



**ORANGE COUNTY BOARD OF
COUNTY COMMISSIONERS**
PROCUREMENT DIVISION

Issue Date: January 25, 2019

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Orange County, Florida, henceforth referred to as the County is accepting sealed proposals for:

**REQUEST FOR PROPOSALS #Y19-192-TJ, PROFESSIONAL SERVICES FOR
DEVELOPMENT AND ADMINISTRATION OF OWNER-CONTROLLED
INSURANCE PROGRAM (OCIP)
TERM CONTRACT**

Copies of the Request for Proposals (RFP) documents may be obtained from the Orange County Procurement Division at the below address. Copies may be requested by phoning (407) 836-5635 or by download from the Internet at: <http://apps.ocfl.net/orangebids/bidopen.asp>

PROPOSAL SUBMISSION DUE DATE:

Sealed proposals in an **original** and **eight (8) copies** for furnishing the above will be accepted up to **2:00 PM (local time), Thursday, February 28, 2019**, in the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

PRE-PROPOSALS CONFERENCE:

A **Non- Mandatory Pre-proposal Conference will be held on Monday, February 4, 2019, 1:00 PM, located at 400 E. South Street, Second Floor Conference Room, Orlando, Florida 32801.** Attendance is not mandatory but is encouraged.

NOTICE TO PROPOSERS:

To ensure that your bid 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 Todd Jackson, Senior Purchasing Agent at Todd.Jackson@ocfl.net.

QUESTIONS:

All questions or concerns regarding this Request for Proposals shall be submitted by email to Todd.Jackson@ocfl.net, no later than 5:00 PM **Monday, February 18, 2019** to the attention of Todd Jackson, Procurement Division, referencing the RFP number.

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE</u>
SECTION 1: GENERAL TERMS AND CONDITIONS	1-12
- INSTRUCTION TO PROPOSERS	1
- QUESTIONS REGARDING THIS RFP	1
- CONTRACT TERM	2
- INSURANCE REQUIREMENTS	2
- WITHDRAWAL OF PROPOSAL	5
- REFERENCE CHECKS	8
- CONFIDENTIAL INFORMATION	9
- MISTAKES	10
SECTION 2: SPECIFICATIONS/SCOPE OF SERVICES	1-12
SECTION 3: PROPOSAL SUBMISSION REQUIREMENTS AND DOCUMENTATION	1-11
- STATEMENT OF NO PROPOSAL	1
- SEALED RESPONSE SUBMITTAL LABEL	1
- PREREQUISITE REQUIREMENTS	2
- PROPOSAL FORMAT	3-11
SECTION 4: SELECTION CRITERIA	1
SECTION 5: ATTACHMENTS	
- FEE SCHEDULE	1
- PROPOSAL COVER PAGE	2
- ACKNOWLEDGEMENT OF ADDENDA	3
- AUTHORIZED SIGNATORIES/NEGOTIATORS	4
- DRUG-FREE WORKPLACE FORM	
- CONFLICT/NON-CONFLICT OF INTEREST FORM	
- E-VERIFICATION CERTIFICATION	
- RELATIONSHIP DISCLOSURE FORM	
- RELATIONSHIP DISCLOSURE FORM - FREQUENTLY ASKED QUESTIONS (FAQ)	
- ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT	
- EXPENDITURE REPORT- FREQUENTLY ASKED QUESTIONS (FAQ)	
- LOCATION FORM	
- AGENT AUTHORIZATION FORM	

- LEASED EMPLOYEE AFFIDAVIT
- INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY
- EQUAL OPPORTUNITY WORKFORCE SCHEDULE
- SCHEDULE OF SUB-CONTRACTING - M/WBE PARTICIPATION FORM
- SCHEDULE OF SUB-CONTRACTING - SDV PARTICIPATION FORM
- DISPLACED WORKER PROPOSED HIRING INFORMATION
- LETTER OF INTENT (VERIFICATION OF M/WBE UTILIZATION)
- LETTER OF INTENT (VERIFICATION OF SDV UTILIZATION)
- DRAFT CONTRACT

SECTION 1
GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

1. INSTRUCTIONS TO PROPOSERS

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

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

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

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

2. QUESTIONS REGARDING THIS RFP

All questions or concerns regarding this Request for Proposals must be submitted in writing, by email as indicated on the coverage of this RFP, referencing the RFP number. When required the Procurement Division will issue an addendum to the Request for Proposals. The addendum will be available on the Internet for access by potential proposers. Proposers are instructed not to contact the initiating division directly.

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

Any proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement. **However, you may contact the Purchasing Agent at any time during this process, including during the Black Out Period.**

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 Procurement Division Manager.

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

3. CONTRACT TERM

It is the intent of the County to enter into a five (5) year term contract, with renewal clause for one (1) additional one (1) year term for services as described herein.

4. 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 respondent to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its sole discretion.

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

5. INSURANCE

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

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

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

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

Required Coverage:

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

Required Endorsements:

Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations

Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.

Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000 (One million) 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 Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

Waiver of Subrogation- WC 00 03 13 or its equivalent

Additional Required Coverage:

Professional Liability- with a limit of not less than \$2,000,000 per occurrence/claim

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

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

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

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

The certificate holder shall read:

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

6. POST AWARD MEETING

Within seven (7) business days after receipt of notification of award, Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

7. ACCEPTANCE/REJECTION/CANCELLATION

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

The County also reserves the right to reject the proposal of any proposer who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. The County reserves the right to inspect all facilities of proposers in order to make a determination as to the foregoing.

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

8. 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.

9. CLARIFICATION

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

10. WITHDRAWAL OF PROPOSAL

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days, to provide to the County the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.

11. SEALED PROPOSALS

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

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

Proposers are encouraged to utilize the label provided herein.

12. PROPOSAL PREPARATION

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

13. ACCOUNTING SYSTEM

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

14. SHORTLISTS, PROTESTS AND LOBBYING

The recommended award will be posted for review by interested parties at the Procurement Division and at: <http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

Orange County Lobbyist Regulations General Information

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

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

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

Orange County Protest Procedures

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

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

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

15. PUBLIC ENTITY CRIME

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

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

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

16. AVAILABILITY OF FUNDS

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

17. TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars,

cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

18. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term, and an express requirement that Contractors include in such subcontracts the requirement that subcontractors 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 subcontractor 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 the contract.

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

19. SCHEDULE OF SUBCONTRACTING

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

20. EQUAL OPPORTUNITY

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

Further, the Contractor shall abide by the following provisions:

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

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

21. CONFLICT OF INTEREST

The award is subject to provisions of applicable State Statutes and County Ordinances. All proposers must disclose with their offer the name of any officer, director, or agent who is also an employee of Orange County. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Proposer's firm or any of its branches. Should the Contractor permanently or temporarily hire any County employee who is, or has been, directly involved with the Contractor prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the County.

22. 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.
- C. The significant weaknesses or deficiencies in the proposal in response to the requirements of the solicitation.
- D. If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.
- E. If applicable, a summary of the rationale for award.
- F. Responses to any relevant questions of the Proposer.

Untimely debriefing requests will also be considered.

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

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

24. CONFIDENTIAL INFORMATION

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

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

Orange County is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor 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 Contractor does not transfer the records to Orange County.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to Orange County all public records in possession of the Contractor or keep and maintain public records required by Orange County to perform the service. If the Contractor transfers all public record to Orange County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor 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 Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT :

PROCUREMENT PUBLIC RECORDS LIAISON

400 E. SOUTH STREET, 2ND FLOOR, ORLANDO, FL 32801
PROCUREMENTRECORDS@OCFL.NET, 407-836-5897

26. FEDERAL AND STATE TAX

The County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Manager, Procurement Division will sign an exemption certificate submitted by the Contractor.

Contractors doing business with the County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Contractor be authorized to use the County's Tax Exemption Number in securing such materials.

27. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

If a proposer considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Procurement Division prior to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Request for Proposals.

28. MISTAKES

In the event of extension error(s), the unit prices will prevail and the proposer's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Proposer's total will be corrected accordingly. Any discrepancy between words and numbers will be resolved in favor of the written words. Proposers must check their submissions where applicable. Failure to do so will be at the Proposer's risk. Proposals having erasures or corrections must be initialed in ink by the Proposer.

29. CONTRACTUAL AGREEMENT

This solicitation shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), solicitation, and proposal. Any and all legal actions associated with this Request for Proposals and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

30. PAYMENT TERMS/DISCOUNTS

The County's payment terms are in accordance with Florida Statute 218, Local Government Prompt Payment Act. Cash discounts for prompt payment will be considered in determining the lowest net cost for fee proposal evaluation purposes. Notwithstanding the above, discount payment terms shall not be less than net 30 calendar days from receipt of correct invoice.

31. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

- A. The prices in this offer have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor.

- B. Unless otherwise required by law, the prices which have been offered in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other Proposer or to any competitor; and,
- C. No attempt has been made or shall be made by the Proposer to induce any other person or Proposer to submit or not to submit an offer for the purpose of restricting competition.

32. FEDERAL REQUIREMENTS

In the event this Contract is paid in whole or in part from any federal government agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

Equal Employment Opportunity: For any federally assisted construction contract, as defined in 41 CFR 60-1.3, the contractor, subcontractor, subrecipient shall follow all of the requirements of the Equal Opportunity Clause as stated in 41 CFR 60-1.4.

Davis-Bacon Act: For any federally assisted construction contract, in excess of two thousand dollars (\$2,000), the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Davis-Bacon Act (40 U.S.C. 3141 – 3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and assisted Construction”); and the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).

For a definition of “Construction” see 48 CFR 2.101.

Contract Work Hours and Safety Standards Act: For any federally assisted contract, in excess of one hundred thousand dollars (\$100,000), that involves the employment of mechanics or laborers, the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Contract work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by Department of Labor Regulations (29 CFR Part 5).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements Appendix A. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Rights to Inventions Made Under a Contract or Agreement: For any federally assisted contract, awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the contractor, subcontractor, subrecipient agrees to all of the terms in 37 CFR 401.14(a) and (b) regarding Patent Rights and The Allocation of Principal Rights.

Clean Air Act and the Federal water Pollution Control Act: For any federally assisted contract, or subgrant, in excess of one hundred and fifty thousand dollars (\$150,000), the contractor, subcontractor, subrecipient or subgrant recipient shall comply with all of the requirements of the Clean Air Act (42 U.S.C. 7401 -7671q.) and the Federal water Pollution Control Act as amended (33 U.S.C. 1251 – 1387).

Procurement of Recovered Materials:

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- (2) Information about this requirement, along with a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Awarded Contractors are required to fully comply with all requirements outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

SECTION 2
SPECIFICATIONS / SCOPE OF SERVICES

SCOPE OF SERVICES

OVERVIEW

The Broker shall provide **Professional Services for Development and Administration of Owner-Controlled Insurance Program (OCIP)** for the Orange County Convention Center Phase V Multipurpose and Grand Concourse Improvements Project.

The Broker shall possess the technical expertise and infrastructure necessary to place and administer an OCIP and to provide a variety of risk management-related services to support the OCIP program. The Broker shall provide risk management-related services including but not limited to risk analysis, underwriting, marketing/solicitation, consultation, and policy maintenance services for the duration of the contract. The objectives of the OCIP are to:

- Reduce overall project insurance cost and expenses;
- Broaden available coverage terms and expand limits;
- Gain increased oversight over insurance, safety, communication and community relations; and
- Maintain a healthy and safe environment for employees of the County, the contractor and all sub-contractors and consultants and sub-consultants and provide a safe environment for the Convention Center's guests.

BACKGROUND AND PROJECT SYNOPSIS

The **North South Convention Way Grand Concourse** involves a closed connection of the North and South concourses, new 80,000 sf ballroom, new 60,000 sf meeting rooms and new entrance plaza at Convention Way. The main circulation goal for the expansion is to provide a continuous front of house and back of house connection between the existing North and South concourses. By separating the specific program elements and aligning them to the current western and eastern facades, a continuous 360 degree back of house corridor is created. Two (2) additional freight and two (2) additional service elevators will connect the expanded loading area on the west to the concourse level meeting rooms, the mezzanine level meeting rooms, and the ballroom in the western expansion. A single (1) additional freight and one (1) additional service elevator will connect the expanded loading area on the east to the mezzanine level meeting rooms in the eastern expansion.

On the concourse and mezzanine levels, a continuous 360 degree front of house pre-function corridor connects all four sides of the facility. A series of escalators and passenger elevators connect the two levels from the ground level pre-functions on the eastern and western sides of the expansion. Due to the length of the existing facility, and the distribution of program, a significant portion of the gross building square footage will be dedicated to front of house circulation. Throughout the facility, each individual meeting room area provides the County the unique ability to transform into larger or smaller rooms.

The **Multipurpose Hall** consists of 200,000 sq. ft. of open column-free floor space with the ability to be subdivided into smaller halls. A series of rigging points at 15 ft. centers will each have a load capacity of 1500 lbs. and encompass the entirety of the hall. Floor boxes will be located at 30 feet on center over the entire floor of the hall. A series of retractable and portable stadium

seating will allow the hall to transform into multiple staging configurations and allow for up to 20,000 person seated capacity between the portables and ground level seating. A moveable air wall is planned at the west side of the hall to allow the hall to be used as contiguous exhibit space with the existing facility exhibit space. The multipurpose hall will also have its own dedicated loading service and pantry areas. This Multipurpose Venue will have a new entrance lobby and enclosed connectivity between the North and South concourses.

These two projects shall be collectively referred to as the Project.

A firm construction schedule for the Project has not yet been developed. The Owner's Representative is on board and will be developing the schedule. The solicitations to procure an architect/engineer and construction manager at risk (CMAR) are in progress. The County anticipates awarding these contracts by August 2019. After contract award and mobilization, a construction schedule will be developed. The County anticipates mobilization of the CMAR by August 2020. The Project is anticipated to be complete by August 2023. The estimated construction cost of the project is four hundred fifty one million, three hundred forty five thousand, one hundred seventy nine dollars (\$451,345,179).

It is anticipated that the OCIP will include Workers' Compensation, General and Excess Liability and Builders' Risk insurance coverages. Other insurance coverage may be included at the sole discretion of the County. Additional services may include safety and loss prevention, on-site medical and surety assistance.

The Broker, in providing services to the County for the Project, shall functionally report to the Director of Risk Management or his/her designee. Services shall be provided through interaction, consultation and coordination with County staff and its Owner's Representative.

The County considers professional brokerage services to be an integral part of its risk management program. The professional relationship between the individuals representing the Broker and the County is of the utmost importance. The Broker shall coordinate insurer provided assets and provide a broad range of construction-focused services to the County including program administration, underwriting, marketing and solicitation services, claims management, specific and on-call construction litigation expertise, loss prevention and safety programs.

The Broker shall attend a pre-marketing conference with Risk Management and be prepared to discuss market conditions and alternatives to traditional insurance.

The Broker shall procure required insurance coverage with carriers licensed by the State of Florida and/or eligible surplus line carriers authorized to transact the required lines of business. All carriers shall have an AM Best Rating of "A- VIII" or its equivalent in the insurance industry. Insurance carriers shall have a satisfactory reputation and claims handling philosophy compatible with the County's expectations. The County reserves the right to replace carriers should any of these conditions not be met to the sole satisfaction of the County.

The OCIP insurance coverage shall have a 10-year reporting tail per the provisions of Florida's Statute 95 of Repose.

1. THE FOLLOWING SERVICES SHALL BE PROVIDED BY THE BROKER

A. Brokerage Services

The County desires a cost effective, coordinated and efficient Owner Controlled Insurance Program to protect the Project; therefore, the Broker shall be qualified to act as an independent insurance advisor to the County and proactively provide ongoing, unbiased professional advice and recommendations that benefit the County. It is especially important that the Broker be qualified to review existing coverage provided via the County's Risk Management Program and advise the County as to how best to procure coverage that does not duplicate existing coverage and fills any coverage gaps arising from construction project activities.

During the period of time the OCIP will be covering the Project, the Broker shall proactively provide ongoing review and analysis of County's insurance programs to ensure project risks are covered by OCIP insurance coverage or coverage provided via the County's program so the Project is adequately insured. The Broker shall actively assist County with risk identification and risk transfer opportunities.

The Broker shall work with the County to develop and implement a marketing strategy for the OCIP, develop underwriting and marketing specifications to competitively secure the best and essential insurance coverages at the most reasonable cost using retention, contractual transfer, or other risk financing techniques consistent with the County's Risk Management instructions.

The Broker shall identify the viable insurance markets for the OCIP and present carrier options to the County. The viable insurance markets and present carrier options shall detail the OCIP and risk financing options to the underwriters and the necessary marketing schedule that meets the County's approval and County time lines. The Broker shall provide travel and appointment considerations for all carrier and underwriter site visits and/or meetings with underwriters.

The Broker shall provide a planning report and a marketing plan to the County prior to approaching insurers. Market solicitations for the County's OCIP shall be consistent and in accordance with competitive procurement procedures and approved by County representative.

As part of the marketing and underwriting function, the Broker shall assist the County with the preparation of insurance applications, request quotes for the OCIP program, respond to the underwriters' questions, and provide additional data as requested. This includes the receipt and review of underwriters' quotes to ensure that new or renewal insurance proposals are accurate and conform to specifications.

