

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • MARCH 8, 2022

City Commission Chamber

Work Session

5:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448



City Commission Chamber
City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

- a. Roll Call

2. AMENDING THE FY 2021-2022 ANNUAL OPERATING & CAPITAL BUDGET

- 1. Resolution Discussion - Amending the Fiscal Year 2021-2022 Annual Operating & Capital Budget

(Requested by Valerie Manning, City Clerk)

3. PIGGYBACKING OSCEOLA COUNTY AGREEMENT

- 1. Resolution Discussion - Piggybacking Osceola County Agreement for Construction Management & Owner's Representative Services

(Requested by Valerie Manning, City Clerk)

4. ADJOURNMENT

Website Address – www.hollyhillfl.org (City Clerk)

NOTICE – If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and, for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not prepare or provide such a record.



For special accommodations, please notify the City Clerk's Office at least 72 hours in advance. (386) 248-9441



Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.

In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Commission proceedings should contact the City Clerk's Office no later than three (3) days prior to the proceedings.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

2.1

MEETING DATE: March 8, 2022
FROM: Valerie Manning
SUBJECT: Discussion - Amending the Fiscal Year 2021-2022 Annual Operating
& Capital Budget
NUMBER: (ID # 3668)
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill City Commission held a Capital Improvement projects planning workshop on February 8, 2022. The Commission prioritized projects to be funded from available fund equity reserves. These projects are shown on the attached Exhibit "B". Further, the City Commission agreed that the City should piggyback an Osceola County agreement for construction project management services for the majority of the projects. Information on which projects the firm will manage is also shown on Exhibit "B".

This Resolution will appropriate budget available fund equity for the Capital Improvement projects shown on Exhibit "B".

FISCAL

ANALYSIS:

The total Capital projects Improvement plan funded by this resolution is \$12,195,000 and is funded from the following fund equity reserves:

General Fund \$4,000,000

Water Sewer Fund \$5,000,000

Stormwater \$1,500,000

Solid Waste \$800,000

Solid Waste transfer to General Fund \$895,000

Due to the required transfer of funds to the various construction funds the total budget resolution

Exhibit "A" is \$24,365,000 (\$12,170,000 capital projects, \$25,000 operating expense, and

\$12,170,000 of fund transfers).

STAFF RECOMMENDATION:

Approve the Budget Resolution for Capital Improvement projects.

COMMISSION**GOAL:**

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

MOTION:

APPROVE AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING AND CAPITAL BUDGET; AND SETTING FORTH REVENUES AND EXPENDITURES AND PROVIDING FOR AN EFFECTIVE DATE.

ATTACHMENTS:

- Exhibit B Capital Projects Priorities(PDF)
- EXHIBIT A-BUDGET RESOLUTION Capital and operating projects (PDF)

Resolution No. (ID # 3668)**DISCUSSION - AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING & CAPITAL BUDGET**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 ANNUAL CAPITAL AND OPERATING BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill City Commission adopted Resolution 2021-R-73 approving the Annual Operating Budget for Fiscal Year 2021-2022; and

WHEREAS, the City of Holly Hill, by Resolution 2021-R-91, Resolution 2021-R-94, Resolution 2021-R-100, Resolution 2021-R-106 Resolution 2021-R-110, Resolution 2022-R-3, and Resolution 2022-R-15 amended the operating budget for Fiscal Year 2021-2022; and

WHEREAS, the City requires all expenditures to be fully budgeted and requires a budget amendment to identify the revenue source and encumber the expenditure; and

WHEREAS, the City of Holly Hill City Commission desires to set forth and appropriate certain revenues and expenses.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. BUDGET AMENDMENT. The operating and capital improvement project funds are hereby appropriated as set forth in Composite Exhibit “A” attached hereto, which reflects revenues and corresponding expenditures for the designated projects for fiscal year 2021-2022 budget.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. The Budget item adopted in the preceding section shall govern the expenditures relating to operations and projects for the City during the current fiscal year effective October 1, 2021 through September 30, 2022. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of MARCH, 2022.

Exhibit B
Public Works Projects, Funding and Priorities

Fund Source	Division	Project Name	Project Description	Project Estimated Cost	W Priority Per Fund	Management
General Fund	Facilities	PW Building	Small Engine Workshop/Sewer Garage	\$ 60,000	1	Consultant
General Fund	Facilities	Fire Station	Build a New Fire Station	\$ 2,500,000	2	Consultant
General Fund	Facilities	FPL Charging Station	Increase the size of he pad and install a concrete driveway	\$ 60,000	3	In-House
General Fund	Facilities	Bulkhead	Replace Southern Bulkhead at Sunrise Park-construction phase	\$ 700,000	4	In-House
General Fund	Facilities	Conversion of the Old Fire Station	Upgrade Buildings to accommodate evidence storage and PW storage	\$ 100,000	5	Consultant
General Fund	Facilities	Riverside Park Seawall	Replace seawall at Riverside Park	\$ 800,000	6	In-House
General Fund	Facilities	Centennial Park Bridge Demolition	Demolish the Bridge to nowhere at Centennial park-operating expense	\$ 25,000	7	In-House
General Fund	Facilities	Sunrise Park Improvements	Replace and Upgrade the Pavilions, and provide irrigation	\$ 650,000	8	Consultant
			Total	\$ 4,895,000		

Note: \$4,000,000 funded from General fund reserves & \$895,000 funded from Solid Waste reserves.

Exhibit B

Public Works Projects, Funding and Priorities						
Fund Source	Division	Project Name	Project Description	Project Estimated Cost	PW Priority	Management
Water-Sewer	Waste Water	Force Main Replacement from under the Canal-Influent	Replace the Sewer Force Main from under the canal to an elevated crossing with double Lined Pipe and the installing of several valves at the waste water plant	\$ 350,000	1	Consultant
Water-Sewer	Water	Lime Silo	Softener #1 Rehab to include Shaft Replacements and upgrades	\$ 250,000	2	Consultant
Water-Sewer	Water	Clearwell & High Service Pumps Control Panel	Upgrade and replace the control panels for the Transfer Pumps as part of the clear well upgrade	\$ 400,000	3	In-House
Water-Sewer	Waste Water	Sand Filter Rehab	Rehab the Sand Filter to include Injectors and new panels	\$ 400,000	4	In-House
Water-Sewer	Waste Water	Sewer Manhole Evaluation and Rehabilitation	Sewer Manhole Evaluation and Rehabilitation	\$ 100,000	5	Consultant
Water-Sewer	Water	Automatic Sampling Stations	Install 25 Sampling stations within the city	\$ 150,000	6	In-House
Water-Sewer	Water-Sewer	Water and Wastewater Generator Replacement	Replace The Wastewater/Water Generator for the Plants	\$ 500,000	7	In-House
Water-Sewer	Waste Water	Rehab LS # 4 and the Enclosure Building	Rehab the largest Lift Station in the city to include the building that has deteriorated over the years	\$ 300,000	8	Consultant

Exhibit B

Public Works Projects, Funding and Priorities						
Fund Source	Division	Project Name	Project Description	Project Estimated Cost	PW Priority	Management
Water-Sewer	Waste-Water	Compliance with SB 64- multi year project	Implement all of the improvements identified by the SB 64 Report to eliminate any and all discharge of reclaimed water to the Halifax River by 2026	\$ 1,800,000	9	In-House
Water Sewer	Water	Replace of 3 Watermains 3rd & Gibbons, 3rd St., 1 to be determined	The city has identified Several Watermains that are in need of replacements throughout the city	\$ 750,000	10	Consultant
			Total	\$ 5,000,000		

Exhibit B

Public Works Projects, Funding and Priorities						
Fund Source	Division	Project Name	Project Description	Project Estimated Cost	PW Priority	Management
Stormwater	Stormwater-Streets	Mirage Pond	Construct the improvements from Alabama and Flomich to outfall into the Mirage Pond	\$ 600,000	1	Consultant
Stormwater	Stormwater-Streets	Duckbills	Install Duckbills into the Outfalls to reduce River Water Intrusion to Riverside Drive	\$ 400,000	2	Consultant
Stormwater	Stormwater-Streets	Pipe Lining	Pipe Line Rusted out Stormwater Pipes throughout of the city	\$ 500,000	3	In-House
			Total	\$ 1,500,000		

Exhibit B

Public Works Projects, Funding and Priorities						
Fund Source	Division	Project Name	Project Description	Project Estimated Cost	PW Priority	Management
Streets	Solid Waste	Annual Paving Program	Resurface and Rehabilitate city streets that have been identified in the study as in need of resurfacing	\$ 100,000	1	in-house
Streets	Solid Waste	Center Street Sidewalk Rehab	Repair and replace broken sidewalks along Center Ave from Mason Ave to Dead End	\$ 250,000	2	Consultant
Streets	Solid Waste	Flomich Street Sidewalk Rehab	Repair and replace broken sidewalks along Flomich Street from Ridgewood Ave to Nova Rd	\$ 200,000	3	Consultant
Streets	Solid Waste	Walker Street Sidewalk Rehab	Repair and replace broken sidewalks along Walker Street from Ridgewood Ave to Nova Rd	\$ 150,000	4	Consultant
Streets	Solid Waste	10th Street	Repair and Replace Broken Sidewalks along 10 Street from Ridgewood Ave to Nova Rd	\$ 100,000	5	Consultant
			Total	\$ 800,000		

Exhibit "A"

FY 2021 - 2022 BUDGET ADMENDMENT

REVENUES AND EXPENSES FY 2021 - 2022	REVENUE	EXPENSE
001 - GENERAL FUND	\$ 4,000,000	\$ 4,000,000
002 - LOGT 2nd	\$ 800,000	\$ 800,000
301 - GENERAL CAPITAL PROJECTS	\$ 4,870,000	\$ 4,870,000
400 - WATER & SEWER	\$ 5,000,000	\$ 5,000,000
407 - WATER & SEWER R & R	\$ 5,000,000	\$ 5,000,000
409 - WATER & SEWER RESERVES		
460 - STORMWATER	\$ 1,500,000	\$ 1,500,000
461 - STORMWATER CAPITAL	\$ 1,500,000	\$ 1,500,000
495 - SOLID WASTE	\$ 1,695,000	\$ 1,695,000
TOTAL ALL FUNDS	\$ 24,365,000	\$ 24,365,000



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

3.1

MEETING DATE: March 8, 2022
FROM: Valerie Manning
SUBJECT: Discussion - Piggybacking Osceola County Agreement for
Construction Management & Owner's Representative Services
NUMBER: (ID # 3667)
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill City Commission held a Capital Improvement projects planning workshop on February 8, 2022. The Commission prioritized projects to be funded from available fund equity reserves. Further, the City Commission agreed that the City should piggyback an Osceola County agreement for construction project management and Owner representation services for the majority of the projects.

Current City of Holly Hill Purchasing Manual

Policy 2.39 Other Government Entities' Contracts.

The City may utilize (piggy-back) any other government entity's open contract that have been competitively bid and awarded to the low responsive, responsible bidder meeting the specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, GSA Contracts. When another entity's contracts is to be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirement regarding competitive bidding and award.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

Piggyback Agreements

Osceola County RFP 19-10874-VJ Construction Management/Owners representative services for Community Development projects attached.

The expenditures related to the contracted services are fully budgeted in the various capital project fund budgets.

STAFF RECOMMENDATION:

City staff recommends the approval of piggybacking the agreement from Osceola County RFP 19-10874-VJ Construction Management/Owners representative services for Community Development projects and authorize the City Manager to execute agreement with ZHA, Inc.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE PIGGYBACKING THE OSCEOLA COUNTY AGREEMENT WITH ZHA, INC., FOR THE PURCHASE OF CONSTRUCTION MANAGEMENT/OWNER REPRESENTATIVE SERVICES FOR CITY CAPITAL PROJECTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS.

ATTACHMENTS:

- Holly Hill - ZHA piggyback agreement (PDF)

Resolution No. (ID # 3667)**DISCUSSION - PIGGYBACKING OSCEOLA COUNTY AGREEMENT FOR CONSTRUCTION MANAGEMENT & OWNER'S REPRESENTATIVE SERVICES**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PIGGYBACKING THE COUNTY OF OSCEOLA AGREEMENT WITH ZHA, INC., FOR THE PURCHASE OF CONSTRUCTION MANAGEMENT/OWNER REPRESENTATIVE SERVICES FOR CITY CAPITAL PROJECTS AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill is in need of construction management/owner representative services for City Capital projects; and

WHEREAS, the County of Osceola has secured an agreement with ZHA, Inc.; and

WHEREAS, City staff would like to piggyback the agreement the County of Osceola has secured an agreement with ZHA, Inc.; and

WHEREAS, Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, the City Commission authorized the piggybacking of the agreement with the County of Osceola with ZHA, Inc., for construction management/owner representative services for City Capital projects.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission does hereby approve piggybacking the County of Osceola's agreement with ZHA, Inc., for the purchase of construction

management/owner representative services for City Capital projects and authorizes City Manager to execute any necessary agreements.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of MARCH, 2022.

STANDARD FORM FOR PIGGYBACK CONTRACTS

The City of Holly Hill ("City") enters this "Piggyback" Contract with ZHA Inc., hereinafter referred to as the "Vendor", under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The Purchasing Policy for the City of Holly Hill allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with Osceola County, said contract being identified as: RFP 19-10874-VJ Construction Management/Owners representative services for Community Development projects said original contract being referred to as the "original government contract".

2. The original government contract is incorporated herein by reference and is attached as Exhibit "A" to this contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

3. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this contract between the Vendor and the City of Holly Hill, as follows:

- a) Period ("Term") of the Agreement: This agreement shall become effective upon execution by both parties, and shall remain in effect through October 6, 2022, and may be renewed for two (2) additional one-year terms
- b) Insurance Requirements: Except as otherwise specified in this agreement, the CONTRACTOR and all subcontractors of any tier shall be required at their sole cost and expense to maintain in effect at all times during the performance of work, insurance coverage with limits not less than those set forth in the original government contract.
- c) Any other provisions that will be modified: The CONTRACTOR agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, Florida Statutes, the CONTRACTOR must: (1). Keep and maintain public records required by the City to perform the service, (2). Upon request from the City's custodian of public records, provide the public with a copy of the public records requested or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law, (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the City, (4) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of this Agreement, 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 this Agreement,

the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City, and (5)..If the CONTRACTOR does not comply with a public records request, the City shall enforce any and all Agreement provisions in accordance with this Agreement and the CONTRACTOR shall be subject to all rights and remedies of the City and the public under controlling State law.

A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the City or allow the records to be inspected or copied within a reasonable time. Failure by the CONTRACTOR to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The CONTRACTOR shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the CONTRACTOR and shall promptly provide the City with a copy of the CONTRACTOR's response to each such request.

