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**RFP NO. Y8-813-J2**

**STEP TWO  
REQUEST FOR TECHNICAL AND PRICE PROPOSALS**

**FOR**

**DESIGN/BUILD SERVICES FOR ORANGE COUNTY CONVENTION CENTER  
SOLAR PHOTOVOLTAIC DEMONSTRATION CENTER**

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**Mail or Hand Deliver**

**ORIGINAL *TECHNICAL AND PRICE PROPOSALS* (MARKED ORIGINAL) & TEN  
COMPLETE COPIES (ELEVEN TOTAL) by**

**2:00 PM – May 29, 2008**

**To:**

**BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA  
PURCHASING AND CONTRACTS DIVISION  
ORANGE COUNTY INTERNAL OPERATIONS CENTRE, II  
400 E. SOUTH STREET – 2nd FLOOR  
ORLANDO, FLORIDA 32801**

**Non- Mandatory Pre-Proposal Conference – May 8, 2008 - 9:30 AM  
Orange County Convention Center, South Concourse, Room S230-H  
9899 International Drive, Orlando, FL.**

**Short Listed Proposers are urged to attend**

The Non-Mandatory Pre-Proposal Conference will include a non-mandatory Site Visit that includes an opportunity to tour the intended Convention Center roof PV systems installation location and tour the intended Education Center location. The Site Visit will also include an explanation of intended locations for the ground-mounted PV systems. This is the only scheduled opportunity to view the worksite. Attendees are advised to bring or wear flat or soft sole shoes during the roof tour segment; high-heeled shoes are not permitted on the roof surface.

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STEP TWO  
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**NOTICE**

**RFP NO. Y8-813-J2**

**STEP TWO  
REQUEST FOR TECHNICAL AND PRICE PROPOSALS  
FOR DESIGN/BUILD SERVICES**

**FOR**

**ORANGE COUNTY CONVENTION CENTER SOLAR PHOTOVOLTAIC  
DEMONSTRATION CENTER**

The Board of County Commissioners, Orange County, Florida, is accepting sealed technical and price proposals to be received **NO LATER THAN 2:00 P.M.** (local time) on **May 29, 2008**, to provide design and construction services for the design/build of ORANGE COUNTY CONVENTION CENTER SOLAR PHOTOVOLTAIC DEMONSTRATION CENTER. Only those firms short-listed based upon the Step One Request for Qualifications are invited to submit technical and price proposals in response to this RFP.

**A Non-Mandatory Pre-Proposal Conference will be held May 8, 2008 at 9:30 AM at Orange County Convention Center, South Concourse, Room S230-H, 9899 International Drive, Orlando, Fl.** All short listed Proposers are **urged** to attend.

The Non-Mandatory Pre-Proposal Conference will include a non-mandatory Site Visit that includes an opportunity to tour the intended Convention Center roof PV systems installation location and tour the intended Education Center location. The Site Visit will also include an explanation of intended locations for the ground-mounted PV systems. This is the only scheduled opportunity to view the worksite. Attendees are advised to bring or wear flat or soft sole shoes during the roof tour segment; high-heeled shoes are not permitted on the roof surface.

Proposals will be accepted at:

Orange County Purchasing and Contracts Division  
Orange County Internal Operations Centre II  
400 East South Street – 2<sup>nd</sup> Floor  
Orlando, FL 32801

**Sealed Technical Proposals must be received by May 29, 2008, 2:00 PM**, and will be evaluated by the Technical Evaluation Committee, scored in accordance with the Step Two RFP procedures herein, and those scores considered as 40% of the overall scoring of the Proposals submitted in response to the Step One Request for Qualifications and the Step Two Request for Technical and Price Proposals. **The anticipated Procurement Committee meeting date to evaluate and score the Technical Proposals and Price Proposals is June 17, 2008, beginning at 9:30 a.m.** Public Notice is provided for that meeting on the bulletin board outside the Purchasing and Contracts Division.

**Sealed Price Proposals must be received by May 29, 2008, 2:00PM**, and will be publicly opened at 2:00 PM, on June 12, 2008, at the Purchasing and Contracts Division location specified above. Prices will be read aloud; however, Price Proposals submitted will be evaluated by the Procurement Committee, scored in accordance with the Step Two RFP procedures herein, and those scores considered as 30% of the overall scoring of the Proposals submitted in response to the Step One Request for Qualifications and the Step Two Request for Technical and Price Proposals.

Johnny M. Richardson, CPPO, CACM  
Manager, Purchasing and Contracts Division

PART B

**RFP # Y8-813-J2**  
**REQUEST FOR TECHNICAL AND PRICE PROPOSALS**  
**PART C**  
**INSTRUCTIONS TO PROPOSERS**

**1. GENERAL**

The Board of County Commissioners, Orange County, Florida, is soliciting Proposals from previously short listed Proposers to provide Technical and Price Proposals for the Design-Build Services for ORANGE COUNTY CONVENTION CENTER SOLAR PHOTOVOLTAIC DEMONSTRATION CENTER.

The term County used herein refers to the Board of County Commissioners, Orange County, Florida, or its duly authorized representative. The term Proposer used herein refers to the business organization submitting a Proposal to the County in response to this Request for Technical and Price Proposals.

**2. PREPARATION AND SUBMISSION OF TECHNICAL AND PRICE PROPOSALS**

- A. Form of Proposal: Each Proposer must submit the original Technical Proposal and original Price Proposal (clearly marked “original” and ten (10) copies of the Proposal Forms and all attachments) and indicate the base Price Proposal and any alternative(s) that may be included on Form B.

Proposers must submit their Technical Proposal to include all the information described in Part C, Section 30. The Price Proposal must be submitted on Form B, contained herein. The County shall not be responsible for re-calculation or interpretations of information provided on any form.

Proposers are instructed NOT to fax their Proposal. Faxed Proposals shall be rejected as non-responsive, regardless of where the fax is received.