The Broker shall advise and include the County in marketing meetings with prospective carriers. With the County's concurrence, the Broker shall negotiate and renegotiate coverage, policy limits, sub-limits, required collateral, retentions vs. deductibles, contractual endorsements, exclusions, notice requirements, reservation of rights, subrogation tasks, manuscript development, policy additions/changes/waivers, reinsurance considerations and anticipated administrative processing for selected coverage.

The Broker shall compare prior year's policies and advise the County of changes in policy form or coverage. The Broker shall recommend policy coverage or language changes as needed. The Broker shall work with carriers to design policies and programs most advantageous to County for coverage, and to prevent conflicts and coverage overlaps with other County insurance coverage. The Broker shall present all alternatives to the County in a timely manner and provide the County with copies of all correspondence (i.e., letters, reports, notices, e-mails, faxes and binders) upon request by the County from the solicitation to the detailed negotiations and confirmations between underwriters and the Broker.

Following authorization by the County, the Broker shall bind, cancel, renew and administer all placements, binders, policies, and endorsements as requested in the timetable specified by the County. This includes a review of audits, rating adjustments and loss data for policy and loss accuracy and corrections, as deemed necessary.

The Broker shall provide payment schedules and policy summaries to the County within ten (10) days of each policy inception or renewal.

The Broker shall forward all insurance policies to the County within thirty (30) business days of receipt from insurer. Insurance policies reviewed and requests for correction and endorsement processing shall be finalized with the appropriate insurer within thirty (30) days of receipt from insurer and verification provided to the County.

The Broker shall prepare all premium invoices/requests for payment and submit to the County within five (5) business days of policy inception, endorsement change, or renewal. Premium invoices shall include a due date and will be paid in accordance with Florida's Local Government Prompt Payment Act, F.S. 218.70.

The Broker shall monitor published financial information of the County's insurers and alert the County when the status of one or more of such insurers falls below the County's minimum insurance guidelines of an A. M. Best rating of "A- VIII" or when any insurer's status with the Florida Department of Insurance changes such that the insurer is no longer authorized for that class of business in the State of Florida.

The Broker shall work with the County in developing contract document language including: Insurance carrier legal agreements and insurance language for contract/subcontract agreements.

The Broker shall make recommendation as to an appropriate level of Umbrella/Excess cover required to adequately cover all OCIP participants.

The Broker shall produce copies of their standard OCIP manual and all recommended legal agreements/contracts including insurer, service providers, waivers of subrogation, joint defense agreements, etc. All said legal agreements/contracts shall be presented to the Risk Management representative for approval prior to executing.

B. Program Administration Services

Tasks shall be needed after the creation of the OCIP Manual and approved by Risk Management Representative.

The Broker shall administer the OCIP with professional services to include policy, underwriting and insurance placements, administrative services, pre-bid activity needs, enrollment process, the Broker and service providers admittance and renewal activity, payroll data gathering/entering functions, construction volume services/changes, as established in the timetable specified by the County.

The Broker shall submit other professional unbundled risk management component programs for the OCIP administration to include ongoing functional services such as badging, service provider enrollment, certificate tracking, claims administration, safety and training, monthly/quarterly loss trending/reporting, site visits and meeting requirements, annual stewardship presentation and executive summary report, and annual carrier payroll/policy audits, and actuarial services.

The Broker shall maintain with the County an updated list of 1) dedicated individuals or team assigned off-site to handle administration of policies, and 2) the dedicated individuals on-site at the Project to assist with the input and management of enrollment data and other services including follow-up procedures for delinquent enrollments/payrolls and other OCIP administrative support programs.

All dedicated staff shall be approved by the County and can be removed with or without cause. The County reserves the right, upon thirty (30) days' notice, to alter the Broker's or service provider's On-Site Administration staff responsibilities including its hours and days spent at the site and to adjust payments accordingly.

The Broker will be provided space for OCIP-related positions within the Program Management Office on-site.

The Broker shall specifically provide construction expertise/advice to ensure construction contracts and sub-contracts contain provisions which recognize coverage provided via the OCIP and do not conflict with the OCIP insurance coverage provided.

For the term of the contract, the Broker shall review the County's current operational all-risk property policy and make recommendations to take advantage of any enhancements to the coverage provided for the OCIP and therefore prevent coverage gaps. The Broker shall constantly review the Project Builder's Risk Insurance Coverage and assist the County to take advantage of any available coverage enhancements to the OCIP insurance coverage.

The Broker shall review and assist the County to take advantage of any other associated and proposed OCIP contracts, if any, that are operating simultaneously with the Project OCIP. Construction expertise is mandatory and is required to ensure the coordination of coverage provided via other Broker's insurance programs; (construction managers at risk, prime Broker, sub-Broker) therefore, contracts must be reviewed for accuracy, compliance, and contractual verbiage refinements to benefit the County.

The Broker shall ensure that a consistent meeting and reporting schedule will be met to review service levels and to advise the County's Risk Management of any market trends or industry conditions that may impact the Project OCIP and associated risk management component programs, or on an insurance related issue, as needed by the County.

Meetings and presentations shall be scheduled on a monthly and quarterly basis to include claim and safety program reviews with appropriate program personnel, program vendors, brokers, owner's representative and construction manager at risk.

The Broker shall provide certificate tracking and management for the OCIP program to include the issuance of required certificates of insurance to appropriate insureds and interested parties. Certificates of insurance shall be issued within 48 hours of request.

Additional Broker requirements for the certificate management program include an electronic/Internet certificate tracking system that shall enable the County access to a web-based system for viewing, tracking and providing required reports or notices. Certificate Tracking is an integral part of an OCIP. The Broker shall issue Worker's Compensation Policies to each enrolled service provider. They each get a unique policy number and it renews each year. Losses are reported to the NAIC and impact each enrolled Broker's Experience Modification Factor.

The Broker shall issue certificates to evidence coverage on behalf of the County.

Each enrolled Broker shall submit a certificate to evidence required off-site coverage. The Broker shall retain each certification and it shall be available to the County in case any claim arises which would trigger off-site coverage. The Broker shall provide a web-based management information system.

The Broker shall develop and manage enrollment process to include badging services, admittance into the program, maintenance of payroll data by appropriate classifications, and oversight of payroll audit process with the OCIP insurer.

The Broker shall create a program budget with the County, and benchmark against the initial program feasibility analysis to ensure the OCIP maintains continued financial benefits and ensure that the program is solid/intact and is not creating unnecessary variances.

The Broker shall oversee any outstanding letters of credit or other collateral posted with insurers and actively pursue the discharge of collateral as soon as possible.

The Broker shall prepare on an annual basis an operating budget analysis, benchmark and scorecard review, actuarial study and stewardship report due every September 30th. Following the initial feasibility study, consultation with the Broker and OCIP launch, the annual date may be amended to support program needs. The Broker can utilize either internal or external resources so long as the actuary is a “Qualified Actuary” who meets the basic education, experience, and continuing education requirements of the Specific Qualification Standard for Statements of Actuarial Opinion, NAIC Property and Casualty Annual Statement, as set forth in the Qualification Standards for Actuaries Issuing Statements of Actuarial Opinion in the United States, promulgated by the American Academy of Actuaries, and is either: 1. A member in good standing of the Casualty Actuarial Society; or, 2. A member in good standing of the American Academy of Actuaries who County been approved as qualified for signing casualty loss reserve opinions by the Casualty Practice Council of the American Academy of Actuaries”.

The Broker shall establish and continuously conduct monthly and quarterly broker meetings with the County and affected stakeholders to review the OCIP program status and results.

Time is of the essence, the County anticipates an aggressive timeline for the creation and acceptance of the OCIP manual. The Broker shall work with the County in developing an OCIP manual detailing coverage and outlining procedures required from all plan participants.

The County anticipates the Program Manual completion date to be no more than twelve months (12) from the executed contract. Upon acceptance of the Program Manual by the County, the Contractor shall invoice for a lump sum payment specific to that deliverable.

The Broker shall participate in meetings with potential contractors and sub-contractors which present OCIP details, and outline all the procedures required of participants.

The Broker shall work with the County in developing all of the necessary legal agreements related to subcontracts (joint defense agreements, waivers of subrogation, etc.).

The Broker shall work with the County in developing the management reports required so County management can be kept informed with detailed information as to the progress of the OCIP.

The Broker shall work with the County in developing the structure needed to generate reports for County, including site code and subproject structure

The Broker shall work with the County in developing the reports needed for plan participants.

The Broker shall work with the County in developing a plan for conflict resolution for all levels of OCIP stakeholders.

