18-806 -CH**

**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. Y18-806-CH, INTERNATIONAL DRIVE TRANSIT FEASIBILITY AND  
**ALTERNATIVE TECHNOLOGY ASSESSMENT**, 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 Y18-806-CH**

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

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

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The undersigned does hereby certify that the above named consultant:

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

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

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

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

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

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

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

**DISPLACED WORKERS  
PROPOSED HIRING INFORMATION**

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

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

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

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

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

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

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

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

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

Verification: I certify that the above individuals are displaced workers

Individual Complete Name:

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

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

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

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

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

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

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

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

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

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

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

# SAMPLE DO NOT USE

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

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

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

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

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

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

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

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

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

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

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

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

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



# SAMPLE DO NOT USE

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

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

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

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

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

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

COMMERCIAL GENERAL LIABILITY  
CG 24 04 0509

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

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

This endorsement modifies Insurance provided under the following:

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

### SCHEDULE

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

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

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