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

- B. **Each Proposer shall submit the Technical Proposal and Price Proposal in separate sealed envelopes** either mailed or hand carried, to the Purchasing and Contracts Division prior to the Proposal due date and time as specified in Part B. Proposals received after the date and time specified will be returned unopened. The time/date stamp clock located in the Purchasing and Contracts Division shall serve as the official authority to determine lateness of any Proposals.

The delivery of said Proposal to the Purchasing and Contracts Division prior to the time and date stated in the preceding sentence is solely and strictly the responsibility of the Proposer. The County shall not be responsible for delays in delivery to the Purchasing and Contracts Division caused by the United States Postal Service or courier service, delivery to any other County office or delays caused by any other occurrence. The time/date stamp clock located in the Purchasing and Contracts Division shall serve as the official authority to determine lateness of any proposal.

The Proposal delivery time will be scrupulously observed. Under no circumstance will Proposals delivered after the delivery time specified be considered. Late Proposals will be returned to the Proposer unopened with the notation, "Proposal was received after the delivery time designated for the receipt of Proposals".

Proposers should indicate on the sealed envelope the following:

Request for Technical and Price Proposal Number – Y8-813-J2  
Hour and Date of Opening – 2:00 PM (local time), May 29, 2008  
Name of Proposer  
Return Address of the Proposer

- C. Price Proposals will be publicly opened at the time and date as specified in Part B. Public Notice is provided for that meeting on the bulletin board outside the Purchasing and Contracts Division. Price Proposals will be tabulated, evaluated and scored by the Procurement Committee. That score will be incorporated into the overall evaluation of the Proposals. Reference this article, paragraph R, "Step Two Proposal". **Orange County reserves the right to negotiate the Contract price should that be deemed in the best interest of the County.**
- D. All Proposals must be manually and duly signed by an authorized corporate officer, principal, or partner (as applicable) with a signature in full. When a partnership is the Proposer, the Proposals shall be signed in the name of the firm by one or more of the partners. When a corporation is the Proposer, the officer signing shall set out the corporate name in full beneath which he shall sign his name, give title of his office and affix the corporate seal. Anyone signing the Proposal as agent must file with it legal evidence of signature authority. Proposers who are nonresident corporations shall furnish to the County a duly certified copy of their permit to transact business in the State of Florida along with the Proposal. Failure to promptly submit this evidence or qualification to do business in the State of Florida may be basis for rejection of the Proposal.
- E. Proposals may be withdrawn prior to Proposal due date by written, faxed or emailed requests dispatched by the Proposer and received by the Manager of Purchasing and Contracts Division before the time for receiving Proposals has expired. Negligence on the part of the Proposer in preparing a Proposal is not grounds for withdrawal or modification of a Proposal after such Proposal has been opened by the County. A Proposer may not withdraw or modify a Proposal after the appointed Proposal due date.
- F. Proposal must be in force for **NINETY (90)** days after the Proposal opening. Proposers may not assign or otherwise transfer their Proposals.
- G. Reserved
- H. **If the price proposal amount exceeds \$200,000 a Proposal bond shall be submitted with this Step II response.** Payment, and Performance bond are a requirement of this Contract if the total contract amount exceeds \$200,000. The awarded Design-Builder shall submit a Payment Bond and Performance Bond (showing the Design-Builder as Principal) in the full amount of the Contract, inclusive of design fees, as a condition precedent to contract execution by the County

I. A Certified Check, a Cashier's Check, or in the alternative, submission of an original Proposal Bond (copy not acceptable) completed and signed by all required parties and submitted in the format detailed by Exhibit 1 to the Price Proposal (Form B), shall be required to accompany each Price Proposal in a stated dollar amount of not less than ten (10%) percent of the sum of the computed total amount of the Price Proposal. Submittal of a Proposal Bond less than 10% of the Price Proposal shall result in rejection of the Proposal. Cashier's Checks shall be drawn on a solvent bank or trust company to the order of The Board of County Commissioners, Orange County Florida and shall have all necessary documentary revenue stamps attached, if required by law. Personal checks are not acceptable to the County. See Section 23, "Qualifications of Surety Companies" for additional requirements.

J. **A non-mandatory Pre-Proposal Conference will be held May 8, 2008 at 9:30 AM, at Orange County Convention Center, South Concourse, Room S230-H, 9899 International Drive, Orlando, Fl. Short Listed Proposers are urged to attend.**

K. Questions concerning this Request for Proposals must be directed to John Schmidt, Sr. Contract Administrator, (407) 836-5647 between the hours of 9:00 a.m. and 4:00 p.m. weekdays.

Any Proposer who initiates any discussions with staff in any manner other than that described above is subject, at the sole discretion of the Board, to disqualification from this procurement.

L. Should technical concerns/questions arise outside the expertise of the Purchasing and Contracts Division, you will be asked to submit these questions in writing, no later than seven (7) calendar days prior to the Proposal submittal deadline to, **John Schmidt, Sr. Contract Administrator, fax (407) 836-5899, e-mail address [John.Schmidt@ocfl.net](mailto:John.Schmidt@ocfl.net).**

M. No interpretation of the meaning of the contract documents will be made to any Proposer orally.

Any and all such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be available for Proposers to download at [www.orangecountyfl.net](http://www.orangecountyfl.net). A copy may be obtained by the Proposer or his representative at Orange County Purchasing and Contracts Division, Internal Operations Centre, 400 East South Street, Orlando, FL 32801. Failure of any Proposer to obtain any such addendum shall not relieve said Proposer from any obligation under the RFP as submitted. All addenda so issued shall become part of the Contract documents and receipt shall be acknowledged on the Proposal Form or submittal of the addendum with the Price Proposal, with the acknowledgement section completed.

N. Proposers should carefully examine the site of the proposed work before Proposal submission and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the completion of all work required pursuant to the mandates and requirements of this Proposal.