C. Claims Administration and Reporting Services

Tasks shall be needed after the creation of the OCIP Manual and approved by Risk Management Representative

The Broker shall maintain and provide to the County a breakdown of costs, number of personnel and an organization-flow chart associated with the broker administering the OCIP professional claims function.

For those Broker staff members who are either not fully dedicated to the Project or are located off-site, a percentage measure shall be maintained and provided to the County to ascertain amount of time expected to be provided for this contract, as well as the number of accounts other than the OCIP, for which affected Broker/Broker's staff share responsibility.

The Broker shall supplement OCIP efforts in handling and settlement of OCIP claims with insurers by (a) defining application of coverage, (b) providing draft responses on reservation of rights letters, (c) interceding in claims disputes when necessary and (d) providing backup support to the County staff.

The Broker shall facilitate monthly claim review meetings and present updated loss analysis information at quarterly OCIP stakeholder meetings. This report should include each coverage type, as applicable, a chart of claims by type/cause, medical vs. indemnity claims, etc.

The Broker shall assist insurance carriers' third party claims administrator investigate, adjust and subrogate every open reported claim in a professional manner and employing industry best practices in accordance with program expectations of claim level, multiple claimants, and frequency or severity standards.

Claim reviews shall be conducted monthly by the Broker and/or insurance carriers' third party claims administrator for specific coverage lines, and quarterly for other coverage lines, as well as for subrogation status updates/recoveries.

The Broker shall assist the County with policy review and concerns where reservations of right issues are involved. Managing litigation costs is a key component to the success of the OCIP. The Broker shall act as an intermediary between the County and the insurance carriers to ensure that carrier attorney panels have the experience necessary to litigate construction industry claims and have prior experience working with large OCIP programs. While periodic reports are not required on cases involving a one-time appearance, carrier attorneys shall be required to meet with County staff on a quarterly basis, or at the County's discretion to discuss litigation strategy and settlement issues.

The Broker shall work with the County's Risk Management, the insurance carrier and other stakeholders to select appropriate clinics and emergency medical resources to ensure that injured workers can immediately be transported to and receive expedited medical treatment and referrals to appropriate medical specialists. Where possible, the selected facilities shall be convenient to project locations, take advantage of insurance carrier PPO billing rates, and ensure the best possible treatment and expedited return to work treatment is provided for each injured worker. The Broker shall work with the selected medical facilities to minimize the paperwork needed to secure treatment for injured workers.

The Broker shall coordinate employee medical/drug testing needs for pre-employment, random, post-accident and return to work requirements. Medical and/or drug testing costs are not reimbursed by County.

The Broker and/or insurance carriers' third party claims administrator shall assist with closure of claims, in as timely a manner as possible. This includes processing in accordance with a "return to work" program implemented by the Broker.

The Broker agrees that cases involving multiple claimants and/or catastrophic losses will not be considered grounds for allocated time and expense charges against the County. The County will look to the Broker to provide advice and counsel as the Project encounters any large, complicated, severe, disputed and/or catastrophic claims. In addition, the County will look to the Broker to assist in dealing with disputes with insurance company claims departments over reserving and claims settlement authority. The Broker shall not charge additional fees to provide this service.

The Broker and County will determine with each carrier the appropriate reporting and settlement levels for concluding various levels of claims.

The Broker shall notify both the reinsurer and the County when the anticipated claim payout meets the notification level as outlined in the reinsurance or policy agreements.

The Broker shall provide all coverage line reports to the County, including, but not limited to:

Annual stewardship report, due by September 30th of each year, which will include a list of deliverables created, the completion date of those services, a status report on uncompleted services, as well as any other activities undertaken on the County's behalf.

Quarterly loss reports (preferably electronic format) for all lines of coverage, complete with a status report of all open claims, litigation and/or subrogation status updates.

The Broker shall keep the County staff apprised of changes in applicable law and appropriate insurance continuing education seminars offered that would benefit the County staff and meet professional development needs.

The Broker shall implement and maintain a comprehensive medical cost containment program including routine audit of medical bills resulting from OCIP claims and monthly cost savings summaries.

D. Safety and Loss Prevention Services

Tasks shall be needed after the creation of the OCIP Manual and approved by Risk Management Representative

The Broker shall maintain and provide to the County a breakdown of costs, number of personnel and an organizational flow chart associated with the administration of the OCIP professional safety and loss control training program.

The Broker shall involve and schedule all carrier loss prevention specialists quarterly for a review to ascertain policy needs/expectations and loss prevention services at the County's disposal.

The Broker shall schedule insurer loss prevention inspections and ensure that property carriers have access to design specifications or construction activities, as required to maintain compliance with insurance carrier standards and policy requirements.

The Broker shall work with project management to choose how insurance and broker loss control resources are allocated and planned. The Broker shall coordinate all carrier inspections including property inspections, record keeping measures, payroll audits, fire and suppression systems, and boiler and machinery inspections.

The Broker shall provide coordinated, efficient, and cost effective professional safety and loss prevention services. The Broker shall coordinate the resources available to all OCIP participants and will assist the County management team in identifying specific areas that need immediate targeted loss control efforts. The Broker's services shall include a basic safety program standard for the OCIP program to include:

Creation of appropriate safety training programs to augment County-provided safety training if appropriate, to include:

- County safety orientation/job site specific orientation;
- OSHA 10 (ten) hour certification/recertification for all employees (w/ job specific focused, if feasible);
- OSHA 30 (thirty) hour certification/recertification for all supervisors;
- Second Language basics/English/Spanish construction terminology familiarization;
- Regular employee safety/toolbox meetings;
- Utilization and requirements of loss control resources.

Job specific and target-focused training shall be required. The Broker shall be prepared to re-assess and adjust focused training based on changes in construction personnel (turnover), County/stakeholder requirements and funding, construction phasing and/or trade specific needs as construction progresses.

Evaluation of the construction safety program, including program design review and suggested revisions shall require consultation with the County's management team, and all other identified stakeholders;

Monthly vendor loss control services, such as periodic review of exposures and work in progress as well as compilation of monthly safety reports and statistics. The Broker shall provide appropriate safety and training reporting capabilities to measure benefits, costs and to identify the need for other specialized construction training.

Participation in special loss control projects to include business continuity assessments and planning, industrial survey support needs;

The Broker shall ensure that all training is provided in bilingual formats (English & Spanish), and is within American Disabilities Act (ADA) compliance measures.

The Broker shall work with County to develop and design a feasible construction safety incentive/award program(s) and appropriate personal protection equipment (PPE) distribution systems for Broker personnel. The Cost of PPE shall be borne by the Broker.

The Broker and/or safety vendor may be required at a later date to provide additional training not required, but desired by the County, such as CPR/First Aid or other specific training module. Additional costs will be borne by the County.

The Broker shall provide appropriate safety and training reporting capabilities to measure benefits, costs and to identify the need for other specialized construction training. This training shall include employee specific and job site specific "targeted safety" training. (Examples: fall protection, respirator training).

The Broker shall coordinate with the County's management team, Construction Manager at Risk and all other affected stakeholders to develop the OCIP Administration and Safety Manual. The Administration and Safety Manual shall both be updated as needed, but review and revisions shall take place no less than once each year.

The Broker shall initiate and maintain an active and open cooperative relationship with the Occupational Safety and Health Administration (OSHA) as respects site inspections and advisory in.

The Broker shall work with the County's management team to develop a policy which outlines procedures to facilitate the transport and treatment of all injured workers to the appropriate medical facility, and ensure the process (paperwork, treatment authorization, claim reporting, etc.) to ensure all injured workers are appropriately treated and applicable claims handled efficiently.

The Broker shall investigate each loss with project management to ensure appropriate measures are taken to ensure no similar losses occur when preventative measures can be taken.

E. Special Programs, Provisions and Other Reports

The Broker may be required, upon request, to provide actuarial services. The County must specifically request assistance in these areas before performance of work begins, such requirements will be memorialized as an amendment to this contract.

The Broker may be required, upon request, to provide environmental, asbestos and other industrial hygiene services as may be requested and related to the OCIP construction or property program. The County must specifically request assistance in these areas before performance of work begins, such requirements will be memorialized as an amendment to this contract.

In the event that it becomes necessary for the County to engage outside legal counsel, the Broker may be requested to assist the County in developing a scope of services and qualifications that ensure legal counsel has demonstrated construction experience, particularly with knowledge of construction wrap-up programs and the associated contracts or insurance policies that are utilized in the Broker or the Broker's vendor contractual risk transfers.

The Broker shall agree that all underwriters shall be requested to provide their insurance proposals on a "net", zero-commission basis or to clearly identify the commission level being charged to the County. The Broker agrees to disclose all commissions and any other compensation provided by the insurers within fifteen (15) days.