The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (CONTRACTOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 248-9441, VALERIE MANNING, CMC, CITY CLERK, CITY HALL, CITY OF HOLLY HILL, 1065 RIDGEWOOD AVENUE, HOLLY HILL, FLORIDA 32117, CITYCLERK@HOLLYHILLFL.ORG

- d) Address change for Article 19 and all other address references within the RFP for the City of Holly Hill: Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Holly Hill, attention of City Manager, at City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117. The City Manager's contract information is Joseph Forte, City Manager, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, telephone number (386) 248-9425, and email jforte@hollyhillfl.org.
- e) The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

- f) All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Holly Hill and the Vendor.

Entered this 8th day of March, 2022.

ATTEST

ZHA Inc.

Print Name and Title

Date

ATTEST

CITY OF HOLLY HILL

City Clerk

Joseph Forte, City Manager

Date

For the use and reliance of the City of Holly Hill only. Approved as to form and legal sufficiency.

Scott Simpson, City Attorney

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SCRUTINIZED COMPANIES AGREEMENT TERMINATION CLAUSE

Exhibit "A", Scope of Services

Exhibit "B", Sample Task Authorization Form and TA Review and Approval Process

Exhibit "C", Fee Schedule

Exhibit "D", List of Sub-Consultants

Exhibit "E", Contractor Certification Regarding Scrutinized Companies

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is awarded and entered by and between OSCEOLA COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY," and ZHA Incorporated, 601 North Magnolia Avenue, Suite 100, Orlando, Florida 32801, hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the COUNTY issued a Request for Proposals (RFP-19-10874-VJ) seeking proposals for the provision of certain professional work and services related to project management and owner's representative consulting services; and

WHEREAS, the CONSULTANT responded to the RFP-19-10874-VJ by submitting a proposal, dated June 25, 2019, which is on file with the COUNTY, and

WHEREAS, the selection and engagement of the CONSULTANT has been made by the COUNTY in accordance with the provisions of the solicitation RFP-19-10874-VJ; and

WHEREAS, the COUNTY and CONSULTANT now desire to enter into an agreement upon such terms and conditions as are set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article 1. SERVICES AND PERFORMANCE

- A. The COUNTY does hereby retain the CONSULTANT to furnish the professional services as are described in Exhibit "A", which is attached hereto and made a binding part hereof by this reference.
- B. The CONSULTANT shall provide to, and perform for, the COUNTY such services within Exhibit "A", as may be more specifically set forth in one or more Task Authorization (TA) forms, issued by the COUNTY and accepted by the CONSULTANT. A sample TA form and the associated TA review and approval process is attached hereto as Exhibit "B" and made a binding part hereof by this reference. Each TA so issued and accepted by the COUNTY shall become a part of this Agreement. Each TA shall identify the Project Manager who is assigned by the COUNTY to oversee the CONSULTANT's work that is set forth in the TA. The CONSULTANT and the COUNTY shall further develop a mutually agreeable price breakdown and schedule for the completion of professional services that are set forth in each TA. The price breakdown shall be consistent with the fee schedule and method of compensation set forth in Exhibit "C," attached hereto and made a binding part hereof by this reference. The project schedule shall include all tasks and related subtasks to be performed, the dates said tasks and subtasks shall be completed, and a final completion date. The CONSULTANT agrees to provide project schedule progress reports in a format acceptable to the COUNTY and at intervals established by the COUNTY, as set forth in each TA. The COUNTY will be entitled at all times to be advised, at its request,

as to the status of work being done by the CONSULTANT and of the details thereof. The CONSULTANT shall maintain coordination with the COUNTY staff, through the Project Manager, and on behalf of the County, with other interested agencies.

- C. In the performance of the professional services contemplated by this Agreement, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT further agrees to provide and perform the professional services set forth herein in accordance with the administrative rules promulgated by the Florida Department of Professional Regulation, and any and all laws, statutes, ordinances, codes, rules, regulations, and policies of any governmental agencies which may regulate or have jurisdiction over the professional services to be provided and/or performed by the CONSULTANT.
- D. All professional services shall be performed by the CONSULTANT to the satisfaction of the COUNTY'S designated Project Manager. The decision of the Project Manager regarding satisfactory completion shall be final and conclusive, unless within fifteen (15) days from the date of receipt of such decision, the CONSULTANT furnishes to the Project Manager a written notice of dispute. In the event a decision of the Project Manager is in dispute, the initial remedy shall be review by the County Manager. In the event a dispute still exists after the County Manager concludes his review, the parties agree to a non-binding mediation with subsequent appropriate legal proceedings, if required. Pending any settlement or binding decision, appeal or judgment, the CONSULTANT shall proceed diligently with the performance of this Agreement and any work authorized through the issuance of a TA.
- E. In the event there are delays in the completion of work authorized through a TA, and such delays are beyond CONSULTANT'S reasonable control, the COUNTY will grant reasonable time extensions for the completion of the work. The determination regarding reasonable delays shall be made by the Project Manager and shall be final and conclusive, unless the procedures set forth in Paragraph D, above, are utilized.
- F. All tracings, plans, specifications, maps, and computer files prepared or obtained under this Agreement, as well as all forms of data collected, together with summaries and charts derived therefrom, shall be considered works made for hire and shall become the property of the COUNTY upon completion or termination, and shall be made available to the COUNTY in a format acceptable to the COUNTY at any time requested. Upon delivery to the COUNTY of said information, the COUNTY shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The CONSULTANT shall not copyright any material and products or patent any invention developed under this Agreement. The COUNTY will have the right to visit the CONSULTANT to inspect the work and/or drawings and/or electronic files or data of the CONSULTANT.

Article 2. TERM

The term of this Agreement shall be for three (3) years from execution by the COUNTY. In the event the schedule of work authorized in a TA extends beyond the term of this Agreement, the Agreement shall remain in full force and effect as to said TA and shall terminate upon completion and acceptance of the work authorized in said TA, as evidenced by a written notice of acceptance, issued by the Project Manager. The term of this

Agreement may be renewed in accordance with Section 21 for two (2) additional one (1) year terms, if determined to be in the best interests of the COUNTY.

Article 3. FUNDING

This Agreement shall be subject to fund availability. In its sole discretion, the COUNTY reserves the right to forego the use of the CONSULTANT for any of the professional services contemplated by this Agreement.

Article 4. LICENSES

The CONSULTANT agrees to obtain and maintain, throughout the term of this Agreement, and any extensions hereof, all licenses as required to do business in the State of Florida and the County of Osceola, including, but not limited to, licenses required by any State Boards or other governmental agencies responsible for regulating and licensing the professional services provided and performed by the CONSULTANT pursuant to this Agreement.

Article 5. PERSONNEL AND SUBCONTRACTING

- A. The CONSULTANT shall maintain an adequate and competent professional staff so as to enable the CONSULTANT to perform all professional services requested by the COUNTY in a professional and timely manner, in accordance with this Agreement and the requirements of each TA issued by the COUNTY.
- B. The CONSULTANT, with the consent of the COUNTY as authorized through the issuance of a TA, may associate with sub-consultants identified in Exhibit "D" attached hereto and made a binding part hereof. The services of such sub-consultants shall be performed without additional cost to the COUNTY, other than those costs negotiated within the limits and terms of this Agreement. The CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. In addition, the CONSULTANT shall ensure that all sub-consultants comply with the duties and obligations imposed upon CONSULTANT by this Agreement, TA, and/or any amendments hereto, including but not limited to, licenses, insurance requirements, and standards of care.
- C. The CONSULTANT agrees to promptly replace any persons in its employ, including sub-consultant(s) or employees thereof, who were engaged by the CONSULTANT to perform professional services pursuant to this Agreement, if the COUNTY requests, with or without cause, that the individuals be stopped from performing professional services under this Agreement.

Article 6. INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless Osceola County, its officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and/or all other persons employed or utilized by the CONSULTANT in the performance of this Agreement, any TA, and/or any and all amendments hereto. Said indemnification and hold harmless actions shall not be limited by any insurance amounts required hereunder.

Article 7. NOT TO DIVULGE CERTAIN INFORMATION

During the term of this Agreement and forever thereafter, the CONSULTANT agrees not to divulge, furnish, or make available to any third party, without the written permission of the COUNTY, any non-public information, where such information has not been properly subpoenaed concerning the services rendered by the CONSULTANT.

Article 8. INDEPENDENT CONSULTANT

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONSULTANT, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONSULTANT will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONSULTANT's activities and responsibilities hereunder.

Article 9. TERMINATION

A. The COUNTY may terminate this Agreement and/or any TA, in whole or in part, at any time the interest of the COUNTY requires such termination, as set forth below:

1. If the COUNTY determines that the performance of the CONSULTANT is not satisfactory, the COUNTY may notify the CONSULTANT of the deficiency with the requirement that the deficiency be corrected within a specified time, which time shall not be less than ten days nor more than thirty (30) days. If the CONSULTANT fails to timely correct such deficiency, the Agreement may be terminated at the end of such time or at such later time as the COUNTY may determine.
2. If the CONSULTANT is placed in either voluntary or involuntary bankruptcy or if an assignment be made for the benefit of creditors.
3. If the COUNTY desires, at its discretion and for reasons other than unsatisfactory performance of the CONSULTANT, to terminate this Agreement and/or any TA, the COUNTY shall notify the CONSULTANT of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the Agreement and/or TA, is to be terminated. Such notice shall be given not less than thirty (30) days prior to the effective date of such termination.
4. If the Agreement and/or TA is terminated before performance is completed, the CONSULTANT shall be paid for all services satisfactorily performed. Payment is to be made on the basis of substantiated costs for each task or item of service in process at the time notice of such termination is given.

B. It is understood and agreed that upon termination of this Agreement and/or any TA, all

tracings, plans, specifications, maps, computer files, reports, and data of any kind whatsoever, prepared or obtained under this Agreement and/or TA shall immediately be turned over to the COUNTY.

Article 10. NON-ENTITLEMENT TO ANTICIPATED FEES

In the event the professional services to be performed under this Agreement are terminated, the CONSULTANT shall not be entitled to receive compensation for anticipated professional fees, profit, general and or administrative overhead expenses, or for any other anticipated income or expenses.

Article 11. CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The CONSULTANT further agrees that no person having any such conflict of interest shall be employed or engaged by the CONSULTANT for performance hereunder.

If the CONSULTANT, for itself and on behalf of its sub-consultants, is about to engage in the representation of another client, who it in good faith believes could result in a conflict of interest with the services being rendered pursuant to this Agreement, then the CONSULTANT shall promptly bring such potential conflict of interest to the COUNTY's attention in writing. The COUNTY will make a determination in a timely manner. Upon determination that there is a conflict of interest, the COUNTY will submit written notice of same to the CONSULTANT and the CONSULTANT shall decline the new representation. If the COUNTY determines that there is not any such conflict, then the COUNTY shall give its written consent to such representation. If the CONSULTANT accepts such a representation without obtaining the COUNTY's prior written consent, and if the COUNTY subsequently determines that there is a conflict of interest, the CONSULTANT agrees to promptly terminate such new representation. The CONSULTANT shall require each sub-consultant to comply with the provisions of this Section. Should the CONSULTANT fail to advise or notify the COUNTY, as provided herein above, of representation which may, or does, result in a conflict of interest, or should the CONSULTANT fail to discontinue such representation where a conflict is determined to exist, the COUNTY may consider such failure as justifiable cause to terminate this Agreement.

Article 12. ASSIGNMENT/TRANSFER

Any assignments or transfers of rights, benefits, or obligations hereunder shall only be allowed if approved as an amendment pursuant to Section 21.

Article 13. APPLICABLE LAW/VENUE

This Agreement shall be governed by the ordinances of Osceola County, the laws, rules, and regulations of the State of Florida, procedural and substantive, and applicable federal statutes, rules, and regulations. The venue for any and all litigation arising under this Agreement shall lie in Osceola County, Florida.

Article 14. WAIVER OF BREACH

Waiver by the COUNTY of a breach of any provision of this Agreement by the CONSULTANT shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

Article 15. INSURANCE COVERAGES

- A. The CONSULTANT shall not commence any work in connection with this Agreement until it has obtained the types of insurance, as specified hereunder, and such insurance has been approved by the COUNTY's Risk Management Department, nor shall the CONSULTANT allow any sub-consultant to commence work on its sub-contract until all similar insurance required of the sub-consultant has been so obtained and approved. All insurance policies shall be with insurers qualified and licensed to conduct business in the State of Florida.
- B. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONSULTANT and/or sub-consultant providing such insurance.
- C. **Workers' Compensation Insurance:** The CONSULTANT shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance in the amount of One Million Dollars (\$1,000,000.00) for all of its employees performing work pursuant to this Agreement, and in case any work is sub-contracted, the CONSULTANT shall require any and all sub-contractors to provide the same Workers' Compensation Insurance for all of their employees, unless such employees are protected by the coverage provided by the CONSULTANT. Such Insurance shall comply fully with Florida Workers' Compensation Law.
- D. **Professional Liability Coverage:** The CONSULTANT shall take out and maintain during the life of this Agreement, Professional Liability Coverage in the amount of One Million Dollars (\$1,000,000.00) for all of its employees performing work pursuant to this Agreement, and in case any work is sub-contracted, the CONSULTANT shall require any and all sub-contractors, where professional services are required, to provide Professional Liability Coverage in an amount sufficient for the services performed, but for an amount no less than One Million Dollars (\$1,000,000). The sub-contractors coverage shall provide coverage for all of the sub-contractors employees, unless such employees are protected by the coverage provided by the CONSULTANT.
- E. **Automobile Public Liability:** The CONSULTANT shall take out and maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance which shall protect it from claims for damage for personal injury, including accidental death, as well as claims for property damage, which may arise from operations under this Agreement whether such operations be by itself or by anyone directly or indirectly employed by it, and the amounts of such insurance shall be the minimum limits as follows:
- (a) One Million Dollars (\$1,000,000) Combined Property Damage and Bodily Injury Single Limit

- F. **General Liability:** One Million Dollars (\$1,000,000) any single occurrence;
- (a) Damage to Rented Premises – Fifty thousand Dollars (\$50,000) any single occurrence
 - (b) Medical Expenses – Five Thousand Dollars (\$5,000) any one Person
 - (c) Personal & Advertising Injury – One Million Dollars (\$1,000,000)
- G. **General Aggregate:** One Million Dollars (\$1,000,000);
- H. **Excess/Umbrella Coverage:** One Million Dollars (\$1,000,000); and,
- I. **Products – Completed Operations Liability Aggregate:** One Million (\$1,000,000).
- J. The CONSULTANT shall maintain all such insurance certificates and related documentation as required under this Agreement. Failure of the CONSULTANT to maintain such certificates and documents and submit proof of same to the COUNTY within fifteen (15) calendar days from the date of execution of this Agreement shall be considered cause for the COUNTY to cancel this Agreement and rescind its action to engage the CONSULTANT. Before the COUNTY shall provide the CONSULTANT with a Task Authorization, and before the CONSULTANT shall commence any service or work under this Agreement, the CONSULTANT shall obtain and maintain insurance coverage of the types stated herein.
- K. Each Certificate of Insurance shall be submitted to the COUNTY in triplicate.
- L. Each Certificate of Insurance shall specifically include all of the following:
- (a) The name and type of policy and coverage provided;
 - (b) The amount or limit applicable to the coverage provided;
 - (c) The date of expiration of coverage;
 - (d) The designation of the Osceola County Board of County Commissioners as an additional insured;
 - (e) A specific reference to this Agreement and the Project to which it pertains. (This requirement may be excepted for Professional Liability Insurance);
- M. Each Certificate of Insurance shall be accompanied by documentation that is acceptable to the COUNTY, establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of the insurance company, underwriting the insurance coverage, as indicated on each Certificate of Insurance.
- N. If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the CONSULTANT shall furnish to the COUNTY, in triplicate, renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the CONSULTANT to provide the COUNTY with such renewal certificate(s) shall be considered justification for the COUNTY to terminate this Agreement.