No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work pursuant to this Proposal as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for a failure or omission on the part of the Design-Builder to fulfill, in every detail, all of the requirements of the Contract Documents, nor will they be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

- O. Proposers are hereby cautioned not to contact any member of the Orange County Procurement Committee or any staff (except as provided above) regarding this Proposal until such time as a contract is awarded. All inquiries pertaining to this Request for Technical and Price Proposals must be directed through the Purchasing and Contracts Division. Failure to abide by this condition of the RFP shall be cause for rejection of your Proposal.
- P. Information regarding Procurement Committee scheduling and Board approvals are available by calling the Purchasing and Contracts Reception Desk at (407) 836-5635. Scores of the short listed firms will be available by calling the Orange County Purchasing and Contracts Hot Line - (407) 836-0011 following the Procurement Committee meeting. Proposers will not be notified.
- Q. Proposals which contain any limiting terms and conditions which do not explicitly agree to provide the scope in the contract documents shall be disqualified.
- R. **Step Two Proposal**
  - i. This is the second step of a two-step competitive sealed Proposal process to obtain design-build services. In Step One, the Procurement Committee reviewed and evaluated all responsive Statements of Qualifications (SOQ's) submitted in reply to the Request for Qualifications (RFQ) using the evaluation criteria listed in the Step One RFQ and developed a short list of the most qualified firms. Scores awarded by the Procurement Committee for the Step One RFQ shall constitute 30% of the total scoring for the combined SOQ's, Technical Proposals and Price Proposals.
  - ii. **Only** those firms short listed by the Procurement Committee as a result of Step One have been invited to submit both a (1) Technical Proposal and a (2) Price Proposal based upon the design criteria set forth in the design criteria package (Part E) and the Scope of Services (Part D), attached.
  - iii. The content and form of the Technical Proposal should present a clear, comprehensive and well documented representation, understanding and commitment of how the firm intends to implement and fulfill the requirements set forth in the design criteria package and other stated requirements of the design-build contract; and how they intend to administer, coordinate, and complete all requirements of the design-build project with special emphasis on design quality control and construction quality assurance.

The firm should demonstrate how it will implement the requirements and provisions of the design criteria package and other stated contract requirements pursuant to the intended design-build contract and include in the Technical Proposal such information as requested in Section 30, "Proposal Format". The technical portion of the Proposal must contain sufficient information to enable the Technical Evaluation Team to evaluate each of the criteria to be used in scoring the Technical Proposals, as published herein.

- iv. A Technical Evaluation Team shall convene to evaluate the Technical Proposals. The Technical Evaluation Team shall evaluate the Technical Proposals submitted by each invited Proposer and shall present its evaluations and recommendations regarding the Technical Proposals to the Procurement Committee.
- v. The Procurement Committee shall consider the recommendations of the Technical Evaluation Team and either accept, reject or modify same.
- vi. The Price Proposal shall be submitted in *a separate sealed envelope* concurrent with the submittal of the Technical Proposal, utilizing the Price Proposal Form (Form B). The Price Proposal shall be based upon and include any and all costs or expenses to be incurred by the firm in completing all aspects of the design-build project, including but not limited to design, plans approval, permitting, construction, and activation of the project. The Price Proposal, in addition to all direct costs and expenses, shall include all other costs and expenses including but not limited to such costs as the firm's general, administrative and overhead costs; project management and supervisory costs; all fees, charges and taxes; labor, direct and indirect payroll costs; insurance and bond costs; cost of equipment, material, tools and transportation; and service fee (profit).
- vii. The Price Proposal shall be submitted with the Proposer's Technical Proposal in a SEPARATE, SEALED ENVELOPE and shall be publicly opened at the date and time specified in Part B of this Step Two RFP. Price Proposals exceeding the County's budget amount may be rejected from further consideration, or in the alternative, negotiations may be conducted with the Proposer.
- viii. The scores developed for Technical Proposals submitted will constitute 40% of the total scoring for the combined Qualifications, Technical and Price Proposals. The Price Proposal score will constitute 30% of the total score. A short list of firms receiving the highest combined scores will be forwarded to the Board of County Commissioners for final selection.

### **3. COST OF PREPARATION OF PROPOSALS**

Costs of preparation of a response to this Request for Proposals are solely those of the Proposer and the County assumes no responsibility for any such costs incurred by the Proposer. By submission of a Proposal, the Proposer agrees that all costs associated with the preparation of his/her Proposal will be the sole responsibility of the Proposer. The Proposer also agrees that the County bears no responsibility for any costs associated with the preparation of the Proposal and/or any administrative or judicial proceedings resulting from the solicitation process.

#### **4. EQUAL OPPORTUNITY**

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

Further, the awarded Design-Builder shall abide by the following provisions:

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

#### **5. SHORTLISTS, PROTESTS AND LOBBYING**

The recommended short list of firms, in alphabetical order, will be posted for review by interested parties at the Purchasing and Contracts Division and at <http://orangecountyfl.net/cms/BUSINESS/vendors/award.htm> prior to submission through the appropriate approval process and will remain for a period of five full business days. Failure to file a protest to the Purchasing and Contracts Manager by 5:00 PM on the fifth full business day after the posting date shall constitute a waiver of protest proceedings. Additional information relative to lobbying and protests can be found at the following site:

**Orange County Lobbyist Regulations General Information –**  
**<http://www.orangecountyfl.net/cmsdocs/govern/lobbyist/lobbyingord.pdf>**

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

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

#### **6. DESIGN CRITERIA PACKAGE**

The firm to whom the design-build contract is awarded will be responsible for creation of the project design and construction of the project, based on the criteria in the design criteria package.

**7. INACCURATE INFORMATION**

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

**8. COMPLIANCE WITH CONTRACT TERMS**

Failure of any Proposer to comply with the Instructions to Proposers and Terms and Conditions of this Request for Proposal, unless specifically identified as a mandatory requirement by the word “shall”, may render the Proposal non-responsive and ineligible from further consideration.

**9. ALTERNATIVE SOLUTIONS**

Proposers may offer alternative solutions/options to achieve successful completion of the Scope of Work (Part D) herein.