The Broker agrees that any proposed professional vendor who fails to perform according to the County's contractual requirements and satisfaction shall be subject to immediate replacement to ensure the County's OCIP processes are not interrupted, delayed, or jeopardized.

The amount to be paid by the County under this Contract for services, materials and "out-of-pocket" expenses (broker service fees) will be paid in quarterly installments. This service fee is based on an estimated total OCIP payroll of \$105,750,000 and a construction term of forty (40) months, and will only be adjusted on the following basis:

1. If the final audited OCIP payroll exceeds the estimated \$105,750,000 payroll, the County will pay an additional fee to the Broker, based on a rate of 1.4% multiplied by the additional payroll amount; or
2. If the term of the OCIP exceeds forty (40) months, the County will pay an additional fee, on a month to month basis, for each month the term is extended.

Since the term of the OCIP may be extended prior to the determination of the final audited payroll, payment of this scenario may be implemented upon such term extension. The total amount of additional fees shall be calculated upon determination of the final OCIP payroll. The amounts of the above described two scenarios shall be reconciled and the total amount of the additional fees shall not exceed the greater of the two scenarios.

The cost of the OCIP shall include statutory workers' compensation; employers' general and excess liability up to \$50 million per occurrence. The aggregate cost of the OCIP at inception for these coverage's including: 1) insurance premium; 2) all deductibles; 3) claims handling expenses provided by the insurers; 4) brokerage fees shall not exceed the Guaranteed Maximum Price. If the cost of the OCIP is less than the Guaranteed Maximum Price, the difference shall be divided between the County and the Broker, with 50% to be paid to the County and 50% to be paid to the Broker. The cost of the OCIP will be based on the lowest price presented to the County regardless of the option purchased by the County.

The Guaranteed Maximum Price is subject to modification if the final, audited OCIP payroll exceeds either the estimated \$105,750,000 payroll or the term of the OCIP exceeds forty (40) months, depending on the additional cost to be negotiated by the Broker with the OCIP

insurance carrier. If the final, audited OCIP payroll is less than the estimated \$105,750,000 payroll or the term of the OCIP is less than forty (40) months, any premium refunds shall be paid by the OCIP insurance carrier to the County. The Brokerage fee will not be affected if the audited payroll or the term of the project are less than estimated.

The following optional insurance coverages and related premium costs are specifically excluded from the Guaranteed Maximum Price:

- 1) Professional Liability
- 2) Builders' Risk
- 3) Environmental Liability
- 4) Delay/Force Majeure
- 5) Contractors' Default
- 6) Excess Liability greater than \$50 million per occurrence
- 7) Any other insurance not specifically defined above

The County, at its sole option, may elect to purchase any or all of the above optional insurance, but the related premium and the Broker's fee will be paid by the County in addition to the Guaranteed Maximum Price.

SECTION 3
PROPOSAL SUBMISSION REQUIREMENTS AND DOCUMENTATION

STATEMENT OF NO-PROPOSAL

The Procurement Division is committed to continuously improve its processes and our goal is to receive maximum participation from the vendor community. If your firm chooses not to participate in responding to this solicitation please email Todd.Jackson@ocfl.net, referencing the RFP number, and briefly explain why the decision was made to not participate.

SEALED RESPONSE SUBMITTAL LABEL:

All submittals, should use the hard-copy label below and place on front of their outermost sealed envelope/package.

**DO NOT OPEN - SEALED RESPONSES - DO NOT OPEN
RESERVED FOR PUBLIC BID OPENING**

Company : _____

Contact Name: _____

Contact Phone/ Email: _____

Address: _____

CONTACT: Todd Jackson
RFP NUMBER: Y19-192-TJ
**TITLE: PROFESSIONAL SERVICES FOR DEVELOPMENT
AND ADMINISTRATION OF OWNER-CONTROLLED INSURANCE
PROGRAM (OCIP)**

PROPOSAL DUE DATE: _____

DELIVER TO :
ORANGE COUNTY PROCUREMENT DIVISION
INTERNAL OPERATIONS CENTRE II
400 E. SOUTH STREET, 2ND FLOOR
ORLANDO, FL 32801.

PRE-REQUISITE REQUIREMENTS

NON-MANDATORY PRE-PROPOSAL CONFERENCE

All interested parties are invited to attend a **Pre-Proposal Conference on Monday, February 4, 2019, 1:00 AM** located at **400 E. South Street, Second Floor Conference Room, Orlando, Florida 32801.**

At that time, the County's representative will be available to answer questions relative to this Request for Proposals. Any suggested modifications may be presented in writing to, or discussed with, the County's representative(s) at this meeting and may be considered by said representative(s) as possible amendments to the Request for Proposals.

PROPOSAL FORMAT

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

THE PURPOSE OF THIS SOLICITATION IS TO SELECT A BROKER, NOT TO MARKET THE OCIP AT THIS TIME. PROPOSERS, THEIR AGENTS AND REPRESENTATIVES SHALL NOT CONTACT INSURANCE MARKETS ON BEHALF OF THE COUNTY PRIOR TO SELECTION AND AWARD OF THIS SOLICITATION.

Proposers must respond in the format delineated below:

- Submit one (1) original, eight (8) copies and one (1) electronic copy on USB drive. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.
- All responses and copies are to be submitted on 8 ½ x 11 inch paper, bound individually and tabbed as applicable.
- 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.

SUBMITTAL REQUIREMENTS

The following information shall be submitted with your proposal. Failure to submit this information in its entirety will negatively impact the evaluation of your proposal.

The purpose of this solicitation is to select a broker, not to market the OCIP at this time. Proposers, their agents and representatives shall not contact insurance markets on behalf of the County prior to selection and award of this solicitation.

TAB 1. QUALIFICATIONS OF STAFF

- A. Illustrate the account team structure.
- B. List the names of the proposed account team and describe each member's service role.
- C. Name the individual that will handle the account as principal broker.
- D. Name the individual that will handle the day-to-day contacts for the account.
- E. Identify who will provide claims assistance.
- F. Attach comprehensive resumes of account team members including licensing, qualifications, and certifications held by each team member as well as technical and industry specific expertise.

TAB 2.

QUALIFICATIONS OF FIRM

Provide a description and history of the firm focusing on previous or current governmental OCIP experience:

- A. Describe your corporate philosophies.
- B. Explain your ownership structure including owned subsidiaries.
- C. Describe the makeup of your client base, including your largest client.
- D. List at least five (5) references, with a minimum of three (3) from governmental entity experience, for which the firm County performed work similar in scope and magnitude. Include a summary of the scope, the contact name, email address, address, telephone number and dates of the contract.
- E. List the markets with which the firm does business including Best's rating, premium volume and length of relationship with each respective market.
- F. Attach a copy of your company's most recent annual report. The annual report shall include but not be limited to an outline of your company's ownership structure, public sector presence, premium volume, and premium by underwriting/policy issuing carrier group.
- G. Submit written documentation demonstrating consistent generation of a minimum of \$25,000,000 in premium volume per fiscal year.
- H. Submit a conceptual proposal detailing proposed risk financing methods which the Proposer believes are appropriate for the Project.
- I.

TAB 3.

TECHNICAL APPROACH

Provide a brief description of the firm's approach to the project:

- A. Describe and give client specific examples of the types and size of owner controlled insurance programs that your firm has developed for public sector clients.
- B. Describe specific techniques that your firm uses for loss forecasting and exposure identification. Provide examples of specific software programs used.
- C. Explain and give client specific examples of the experience your firm has in designing non-traditional or alternative risk transfer programs.
- D. Describe the steps your firm would take in reviewing our organization's commercial insurance program including determination of coverage levels, retention levels, coverage placement, and utilization of alternative risk financing techniques.

- E. Describe how your firm would keep the County informed of the performance of the OCIP including examples of any standard reports. Describe your firm's ability to develop adhoc reports that may be required by the County for oversight purposes.
- F. Give an example of a creative or innovative approach your firm took to develop a client's OCIP program or to solve a specific service need.
- G. Describe ancillary services that will be necessary for the efficient development and administration of an owner-controlled insurance program that will be provided by your firm or third-party providers that may include but not limited to:
 - i. Claims Administration
 - ii. Loss Control
 - iii. Onsite Medical Services
- H. Identify all potential conflicts of interest which may arise if Proposer represents other Brokers and sub-Brokers.