Article 16. DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

The duties and obligations imposed on the CONSULTANT, and the rights and remedies

available hereunder shall be in addition to, and not a limitation on, any such duties and obligations or rights and remedies otherwise imposed or available by law or statute.

Article 17. REPRESENTATION OF THE COUNTY

The CONSULTANT, in performing the professional services required pursuant to this Agreement, TA and/or any Amendment(s) hereto, shall only represent the COUNTY in the manner, and to the extent, as specifically set forth in this Agreement, TA and/or any Amendment(s) hereto.

The COUNTY will neither assume nor accept any obligation, commitment, responsibility, or liability which may result from a representation by the CONSULTANT which is not specifically provided for and or authorized by this Agreement, TA and/or any Amendment(s) hereto.

Article 18. HEADINGS

The HEADINGS of any Articles, Sections, and/or Attachments, to this Agreement, are for convenience only and shall not be deemed to expand, limit, or change any of the provisions contained herein.

Article 19. NOTICE AND ADDRESS OF RECORD

All notice to the COUNTY, pursuant to this Agreement, shall be made in writing and shall be delivered through the United States Postal Service, first class mail, postage prepaid and addressed to the following address of record:

Osceola County Board of County Commissioners
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741
ATTENTION: COUNTY MANAGER

All notices to be given to the CONSULTANT, pursuant to this Agreement, shall be made in writing and shall be delivered through the United States Postal Service, first class mail, postage prepaid and addressed to the following address of record:

ZHA Incorporated
601 North Magnolia Avenue, Suite 100,
Orlando, Florida 32801
ATTENTION: Frederick J. Mellin Jr.

Article 20. CHANGE OF ADDRESS OF RECORD

Either party may change its address of record, at any time, by written notice to the other party given in accordance with the requirements as set forth in Section 19 above.

Article 21. AMENDMENTS

The covenants, terms, and provisions contained herein may be amended, altered, and/or modified upon written consent of the parties hereto. In the event of conflicts between the

covenants, terms, and/or provisions hereof, and any Amendment(s) hereto, the latest executed Amendment(s) shall take precedence.

Article 22. ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties hereto, in the space provided, and be attested to as indicated hereafter.

Article 23. PUBLIC ENTITY CRIMES

As required by section 287.133, Florida Statutes, the CONSULTANT warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty six (36) months. The CONSULTANT further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or sub-consultant in connection with this Agreement for a period of thirty six (36) months from the date of being placed on the convicted contractor list.

Article 24. EQUAL OPPORTUNITY EMPLOYER

The CONSULTANT is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONSULTANT will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

Article 25. SEVERABILITY

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

Article 26. JOINT AUTHORSHIP

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

Article 27. AUDITING, RECORDS AND INSPECTION

In the performance of this Agreement, CONSULTANT shall keep books, records and accounts of all activities, related to this Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by CONSULTANT, for a period of three years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the three-year retention period. All

books, records and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether CONSULTANT has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon its findings in this audit.

Article 28. PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this agreement and that he/she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

Article 29. SOVEREIGN IMMUNITY

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

Article 30. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Article 31. PUBLIC RECORDS COMPLIANCE.**A. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:**

Public Information Office
1 Courthouse Square, Suite 3100
Kissimmee, Florida 34741
407-742-0100
BCCPIO@osceola.org

- B.** The CONSULTANT understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR will act on behalf of the COUNTY, as provided under section 119.011(2), Florida Statutes, the CONSULTANT, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:
1. Keep and maintain public records required by the COUNTY to perform the service.
 2. Upon request from the COUNTY'S custodian of public records, provide the 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 by Florida law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the COUNTY.
 4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining

public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the county.

5. If the CONSULTANT does not comply with a public records request, the COUNTY shall enforce the contract provisions in accordance with the contract.

Article 32. SCRUTINIZED COMPANIES AGREEMENT TERMINATION CLAUSE

The Agreement may be terminated by the COUNTY, without penalty to the COUNTY, i) in the event that CONSULTANT is put on the scrutinized companies list enumerated in Section 287.135, Florida Statutes, or ii) if the COUNTY determines that CONSULTANT falsely certified to the COUNTY that CONSULTANT is not listed as a scrutinized company. Exemptions and additional penalties shall be as set forth in Section 287.135, Florida Statutes. Certification is set forth in Exhibit "E", which is attached hereto and made a binding part hereof.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the later of the dates that each party signed this Agreement.

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

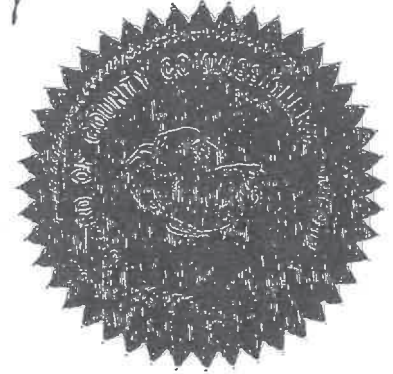
By: [Signature]
Chair / Vice Chair

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

By: Debra A Davis
Clerk/ Deputy Clerk of the Board

As authorized for execution at the Board of
County Commissioners meeting of:

October 07, 2019



ZHA INCORPORATED

(CORPORATE SEAL)

By: [Signature]
Authorized Signature

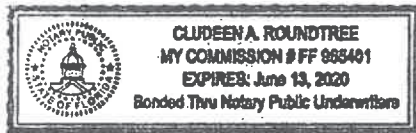
Print: FREDERICK J. MANN, JR.

Title: PRESIDENT / CEO

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was executed before me this 16 day of SEPTEMBER, 2019 by FREDERICK J. MANN, JR. as PRESIDENT / CEO of ZHA Incorporated who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp)



Cludeen A. Roundtree
NOTARY PUBLIC, State of FLORIDA

DATE: SEPTEMBER 16, 2019

EXHIBIT "A"

SCOPE OF SERVICES

A. Scope of Services:

The scope of required services under the proposed contracts will include, but not be limited to, the services as described below.

PRECONSTRUCTION PHASE-

The Owner's Representative work shall include, but not be limited to, the following tasks:

1. Facilitate cooperation and communications among all parties associated with the project, providing full information in a timely manner.
2. Participate in project meetings.
3. Review Architectural/Engineering plans, specifications and construction documents for consistency and coordination of technical disciplines.
4. Participate in reviews of design documents for conformance with project scope, budget, and construction phase.
5. Review and make recommendations regarding construction bid packaging to facilitate an effective construction process.
6. Review and monitor architectural/engineering design schedules to ensure adequate progress is being achieved to attain project objectives.
7. Review and monitor project budgets, recommend actions as required to maintain established project budget.
8. Develop cost estimates as requested by the County.
9. Review and recommend payment of Architect/Engineer invoices based on progress and overall accomplishment.
10. Assist the County in evaluating contract changes, modifications, and change orders submitted by the Architect/Engineer.
11. Interface, as directed by the County, with user groups, local governments, and business associations to inform parties of plans and progress of design and/or proposed construction activities.
12. Assist the County, Architect and/or Engineer in obtaining the required permits and approvals, if necessary.
13. Assist the County in establishing milestones for project completion and associated activities.
14. Assist the County in developing preconstruction conference checklists.
15. Assist the County in LEED certification processing when necessary and appropriate.
16. ***For traditional Contractor delivery method:***
 - a. Review and make recommendations, as required, regarding the Contractor's construction plan for the facility.
 - b. Facilitate cooperation among Architect/Engineer, Contractor, and the County to expedite delivery of facilities.
 - c. Review and make recommendations, as required, of Contractor's proposed staging and safety program.
 - d. Review and make recommendations, as required, of Contractor's proposed Schedule of Values breakdown.
 - e. Coordinate activities of the Owner, Architect/Engineer, and Contractor.
17. ***For Construction Management delivery method:***
 - a. Review and make recommendations, as required, regarding the Construction

- Manager's construction plan for the facility.
 - b. Review and make recommendations regarding the Construction Manager's proposed construction sequencing schedule and bid packages, including review of proposed suppliers and subcontractors.
 - c. Assist the County in establishing basis for the Guaranteed Maximum Price (GMP) contract with the Construction Manager.
 - d. Reconcile cost estimates and assist the County in negotiations with the Construction Manager and their GMP.
 - e. Facilitate cooperation among Architect/Engineer, Construction Manager, and the County to expedite delivery of facilities.
 - f. Review and make recommendations, as required, of Contractor's proposed staging and safety program.
 - g. Review and make recommendations, as required, of Construction Manager's proposed schedule of values/trade payment breakdown and method of payment.
 - h. Coordinate activities of the Owner, Architect/Engineer and Construction Manager.
18. Provide additional related services as deemed appropriate by the County.

CONSTRUCTION PHASE--

The Owner's Representative work shall include, but not be limited to, the following tasks:

1. Provide periodic construction oversight of the project to review progress.
2. Monitor construction work for Contractor/Construction Manager compliance with contract and construction documents.
3. Participate in periodic Contractor/Construction Manager construction planning meetings.
4. Assist the County and the Architect/Engineer in monitoring the processing of shop drawings to ensure that it follows the schedule submitted by the Contractor/Construction Manager and that the Architect/Engineer reviews shop drawings in a timely manner.
5. Assist the County and the Architect/Engineer in securing building and environmental permits and approvals for construction.
6. Assist the County in reviewing the daily quality control inspection reports to ensure all tests required by the plans and specifications are performed.
7. Assist the County in determining the extent of hazardous materials within a job site, perimeter and the development of actions to be taken regarding disposal.
8. Assist the County in determining if the Contractor/Construction Manager has contacted all affected utilities with sufficient forewarning and arranged for inspection and acceptance of construction work and coordinated utility outages, closures, changeovers, disconnects, reconnections, etc.
9. Assist the County in ensuring all building department inspections are conducted in a timely and efficient manner.
10. Recommend rejection of all construction work or materials that do not comply with the contract requirements.
11. Review and approve materials and equipment that are under an allowance to avoid delays in work.
12. Recommend to the County, Architect and/or Engineer issuance of Notices of Non-Compliance to the Contractor/Construction Manager to correct non-

- conforming and/or defective work.
13. Recommend to the County, Architect and/or Engineer, as required, corrective actions to be ordered in writing if the Contractor/Construction Manager fails to promptly remove, correct, or replace rejected construction work or materials.
 14. Interface, as directed by the County, with user groups, local governments, business associations, etc., to inform participants of upcoming construction activities.
 15. Monitor Contractor/Construction Manager's construction schedule.
 16. Analyze construction progress vs. Contractor/Construction Manager's proposed invoice and make recommendation of payment to the Contractor/Construction Manager.
 17. Review and recommend actions to the County on proposed design and construction changes to assess impact on project budget.
 18. Review, evaluate, and make recommendations to the County, as required, on Contract modifications and change orders.
 19. Develop cost estimates as requested by the County.
 20. Maintain required records, photographs, files, and reports for the construction history of the project.
 21. Assist the County, Architect/Engineer, and Contractor/Construction Manager in preparation and review of punch lists and pre-final and final inspection of the work. Monitor performance of punch list work.
 22. Assist the County in assembly and transmittal of as-built documents, record drawings, manuals, and warranties.
 23. Clarify expected level of completion with Contractor/Construction Manager prior to pre-final, final inspection, and final acceptance.
 24. Coordinate final inspection, final acceptance.
 25. Coordinate turnover of project.
 26. Monitor Furniture, Fixtures and Equipment (FF& E) plan, purchase and installation, and monitor user moves.
 27. Turn over all Consultant-generated, project-related equipment, inventories, etc. to the County in closeout activities.
 28. Provide other services as deemed appropriate by the County.

B. Maximum Task Authorization Value

Maximum total for any individual Task Authorization shall not exceed \$250,000.00.

C. Task Authorization Procedure

This section briefly describes the expected process to be used to request work from the successful proposers.

1. County identifies the services that needs to be performed.
2. County issues a generally worded scope of work outlining the necessary improvement for a specific project to the construction manager to obtain pricing to complete the project.
3. Construction Manager drafts price proposal and submits to County for review. This proposal shall include the following:
4. Brief description of the work to be performed.
5. Labor costs for each of the major elements of work. Total cost of project.
6. List of sub-contractors.

7. Signed statement confirming that the Construction Manager has visited the site prior to preparing the estimate and is thoroughly familiar with the site and the scope of work.
8. Number of calendar days required to complete the work after County authorization. It is the responsibility of the construction manager to ensure that he has all the information necessary to prepare the estimate.
9. The completed cost proposal shall be signed and dated by the construction manager and returned to the County for review within ten (10) working days of request.
10. Upon review of all proposals received, the County will assign the project by issuing a Task Authorization.
11. The County's review and approval of the cost estimate shall become the sole price for each Task Authorization awarded. The County will only consider change orders in extreme cases.
12. A typical Task Authorization shall include the following:
 13. Sequential Tracking Number
 14. Description of the work to be performed
 15. Special Conditions (if applicable)
 16. Identification of all sub-contractors to be used (subject to County approval)
 17. Milestone Schedule and date of Completion
 18. Pertinent Attachments
19. Issuance by the County of a Purchase Order after the Task Authorization has been signed by both parties shall constitute the Notice to Proceed. The Construction Manager shall commence work no later than ten (10) working days after receipt of a Purchase Order.
20. The successful Construction Manager may subcontract up to 59% of the work value for each project and shall comply with statutory requirements regarding payment to sub-contractors.
21. The Construction Manager shall control all work.
22. If, in the County's opinion, the Construction Manager has been found to submit excessive pricing for any element of the task assigned which cannot be justified, the County may select an alternate Construction Manager for the work. If the Construction Manager has been found, in the County's opinion, to submit excessive pricing for work elements that cannot adequately be justified on a repeated basis, the County reserves the right to suspend the Construction Manager from the pre-qualified list.

EXHIBIT "B"**SAMPLE TASK AUTHORIZATION FORM****TASK AUTHORIZATION ORDER FORM****Osceola County
Task Authorization**

In accordance with the terms and conditions of the Agreement
ref.: RFP-19-10874-VJ, dated XX-XX-XXXX, the parties
hereto agree to perform the work itemized below.