**10. RFP IS NOT AN AGREEMENT**

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

**11. SOLICITATION CANCELLATION**

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

**12. MINORITY/WOMEN OWNED BUSINESS ENTERPRISES**

Proposers must address how they intend to comply with Orange County M/WBE Ordinance 94-02, and amended by Ordinance 2002-01. Proposers shall comply with the Minority/Women Business Enterprise (M/WBE) Program, which establishes the requirement for participation of certified Minority and Women-owned businesses in County contracts. Therefore, Proposers must address how they intend to comply with the Orange County Ordinance.

Proposers shall submit a list of Subconsultants projected to be utilized in *the design and contract management* by completing the Project Team page, attachment C-4. The goal for minority/women participation in this area is 24% of the anticipated design and contract management-related fees.

**NOTE: Historically, these fees range from 5-10% of the construction costs.**

A list of Subcontractors and suppliers anticipated to be utilized in the construction of the work proposed in the Technical Proposal must be submitted. Complete Attachment C-2, (Subcontractors/Supplier page), and Attachment C-4 (Project Team) and

submit both in the Price Proposal package. The goal for the construction portion of the project is 25%. In other words, the Proposer must propose to subcontract 25% of their construction fees to certified Minority and/or Women-owned businesses in order to maximize their score for M/WBE participation criteria. A list of certified firms is available on-line at [www.orangecountyfl.net](http://www.orangecountyfl.net) M/WBE sub/suppliers must be certified by Orange County for the specific work to be performed. Only firms having established offices in the Orlando MSA (Orange, lake, Seminole & Osceola counties) are eligible for Orange County certification. Effective August 1, 2003, the County implemented a graduation program whereby M/WBE firms designated as graduates can participate in the M/WBE program only on specified projects. All professional service solicitations for which the County has estimated the overall contractual fees to be awarded to the Proposer in excess of \$500,000 are eligible for graduate M/WBE participation. The Proposer will receive full M/WBE credit for the use of graduate MWBE's that meet all other requirements.

The Contract solicited through this RFP is estimated to be valued over \$500,000 and therefore, graduate M/WBE's are eligible to participate. It is the Proposer's responsibility to insure that graduate M/WBE's are correctly listed in Proposals to meet M/WBE participation requirements.

The County has established a **credit program** whereby Proposers are awarded credits to be applied toward meeting the M/WBE goals on certain future County projects. Emphasis will be placed on credits for non-County utilization and first-time M/WBE utilization. Proposers are encouraged to contact the Business Development Division for information on acquiring and applying the credits.

Scoring for M/WBE participation will be as follows:

- A. To earn five (5) points, the Proposer must meet the following criteria:
  - i. The Proposer is certified and recognized by the Orange County Business Development Division as a Minority/Women Business Enterprise, *and*
  - ii. 24% of the Proposers' design fees and contract management fees will be contracted and/or procured through M/WBE Subconsultants, and 25% of the Proposers' construction fees, including supplies and materials, will be sub-contracted and/or procured through M/WBE Subcontractors, Subconsultants and/or suppliers, *and*
  - iii. The Proposer certifies in writing that 24% of the hours worked on the Project shall be worked by minority and/or women employees in all trades, and 24% of the Proposer's construction management and design team's professional workforce consists of minorities and/or women.
  - iv. Notes:
    - 1. If an M/WBE supplier listed is a distributor, only 30% of material supply dollars purchased from that M/WBE distributor will be applied towards the goals for minority and women business enterprise participation. Proposers shall list the total amount of material/supply

2. dollars to be purchased from each M/WBE distributor on the Subcontractor/Supplier Page (Attachment C-2).
3. The County will calculate the actual dollars to be applied toward the goals.
3. If an M/WBE supplier listed is a manufacturer, the amount shown will be counted at 100%.
4. The 25% utilization of M/WBE Subconsultants and/or Subcontractors must be broken down with projected percentage of fees proposed for each individual firm clearly specified in the Proposal, rather than providing a statement that, “the Proposer will comply with the Orange County's M/WBE Program once a Contract is awarded.”

B. To earn four (4) points, the Proposer must meet the following criteria:

- i. The Proposer is certified and recognized by the Orange County Business Development Division as a Minority or Women Business Enterprise, *and*
- ii. The Proposer complies with the requirement of paragraphs A.ii only; *or*
- iii. The Proposer is not a certified M/WBE, but complies with the requirements of paragraphs A.ii, and A.iii, above.

C. To earn three (3) points, the Proposer must meet the following criteria:

- i. The Proposer is certified and recognized by Orange County Business Development Division as a Minority or Women Business Enterprise, and complies with the requirements of paragraphs A.iii only; *or*
- ii. The Proposer is not a certified M/WBE, but complies with the requirements of paragraph A.ii only.

D. To earn two (2) points, the Proposer must meet the following criteria:

- i. The Proposer is not a certified M/WBE but complies with the requirements of paragraph A.ii only.

E. To earn one (1) point, the Proposer must meet the following criteria:

- i. The Proposer is *not* a certified M/WBE and does *not* comply with the requirements of paragraphs A.ii and A.iii above, *but* provides a written statement that he/she will comply with Orange County M/WBE program once awarded the Contract.

F. Any Proposal with M/WBE participation commitment less than that specified under Paragraph E above will be considered non-responsive to the M/WBE participation requirements and shall be awarded zero points for that criteria.