TAB 4. FEE SCHEDULE

Each proposer shall complete and submit the Fee Schedule included herein. **The hourly fees shall include ALL costs associated with performance of the contract including travel and out-of-pocket expenses.**

TAB 5. ORANGE COUNTY COMPLIANCE DOCUMENTATION

- A. **Proposal Cover Page** shall be completed and submitted with your proposal.
- B. **Current W9** shall be completed and submitted with your proposal.
- C. **Acknowledged Addenda(s) OR Acknowledgement of Addenda Form** shall be completed and submitted with your proposal.
- D. **Authorized Signatories/Negotiators Form** shall be completed and submitted with your proposal.
- E. **Drug-Free Workplace Form** shall be completed and submitted with your proposal.
- F. **Conflict/Non-Conflict of Interest Form** shall be completed and submitted with your proposal.
- G. **E-Verification Certification** shall be completed and submitted with your proposal.
- H. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder, proposer or responder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with your proposal. The Proposer shall not be awarded a contract unless this form has been completed and submitted.

- I. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in Section 2-351, Orange County Code. This form shall be completed and submitted with any bid, proposal or other response to an Orange County solicitation. The Proposer shall not be awarded a contract unless this form has been completed and submitted.
 - J. **Agent Authorization Form** (if Applicable) shall be completed and submitted with your proposal OR marked “Not Applicable.”
 - K. **Leased Employee Affidavit** (if Applicable) shall be completed and submitted with your proposal OR marked “Not Applicable.”
- Information for determining Joint Venture Eligibility** (if Applicable) shall be completed and submitted with your proposal OR marked “Not Applicable.”

TAB 6. LOCATION FORM

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

TAB 7. BUSINESS DEVELOPMENT DOCUMENTATION

- A. **Equal Opportunity Workforce Schedule** shall be completed and submitted with your proposal in order to receive credit.
- B. **Schedule of Subcontracting M/WBE Participation Form** shall be completed and submitted with your proposal in order to receive credit.
- C. **Schedule of Subcontracting SDV Participation Form** shall be completed and submitted with your proposal in order to receive credit.
- D. **Displaced Worker Proposed Hiring Information** shall be completed and submitted with your proposal in order to receive credit.
- E. **Letter of Intent (Verification of M/WBE Utilization)** shall be completed and submitted with your proposal in order to receive credit.
- F. **Letter of Intent (Verification of Service Disabled Veteran Utilization)** shall be completed and submitted with your proposal in order to receive credit.

MINORITY/WOMEN OWNED BUSINESS ENTERPRISE:

- A. Proposers must address how they intend to comply with the Orange County M/WBE Ordinance, No. 94-02 and amended by Ordinance No. 2009-21. The goal of certified minority/women business enterprise is 24% of the contract value for this project. The Ordinance also addresses minority/women group employment levels setting goals to encourage each Proposer to maintain 24% minority and women employee workforce levels in specific categories.

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

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

- D. The County has established a credit program whereby Proposers are awarded credits to be applied toward meeting the M/WBE goals on certain County projects. Emphasis will be placed on credits for non-County utilization and first-time M/WBE utilization. Proposers are encouraged to contact the Business Development Division in advance of submittal of proposal for information on acquiring and applying credits.
- E. Proposers must submit signed Letter of Intent with their Proposal for all current Orange County certified M/WBE subcontractors identified on the **SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM**. These Letters of Intent must indicate the scope of work to be performed by every M/WBE plus the percentage of the overall contract fees to be contracted to the listed subcontractor.
- F. The awarded prime Contractor's responsibilities and requirements are itemized below:
1. Incorporate a 72-hour prompt payment assurance provision and payment schedule in all contracts between the prime and sub-Contractors.

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

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

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

Requests for substitution of subcontractors who are cumulatively scheduled to perform less than five percent (5%) of the over-all scope of services may be considered only prior to final scoring of Proposals by the Procurement Committee. Such requests for substitution must be in writing accompanied by a written withdrawal from the originally listed subcontractor. Failure to comply with these

requirements shall result in disqualification of the Proposal from further consideration for award. The Procurement Committee shall be the sole determinant regarding acceptance/rejection of requested substitutions.

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

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

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) 836-7317 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.

BONUS POINTS FOR UTILIZING REGISTERED SERVICE-DISABLED VETERAN FIRMS

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

- A. Registered SDV business enterprise proposers competing as a prime contractor shall receive five (5) points;
- B. Registered SDV proposers with registered SDV business enterprise sub-Contractors on their team shall receive two points for each sub-Contractor up to a maximum of ten (10) points;
- C. Proposers with registered SDV business enterprise sub-Contractors on their team shall receive two points for each registered SDV sub-Contractor up to a maximum of 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.
- E. If a firm claims to be registered, but is not listed on the County’s website, ocfl.net, the Proposer should obtain a copy of their Orange County registration and/or contact the Business Development Division at 407-836-7317 for verification of registration. Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola counties) are eligible for Orange County registration.
- F. Proposers shall submit signed Letters of Intent with their proposal. Proposers for all current Orange County registered subcontractors identified on the **SCHEDULE OF SUBCONTRACTING – SDV PARTICIPATION FORM**. These letters of Intent must indicate the scope of work to be performed by every registered SDV plus the percentage of the overall contract fees to be contracted to the listed subcontractor.
- G. The Contractor’s responsibilities and requirements are itemized below:
1. Incorporate a 72-hour prompt payment assurance provision and payment schedule in all contracts between the prime and sub-Contractors.
 2. File copies of all executed subcontractor agreement/contracts between the prime and all SDV subcontractors on the project to Orange County Business Development Division.
 3. The Contractor shall furnish written documentation evidencing actual dollars paid to each subcontractor utilized by the prime Contractor on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the prime Contractor prior to the issuance of final payment.
 4. The Contractor shall submit an updated quarterly SDV utilization report and the “Employment Data, Schedule of Minorities and Women” report for all professional service contracts. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period.
 5. The Contractor shall not substitute, replace or terminate any SDV firm without prior written authorization of the Business Development Division, nor shall the Contractor reduce the scope of work or monetary value of a subcontractor without written authorization of the Business Development Division.
 6. The Contractor shall expeditiously advise all SDV’s and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the SDV firm(s) on their team.

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

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

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

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

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

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

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

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.

SECTION 4
SELECTION CRITERIA

SELECTION CRITERIA

<u>CRITERIA</u>	<u>WEIGHT</u>
Qualifications of Staff	15
Qualifications of Firm	20
Technical Approach	25
M/WBE Utilization	10
Location	5
Fee Proposal	25
<hr/>	
TOTAL	100
Displaced Workers Hires	5 Bonus Points
Registered SDV SubContractor Hires	10 Bonus Points
Registered SDV Prime proposers	5 Bonus Points

**SECTION 5
ATTACHMENTS**

FEE SCHEDULE FORM
RFP#Y19-192-PROFESSIONAL SERVICES FOR DEVELOPMENT AND
ADMINISTRATION OF OWNER-CONTROLLED INSURANCE PROGRAM (OCIP)

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

1. Development of OCIP Program Manual:

Development of OCIP Program Manual

(Lump sum shall be paid upon acceptance of Program Manual): \$ _____

2. Program Administration Services:

Lump Sum price for Program Administrative Services: (Based on Estimated Payroll of \$106,000,000) (Excluding Policy Premiums)(Quarterly Invoicing within an annual term) Program Administration Services during construction phase shall commence upon acceptance of the OCIP Program Manual by Orange County Representative.

Unit Price	Payment Period – Quarterly	Total Price
\$ _____	X 16	\$ _____

Total Guaranteed Maximum Price (1 & 2): \$ _____

Company Name:

PROPOSAL COVER PAGE

Company Name: _____

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

TIN#: _____ D-U-N-S® # _____

(Street No. or P.O. Box Number) (Street Name) (City)

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____ Cell Phone Number: _____

Residence Telephone Number: _____ Email: _____

ACKNOWLEDGEMENT OF ADDENDA

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

Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

AUTHORIZED SIGNATORIES/NEGOTIATORS

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

Name	Title	Telephone Number/Email

(Signature)	(Date)
(Title)	
(Name of Business)	

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

Type of Organization

Sole Proprietorship
 Partnership
 Non-Profit
 Joint Venture*
 Corporation

(a) **State of Incorporation:** _____

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

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

Federal I.D. number is: _____

* *Joint venture firms must complete and submit with their Proposal Response the form titled “Information for Determining Joint Venture Eligibility”, 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 the required form along with an attached written copy of the joint venture agreement may result in disqualification of your Proposal Response*

DRUG-FREE WORKPLACE FORM

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

Name of Business

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

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

Proposer's Signature

Date

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

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

OR

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

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. 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 bid.

E VERIFICATION CERTIFICATION

Contract No.Y19-192-TJ

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

All persons, including subcontractors and their workforce, who will perform work under **Contract No.Y19-192-TJ, PROFESSIONAL SERVICES FOR DEVELOPMENT AND ADMINISTRATION OF OWNER-CONTROLLED INSURANCE PROGRAM (OCIP)** \, within the state of Florida.