County Project Manager:

Date:

Number:

Consultant:

Consultant Project Manager:

**NOTE: THE CONTRACTOR/CONSULTANT MAY NOT BEGIN WORK UNTIL A SIGNED PURCHASE
ORDER IS DELIVERD TO THE CONSULTANT.**

Summary of Work to be Completed by the Contractor/Consultant**Each Task Authorization package shall include:**

- Attachment A - Scope of Work
- Attachment B- Price Breakdown
- Attachment C - Schedule
- Attachment D – Sub-Consultants

Recommended By:

Department Administrator or delegate

Date:

Reviewed By:

County Attorney or delegate
(for projects in excess of \$50,000)

Date:

Reviewed By:

Commission Auditor or delegate
(for projects in excess of \$100,000)

Date:

Contractor/Consultant Approved**County Manager or Delegate Approval**

Name (print)

Name (print)

Signature:

Signature:

Date:

Date:

TA REVIEW AND APPROVAL PROCESS

1. The COUNTY will request written proposals from the OWNER REPRESENTATIVE(s) for each individual project. The task authorization form will include a summary of the proposed project, identifying the proposed project manager and shall include the following attachments at a minimum: Attachment A – Scope of Work, Attachment B – Price Breakdown, Attachment C – Schedule and Attachment D – Sub-Contractor.
2. Projects will be assigned to the individual firms based on current workload, schedule, availability and expertise, in the COUNTY'S sole discretion. Individual TA's shall not exceed \$250,000 in value.
3. The OWNER REPRESENTATIVE will perform and provide general owner's representative and project management services on a Task Authorization basis to include but not limited to:
 - a. A detailed description of work to be performed;
 - b. Total cost of proposal;
 - c. Signed statement confirming that the contractor(s) has visited the site prior to preparing the estimate and is thoroughly familiar with the site and the scope of work;
 - d. Number of calendar days required to complete the work after the County's Authorization.
 - e. Signed, dated, and completed cost proposal returned to the County for review within ten (10) working days of request;
 - f. Tracking number;
 - g. Special conditions (if applicable)
 - h. Milestone Schedule and date of Completion
 - i. Pertinent Attachments; and,
 - j. Associated work as necessary for the completion of the assigned Task Authorization.

Exhibit "C"
FEE SCHEDULE

Description	Unit	Unit Price
Project Executive/Principal	Hourly	\$ 175.00
Project Manager – DESIGN	Hourly	\$ 150.00
Project Manager – CONSTRUCTION	Hourly	\$ 160.00
Planner	Hourly	\$ 130.00
Graphic Specialist	Hourly	\$ 95.00
Senior Inspector	Hourly	\$ 115.00
Inspector	Hourly	\$ 100.00
Clerical	Hourly	\$ 65.00

Billing rates in the above tables are "loaded" hourly rates and include all overhead, costs, benefits per hourly unit rate.

Direct expenses which may incur in the completion of work tasks, including printing, binding, courier services, etc., and as approved in any individual Task Authorization, shall be reimbursed at actual cost.

Exhibit "D"

LIST OF SUB-CONSULTANTS

Exhibit "E"
Contractor Certification Regarding Scrutinized Companies
(Contracts of \$1,000,000.00 or more)

Contractor/Consultant Name: ZHA INCORPORATED

Contractor/Consultant FEIN: 59-2340397

Contractor/Consultant's Authorized Representative Name and Title:
FREDERICK J. MELLIN, JR., PRESIDENT/CEO

Address: 601 N. MAGNOLIA AVE STE 100

City: ORLANDO State: FLORIDA Zip: 32801

Phone Number: 407 422 7487 x 210

Email Address: RICK.MELLIN@ZHAINTL.COM

Section 287.135, Florida Statutes, prohibits local governments from contracting with companies, for goods or services of One Million and 00/100 Dollars (\$1,000,000.00) or more that are on the Scrutinized Companies Lists enumerated in Section 287.135, Florida Statutes.

As the person authorized to sign on behalf of the Respondent/Contractor, I hereby certify that the company identified above in the section entitled "Respondent/Contractor Name" is not listed on the Scrutinized Companies Lists. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the Respondent/Contractor to termination of the Agreement, civil penalties, attorney's fees, and/or costs.

CERTIFIED BY:  Date: 16 SEPT. 2019
Authorized Signature

Print Name: FREDERICK J. MELLIN, JR.

Print Title: PRESIDENT/CEO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/3/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Sihle Insurance Group, Inc.
1021 Douglas Ave.
Altamonte Springs FL 32714

CONTACT NAME: Certificate Dept.

PHONE (A/C, No, Ext): 407-869-0962

FAX (A/C, No): 407-774-0936

E-MAIL ADDRESS: Certificates@sihle.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Valley Forge Insurance Co.

20508

INSURER B : Continental Casualty

20443

INSURER C : Technology Insurance Company

42376

INSURER D : LANDMARK AMER INS CO

33138

INSURER E :

INSURER F :

INSURED
ZHA Incorporated
601 N Magnolia Ave #100
Orlando FL 32801

ZHAINCO-01

COVERAGES

CERTIFICATE NUMBER: 586539154

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y		B6045383187	9/5/2019	9/5/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 300,000 PERSONAL & ADV INJURY \$ 10,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			B6045383187	9/5/2019	9/5/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			6045382704	9/5/2019	9/5/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC3784720	4/1/2019	4/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			LHR772735	11/2/2018	11/2/2019	Each Claim Aggregate \$ 1,000,000 \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: C-19-0692-CJ

Osceola County Board of County Commissioners is included as Additional Insured with respect to General Liability when required by written contract.

30-Day Notice of Cancellation shall be provided with respect to General Liability (Umbrella policy follows form).

CERTIFICATE HOLDER

CANCELLATION

Osceola County Board of
County Commissioners
c/o Director of Human Resources
1 Courthouse Square, Ste.4200
Kissimmee FL 34741

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Florida Department of State

DIVISION OF CORPORATIONS

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /**Detail by Entity Name**

Florida Profit Corporation

ZHA INCORPORATED

Filing Information

Document Number	G53460
FEI/EIN Number	59-2340397
Date Filed	08/10/1983
Effective Date	08/05/1983
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	02/28/1991
Event Effective Date	NONE

Principal Address

601 N. MAGNOLIA AVENUE
SUITE #100
ORLANDO, FL 32801

Changed: 02/24/2014

Mailing Address

601 N. MAGNOLIA AVENUE
SUITE #100
ORLANDO, FL 32801

Changed: 02/24/2014

Registered Agent Name & Address

JUSTICE, III, THOMAS HP.A.
349 WYMORE ROAD NORTH
SUITE 107
MAITLAND, FL 32751

Name Changed: 03/22/2007

Address Changed: 03/22/2007

Officer/Director Detail**Name & Address**

Title Treasurer

BROOKS, ANDREW L
601 N. MAGNOLIA AVENUE
SUITE #100
ORLANDO, FL 32801

Title President

MELLIN, FREDERICK J
601 N. MAGNOLIA AVENUE
SUITE #100
ORLANDO, FL 32801

Title VP

BROSTROM, DARREL J
601 N. MAGNOLIA AVENUE
SUITE #100
ORLANDO, FL 32801

Title Corporate Secretary

ROBY, WENDY A
601 N. MAGNOLIA AVENUE
SUITE #100
ORLANDO, FL 32801

Annual Reports

Report Year	Filed Date
2017	01/10/2017
2018	01/25/2018
2019	02/14/2019

Document Images

02/14/2019 -- ANNUAL REPORT	View image in PDF format
01/25/2018 -- ANNUAL REPORT	View image in PDF format
01/10/2017 -- ANNUAL REPORT	View image in PDF format
02/01/2016 -- ANNUAL REPORT	View image in PDF format
01/29/2015 -- ANNUAL REPORT	View image in PDF format
07/30/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
02/24/2014 -- ANNUAL REPORT	View image in PDF format
06/10/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
02/13/2013 -- ANNUAL REPORT	View image in PDF format
03/13/2012 -- ANNUAL REPORT	View image in PDF format
04/11/2011 -- ANNUAL REPORT	View image in PDF format
03/26/2010 -- ANNUAL REPORT	View image in PDF format
02/09/2009 -- ANNUAL REPORT	View image in PDF format
04/14/2008 -- ANNUAL REPORT	View image in PDF format
03/22/2007 -- ANNUAL REPORT	View image in PDF format
05/02/2006 -- ANNUAL REPORT	View image in PDF format

02/28/2005 -- ANNUAL REPORT	View image in PDF format
04/30/2004 -- ANNUAL REPORT	View image in PDF format
01/24/2003 -- ANNUAL REPORT	View image in PDF format
02/01/2002 -- ANNUAL REPORT	View image in PDF format
01/26/2001 -- ANNUAL REPORT	View image in PDF format
01/20/2000 -- ANNUAL REPORT	View image in PDF format
02/19/1999 -- ANNUAL REPORT	View image in PDF format
04/22/1998 -- Reg. Agent Change	View image in PDF format
01/27/1998 -- ANNUAL REPORT	View image in PDF format
04/25/1997 -- ANNUAL REPORT	View image in PDF format
04/08/1996 -- ANNUAL REPORT	View image in PDF format
04/13/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

Exhibit A - Osceola County RFP 19-10874-VJ agreement with ZHA-Construction Management & Owner Services

RFP-19-10874-VJ	Due Date & Time: Tuesday, June 25, 2019 at 2:00 PM	Advertised Date: Sunday, May 19, 2019 and Thursday, May 23, 2019
Procurement Analyst: Valentina Johnson Email: valentina.johnson@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title: Owner's Representative Services on a Task Authorization Basis for Community Development Projects		



Request for Proposals
 Osceola County Board of County Commissioners
 Procurement Services Office
 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741
 Phone (407) 742-0900 Fax (407) 742-0901



To: All Prospective Proposers
 From: Valentina Johnson
 Subject: RFP-19-10874-VJ Owners Representative Services for Community Development Projects.
 Date: May 12, 2019

Dear Potential Proposer:

Osceola County Government, an Equal Employment Opportunity (EEO) employer, does hereby announce that it is accepting written proposals from all qualified firms or individuals interested in providing the services generally described herein and as specified in the "Scope of Services" of this Request for Proposals (RFP) document. The successful proposer(s) must demonstrate by his/hers qualifications, experience, availability, approach and work plan that he/she will best serve the overall needs of Osceola County.

If you are interested in preparing a response to this RFP, please read requirements carefully and complete the proposal in the manner as set forth in this RFP document. Your response is considered a binding offer to perform in the manner described in the proposal response and shall remain a firm offer for a period not to exceed one hundred eighty (180) days from public opening. Also please be aware that, under the competitive proposal process, the stipulations set forth herein are fully binding on the proposer to the extent that you confirm acceptance by your signature on Attachment "F".

There will be no pre-proposal conference held for this project. Questions regarding this solicitation must be received in writing at the address above no later than Monday, June 10, 2019 at 5:00 PM, Local Time. Responses to those questions considered material to the solicitation shall be distributed via formal addenda and posted to the Osceola County VendorLink site; <https://vendorlink.osceola.org>. You may also access VendorLink by using the link located on the Procurement Services section page of www.osceola.org.

All proposers are advised that under chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

Osceola County welcomes your response to this RFP document. Proposals should be prepared in accordance with the RFP instructions and will be evaluated by Osceola County as stated in the evaluation section of this document. Osceola County reserves the right to waive any formalities, to reject any or all proposals or to re-advertise for proposals for these services. Osceola County may withdraw all or part of this RFP at any time to protect the interests of the County. All proposers are asked to be thorough yet concise in their response. Failure to provide the response in the manner prescribed herein may be grounds for disqualification.

Thank you for your interest in doing business with Osceola County.

Procurement Services Office

Exhibit A -Osceola County RFP 19-10874-VJ agreement with ZHA-Construction Management & Owner Services

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ATTACHMENT	TITLE	PAGE NO.
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Title: Owner's Representative Services on a Task Authorization Basis for Community Development Projects		

Section I. Overview of Project.**A. Intent.**

It is the intent of this solicitation to engage one or more qualified firms to perform as Owner's Representative by providing general consulting, advisory, management and owner's representative services during the design and construction of projects designated by Osceola County on a Task Authorization basis. During the Preconstruction Phase, the Owner's Representative will assist in implementation of design, scheduling and value engineering as described in Section II. During the Construction Phase, the Owner's Representative will assist in oversight of construction-related activities as described in Section II.

The selected firm/agency/company, including partnerships and joint ventures, shall remain ineligible to compete for the design and or construction of any improvement projects associated with the management services to be performed under this agreement and as described herein.

Construction Manager at Risk firms currently under engagement by the County are ineligible to compete for the services in this Request for Proposals as this would present a conflict of interest.

B. Background.

Osceola County, Florida was created in 1887. Osceola County is a 1,506 square mile area that serves as the south/central boundary of the Central Florida Region and the Greater Metropolitan Area. The City of Kissimmee, the County Seat, is 18 miles due south of Orlando. Osceola's other incorporated City, Saint Cloud, is 9 miles east of Kissimmee, and approximately 45 miles west of the City of Melbourne on the Atlantic Coast.

An urban and urbanizing area in the northwest quadrant of the County dominates Osceola County's geography. This area is adjoining to Polk and Orange County and includes most of Osceola's population. It includes the incorporated areas of Kissimmee and Saint Cloud, the unincorporated communities of Poinciana and Buenaventura Lakes, and subdivisions ranging from Narcoossee in the northeast to Campbell City and Intercession City in the southwest to Deer Run and the Saint Cloud Manor areas in the south.

C. Term of Agreement.

It is anticipated an Agreement will be awarded for a three (3) year term to begin upon approval and execution by the County; with the opportunity for additional one (1) year renewal periods when in the best interest of the County. Total contract length, including all renewals shall not exceed five (5) years. The decision to renew or extend the contract shall be at the discretion of the County. The successful proposer(s) shall be required to review the Owners Representative Services with the County on a semi-annual basis.

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Exhibit A - Osceola County RFP 19-10874-VJ agreement with ZHA-Construction Management & Owner Services

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Section II. Scope of Services and Technical Requirements.**A. Scope of Services.**

The Osceola County Board of County Commissioners intends to engage the services of one or more firms that are deemed most qualified, responsible, and responsive to this request. The scope of required services under the proposed contracts will include, but not be limited to, the services as described below.