- G. The following are recommended steps that Proposers can follow in order to maximize achievement of the M/WBE goals for the project.
- i. Proposers and M/WBE's may attend Pre-Proposal conferences scheduled by the County to learn about the type and scope of work to be performed, what goals are to be met and how the goals can be achieved.
  - ii. Proposers may advertise in general circulation media, trade association publications and/or M/WBE-focused media concerning the sub-contracting and suppliers' opportunities. In addition, the Design-Builders may notify M/WBE subcontractors by phone and/or post cards of subcontracting and supplier opportunities.
  - iii. Proposers, in the case of sub-contract goals, may provide written notice to certified M/WBE's within seven (7) calendar days prior to the bid opening, either by certified mail with return receipt requested or by hand delivery with receipt, and advise them of the following:
    - a. The specific work the Proposer intends to sub-contract;
    - b. That their interest in the Contract is being solicited; and how to obtain information about and review of the Contract plans and specifications.
  - iv. Proposers can select economically feasible portions of work (as found in normal industry practice) to be performed by M/WBE's including, where appropriate, breaking up of Contracts or combining elements of work into economically feasible units.
  - v. Proposers can follow-up to initial solicitations of interest by contacting M/WBE's and sufficiently documenting the date, time and contact person.
  - vi. Proposers can provide interested M/WBE's with assistance in reviewing the Contract plans and specifications.
  - vii. Proposers can assist interested M/WBE's in obtaining required lines of credit, insurance or bonding.
- H. Proposers may contact the Business Development Division for guidance and assistance in the event that:
- i. The Proposer has difficulty or anticipates difficulty in identifying and/or obtaining M/WBE's for sub-contracting participation.
  - ii. The Proposer is unable to identify portions of the work that can be broken down for M/WBE sub-contracting participation.
  - iii. The Proposer determines that breaking down the work is not possible.
  - iv. A Subcontractor or supplier cannot perform as required in the Proposal documents.

- I. All proposed M/WBE's must be certified by Orange County and listed in the Business Development Division's most recent Directory. The only exception will be M/WBE's certified by the County after publication of the Directory. Copies of Orange County M/WBE Certifications for these firms should accompany the Proposal. All firms must be Orange County certified at the time of RFP submittal and must be certified in the area(s) for which they will be utilized. The Directory of Orange County certified firms is available from the Business Development Division at (407) 836-7317 or on-line at the County website: [orangecountyfl.net](http://orangecountyfl.net).
- J. Proposals containing blank M/WBE information pages may score lower in the M/WBE Participation evaluation criterion
- K. Intentional failure to attempt compliance and/or intentional failure to comply with the M/WBE subcontract goals, pursuant to the Orange County Ordinance, may result in the County invoking penalties under that Ordinance and/or a finding by the County that a successful Proposer is "non-responsible." This may also result in the Proposal being rejected and the Proposer possibly barred from consideration for future County Requests for Proposal.

Proposers must submit signed Letters of Intent (attachment C-3) with their Proposal from all current Orange County certified M/WBE Subconsultants, Subcontractors and suppliers identified on Attachments C-2 and C-4. These Letters of Intent must indicate the scope of work and dollar amount of the contract fees to be awarded to every M/WBE that is listed as a Subconsultant, Subcontractor and or/ supplier.

### **13. PROPOSAL ERRORS**

Where Price Proposal forms have erasures or corrections, the Proposer must initial each erasure or correction in ink. In case of unit Price Proposal items, if an error is committed in the extension of an item, the unit price as shown in the Official Price Proposal Form will govern. Errors between any sum, computed by the Proposer and the correct sum thereof will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written word.

### **14. DEVIATIONS**

Proposers are hereby advised that Orange County will only consider Proposals that fulfill the obligations and requirements imposed upon them by this Request for Technical and Price Proposals.

### **15. AWARD OF CONTRACT**

Selection shall be in accordance with F.S. 287.055 and the County's adopted selection procedures. The County reserves the right to accept or reject any or all Proposals that it may, at its sole discretion, deem unresponsive, to waive technicalities, or to accept the Proposal which, in its sole judgment, is most advantageous and best serves the over-all interests of the County.

The County reserves the right to request clarification of information submitted and to request additional information of one or more Proposers after the deadline for receipt of Proposals.

The Board of County Commissioners will award a contract pursuant to applicable law. The ability of a Proposer to obtain a performance bond and a payment bond shall not be regarded as the sole test of such Proposers' competency or responsibility.

Nothing contained herein shall place a duty upon the County to reject Proposals or award a Contract based upon anything other than its sole discretion as described herein.

Determination of the low Price Proposal when additive or deductive items are involved shall be as follows:

- a. If it is deemed to be in the best interest of the County to accept the additive or deductive items, award will be made to the Proposer that offers the best value and those additive or deductive bid items that provide the most features of the work.
- b. All Proposals will be evaluated on the basis of the same additive or deductive items.
- c. Failure of the Proposer to provide pricing for all unit priced items and/or the Base Price Proposal and ALL requested additive/deductive items, or alternates shall be cause for rejection of the Proposal as non-responsive.

## **16. CONTRACT DOCUMENTS**

The Contract Documents shall include the documents stated in the Contract (Titles, Subtitles, Headings, Running Headlines, Table of Contents and Indexes are used merely for convenience purposes).

## **17. LAWS AND REGULATIONS**

The Proposers' attention is directed to the fact that all applicable Federal and State laws, municipal and County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the solicitation and contract throughout, and they will be deemed to be included in the solicitation/contract the same as though herein written.

## **18. REQUIRED DISCLOSURE**

Proposer shall disclose all material facts with its Proposal submission pertaining to any felony conviction or any pending felony charges in the last three (3) years anywhere in the United States against (i) Proposer, (ii) any business entity related to or affiliated with Proposer, or (iii) any present or former executive employee, officer, director, stockholder, partner or owner of Proposer or of any such related or affiliated entity. This disclosure shall not apply to any person or entity that is a stockholder, owning less than 20% of the outstanding shares of a Proposer whose stock is publicly owned and traded.

The Proposer shall also disclose any civil conviction or pending civil litigation involving contract performance during the last three (3) years anywhere in the United States against the Proposer, or if any business controlled by or affiliated with Proposer.

The Board of County Commissioners may reject, at its sole discretion, any Proposer the Commission finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the Commission to lack honesty, integrity, or moral responsibility. The Commission's finding may be based on the disclosure required herein, the County's own investigation, public records, or any other reliable source of information. The Commission may also reject any Proposer failing to make the disclosure required herein. By submitting a Proposal, Proposer recognizes and accepts that the Board of County Commissioners may reject any Proposal at its sole discretion and the Proposer waives any claim it might have for damages or other relief arising from the rejection of its Proposal or resulting directly or indirectly from the rejection of its Proposal based on these grounds or from the disclosure of any pertinent information relating to the reasons for rejection of its Proposal.