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

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

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

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

Part I

INFORMATION ON PROPOSER:

Legal Name of Proposer:

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

Business Phone: () _____

Facsimile: () _____

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

Name of Proposer's Authorized Agent:

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

Business Phone: () _____

Facsimile: () _____

Part II

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

___ YES ___ NO

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

___ YES ___ NO

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

___ YES ___ NO

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

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

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

Signature of Proposer

Date

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

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

Staff signature and date of receipt of form

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

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

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

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

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

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

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

Form OC CE 2D should be completed and filed by the owner of record, contract purchaser, or authorized agent. Form OC CE 2P should be completed and filed by the proposer, 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 proposer, offeror, quoter, respondent, and, if applicable, the authorized agent of the proposer, offeror, quoter, or respondent.

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether

through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

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

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

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

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

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

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

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

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

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

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

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

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

CONCLUSION:

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

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

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

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

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

Part I

Please complete all of the following:

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

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

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

1. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
2. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
3. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
4. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
5. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
6. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
7. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___
8. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___

Part II

Expenditures:

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

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

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

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

Part III

Original signature and notarization required

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

Date

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

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

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

Staff signature and date of receipt of form

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

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

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

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

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

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

WHO NEEDS TO FILE THE SPR?

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

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

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

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

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

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

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

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

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

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

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

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

CONCLUSION:

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

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

LOCATION FORM

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.

PRIME CONTRACTOR

**PERCENTAGE OF
WORK ASSIGNED**

1.	Name:	_____	_____	%
	Address:	_____	City: _____ County: _____ State/Zip: _____	
2.	Name:	_____	_____	%
	Address:	_____	City: _____ County: _____ State/Zip: _____	
3.	Name:	_____	_____	%
	Address:	_____	City: _____ County: _____ State/Zip: _____	
4.	Name:	_____	_____	%
	Address:	_____	City: _____ County: _____ State/Zip: _____	

SUBCONTRACTOR / SUBCONTRACTOR

1.	Name:	_____	_____	%
	Address:	_____	City: _____ County: _____ State/Zip: _____	
2.	Name:	_____	_____	%
	Address:	_____	City: _____ County: _____ State/Zip: _____	
3.	Name:	_____	_____	%
	Address:	_____	City: _____ County: _____ State/Zip: _____	
4.	Name:	_____	_____	%
	Address:	_____	City: _____ County: _____ State/Zip: _____	

Total Percentage (**Must Equal 100%**) _____ %
(Use additional pages if necessary)

AGENT AUTHORIZATION FORM

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

Signature of Proposer

Date

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

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

LEASED EMPLOYEE AFFIDAVIT

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

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

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

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

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

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

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

If the proposer is submitting as a joint venture, please be advised that this form **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

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 MWBE / Labor Surplus Area(LSA) 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/LSA partners (if applicable)?

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 2

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: _____

(b) 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 Bid Response.**

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: _____

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)

EQUAL OPPORTUNITY WORKFORCE SCHEDULE

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

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

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

Form Completed by (Print): _____

Signature: _____

Form Approved by (Print): _____

Signature: _____

SCHEDULE OF SUB-CONTRACTING - M/WBE PARTICIPATION FORM
RFP Number & Title: Y19-192-TJ PROFESSIONAL SERVICES FOR DEVELOPMENT AND ADMINISTRATION OF OWNER-CONTROLLED INSURANCE PROGRAM (OCIP)

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

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

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

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

Company Name: _____

Signature: _____

Date: _____

SCHEDULE OF SUB-CONTRACTING - SDV PARTICIPATION FORM
**RFP Number & Title: Y19-192-TJ PROFESSIONAL SERVICES FOR DEVELOPMENT AND ADMINISTRATION OF OWNER-CONTROLLED INSURANCE PROGRAM (OCIP) **

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

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

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

Company Name: _____

Signature: _____

Date: _____

**DISPLACED WORKER
PROPOSED HIRING INFORMATION**

Section I: To be Submitted with Proposal

Firm: _____

Address: _____

Phone Number: _____

Email Address: _____

Number of Individuals to be Hired: _____

Signature of Authorized Representative of Above Firm: _____

Printed Name: _____

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

Verification: I certify that the below individual are eligible.

Individual Complete Name:

1. _____ 2. _____

3. _____ 4. _____

5. _____ 6. _____

**CareerSource Central Florida
390 North Orange Avenue, Suite 700
Orlando, Florida 32805
407-531-1222**

Signature: _____

Printed Name: _____

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 Sub-Contractor(s) listed by the Proposer on the schedule of Subcontracting-MWBE participation form. If percentages or dollar values listed on this agreement differ from percentages or dollar values listed on the schedule of Subcontracting-MWBE participation form of the proposal, the values listed on this Letter of Intent will supersede for RFP scoring/evaluation.

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

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

M/WBE Sub-Contractor

Specific Scope(s) of Work/Services

Subcontract Percentage/Amount

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

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

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

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

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

LETTER OF INTENT

(VERIFICATION OF SERVICE-DISABLED VETERAN UTILIZATION)

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

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

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

Service-Disabled Veteran Sub-Contractor

Specific Scope(s) of Work/Services

Subcontract Percentage/Amount (**ONLY USED TOWARD BONUS POINTS**)

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

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

Authorized Agent of Prime Contractor Date

Printed Name & Title

Authorized Agent of Service-Disabled Veteran Sub-Contractor Date

Printed Name & Title

Service-Disabled Veteran Address

City State Zip Code

Phone Number Fax Number

CONTRACT # Y19-192-TJ

This Contract is made as of the ____ day of _____, 2019 by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and _____
[] an individual, [] a partnership, [] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is _____.

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

ARTICLE 1 SERVICES

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

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

ARTICLE 2 SCHEDULE

The CONTRACTOR shall commence services on _____ and complete all services by _____.

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

This contract may be renewed, for ___ () additional ___ () year periods upon mutual written agreement of the parties at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this contract.

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

ARTICLE 3 PAYMENTS TO CONTRACTOR

A. The total amount to be paid by the COUNTY under this Contract for the base period, shall not exceed _____ Dollars (\$_____). The CONTRACTOR will notify the COUNTY, in writing, when 90% of the estimated contract amount has been reached. The CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Services. Where incremental billing for partially completed items is permitted, the total incremental billings shall not exceed the percentage of estimated completion as of the billing date.

B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the initiating County Department, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices must reference this contract number. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.

C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state “final invoice” on the CONTRACTOR’S final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to Orange County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.

ARTICLE 4 INSURANCE REQUIREMENTS

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

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

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

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

Required Coverage:

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

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the

Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

- Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000 (One million) 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 Vendor/Contractor 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 \$2,000,000 (Two million) per occurrence/claim.

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

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

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

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

aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

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

ARTICLE 5 INDEMNIFICATION

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

ARTICLE 6 SUBCONTRACTING AND MINORITY/WOMEN EMPLOYMENT PARTICIPATION

- A. The CONTRACTOR shall be responsible for reporting Minority/Women Business Enterprise (M/WBE) sub-CONTRACTOR contract dollar amount(s) for the M/WBE sub-Contractor(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 CONTRACTOR shall ensure that the M/WBE participation percentage proposed in the Contractor'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 CONTRACTOR 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 CONTRACTOR shall furnish written documentation evidencing actual dollars paid to **all sub-Contractors** utilized by the prime CONTRACTOR on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the COUNTY may determine actual MWBE participation achieved by the prime CONTRACTOR prior to the issuance of final payment.

- E. In the event a certified M/WBE sub-Contractor's subcontract is terminated for convenience, the CONTRACTOR shall submit a letter to the Business Development Division from the terminated sub-Contractor evidencing their concurrence with the termination. In the event a certified M/WBE sub-Contractor's subcontract is terminated for cause, the CONTRACTOR shall justify the replacement of that sub-Contractor, in writing to the Business Development Division, accompanied by the Project Manager's recommendation or consent to termination.
- F. It is the intent of the COUNTY to insure prompt payment of all sub-Contractors working on COUNTY projects. The CONTRACTOR shall:
1. Submit copies of executed contracts between the CONTRACTOR and all of its M/WBE sub-Contractors 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 **SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM** 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 sub-Contractors certifying that a prompt payment clause has been included in that contract or purchase order.
 3. The Contractor must include in the subcontract agreement:
 - a) Prompt Payment Clause to the M/WBE subcontractor
 - b) Payment schedule in all subcontracts and purchase orders (including those with non-M/WBE's) stating that payment will be made to the Subcontractor/suppliers within 72 hours of receipt of payment from the County
 - c) The following statement: "It is the M/WBE responsibility to submit the required Quarterly M/WBE utilization reports to the prime and Final M/WBE payment verification form to Business Development Division denoting the percentage of the overall contract fees"

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

- G. By entering into this contract, the CONTRACTOR affirmatively commits to comply with the M/WBE subcontracting requirements submitted with his/her Proposal. The failure of the CONTRACTOR/CONTRACTOR 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.