PRECONSTRUCTION PHASE-

The Owner's Representative work shall include, but not be limited to, the following tasks:

1. Facilitate cooperation and communications among all parties associated with the project, providing full information in a timely manner.
2. Participate in project meetings.
3. Review Architectural/Engineering plans, specifications and construction documents for consistency and coordination of technical disciplines.
4. Participate in reviews of design documents for conformance with project scope, budget, and construction phase.
5. Review and make recommendations regarding construction bid packaging to facilitate an effective construction process.
6. Review and monitor architectural/engineering design schedules to ensure adequate progress is being achieved to attain project objectives.
7. Review and monitor project budgets, recommend actions as required to maintain established project budget.
8. Develop cost estimates as requested by the County.
9. Review and recommend payment of Architect/Engineer invoices based on progress and overall accomplishment.
10. Assist the County in evaluating contract changes, modifications, and change orders submitted by the Architect/Engineer.
11. Interface, as directed by the County, with user groups, local governments, and business associations to inform parties of plans and progress of design and/or proposed construction activities.
12. Assist the County, Architect and/or Engineer in obtaining the required permits and approvals, if necessary.
13. Assist the County in establishing milestones for project completion and associated activities.
14. Assist the County in developing preconstruction conference checklists.
15. Assist the County in LEED certification processing when necessary and appropriate.
16. **For traditional Contractor delivery method:**
 - a. Review and make recommendations, as required, regarding the Contractor's construction plan for the facility.
 - b. Facilitate cooperation among Architect/Engineer, Contractor, and the County to expedite delivery of facilities.
 - c. Review and make recommendations, as required, of Contractor's proposed staging and safety program.
 - d. Review and make recommendations, as required, of Contractor's proposed Schedule of Values breakdown.
 - e. Coordinate activities of the Owner, Architect/Engineer, and Contractor.
17. **For Construction Management delivery method:**
 - a. Review and make recommendations, as required, regarding the Construction Manager's construction plan for the facility.
 - b. Review and make recommendations regarding the Construction Manager's proposed construction sequencing schedule and bid packages, including review of proposed suppliers and subcontractors.
 - c. Assist the County in establishing basis for the Guaranteed Maximum Price (GMP) contract with the Construction Manager.
 - d. Reconcile cost estimates and assist the County in negotiations with the Construction Manager and their GMP.
 - e. Facilitate cooperation among Architect/Engineer, Construction Manager, and the County to expedite delivery of facilities.
 - f. Review and make recommendations, as required, of Contractor's proposed staging and safety program.
 - g. Review and make recommendations, as required, of Construction Manager's proposed schedule of values/trade payment breakdown and method of payment.
 - h. Coordinate activities of the Owner, Architect/Engineer and Construction Manager.

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Title: Owner's Representative Services on a Task Authorization Basis for Community Development Projects		

18. Provide additional related services as deemed appropriate by the County.

CONSTRUCTION PHASE--

The Owner's Representative work shall include, but not be limited to, the following tasks:

1. Provide periodic construction oversight of the project to review progress.
2. Monitor construction work for Contractor/Construction Manager compliance with contract and construction documents.
3. Participate in periodic Contractor/Construction Manager construction planning meetings.
4. Assist the County and the Architect/Engineer in monitoring the processing of shop drawings to ensure that it follows the schedule submitted by the Contractor/Construction Manager and that the Architect/Engineer reviews shop drawings in a timely manner.
5. Assist the County and the Architect/Engineer in securing building and environmental permits and approvals for construction.
6. Assist the County in reviewing the daily quality control inspection reports to ensure all tests required by the plans and specifications are performed.
7. Assist the County in determining the extent of hazardous materials within a job site, perimeter and the development of actions to be taken regarding disposal.
8. Assist the County in determining if the Contractor/Construction Manager has contacted all affected utilities with sufficient forewarning and arranged for inspection and acceptance of construction work and coordinated utility outages, closures, changeovers, disconnects, reconnects, etc.
9. Assist the County in ensuring all building department inspections are conducted in a timely and efficient manner.
10. Recommend rejection of all construction work or materials that do not comply with the contract requirements.
11. Review and approve materials and equipment that are under an allowance to avoid delays in work.
12. Recommend to the County, Architect and/or Engineer issuance of Notices of Non-Compliance to the Contractor/Construction Manager to correct non-conforming and/or defective work.
13. Recommend to the County, Architect and/or Engineer, as required, corrective actions to be ordered in writing if the Contractor/Construction Manager fails to promptly remove, correct, or replace rejected construction work or materials.
14. Interface, as directed by the County, with user groups, local governments, business associations, etc., to inform participants of upcoming construction activities.
15. Monitor Contractor/Construction Manager's construction schedule.
16. Analyze construction progress vs. Contractor/Construction Manager's proposed invoice and make recommendation of payment to the Contractor/Construction Manager.
17. Review and recommend actions to the County on proposed design and construction changes to assess impact on project budget.
18. Review, evaluate, and make recommendations to the County, as required, on Contract modifications and change orders.
19. Develop cost estimates as requested by the County.
20. Maintain required records, photographs, files, and reports for the construction history of the project.
21. Assist the County, Architect/Engineer, and Contractor/Construction Manager in preparation and review of punch lists and pre-final and final inspection of the work. Monitor performance of punch list work.
22. Assist the County in assembly and transmittal of as-built documents, record drawings, manuals, and warranties.
23. Clarify expected level of completion with Contractor/Construction Manager prior to pre-final, final inspection, and final acceptance.
24. Coordinate final inspection, final acceptance.
25. Coordinate turnover of project.
26. Monitor Furniture, Fixtures and Equipment (FF& E) plan, purchase and installation, and monitor user moves.
27. Turn over all Consultant-generated, project-related equipment, inventories, etc. to the County in closeout activities.
28. Provide other services as deemed appropriate by the County.

- B. Maximum Task Authorization Value.** Maximum total for any individual Task Authorization shall not exceed \$250,000.00.

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Title: Owner's Representative Services on a Task Authorization Basis for Community Development Projects		

C. Task Authorization Procedure: This section briefly describes the expected process to be used to request work from the successful proposers.

1. County identifies the services that needs to be performed.
2. County issues a generally worded scope of work outlining the necessary improvement for a specific project to the construction manager to obtain pricing to complete the project.
3. Construction Manager drafts price proposal and submits to County for review. This proposal shall include the following:
 - a. Brief description of the work to be performed.
 - b. Labor costs for each of the major elements of work. Total cost of project.
 - c. List of sub-contractors.
 - d. Signed statement confirming that the Construction Manager has visited the site prior to preparing the estimate and is thoroughly familiar with the site and the scope of work.
 - e. Number of calendar days required to complete the work after County authorization. It is the responsibility of the construction manager to ensure that he has all the information necessary to prepare the estimate.
 - f. The completed cost proposal shall be signed and dated by the construction manager and returned to the County for review within ten (10) working days of request.
 - g. Upon review of all proposals received, the County will assign the project by issuing a Task Authorization.
4. The County's review and approval of the cost estimate shall become the sole price for each Task Authorization awarded. The County will only consider change orders in extreme cases.
5. A typical Task Authorization shall include the following:
 - a. Sequential Tracking Number
 - b. Description of the work to be performed
 - c. Special Conditions (if applicable)
 - d. Identification of all sub-contractors to be used (subject to County approval)
 - e. Milestone Schedule and date of Completion
 - f. Pertinent Attachments
6. Issuance by the County of a Purchase Order after the Task Authorization has been signed by both parties shall constitute the Notice to Proceed. The Construction Manager shall commence work no later than ten (10) working days after receipt of a Purchase Order.
7. The successful Construction Manager may subcontract up to 59% of the work value for each project and shall comply with statutory requirements regarding payment to sub-contractors.
8. The Construction Manager shall control all work.
9. If, in the County's opinion, the Construction Manager has been found to submit excessive pricing for any element of the task assigned which cannot be justified, the County may select an alternate Construction Manager for the work. If the Construction Manager has been found, in the County's opinion, to submit excessive pricing for work elements that cannot adequately be justified on a repeated basis, the County reserves the right to suspend the Construction Manager from the pre-qualified list.

Section III. General Instructions for Proposal Preparation and Delivery.

A. Requesting the Solicitation Document.

The RFP documents are available on-line at no charge via the Osceola County VendorLink site: <https://vendorlink.osceola.org>. **Register as a vendor to download the solicitation documents.** You may also download the solicitation documents via the link located on the Procurement Services section page of www.osceola.org. Osceola County is not responsible for errors and omissions occurring in the transmission or downloading of any documents from these websites. In the event of any discrepancy between information on these websites and the hardcopy specifications, the terms of the hardcopy specifications shall prevail. For more information call the Procurement Services Office at (407) 742-0900. **Important:** The desire of Osceola County to pursue proposals shall in no way obligate the County to compensate you for your efforts or to execute a contract with your firm.

B. On-Line Service Provider Disclaimer.

VendorLink has no affiliation with Osceola County other than as a service that facilitates communication between the County and its vendors. VendorLink is an independent entity and is not an agent or representative of the County. Communications to VendorLink do not constitute communications to the County.

Exhibit A -Osceola County RFP 19-10874-VJ agreement with ZHA-Construction Management & Owner Services

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C. Solicitation Documents from Third Party Providers.

The Osceola County Procurement Services Office and its service provider VendorLink are the only authorized sources of solicitation documents/forms. Solicitation documents/forms obtained from any other third party source may contain an incomplete set of documents. Proposers using solicitation documents/forms obtained from any other third party source are advised to contact the Osceola County Procurement Services Office to provide a contact name, mailing address, phone number, fax number, and email address to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of Osceola County is prohibited.

D. Pre-Proposal Conference.

There will be no pre-proposal conference for this project.

IMPORTANT NOTE: It is imperative that all proposers have a clear understanding of the scope of services requirements. As such, the County reserves the right to schedule a pre-proposal conference. Therefore, in the event a mandatory pre-proposal conference is required and/or subsequently scheduled, attendance will be a pre-requisite for submitting a proposal; and proposals will only be accepted from those who are represented at a mandatory pre-proposal conference. Attendance at the pre-proposal conference will be evidenced by the proposer's/representative's signature on the attendance roster. In the event of a mandatory pre-proposal conference, the time, date, and location of the meeting will be noted in the released Addendum notifying such requirement. Please plan your travel time accordingly.

E. Interpretation and Questions.

All questions relating to this RFP document must be in writing and hand-delivered or delivered electronically through email or fax to the designated Procurement Services Office Representative **no later than Monday, June 3, 2019 at 5:00 PM Local Time**. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Procurement Services Office Representative. Any oral communications will not be authoritative and will not be binding on the County. It is the sole responsibility of the proposer to contact the Procurement Services Office prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each proposal. Addenda will be available to all proposers on the Osceola County VendorLink site: <https://vendorlink.osceola.org> and via the link located on the Procurement Services section page at www.osceola.org.

F. Preparation and Format.

Proposals should be prepared in a clear and concise manner to meet the requirements of the RFP. Emphasis should concentrate on conformance to the RFP instructions, responsiveness to the requirements, as well as completeness and clarity of content.

G. Page Limitation.

Proposal packages shall be limited to **not more than 30 PAGES**, printed on a single side of paper, with a font no less than twelve (12) point.

Note: Required attachments will not be counted in the 30 page limitation.

H. Completeness.

Proposals shall contain the information as required in this solicitation. Failure to submit all information as requested may result in a lowered evaluation score of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the County. The following list details the appropriate proposal format:

1. Selection dividers with tabs labeled. Tab "A" through Tab "E", to identify each required criteria in Section V;
2. All attachments shall be placed under the appropriate tab for that sub-section.
3. Currently valid Certificates of Insurance; and Local Business Tax Receipt (formerly known as Occupational License) shall be placed under Tab "A" of your proposal.

I. Corporate Standing and Authorized Signatory.

The bidder or proposer must demonstrate that the company is in good standing and that the person signing this bid or proposal is authorized on behalf of the bidder or proposer to sign bids, proposals, negotiate and/or sign contracts, agreements, amendments and related documents to which the bidder/proposer will be duly bound. The bidder/proposer **must provide a copy of the State Certificate of Good Standing/Articles of Incorporation**

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listing the officers of the company. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

1. A copy of your Articles of Incorporation listing the approved signatories of the corporation
2. A copy of a resolution listing the members of staff as authorized signatories for the company.
3. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

J. Proposal Reproduction.

Please submit four (4) copies of the proposal package, one (1) unbound original and three (3) bound copies. The submittal MUST also include a single CD-ROM or memory stick containing the entire submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

K. Proposal Submittal and Delivery.

Sealed proposals must be received and date stamped in the Osceola County Procurement Services Office by the specified **Tuesday, June 25, 2019 at 2:00 PM local time deadline**. Proposals received after the stated date and time will not be accepted and will be returned unopened. **No exceptions will be made.** Proposals shall be submitted and delivered to the below address in a sealed, opaque envelope or packaging material, plainly marked on the outside with the following:

Osceola County Procurement Services Office
1 Courthouse Square, Suite 2300
Kissimmee, Florida 34741
RE: Solicitation **RFP-19-10874-VJ**
Solicitation Title: **Owners Representative Services for Community Development Projects**

Attention: **Valentina Johnson**

For your convenience, Attachment "M" has been provided to properly identify and affix to your RFP response.

L. Improper Identification and Timeliness.

The County is not responsible for the failure of a proposer or the proposer's agent to submit responses in a timely manner or for a proposal that is not properly addressed or identified. Proposal delivery by electronic means, such as facsimile and e-mail, is not allowed.

M. Public Opening of Proposals.

Proposals will be announced publicly in the Procurement Services Office on the above appointed date and time or as soon thereafter as possible. Only the names of the respondents will be announced. All other information will be subject to Florida's Open Government Laws to Public Contracting.

N. Withdrawal of Proposals.

Proposals may not be withdrawn for a period of **one hundred eighty days (180)** days after the public opening date.

O. Ownership of Documents.

All documents resulting from this RFP solicitation shall become the sole property of Osceola County.

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Section IV. Proposal Schedule.

Tentative Schedule	
Task	Date
RFP Released to General Public	Sunday, May 19, 2019
Deadline for Questions by Interested Parties	Monday, June 10, 2019
Proposal Due Date and Opening	Tuesday, June 25, 2019
Evaluation and Selection	July/August 2019
Board of County Commissioners or County Manager's Approval of Contracts	August 2019

Section V. Proposal Response, Criteria, and Evaluation Point Values.

Evaluation Criteria	
Category	Points
A. Firm Qualifications and Experience	25
B. Similar Projects	20
C. Project Approach	20
D. Price Proposal / Acceptance of Proposal Terms and Conditions Certification (Attachment F)	35
E. Additional Information	0
Total Points	100

A. Firm Qualifications and Experience – Tab “A” (25 Points).

- Letter of Transmittal.** Provide a letter of transmittal, no longer than two (2) pages, signed by an authorized representative of the proposer, including a brief description of your firm's location, organization structure, and philosophy. (This section is *not* included in the overall proposal 30 page count.)
- Individuals and Qualifications.** Identify and include qualifications of specific individuals to be assigned to the project (include names, contact information, and resumes) and specify which services the individuals will provide to Osceola County.
- Sub-Contractors.** Proposers must list any sub-contractors that shall be used to accomplish the scope of services on the Proposed Schedule of Subcontractor Participation Form (Attachment “G”). If no subcontractors are going to be used, check the box for Subcontractors will not be utilized for this project at the top of the form.
- Litigation.** Please list any past and/or pending litigation or disputes relating to the work described herein that your firm has been involved in within the last five (5) years. The list shall include each project name and the nature of the litigation.
- Financial Information.** Provide an official letter from the proposer's financial institution detailing the financial status of the proposer. The letter shall include a contact name, address, phone number, and fax number. The failure to produce financial requirements may be grounds for disqualification of your offer.
- Insurance Certificates.** Provide copies of your current liability and workers' compensation Certificates of Insurance. The successful offeror will be required to provide Certificate(s) of Insurance evidencing coverage as required in Attachment “B” within five (5) business days of the notification of intent to award. **Note:** Policies other than Workers' Compensation shall be issued only by companies authorized to conduct business

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in the State of Florida, with active certificates of authority issued by the State of Florida, Department of Insurance.