## **19. EXECUTION OF WRITTEN CONTRACT**

The successful Proposer will be required to sign a written Contract that has been made a part of the Step One RFQ and identified as the Contract. Said written Contract will evidence in written form the agreement between the parties pursuant to the award having been theretofore made by the County to this Proposer; said signing to be accomplished within ten (10) days after receipt of Notice of Award. The County will issue an "Official Notice to Proceed" on the project within ninety (90) days of the Contract date as shown in the Agreement Form. In the event the County has not issued the Official Notice to Proceed within the 90-day period above, the Design-Builder shall have the option to rescind the Contract or continue with the Contract as originally proposed.

## **20. LICENSING REQUIREMENTS**

In order to be considered for contract award for this Work, Design-Builders shall meet the statutory definition of a "design-build firm" and /or be either "registered" or "certified" by the State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, County or municipal agencies having jurisdiction over the specified construction work.

Subconsultants and Subcontractors contracted by the Design-Builder shall be licensed in their respective fields to obtain construction permits from the County. Said license(s) must be in the name of the Subcontractor listed on Attachment C-2, Subcontractor/supplier page and/or the Subconsultant listed on Attachment C-4 .

## **21. SECURITY FORFEITURE**

If, within ten (10) days after issuance of Notice of Award of a contract, the successful Proposer refuses or otherwise neglects to execute the required written Contract and fails to furnish the required Performance Bond and Payment Bond, the amount of the Proposers' Proposal security (Cashier's Check or Proposal Bond) shall be forfeited and the same shall be retained by the County.

No plea of mistake in the Proposal or misunderstanding of the conditions of forfeiture shall be available to the Proposer for the recovery of his Proposal security or as a defense to any action.

## **22. PERFORMANCE BONDS AND PAYMENT BONDS**

A Payment Bond and a Performance Bond issued in a sum equal to one hundred (100%) percent of the total awarded Contract amount (including design *and* construction) by a surety company considered satisfactory by the County according to the criteria in Section 23 will be required from the successful Proposer for purposes of protecting the County from lawsuits for non-payment of debts as might be incurred during the successful Proposer's performance under such Contract, and insuring the faithful performance of the obligations imposed by the resulting Contract. The Payment Bond and the Performance Bond forms are included in the Contract Documents and said forms must be properly executed by the Surety company and Design-Builder within ten (10) days after receipt of notification from the County of its award of the Contract.

## **23. QUALIFICATIONS OF SURETY COMPANIES**

In order to be acceptable to the County, the surety company issuing the Proposal Bond, the Performance Bond and the Payment Bond, as called for in the Contract Documents, shall meet and comply with the following minimum standards:

- A. Surety must be admitted to do business in the State of Florida and shall comply with the provisions of Florida Statute 255.05.
- B. Surety must be listed on the US Department of Treasury Fiscal Service, Bureau of Government Financial Operations, Federal Register, Part V, latest revision, entitled: "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."
- B. All bonds shall be originals and issued or countersigned by a licensed producing agent with satisfactory evidence of the authority of the person or persons executing such bond shall be submitted with the bond. Attorneys-in-fact who sign bonds or other surety instruments must attach with each bond or surety instrument a certified and effectively dated copy of their power of attorney. Agents of surety companies must list their name, address and telephone number on all bonds.
- C. The life of the bonds shall extend twelve (12) months beyond the date of Final Completion and shall contain a waiver of alteration to the terms of the Contract, extensions of time and/or forbearance on the part of the County.

## **24. TRENCH SAFETY ACT**

### If Applicable -

Pursuant to Chapter 90-96 (CS/SB 2626), Laws of Florida, "Trench Safety Act", any person submitting a Proposal is required to complete the form entitled: Compliance With Florida Trench Safety Act (90-96, Laws Of Florida) and return the form with the Price Proposal Form. (Form B, Attachment D).

This is not a pay item. The purpose of this form is to gather information on the costs associated with trench safety measures and to insure that the Proposer has considered these costs and included them in the Price Proposal. Failure to complete this form may result in the Proposal being declared non-responsive.

**25. RECIPROCAL IN-STATE PREFERENCE**

In the event the lowest Price Proposal submitted in response to this Request for Technical and Price Proposal is by a Proposer whose principal place of business is in a county other than Orange County, and such county grants a preference for purchases to a Proposer whose principal place of business in such county, then Orange County may award a preference to the next lowest Price Proposal submitted by a Proposer having a principal place of business within Orange County, Florida. Such preference shall be equal to the preference granted by the county in which the Proposer has its principal place of business.

**26. INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY**

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

No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any or damage suffered as a result of any act, event, or failure to act.

The County shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

**27. OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.)**

In instances where such is applicable due to the nature of the Project with which this Proposal is concerned, all material, equipment, etc., as proposed and offered by Proposers must meet and conform to all O.S.H.A. requirements; the Proposers' signature upon the Price Proposal form (Form B) being by this reference considered a certification of such fact.

**28. SUB-CONTRACTOR/SUPPLIER INFORMATION**

Proposers shall list all proposed Subcontractors, Subconsultants and suppliers to be used, regardless of racial or gender grouping, to include names, addresses, phone numbers, type of work subcontracted (trade or commodity), dollar amount of work, and the M/WBE designation or majority (Non-M/WBE) owned company. Attachment C-4 is provided for this information regarding design and contract management, and Attachment C-2 is provided for this information regarding the construction of the Project. Proposers shall not change any Subcontractors or Subconsultants without just cause and approval by the County.

## COMPETITIVE SELECTION PROCESS

In accordance with generally accepted purchasing practice, all conditions contained in the Technical and Price Proposal are subject to negotiation.