ARTICLE 7 SERVICE-DISABLED VETERAN (SDV) REPORTING

The prime CONTRACTOR/CONTRACTOR shall be responsible for reporting (SDV) sub-Contractor contract dollar amount(s) for the SDV firms(s) listed in the document by submitting appropriate documents evidencing contract award of work to the Business Development Division (BDD). The report(s) shall be submitted in the (BDD) with a copy to the representative within ten (10) days after issuance of individual assignments or task authorizations.

- A. The CONTRACTOR shall be responsible for reporting SDV sub-CONTRACTOR contract dollar amount(s) for the SDV sub-Contractor(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 BDD. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the COUNTY. Quarterly updated utilization report shall be submitted every quarter during the term of the contract.
- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the BDD, with a copy to the COUNTY'S designated representative, within ten (10) calendar days after COUNTY'S execution.

The awarded prime CONTRACTOR shall furnish written documentation evidencing actual dollars paid to **all sub-Contractors** utilized by the CONTRACTOR on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the COUNTY may determine actual SDV participation achieved by the CONTRACTOR prior to the issuance of final payment.

- C. In the event a registered SDV sub-Contractor's subcontract is terminated for convenience, the CONTRACTOR shall call and submit a letter to the BDD from the terminated sub-Contractor evidencing their concurrence with the termination. In the event a registered SDV sub-Contractor's subcontract is terminated for cause, the CONTRACTOR shall justify the replacement of that sub-Contractor, in writing to the BDD, accompanied by the Project Manager's recommendation or consent to termination.
- D. It is the intent of the COUNTY to insure prompt payment of all sub-Contractors working on COUNTY projects. The CONTRACTOR shall:
 - 1. Submit copies of executed contracts between the CONTRACTOR and all of its SDV sub-Contractors to the BDD.
 - 4. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONTRACTOR and SDV sub-Contractors (stating that payment will be made to the sub-CONTRACTOR within 72 hours of receipt of payment from the COUNTY. The CONTRACTOR shall pay each sub-CONTRACTOR for all work covered under an invoice within the 72 hour time frame.
- E. By entering into this contract, the CONTRACTOR affirmatively commits to comply with the SDV requirements submitted with his/her Proposal. The failure of the CONTRACTOR/CONTRACTOR to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

ARTICLE 8 DISPLACED WORKERS

CONTRACTOR has committed to hire _____ () CareerSource Central Florida participants residing in the Orlando MSA. Therefore, within five (5) days after contract award,

CONTRACTOR shall contact the Orange County Business Development Liaison (BDD) at (407) 836-7317 to assist with meeting this requirement. The BDD Liaison will work with the CareerSource Central Florida staff and the CONTRACTOR to ensure that the process is

properly adhered until all requirements have been met. CareerSource Central Florida participants may be employed in any position within the firm but must be hired on a fulltime basis.

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

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

ARTICLE 9 FEDERAL AND STATE TAX

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

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

ARTICLE 10 AVAILABILITY OF FUNDS

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

ARTICLE 11 CONFLICT OF INTEREST

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

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

ARTICLE 12 TERMINATION

A. Termination for Default:

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

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

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

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

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

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

B. Termination for Convenience

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

ARTICLE 13 FORCE MAJEURE

1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor's control so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. That notwithstanding, the Contractor shall notify the County in writing within **twenty-four (24)** hours after the beginning of any such cause that would affect its performance hereunder and the County reserves the right the request additional information that supports the validity of the Contractor's Force Majeure claim. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.
2. If the Contractor's performance is delayed pursuant to this section for a period exceeding **one (1)** calendar day from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the County's contract termination.
3. If the Contractor's performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

ARTICLE 14 PERSONNEL

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

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

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

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

ARTICLE 15 TRUTH IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall act as the execution of the truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation

provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

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

ARTICLE 16 ARREARS

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

ARTICLE 17 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 18 INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 19 CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retrained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract

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

ARTICLE 20 ACCESS AND AUDITS

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

ARTICLE 21 EQUAL OPPORTUNITY

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

Further, the CONTRACTOR shall abide by the following provisions:

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

ARTICLE 22 DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.

By executing this contract the firm affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

ARTICLE 23 FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS.

By executing this contract the firm affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

ARTICLE 24 **SCRUTINIZED COMPANIES**

- A. By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.
- B. Specifically, by executing this Agreement, the Contractor certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- C. Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Contractor certifies that it is **not**:
1. On the “Scrutinized Companies with Activities in Sudan List” or the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,” created pursuant to Section 215.473, Florida Statutes; and/or
 2. Engaged in business operations in Cuba or Syria.
- D. The County reserves the right to terminate this Agreement immediately should the Contractor be found to:
1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; and/or
 2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.
- E. If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Contractor, including but not limited to the remedies as described in Section 287.135, Florida Statutes.
- F. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Contractor shall be paid only for the funding-applicable work completed as of the date of the County’s termination.
- G. Unless explicitly stated in this Section, no other damages, fees, and/or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

ARTICLE 25 **MODIFICATIONS OF WORK**

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

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

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

ARTICLE 26 CONTRACT CLAIMS

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

Claims made by a Contractor/Contractor against the County relating to a particular contract shall be submitted to the Procurement Manager in writing clearly labeled “Contract Claim” requesting a final decision. The Contractor also shall provide with the claim a certification as follows: “I certify that the claim is made in good faith;

that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor/Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor/Contractor.”

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

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

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

ARTICLE 27 TOBACCO FREE CAMPUS

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

ARTICLE 28 VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the contractor to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the contractor to perform work pursuant to the contract with Orange County. 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 bid or proposal in response to this solicitation, the contractor confirms that all employees in the above categories will undergo e-verification before placement on this contract. The contractor further confirms his commitment to comply with this requirement by completing the E- Verification certification.

ARTICLE 29 LAWS AND REGULATIONS

All applicable Federal and State laws, municipal and County ordinances shall apply to the solicitation and Contract.

ARTICLE 30 PRICE ESCALATION/DE-ESCALATION (CPI)

The County may allow a price escalation provision within this award. The original contract prices shall be firm for the entirety of the initial (5-year) contract period. A price escalation/de-escalation will be considered at the time of contract renewal and at renewal intervals thereafter, provided the Contractor notifies the County, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the contract renewal date. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov.

Price adjustment shall be calculated by applying the simple percentage model to the CPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at time of calculation (latest version of the CPI published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change. Formula is as follows:

$$\text{Current Index} - \text{Base Index} / \text{Base Index} = \% \text{ of Change}$$

$$\% \text{ of Change} \times 100 = \text{Percentage Change}$$

CPI-U Calculation Example:

CPI for current period	232.945
Less CPI for base period	229.815
Equals index point change	3.130
Divided by base period CPI	229.815
Equals	0.0136
Result multiplied by 100	0.0136 x 100
Equals percent change	1.4%

A price increase may be requested only at each time interval specified above, using the methodology outlined in this section. To request a price increase, Contractor shall submit a letter stating the percentage amount of the requested increase and adjusted price to the Orange County Procurement Division. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. The maximum allowable increase shall not exceed 4%, unless authorized by the Manager, Procurement Division. If

approved, the price adjustment shall become effective on the contract renewal date. All price adjustments must be accepted by the Manager, Procurement Division and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed.

Should the CPI-U for All Urban Consumers, All Items, U.S City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics decrease during the term of the contract, or any renewals, the Contractor shall notify the Orange County Procurement Division of price decreases in the method outlined above. If approved, the price adjustment shall become effective on the contract renewal date. If the Contractor fails to pass the decrease on to the County, the County reserves the right to place the Contractor in default, cancel the award, and remove the Contractor from the County Vendor List for a period of time deemed suitable by the County. In the event of this occurrence, the County further reserves the right to utilize any options as stated herein.

ARTICLE 31 ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the Parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly.

ARTICLE 32 JURY WAIVER

Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this agreement.

ARTICLE 33 GOVERNING LAW AND VENUE

Any and all legal actions associated with this contract will be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be in the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

ARTICLE 34 NO REPRESENTATIONS

Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

ARTICLE 35 AUTHORITY TO PRACTICE

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

ARTICLE 36 SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it

is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 37 SUCCESSORS AND ASSIGNS

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

ARTICLE 38 REMEDIES

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

ARTICLE 39 ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 40 NOTICE

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

and if sent to the CONTRACTOR shall be mailed to:

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

CONTRACTOR:

ORANGE COUNTY, FLORIDA:

Company Name

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

Signature

Date

Typed Name

Title

Date