7. **Corporate Standing and Authorized Signatories.** Proposers must provide a copy of the State Certificate of good standing listing the officers of the company. If the signatory is not one of the officers listed on the State Certificate, the bidder/proposer must complete the Articles of Incorporation / Corporate Documents Form (Attachment "I") or provide one of the forms of evidence of Signatory Authority listed in Section III, I Corporate Standing and Authorized Signatories.
8. **Public Entity Crimes.** Proposers must complete the Public Entity Crimes Statement (Attachment "C") and have it notarized.
9. **Conflict of Interest.** Proposers must provide disclosure of any potential conflict of interest due to any other clients, contracts, or property interests for this project only. Complete the Conflict of Interest Statement (Attachment "D") and have it notarized certifying that no member of your firm ownership, management, or staff has a vested interest in any aspect of this solicitation or any department within the Osceola County Government.
10. **Local Business Tax Receipt (formerly Occupational License).** Provide a copy of your Local Business Tax Receipt. Osceola County requires a Local Business Tax Receipt (formerly Occupational License) be held by all its contractors. Please contact the Tax Collector/Local Business Tax Receipt Office directly for information concerning this requirement at (407) 742-4000. In accordance with section 205.065, Florida Statutes, a current Department of Professional Regulation certificate may be provided in lieu of an Osceola Local Business Tax Receipt, with a copy of the corresponding Occupational License of the home state, county, or city.
11. **IRS W-9 Form.** Vendors that have not done business with the County or have not provided an updated W-9 Form within the past two (2) years, must complete IRS Form W-9, Request for Taxpayer Identification Number and Certification (Attachment "K") and submit with the proposal.

B. Similar Projects – Tab "B" (20 Points).

To demonstrate experience and success in conducting similar work, the proposer shall provide a minimum of three (3) references of similar size projects in similar circumstances with appropriate reference information, concentrating only on those projects completed within the last two (2) years or currently underway by the proposer's firm, as follows:

1. Client name, address, phone, fax number and email address;
2. Description of all services provided;
3. Performance period; and,
4. Total annual amount of contract.

Describe any significant or unique awards received or accomplishments made in previous, similar projects.

NOTE: Please do not include projects completed or currently underway with Osceola County Government.

C. Project Approach – Tab "C" (20 Points).

1. State your firm's technical approach to the project and the interpretation of the scope of services required.
2. Define the adequacy of resources, including personnel, labor, equipment and supply resources, and other requirements to provide the requested services.
3. Provide a clear statement of the specific services and tasks to be performed. Include information concerning each task and staff committed to accomplish each task.
4. Provide an implementation schedule for proposed services including any management and planning strategies.
5. Provide information regarding any proposed innovative concepts that may enhance the value and quality of the services to be performed.

D. Fee Schedule – Tab "D" (35 Points).

The Price Proposal and Acceptance of Proposal Terms and Conditions Certification, Attachment "F", pages 27-28 shall be completed and included in Tab D. An authorized signatory must sign page 27 attesting to knowledge of scope of services, committing to the prices as offered, and acceptance of the terms and conditions. This form must be notarized. As stewards of public funds, the County maintains all adopted budgetary parameters in the performance of its contracts. The ability of the successful proposer to maintain a sense of fiscal responsibility shall be favorably considered in the evaluation of proposals.

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E. Additional Information – Tab “E” (No Assigned Points).

Proposers may include a section for appendixes including promotional material or supporting documentation not otherwise requested herein. Please clearly designate this section in your response. This will be for informational purposes only.

Section VI. Evaluation Process.**A. Determining Responsibility.**

In conjunction with the weighted criteria being used to determine the capability of the proposal, the County may also consider the proposer's ability to meet or exceed the following criteria:

1. The proposer's ability, capacity, and skill to perform the contract or provide the service within the time specified;
2. The quality of performance of previous contracts or services including previous performance with the County;
3. Previous and existing compliance by the proposer with laws and ordinances relating to the contract or service;
4. Financial resources of the proposer to perform the contract or provide the service; and,
5. Whether the proposer is in arrears to the County on a debt or a contract; whether the proposer is in default on surety to the County; or whether the proposer's taxes are delinquent.

B. Evaluation Committee.

The Evaluation Committee (EC) is comprised of qualified and recommended Osceola County staff members, professional County advisors, or local government staff or officials which are appointed by the County Manager or Designee in coordination with the requesting department. The EC shall consist of members who have experience, knowledge and/or expertise in the program area and service requirements of the solicitation. The Procurement Services Office Representative shall be the non-voting chair of the committee.

C. Initial Evaluation of Proposals.

The Procurement Services Office Representative shall perform the initial review of all proposals submitted for initial qualifications certification. This process includes, but is not limited to the following:

1. The proposal was submitted by the deadline;
2. All required documents have been submitted;
3. All documents requiring an original signature have been signed and submitted; and,
4. Verification through the professional regulatory agency to ensure proper professional licenses or credentials, as required.

A checklist of the essential items required by the solicitation shall be prepared by the Procurement Services Office Representative and presented to the EC for consideration and action. The County, at its sole discretion, may utilize the services of one or more independent firms, consultants, technical experts, and/or services to assist in the review or to provide an assessment, evaluation, and/or opinion as to the merits or validity of the proposer's response to this RFP.

D. Presentations or Interviews.

The County may request that proposers provide presentations to the EC, County Manager, and/or Board of County Commissioners; and/or conduct interviews with the selected proposers regarding the qualifications, ability to furnish the required services, and all criteria set forth herein. The Procurement Services Office will notify all proposers of the County's decision to request presentations and/or interviews, as applicable. Pursuant to Florida Statute Chapter 286, any portions of a meeting, at which a vendor makes an oral presentation, or answers questions as part of a competitive solicitation, are exempt from Florida Statute 286.011 and Statute 24(b), Article I of the State Constitution.

E. Best and Final Offer and Negotiations.

The County may request that the respondents provide a Best and Final Offer submittal before final determination for recommendation of contract award. The contract negotiation team will include, at a minimum, a member from the Procurement Services Office and a member from the end use department. The County reserves the right to negotiate any and all elements of a contract resulting from this request for proposal. Pursuant to Florida Statute Chapter 286, any portion of a meeting, at which negotiation strategies are discussed, or negotiations with a vendor is conducted, are exempt from Florida Statute 286.011 and Statute 24(b), Article I of the State Constitution.

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F. Right to Cancel or Reject.

A solicitation may be canceled, or any or all submittals in response to a solicitation issued by the County may be rejected, in whole or in part, without recourse, when it is in the best interest of the County in accordance with the Administrative Code, Chapter 3. The County reserves the right to accept or reject any or all proposals, or any part thereof, with or without cause, without recourse, to waive technicalities or irregularities, and to accept or reject proposals which, in its judgment, best serve the interest of the County. The County also reserves the right to reject the proposal from a proposer who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not in a position to perform the contract. The cost of submittal of this proposal is considered an operational cost of the proposer and shall not be passed on to or be borne by the County.

G. EC Tabulation.

The tabulation of the EC evaluation will be posted via the Osceola County VendorLink site: <https://vendorlink.osceola.org>. Tabulation of proposal selections may also be viewed via the link located on the Procurement Services section page of www.osceola.org. Interested proposers may also call the Osceola County Procurement Services Office for results.

H. Protests.

1. Notice of Solicitation Bid Protests: Any person intending to submit a bid or proposal may protest an alleged Irregularity or defect in the procurement process by which such person is aggrieved by filing with the Procurement Services Office Director a Notice of Solicitation Protest setting forth in writing the nature of the protest, the grounds upon which it is based and the relief sought. The Notice of Solicitation Protest must be received in the Procurement Services Office at least three (3) business days prior to the due date for the Solicitation. Failure to file a Notice of Protest in a timely manner shall constitute a waiver of rights hereunder.
2. Notice of Award Protest: Any Bidder or Respondent, who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Protest, in writing with the Procurement Services Office, by 5:00 pm on the third (3rd) business day after the Notice of Intent to Award is posted. An Award Protest is not valid if filed by a Bidder who cannot show they would be awarded the Contract if their protest is upheld. A timely filing of a bid protest by an aggrieved bidder or proposer may stay further procurement proceedings. It shall be at the discretion of the Osceola County Manager whether the performance of the Contract should be stayed. The Procurement Services Director shall consider the protest, make any other pertinent inquiries and shall have the opportunity to begin to resolve the protest by mutual agreement between the parties. The Procurement Services Director shall confer with the Osceola County Attorney and Osceola County Manager or designee to review the basis for the protest and the results of the inquiries and concur on a determination. The Procurement Service Director will send the protestor a Notice of Determination within five (5) Business Days of the County's determination.

I. Award of Contract.

1. The County Manager, or designee, shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract or agreement to the Board. The County Attorney's Office may review all contract documents. Other experts may be consulted to assist in this process.
2. The Procurement Services Office and the requesting Department will prepare the required award documents and make recommendations for approval to the Board of County Commissioners or County Manager. Upon award, the Chairman/Vice Chairman or County Manager, as applicable, will execute the agreement. The Board of County Commissioners retains full discretion to award or reject a contract, or authorize expenditures in the best interest of the County.
3. Non-Exclusive Contract: Award of this project shall impose no obligation on the County to utilize the successful proposer for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest.
4. Ownership and Rights in Data: Any work, product or deliverable report provided to the County as a result of work performed while under contract shall be considered the property of the County and may be used in any fashion the County deems appropriate. The County shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the successful proposer pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the awarded contract.

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Section VII. General Terms and Conditions.**A. Fund Availability.**

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. Osceola County abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

B. Prompt Payment Act.

Payments will be made pursuant to section 218.70, Florida Statutes, Florida's Prompt Payment Act.

C. Local Business Tax Receipt (formerly Occupational License).

Osceola County requires a Local Business Tax Receipt (formerly Occupational License) be held by all its contractors. Please contact the Tax Collector/Local Business Tax Receipt Office directly for information concerning this requirement at (407) 742-4000.

D. Permits, Licenses, or Fees.

Any permits, licenses, or fees required will be the responsibility of the proposer. The County will not entertain separate payment for these items.

E. Taxes.

Osceola County is tax exempt. As such, the County does not pay State of Florida Sales Tax or Federal Excise Tax. The County's State Sales Tax exemption number is 85-8013132398C-5 and the Federal Exemption Identification Number is 59-6000780.

F. Governing Laws and Venue.

Any contractual arrangement between Osceola County and the proposer shall be consistent with, and be governed by, the ordinances of Osceola County, the laws of the State of Florida, both procedural and substantive, and applicable federal statutes, rules, and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Osceola County, Florida.

G. Conflict of Interest.

All proposers must disclose, with their proposal, the name of any officer, director, or agent who is also an officer or employee of Osceola County. Furthermore, all proposers must disclose the name of any Osceola County officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the proposer's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the proposer or the cancellation of work. It is the sole responsibility of the proposer to ensure compliance with the County Administrative Code, Chapter 3, Section 3.3-2, Conflict of Interest. Please complete and submit Attachment "D" with your proposal response. The County may seek damages for the recoupment of losses in having to re-solicit or re-assign this project.

H. Additional Terms and Conditions.

No additional terms and conditions included within the proposal response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the proposer's authorized signature affixed to the proposal signature section attests to this.

I. Liability.

The successful proposer shall act as an independent contractor and not as an employee of Osceola County. The successful proposer will be required to indemnify, defend, and hold and save harmless Osceola County, its officers, agents, and employees, from damages arising from the performance of, or the failure to perform, any task or duty required to be performed by the successful proposer.

J. Indemnification.

1. General Liability: The successful proposer will agree to be liable for any and all damages, losses, and expenses incurred to the County, caused by the acts and/or omissions of the successful proposer, or any of its employees, agents, sub-contractors, representatives, or the like. The successful proposer will agree to

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indemnify, defend and hold the County harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the successful proposer, or any of its employees, agents, sub-contractors, representatives or the like.

2. Patent or Copyright: The successful proposer shall indemnify and hold harmless, and defend the County and the Board of County Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands or actions at law or in equity, including court costs and attorney's fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by the successful proposer during or after completion of this project. These obligations shall survive acceptance of any goods, services and/or performance payment therefore by the County.

K. Insurance Requirement.

1. Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's Local Business Tax Receipt (Reference Section VII, letter C) with your proposal submittal.
2. The successful proposer(s) shall provide original certificates of Insurance, evidencing coverage as required in Attachment "B", to Osceola County Procurement Services within five (5) regular business days of the notification of the intent to award the Agreement. Certificates of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to Osceola County and shall name Osceola County Board of County Commissioners as the Certificate Holder.
3. All insurance certificates shall remain valid and in full force for the term of the Agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded Agreement.

L. Public Entity Crimes.

A person or affiliate who has been placed on the convicted contractor list, following a conviction for public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to any public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, in CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By completion and submittal of Attachment "C" and signature on this solicitation, the proposer certifies that it is qualified to do business with Osceola County in accordance with all Florida Statutes.

M. Acceptance of Goods/Services.

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to section 218.70, Florida Statutes, until such time as the successful proposer takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County may refuse final acceptance of the goods/services.

N. MWBE, LSBE and SDVBE Programs.

The Osceola County Board of County Commissioners has established a Minority and Woman-owned Business Enterprise (MWBE) and Local Small Business Enterprise Programs (LSBE) with a combined goal of 25% contractor and subcontractor participation. The purpose of these programs is to promote and encourage the participation of MWBE and LSBE as Contractor or Subcontractor on County awards.

Proposers must include a list of subcontractors by completing Attachment "G", Proposed Schedule of Subcontractors Participation, which identifies which firms are MWBE, SDVBE and LSBE and the proposed percentage of the dollar value of the contract to be performed by each firm.

During the term of the agreement, Contractors using Subcontractors will be required to report on the percentage and the dollar value of the contract performed by MWBE, SDVBE and LSBE Subcontractors at the time of submission of each pay application or invoice.

The Osceola County Board of County Commissioner has established a Service Disabled Veteran's Business Enterprise (SDVBE) Program to address the economic disadvantage of service-disabled veterans. Whenever the County is considering two (2) or more bids, proposals, or responses to a solicitation for the procurement of goods,

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services and/or construction, which are equal with respect to price, quality and services where at least one (1) response is from a certified SDVBE, the County shall award the agreement to the SDVBE.

O. Drug-Free Workplace Preference.

Certification of an implemented drug-free workplace program must be included with the RFP response when submitted. If your firm has implemented a drug-free workplace program, please complete Attachment "E", Drug-Free Workplace Certification and include with your RFP response.