### 30. TECHNICAL PROPOSAL SUBMITTAL FORMAT

#### A. Weighted Criteria (overall)

Criteria	Score (0-500)	% Weight	Weighted Score
Qualifications (Step One)		30	
Technical Proposal (Step Two)		40	
Price Proposal (Step Two)		30	
Total		100	

#### B. Weighted Technical Evaluation Criteria

The following criteria and weights shall be utilized in the evaluation of this proposal.

<u>Criteria</u>	<u>Weight</u>
Project Understanding, Approach and Preliminary Design	50
Project Schedule	10
Quality Control (Design and Construction)	10
Coordination (Utilities and Agencies)	20
M/WBE Participation	10
<b>TOTAL</b>	<b>100</b>

#### C. Evaluation Criteria Descriptions for Technical Proposal

The Technical Proposal provided by the Proposer is not intended to replace what is in the Contract documents, be reviewed against the Contract documents, or be all inclusive of the entire scope, but only provide additional information to the County. The Contract documents take precedence if Proposer provides statements that conflict with Contract documents.

Any Proposal containing wording that limits the responsibility of the Proposer to what is contained in their Proposal rather than the Contract documents will be rejected based on being non-responsive. Each Proposal shall be organized as outlined as follows. It is intended that each heading and all subheadings/paragraphs as outlined below will be reviewed independently. **If information is not contained within the appropriate subheading, the information may not be reviewed or counted in the scoring for the subheading topic.** The maximum number of pages per subheading topic (using 12-point type, or larger) listed below shall not be exceeded.

**i. Project Understanding, Approach and Preliminary Design (maximum 6 pages):** The Proposers shall demonstrate knowledge of the project objectives and existing field conditions, identify potential design and construction/build challenges, and present an overall plan for completing the specified work. The plan should demonstrate efficient use of manpower, equipment, and techniques for completing the project efficiently and effectively.

A preliminary (schematic) design layout of major system components for the rooftop array shall be provided on 8 ½ x 11 paper, as one of the 6 pages allowed. Preliminary array-sizing and AC energy output calculations shall be provided in summary format. A descriptive summary of all items listed in Section 6 of the Design Criteria shall be provided in narrative format. These items shall be numbered with the same sub-section numbers, and they shall be presented in the same numerical order. (Detailed information regarding these items, such as equipment spec sheets and copies of proposed warranties, are not subject to the 6-page maximum, and shall be provided as an exhibit to the Technical Proposal and clearly labeled “Information to be Supplied With Technical Proposal, per Design Criteria”.)

**ii. Project Schedule (maximum 1 page):** The Proposers shall provide a time schedule of all significant project components, including enough detail to demonstrate the adequacy and credibility of their proposed schedule.

**iii. Quality Control (Design and Construction) (maximum 1 page):** Document the Proposers policies and procedures for quality control and assurance. Describe other management procedures to ensure that the design and construction complies with the design criteria, permitting agencies, profession/industry standards, and any other pertinent requirements.

**iv. Coordination (maximum 2 pages):** The Proposers shall demonstrate that they have good procedures for assuring proper coordination is maintained at all times during the project. Their coordination plan shall include coordination with:

- Orange County Building Division and other code officials
- Orlando Utilities Commission (OUC)
- Florida Solar Energy Center (FSEC)
- Orange County Convention Center (OCCC)
- Sub-consultants/subcontractors/suppliers
- Roof structural engineer
- Roof warranty provider
- Others

**v. M/WBE Participation:** Complete Attachments C-1, C-2, C-3 and C-4 and submit with the Price Proposal to provide M/WBE sub-consulting and subcontracting participation in the performance of the work; quality control/quality assurance programs; procurement of construction materials and equipment; and to provide other project related goods, services and/or work. The goal in design and contract management fee portion is 24%, and the goal for the construction portion of the design-build project is 25%. In other words, the Proposer should propose to subcontract 25% of their Contract fees to certified minority and/or women-owned businesses in order to maximize their score for these criteria. A list of certified firms is available online at [www.orangecountyfl.net](http://www.orangecountyfl.net).

**RFP # Y8-813-J2**

**DESIGN-BUILD SERVICES FOR ORANGE COUNTY CONVENTION CENTER  
SOLAR PHOTOVOLTAIC DEMONSTRATION CENTER**

**SCOPE OF SERVICES**

## SCOPE OF SERVICES

“Orange County Convention Center Design-Build Solar Photovoltaic Demonstration Center”

### 1. Project Description

This is a design-build construction project (a.k.a. turnkey project). In summary, the scope is to design, furnish, and install 3 interconnected project components: a nominal one-megawatt rooftop solar photovoltaic (PV) system; 4 experimental PV systems (10 kW each, with three mounted at ground level and one on the roof); and minor building renovations to build an Education Center inside the OCCC. The large PV system is intended to be a showcase demonstration facility using high quality, proven PV modules; the smaller experimental systems are intended to contribute to the kWh output of the large PV system while also contributing to scientific and/or economic knowledge related to the development of promising PV and battery storage technologies; and the education center is intended to educate the public on climate-change issues and to promote solar and other renewable energy technologies.

The design/build contractor (also called d/b contractor, or design/builder) shall be responsible for engineering design, code compliance, permitting, providing/delivering all materials/equipment, and all resources for the installation, testing, start-up, capacity rating certifications, and warranties for the 3 project components described above. The large PV system will be connected to the OCCC electrical distribution system and the local utility grid (net metering), as well as to web-based monitoring equipment located in the education center. The 4 smaller experimental PV systems will also be tied to the OCCC electrical distribution system and the monitoring equipment. The large rooftop PV system will be located on the OCCC North/South Building. Roof load calculations and structural engineering will be the responsibility of the design/build contractor. Applicable building code information and permitting guides can be found at [www.orangecountyfl.net/building](http://www.orangecountyfl.net/building)

This design/build project is part of a larger grant-funded project. The design/build project budget and base-price bidding guidelines will be provided in Step 2 of this RFP, Request for Technical and Price Proposals.