P. Audits and Records—Responsibilities of Successful Proposer.

Before or after an agreement is prepared and executed, the successful proposer may be required to disclose their financial condition in a specified manner. In addition, subsequent to an agreement being executed, the successful proposer must maintain financial records and reports relating to funds paid by any parties for work on the matters which are the subject of this RFP document, and submit reports to the County in the form and frequency requested. The successful proposer must maintain books, records, documents, and other evidence according to generally accepted accounting principles, procedures, and practices, which sufficiently and properly reflect all costs of any nature expended in the performance of the resulting contract, and retain said copies for a period of no less than three (3) years after termination of the project. The aforesaid records, books, documents, and other evidence shall be subject at all times to inspection, review, or audit by the County Commission Auditor or its designee. The successful proposer shall include these aforementioned audit and record keeping requirements in contracts and subcontracts thereto entered into by the successful proposer with any party for work required in the performance of this project.

Q. Additional Information.

The Osceola County Procurement Services Office reserves the right to request any additional information needed for clarification from any proposer for evaluation purposes.

R. Equal Opportunity.

Osceola County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All proposers are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements. A copy of the County's Equal Employment Opportunity policy is available upon request.

S. Proposal Use by Other Agencies.

All proposers submitting a response to this RFP document agree that such response may also constitute a proposal to other governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this proposal. Each governmental agency desiring to accept this proposal, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this proposal. This agreement in no way restricts or interferes with the right of any governmental agency to competitively procure any or all items.

T. Lobbying; Lobbying Black-Out Period; Questions Regarding the RFP.

1. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the County Manager, any requesting or evaluating department/division personnel and/or any member of the evaluation committee concerning an active solicitation during the Black-Out period.
2. The Lobbying Black-Out Period commences upon the issuance of this solicitation document.
3. The Lobbying Black-Out Period for awards requiring Board approval concludes at the beginning of the meeting at which the Board will be presented the award(s) for approval or request to provide authorization to negotiate a Contract(s). If the Board refers the item back to the County Manager for further review or otherwise does not take action on the item, the Lobbying Black-Out Period will be reinstated until such time as the Board meets to consider the item for action.
4. The Lobbying Black-Out Period for awards requiring County Manager Approval concludes upon issuance of a Notice of Intent to Award.
5. Bidders, Respondents, potential Vendors, service providers, Lobbyists, Consultants, or Vendor representatives shall not contact any Board Member, the County Manager, any requesting or evaluating Department/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the Black-Out Period.

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6. All questions and procedural matters shall be directed to the Procurement Services Office. Except in response to communications initiated by authorized County representatives, contact by Bidders or Respondents to any Board Member, the County Manager, any requesting or evaluating County Personnel, or any member of the Evaluation Committee, initiated during the Black-Out Period, may result in disqualification from the Solicitation Process.
7. Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Procurement Services Office Representative, in writing, by the cutoff date and time stated herein.
8. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end period as established in items (3) and (4) of this section, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

U. Office of Record.

The Osceola County Procurement Services Office shall be the official "office of record" for all information transactions and data disbursements associated with this solicitation. The Procurement Services Office may be reached Monday through Friday between 8:00 a.m. to 5:00 p.m. at 407-742-0900 (phone) or 407-742-0901 (fax).

V. Public Records.

Under chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.

W. Time of Performance.

The services described herein and on the attached shall be performed in a prompt and correct manner within the standards of good and ethical productivity as negotiated between the County and the successful proposer. All proposers are asked to provide the best estimate for compliance with the scope of work as established by the solicitation. All contract time lines will be based on the projected scope and the estimated time for performance.

X. Attachments and Exhibits.

All attachments and exhibits hereto are made a binding part of this solicitation by this reference.

Y. Cost of Submittal.

The proposer understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Proposer and shall not be passed on to, or be borne by, the County.

Z. Certification of Independent Price Determination.

By submission of a response, the Proposer certifies that in connection with this proposal: The prices in this proposal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor.

AA. Responsibility of Proposer.

By submitting a proposal, the Proposer certifies that the Proposer has fully read and understands this RFP document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

BB. Employment Eligibility Verification (E-Verify).

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of an Agreement resulting from this solicitation is or will be funded using state or federal funds, the Bidder/Contractor must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Bidder/Contractor must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the RECIPIENT is a state or local government, the Bidder/Contractor may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain

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subcontract(s), such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>

CC. Sovereign Immunity.

The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Solicitation to the contrary, nothing in this Solicitation shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of County for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Solicitation shall inure to the benefit of any third party for the purpose of allowing any claim against the County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

DD. Estimated Quantities.

This RFP contains an estimated number of volume and/or transactions. The County cannot guarantee that such volume and/or transactions will be the actual amount required and/or purchased. Actual quantities may be more or may be less and the estimated number of volume and/or transactions contained herein in no way shall obligate the County to commit to said volume and/or transactions.

EE. Public Emergencies.

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Osceola County shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Osceola County are protected from any emergency situation that threatens public health and safety as determined by the County. The Proposer agrees to rent/sell/lease all goods and services to the County or governmental entities on a "first priority" basis. The County expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Proposer provide the County with products and/or services not under the awarded Agreement, the County expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

FF. Scrutinized Companies Clause.

Osceola County may not enter into any contract for \$1 million or more with any company that is on the scrutinized companies lists enumerated in Section 287.135, Florida Statutes. All responses to solicitations for goods and/or services equal to or in excess of \$1 million shall be required to complete Attachment "L", certifying that the Respondent is not on any scrutinized companies list. All resulting contracts for \$1 million or more shall be subject to termination by Osceola County, i) in the event the contracting vendor is put on a scrutinized companies list, or ii) the County determines that the certification provided in Attachment "L" was false. Exceptions to and penalties for violation of Section 287.135, Florida Statutes, shall be in accordance with those set forth therein.

GG. Public Records Compliance.

1. 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:

Public Information Office
1 Courthouse Square, Suite 3100
Kissimmee, Florida 34741
407-742-0100
BCCPIO@osceola.org

2. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR will act on behalf of the COUNTY, as provided under section 119.011(2), Florida Statutes, the CONTRACTOR, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:
- Keep and maintain public records required by the COUNTY to perform the service.

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- b. Upon request from the COUNTY'S custodian of public records, provide the 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 by Florida law.
- c. Ensure that public records that are exempt or confidential and exempt from 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 the COUNTY.
- d. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the 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 requirement. 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 the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the county.
- e. If the CONTRACTOR does not comply with a public records request, the COUNTY shall enforce the contract provisions

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Attachment "A"
Statement of "No Proposal Submittal"

If you do not intend to submit on this requirement, please complete and return this form prior to date shown for receipt of proposals to: Osceola County Procurement Services Office, 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741.

I/WE HAVE DECLINED TO PROPOSE TO **RFP-19-10874-VJ**, titled "Owners Representative Services for Community Development" for the following reason(s):

- ☐ _____ Proposal requirements too "restrictive".
- ☐ _____ Insufficient time to respond to Request for Proposal.
- ☐ _____ We do not offer this service.
- ☐ _____ Our schedule would not permit us to perform.
- ☐ _____ Unable to meet requirements.
- ☐ _____ Unable to meet insurance or bond requirements.
- ☐ _____ Scope of Services unclear (please explain below).
- ☐ _____ Other (please specify below).

REMARKS: _____

Typed Name and Title _____

Company Name _____

Address _____

Signature and Title _____

Date ____/____/____

Telephone Number _____

Fax Number _____

E-mail Address _____

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Attachment "B" Insurance Requirements

- A. Insurance.** The successful Proposer/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the County, in the form of a certificate *prior* to the start of any work, nor shall the successful Proposer/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. Limits.** The successful Proposer/Contractor and/or subcontractor shall maintain the following types of insurance, with the following respective minimum limits:
1. AUTOMOBILE PUBLIC LIABILITY - \$1,000,000 Combined Single Limit
 2. GENERAL LIABILITY - One Million Dollars (\$1,000,000) any single occurrence;
 - a. Damage to Rented Premises – Fifty Thousand Dollars (\$50,000) any single occurrence;
 - b. Medical Expense – Five Thousand Dollars (\$5,000) Any one person;
 - c. Personal & Advertising Injury – One Million Dollars (\$1,000,000)
 3. GENERAL AGGREGATE – One Million Dollars (\$1,000,000);
 4. EXCESS/UMBRELLA COVERAGE – One Million Dollars (\$1,000,000);
 5. PRODUCTS - COMPLETED OPERATIONS LIABILITY AGGREGATE – One Million Dollars (\$1,000,000); and,
 6. WORKER'S COMPENSATION – covering the statutory obligation for all persons engaged in the performance of the Work required hereunder and Employers' Liability insurance with limits not less than \$1,000,000 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. In case any class of employees engaged in hazardous work under an agreement at the site of the project is not protected under the Worker's Compensation statute, the successful Bidder/Contractor shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the COUNTY, for the protection of its employees not otherwise protected.
- C. Certificates of Insurance.** The successful Proposer/Contractor and/or subcontractor shall provide the County's Procurement Services Office with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured Contractor,
 2. The specified job by name and job number,
 3. The name of the insurer,
 4. The number of the policy,
 5. The effective date,
 6. The termination date,
 7. A statement that the insurer will mail notice to the County at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
 8. The Certificate Holders Box must read as follows:

**Osceola County Board of County Commissioners
 c/o Director of Human Resources
 1 Courthouse Square, Suite 4200
 Kissimmee, Florida 34741**

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO OSCEOLA COUNTY PROCUREMENT SERVICES, 1 COURTHOUSE SQ., SUITE 2300, KISSIMMEE, FL 34741**

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- D. County as Additional Insured.** The successful Proposer/Contractor and/or subcontractor shall name the "Osceola County Board of County Commissioners and Osceola County" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the County with proof of same.
- E. Waiver.** Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Proposer's/Contractor's obligation to fulfill the insurance requirements specified herein.
- F. Subcontractors.** The successful Proposer/Contractor shall ensure that any sub-contractor(s) hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain sufficient liability insurance commensurate with the scope/size of the project assigned. However, in no case shall any required insurance limit be less than One Million Dollars (\$1,000,000), unless statutory limits apply. In addition, the successful Proposer/Contractor shall maintain proof of same on file and make readily available upon request by the County.
- G. Loss Deductible Clause.** The County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Proposer/Contractor and/or subcontractor providing such insurance.
- H. Additional Requirements:** All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Osceola County. The liability policies shall be Primary/Non-Contributory.

Initials of Signatory: _____ Date: _____

The County reserves the unilateral right to modify the insurance requirements set forth at anytime during the process of solicitation or subsequent thereto.

>>>Failure to submit this form may be grounds for disqualification of your submittal<<<

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Attachment "C"
Public Entity Crimes Statement

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

- This sworn statement is submitted with Bid, Proposal, ITN, or Contract Number **RFP-19-10874-VJ**, for **Owner Representative Services for Community Development**.
- This sworn statement is submitted by _____ whose business address is _____
[Name of entity submitting sworn statement] and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).
- My name is _____ and my relationship to the above is _____
[Please print name of individual signing]
- I understand that a "public entity crime" as defined in section 287.133(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- I understand that "convicted" or "conviction" as defined in section 287.133(l) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- I understand that "affiliate" as defined in section 287.133(l) (a), Florida Statutes, means:
 - A predecessor or successor of a person convicted of a public entity crime; or
 - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
- I understand that a "person" as defined in section 287.133(l) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies].**

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who is active in the management of the entity, nor any affiliate of the entity have been convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **[Please indicate which additional statement applies].**

RFP-19-10874-VJ		Due Date & Time: Tuesday, June 25, 2019 at 2:00 PM	Advertised Date: Sunday, May 19, 2019 and Thursday, May 23, 2019
Procurement Analyst: Valentina Johnson Email: valentina.johnson@osceola.org		Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title: Owner's Representative Services on a Task Authorization Basis for Community Development Projects			

____ There has been a proceeding concerning the conviction before a judge or hearing officer of the State of Florida, Division of Administrative Hearings, or a court of law having proper jurisdiction. The final order entered by the hearing officer or judge did not place the person or affiliate on the convicted contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate was placed on the convicted contractor list. There has been a subsequent proceeding before a court of law having proper jurisdiction or a judge or hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the judge or hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate has not been placed on any convicted vendor list. **[Please describe any action taken by or pending with the State of Florida, Department of Management Services.]**

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment "C", Public Entity Crimes, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20____, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH RFP
>>>>Failure to submit this form with your RFP response may disqualify your submittal. <<<<

Exhibit A -Osceola County RFP 19-10874-VJ agreement with ZHA-Construction Management & Owner Services

RFP-19-10874-VJ	Due Date & Time: Tuesday, June 25, 2019 at 2:00 PM	Advertised Date: Sunday, May 19, 2019 and Thursday, May 23, 2019
Procurement Analyst: Valentina Johnson Email: valentina.johnson@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title: Owner's Representative Services on a Task Authorization Basis for Community Development Projects		

Attachment "D"
Conflict of Interest Statement

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

- A. I am the _____ of _____ with a local office
(Insert Title) (Insert Company Name)
in _____ and principal office in _____.
- B. Said entity is submitting this proposal/offer to **RFP-19-10874-VJ**, titled "**Owner Representative Services for Community Development**".
- C. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
- D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
- E. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
- F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
- G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
- H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any County Office or Department.
- I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within Osceola County government.
- J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the County in writing.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20____, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC, State of _____

(stamp)

PLEASE COMPLETE AND SUBMIT WITH PROPOSAL
>>>>Failure to submit this form with your PROPOSAL may disqualify your response. <<<<

Exhibit A - Osceola County RFP 19-10874-VJ agreement with ZHA Construction Management & Owner Services		
RFP-19-10874-VJ	Due Date & Time: Tuesday, June 25, 2019 at 2:00 PM	Advertised Date: Sunday, May 19, 2019 and Thursday, May 23, 2019
Procurement Analyst: Valentina Johnson Email: valentina.johnson@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title: Owner's Representative Services on a Task Authorization Basis for Community Development Projects		

Attachment "E"
Drug-Free Workplace Certification

The drug-free certification form below must be signed and returned with the RFP response.

In order to have a drug-free workplace program, a business shall:

- (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' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and 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 the first paragraph.
- (4) In the statement specified in the first paragraph, 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 chapter 893, Florida Statutes, 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 the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment E, Drug-Free Workplace Certification, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20____, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH RFP RESPONSE – IF APPLICABLE

Exhibit A -Osceola County RFP 19-10874-VJ agreement with ZHA-Construction Management & Owner Services

RFP-19-10874-VJ	Due Date & Time: Tuesday, June 25, 2019 at 2:00 PM	Advertised Date: Sunday, May 19, 2019 and Thursday, May 23, 2019
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Title: Owner's Representative Services on a Task Authorization Basis for Community Development Projects		

Attachment "F"**Price Proposal and Acceptance of Proposal Terms and Conditions Certification**

Description	Unit	Unit Price
Project Executive/Principal	Hourly	\$
Project Manager – DESIGN	Hourly	\$
Project Manager – CONSTRUCTION	Hourly	\$
Planner	Hourly	\$
Graphic Specialist	Hourly	\$
Senior Inspector	Hourly	\$
Inspector	Hourly	\$
Clerical	Hourly	\$

***Billing rates in the above table are "loaded" hourly rates and include all overhead, costs and benefits per hourly unit rate.**

The county reserves the right to add additional job descriptions and negotiated hourly rates to any resulting agreement when in the County's best interest.

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the scope of services and other documents including Addenda, if any, on file at the Procurement Services Office for the price set forth herein in Attachment "F". The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

Authorized Signatory

Printed Name

Title

Date

Mailing Address: _____

Phone/Fax/E Mail Address: _____

NOTARY:

STATE OF _____)

COUNTY OF _____)

Exhibit A -Osceola County RFP 19-10874-VJ agreement with ZHA-Construction Management & Owner Services

RFP-19-10874-VJ	Due Date & Time: Tuesday, June 25, 2019 at 2:00 PM	Advertised Date: Sunday, May 19, 2019 and Thursday, May 23, 2019
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Title: Owner's Representative Services on a Task Authorization Basis for Community Development Projects		

Sworn and Subscribed before me this _____ day of _____, 20 _____

Personally known: _____

Or Produced Identification: _____

Notary Public - State of: _____ Commission Expires: _____

Authorized Signature: _____ Date: _____

>>>Failure to submit this form may disqualify your response<<<

Attachment: Holly Hill - ZHA piggyback agreement (3667 : Piggybacking Osceola County Agreement for Construction Management & Owner's

RFP-19-10874-VJ	Due Date & Time: Tuesday, June 25, 2019 at 2:00 PM	Advertised Date: Sunday, May 19, 2019 and Thursday, May 23, 2019
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Title: Owner's Representative Services on a Task Authorization Basis for Community Development Projects		

[illegible]

<u>Minority Code</u>	<u>Code Description</u>	<u>Minority Code</u>	<u>Code Description</u>
AA	African American	W	Woman
A	Asian/Pacific Islander	SDVBE	Service Disabled Veteran
H	Hispanic	LSBE	Local Small Business Enterprise
NA	Native American		

		<u>Total Dollar Value</u>	<u>Percentage of Total Project Amount</u>
TOTAL	Minority Participation	N/A	N/A

The Proposer, _____, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with Osceola County.

I declare that I have read the terms and conditions of the solicitation and the statement in this bid submission are true to the best of my knowledge.

Signature: _____

Date: _____

Print Name: _____

Title: _____

Exhibit A -Osceola County RFP 19-10874-VJ agreement with ZHA-Construction Management & Owner Services

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Title: Owner's Representative Services on a Task Authorization Basis for Community Development Projects		

Attachment "H"
Addendum Acknowledgment

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.	Addendum # _____ through # _____ Initial: _____ Date: _____
Company Name	Company Address
Authorized Signatory (Signature):	
Printed Name:	Title:

>>>Failure to submit this form may disqualify your response<<<

Exhibit A -Osceola County RFP 19-10874-VJ agreement with ZHA-Construction Management & Owner Services

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Title: Owner's Representative Services on a Task Authorization Basis for Community Development Projects		

Attachment "I"

Articles of Incorporation / Corporate Documents

Bidder/Proposer must include a copy of their **State Certificate of Good Standing/Articles of Incorporation**, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

1. A copy of the Articles of Incorporation listing the approved signatories of the corporation.
2. A copy of a resolution listing the members of staff as authorized signatories for the company.
3. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

Complete the information below and submit with the bid or proposal:

Type of Organization:

☐ Corporation

 ☐ Partnership

 ☐ Non-Profit
☐ Joint Venture

 ☐ Sole Proprietorship

State of Incorporation: _____

Principal Place of Business: _____
City/County/State

Federal I.D. or Social Security number: _____

>>>Failure to submit this form may disqualify your response<<<

Exhibit A -Osceola County RFP 19-10874-VJ agreement with ZHA-Construction Management & Owner Services

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Attachment "J"

Vendor Demographics Survey

Company Name: _____
 Company Address: _____
 City, State, and Zip: _____
 Telephone: _____ Fax: _____ Email: _____

- How many people comprise your workforce? _____
- Based on your current workforce, how many employees are residents of Osceola County? _____
- Is your company currently certified as a Local Small Business Enterprise, minority, woman, or service-disabled veteran owned business (MWBE or SDVBE) with Osceola County? (For more info, call (407) 742-0900 prior to RFP due date.)

_____ Yes _____ No

If yes, please enclose a copy of your Certificate with your RFP submission.

- Based on your total workforce, please provide the number of workers your company employees by the ethnic affiliations listed in the chart below.

	Male	Female
Hispanic / Latino		
Caucasian / White		
African American/Black		
Asian / Pacific Islander		
American Indian / Native American		

Thank you for participating in this survey.

Preparer's Name (print please): _____

Preparer's Signature: _____

Date: _____

Rev. June 2011

Exhibit A -Osceola County RFP 19-10874-VJ agreement with ZHA-Construction Management & Owner Services

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Title: Owner's Representative Services on a Task Authorization Basis for Community Development Projects		

Attachment "K"

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification		Give Form to the requester. Do not send to the IRS.
	1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
2. Business name/disregarded entity name, if different from above			
3. Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) ▶ _____ Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶ _____ ☐ C-Corporation ☐ S-Corporation ☐ Partnership ☐ Trust/estate			4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5. Address (number, street, and apt. or suite no.)		Requester's name and address (optional)	
6. City, state, and ZIP code			
7. List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.		Social security number [] [] [] - [] [] - [] [] [] OR Employer identification number [] [] [] [] - [] [] [] [] [] [] [] []
--	--	--

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.		Sign Here Signature of U.S. person ▶ _____ Date ▶ _____
---	--	---

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/irb.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (interest earned or paid)
- Form 1099-INT (interest earned or paid)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Exhibit A -Osceola County RFP 19-10874-VJ agreement with ZHA-Construction Management & Owner Services

RFP-19-10874-VJ	Due Date & Time: Tuesday, June 25, 2019 at 2:00 PM	Advertised Date: Sunday, May 19, 2019 and Thursday, May 23, 2019
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Title: Owner's Representative Services on a Task Authorization Basis for Community Development Projects		

Attachment "L"
Contractor Certification Regarding Scrutinized Companies
(Contracts of \$1,000,000.00 or more)

Respondent/Contractor Name: _____

Contractor FEIN: _____

Contractor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 287.135, Florida Statutes, prohibits local governments from contracting with companies, for goods or services of One Million and 00/100 Dollars (\$1,000,000.00) or more that are on the Scrutinized Companies Lists enumerated in Section 287.135, Florida Statutes.

As the person authorized to sign on behalf of the Respondent/Contractor, I hereby certify that the company identified above in the section entitled "Respondent/Contractor Name" is not listed on the Scrutinized Companies Lists. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the Respondent/Contractor to termination of the Agreement, civil penalties, attorney's fees, and/or costs.

CERTIFIED BY: _____
 Authorized Signature

Date: _____

Print Name: _____

Print Title: _____

Attachment: Holly Hill - ZHA piggyback agreement (3667 : Piggybacking Osceola County Agreement for Construction Management & Owner's

Exhibit A -Osceola County RFP 19-10874-VJ agreement with ZHA-Construction Management & Owner Services

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Attachment "M"
Solicitation Response Identification Label

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below, and affix the label on the outer surface of the envelope or package.

Osceola County requests that all visitors check-in at the Procurement Services reception desk. If you are hand-delivering a solicitation, a time/date stamp is available at the reception desk. The solicitation submittal envelope or package and label will be date stamped by a receptionist who will notify the appropriate Procurement staff. A record of all deliveries and delivery times will be documented at the Procurement Services reception desk and such record will be retained by Procurement Services.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO YOUR SOLICITATION REPLY ENVELOPE OR PACKAGE.

Cut out the label and tape it to the outer sealed solicitation envelope or package.



 SEALED BID*****DO NOT OPEN*****SEALED BID*****DO NOT OPEN		
SOLICITATION NUMBER	RFP-19-10874-VJ	
SOLICITATION TITLE	Owner Representative Services for Community Development	
PROCUREMENT ANALYST	Valentina Johnson	
DUE DATE	June 25, 2019	TIME: 2:00 P.M. Local Time
BIDDER TO PROVIDE /COMPLETE INFORMATION BELOW		
FROM FIRM NAME		
FIRM ADDRESS		
CITY, STATE, ZIP		
PLEASE DELIVER TO OSCEOLA COUNTY PROCUREMENT SERVICES OFFICE. 1 Courthouse Square, Suite 2300, Kissimmee FL 34741 Bids may not be delivered to any other Osceola County office location. It is BIDDER'S responsibility to ensure that the bid is received in the Procurement Services Office by the stated date and time. Any bid received after this date and time will not be accepted or considered.		

Attachment: Holly Hill - ZHA piggyback agreement (3667 : Piggybacking Osceola County Agreement for Construction Management & Owner's

Exhibit A -Osceola County RFP 19-10874-VJ agreement with ZHA-Construction Management & Owner Services

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Title: Owner's Representative Services on a Task Authorization Basis for Community Development Projects		

Exhibit "A"**TA REVIEW AND APPROVAL PROCESS**

1. The COUNTY will request written proposals from the OWNER REPRESENTATIVE(s) for each individual project. The task authorization form will include a summary of the proposed project, identifying the proposed project manager and shall include the following attachments at a minimum: Attachment A – Scope of Work, Attachment B – Price Breakdown, Attachment C – Schedule and Attachment D – Sub-Contractor.
2. Projects will be assigned to the individual firms based on current workload, schedule, availability and expertise, in the COUNTY'S sole discretion. Individual TA's shall not exceed \$250,000 in value.
3. The OWNER REPRESENTATIVE will perform and provide general owner's representative and project management services on a Task Authorization basis to include but not limited to:
 - a. A detailed description of work to be performed;
 - b. Total cost of proposal;
 - c. Signed statement confirming that the contractor(s) has visited the site prior to preparing the estimate and is thoroughly familiar with the site and the scope of work;
 - d. Number of calendar days required to complete the work after the County's Authorization.
 - e. Signed, dated, and completed cost proposal returned to the County for review within ten (10) working days of request;
 - f. Tracking number;
 - g. Special conditions (if applicable)
 - h. Milestone Schedule and date of Completion
 - i. Pertinent Attachments; and,
 - j. Associated work as necessary for the completion of the assigned Task Authorization.

Exhibit A -Osceola County RFP 19-10874-VJ agreement with ZHA-Construction Management & Owner Services

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Title: Owner's Representative Services on a Task Authorization Basis for Community Development Projects		

Exhibit "B"

TASK AUTHORIZATION ORDER FORM							
Osceola County Task Authorization In accordance with the terms and conditions of the Agreement ref.: RFP#XX-XXX-XX, dated XX-XX-XXXX, the parties hereto agree to perform the work itemized below.	County Project Manager:						
	Date: _____ Number: _____						
	Contractor:						
	Consultant Project Manager:						
NOTE: THE CONTRACTOR/CONSULTANT MAY NOT BEGIN WORK UNTIL A SIGNED PURCHASE ORDER IS DELIVERD TO THE CONTRACTOR/CONSULTANT.							
Summary of Work to be Completed by the Contractor/Consultant							
<u>Each Task Authorization package shall include:</u> Attachment A - Scope of Work Attachment B- Price Breakdown Attachment C - Schedule Attachment D – Sub-Contractor							
Recommended By: _____ Date: _____ Department Administrator or delegate							
Reviewed By: _____ Date: _____ Requestor							
<table border="1"> <tr> <th>Contractor/Consultant Approved</th> <th>County Manager or Delegate Approval</th> </tr> <tr> <td>Name (print)</td> <td>Name (print)</td> </tr> <tr> <td>Signature:</td> <td>Signature:</td> </tr> </table>		Contractor/Consultant Approved	County Manager or Delegate Approval	Name (print)	Name (print)	Signature:	Signature:
Contractor/Consultant Approved	County Manager or Delegate Approval						
Name (print)	Name (print)						
Signature:	Signature:						

**Addendum****1**

OSCEOLA COUNTY
BOARD OF COUNTY COMMISSIONERS

Procurement Services Office
1 Courthouse Square, Suite 2300 -- Kissimmee, Florida 34741
Phone: (407) 742-0900 Fax: (407) 742-0901

TO: All Proposers
FROM: Valentina Johnson
SUBJECT: RFP-19-10874-VJ Owner's Representative Services for
 Community Development Projects.
DATE: May 31, 2019

***REMINDER: This addendum must be
 acknowledged, signed and returned
 with your proposal. Failure to
 comply may result in disqualification
 of your submittal***

I. QUESTIONS/ANSWERS**I. QUESTIONS AND ANSWERS**

Q1. Can you provide a copy of the current existing contract and of the winning proposal for these services?

A1. There is no current contract. This is a new solicitation.

Q2. Does Osceola County acknowledge reciprocity with Orange County Minority Certifications?

A2. Yes, Osceola County recognizes certifications issued by other governmental entities based on the principle of reciprocity. In order to obtain an Osceola County Minority Certification vendors will have to fill out an application and provide a copy of the current certification they hold. Osceola County will issue a certification valid for the remainder of the time and with the same expiration date as the certification currently held.

 This addendum supersedes any verbal or other instructions given to any proposer qualified to respond pursuant to the requirements set forth in RFP-19-10874-VJ. All other parts of the RFP have been maintained as originally distributed.

Acknowledgment is hereby made of Addendum #1

Signature of Proposer

C: File

Date

**Addendum****2**

OSCEOLA COUNTY
BOARD OF COUNTY COMMISSIONERS

Procurement Services Office
 1 Courthouse Square, Suite 2300 -- Kissimmee, Florida 34741
 Phone: (407) 742-0900 Fax: (407) 742-0901

TO: All Proposers
FROM: Valentina Johnson
SUBJECT: RFP-19-10874-VJ Owner's Representative Services for
 Community Development Projects.
DATE: June 20, 2019

**REMINDER: This addendum must be
 acknowledged, signed and returned
 with your proposal. Failure to
 comply may result in disqualification
 of your submittal**

I. QUESTIONS AND ANSWERS

Q1. In reference to Section I. Item A. (page 3) of the solicitation document stating:

"The selected firm/agency/company, including partnerships and joint ventures, shall remain ineligible to compete for the design and or construction of any improvement projects associated with the management services to be performed under this agreement and as described herein".

Can you define "partnership and joint ventures"?

A1. For the purpose of the statement above the County refers to the legal status of the entity as it appears on Sunbiz/Division of Corporations.

Q2. Will an engineering sub consultant be not able to do the design on a project if they are on the selected Owner's Representative firm?

A2. That is correct. Yes, Section I. Item A. applies to sub consultants as well.

 This addendum supersedes any verbal or other instructions given to any proposer qualified to respond pursuant to the requirements set forth in RFP-19-10874-VJ. All other parts of the RFP have been maintained as originally distributed.

Acknowledgment is hereby made of Addendum #2

Signature of Proposer

C: File

Date