### 2. Design and Construction Services

**The design/build contractor will provide the following design and construction services:**

- A. Provide detailed design engineering for the 3 project components, including all project requirements listed herein, and all Design Criteria provided in Step 2 of this RFP.
- B. Submit engineering drawings and documentation for approval, complying with all applicable codes and permitting requirements. In addition to approvals by governmental jurisdictions having authority, PV system designs and capacity ratings must be certified by the Florida Solar Energy Center (FSEC).
- C. Obtain all required approvals, permits, and inspections.
- D. Provide all planning, scheduling, project management, and construction management services for a complete design/build project. (Note: final approval of all on-site work schedules must be received in advance from the OCCC, and must minimize disruption to convention center events.)

- E. Develop and submit a roof protection plan, to include the equipment staging process and the installation process. This plan must be approved by OCCC and the roof warranty provider, prior to beginning any on-site roof work.
- F. Install all equipment and systems in accordance with industry standards and best practices, the project specifications, the design criteria documents, and the approved engineering design drawings and documents.
- G. Provide testing and start-up services for all equipment and services.
- H. Provide certified capacity ratings of all PV systems.
- I. Provide recommended spare parts and special tools lists.
- J. Provide Operation and Maintenance Manuals.
- K. Provide a train-the-trainer operations and maintenance training program for OCCC staff.
- L. Provide warranty services.

### **3. Project Specifications**

The nominal one-megawatt rooftop solar photovoltaic system shall consist of high quality, proven PV modules. The modules shall be a product with a highly reliable performance record and one that has been available, without substantial design changes, in the commercial market for at least 5 years. These modules shall have been installed and be currently operational in at least 5 systems of minimum size 100 kWdc, and they shall have performed in accordance with published product specifications. Documented system performance for the first year of operation, and for the most current year, is requested for each of the 5 systems (along with a copy of the product specifications), as part of Form H, in Step 1 of this RFP. The modules shall include a minimum 20-year power production warranty, including a guaranty that the power output shall degrade no more than 1% non-compounded for each year of service (for example, production must be at least 98% at the end of year two). The Florida Solar Energy Center (FSEC) will monitor the system's energy production throughout its lifetime.

The array shall be sized such that the "nominal" 1MWdc (exact minimum size, or maximum budget, to be specified in Step 2 of this RFP) is fed into the inverters in conditions of 1000 W/m<sup>2</sup>, 20°C ambient temperature, 1 m/s wind speed and 1.5 AM spectral distribution. This should be verifiable from the regression analysis of one year's measured data. Upon delivery of modules to jobsite, approximately 10 samples shall be randomly selected by OCCC and submitted to FSEC, a Nationally Recognized Test Laboratory, for performance testing in accordance with IEC Standard 61853. If extrapolated test results indicate that the rated capacity of the array, as designed, does not meet the requirements in the "Base Price Bid" (to be provided in Step 2 of this RFP), then the design/build contractor shall furnish and install the additional number of modules necessary to meet the array-size proposed. If this happens, there will be no additional costs to OCCC for any required work including, but not limited to, bringing the system up to size or re-balancing the system. As part of Step 2 of this RFP process, contractors will also be required to provide calculations of total expected energy production for each PV system, in terms of annual AC kilowatt-hours to be delivered to the OCCC electrical distribution system.

The large PV system will be installed on the south side of the OCCC North/South Building roof. The existing flat roof has a floating single-ply FiberTite membrane which is 5 years old. The roof is largely free of obstructions, aside from several HVAC units and several strings of air terminals for the lightning protection system. Three rows of roof drains are also installed over this southern half of the roof. Any roofing work required for the solar installation shall be the responsibility of the design/build contractor. The roof is approximately 60 feet above grade and is surrounded by a parapet wall five to seven feet above the roof surface. The inverters for the large PV system shall be either roof-mounted over the building's structural members, or installed inside the mechanical penthouse at the southeast corner of the roof. Inverters or inverter clusters of approximately 250kW are the preferred design layout, since the solar contribution will be distributed among four interconnection points. These interconnection points are located in 480V, three-phase switchgear near the proposed inverter locations.

The 4 experimental PV systems shall be 10 kW each, and they shall feature advanced or emerging technologies, such as those from the Department of Energy's Solar America Initiative Technology Pathway Partnerships or Incubators. These systems will be further specified in Step 2 of this RFP (most likely the modules will be pre-selected, and possibly even ordered by FSEC, and the balance of the system components will be furnished and installed by the d/b contractor). These systems shall be visible to the public, aesthetically pleasing, and installed in specified locations; 3 at ground level and 1 on the North-South building roof. The inverters, and any storage batteries, may be installed at the array locations. Interconnection must occur with the North-South Building's interior or exterior electrical distribution system. More details will be provided in Step 2 of this RFP.

The PV systems shall also include an open-protocol, web-enabled Data Acquisition System (DAS) that shall monitor weather conditions and power production from all systems. This information shall be made available online, with real-time data viewable on the OCCC web site. Readings from the DAS shall also be included in display(s) within the Education Center.

The Education Center will be located in a semi-finished room inside the OCCC, approximately 4,000 square feet in size. The room has a high ceiling with a functioning air conditioning system, fire sprinklers, and suspended light fixtures. In summary, the design/build contractor shall furnish and install 8-foot high (drywall) walls, to isolate a portion of the room and to build one office and one conference room. Additional suspended lighting and wall outlets will be installed, and all walls will be painted. No new ceilings will be installed. Carpeting will be furnished and installed by the contractor. More details on the renovation requirements will be provided in Step 2 of this RFP.

## **END OF SCOPE OF SERVICES**

**RFP # Y8-813-J2**

**DESIGN-BUILD SERVICES FOR ORANGE COUNTY CONVENTION CENTER  
SOLAR PHOTOVOLTAIC DEMONSTRATION CENTER**

**DESIGN CRITERIA PACKAGE**

**PART E**

**DESIGN-BUILD SERVICES FOR ORANGE COUNTY CONVENTION CENTER  
SOLAR PHOTOVOLTAIC DEMONSTRATION CENTER**

**DESIGN CRITERIA PACKAGE**

The term “Design-Builder” refers to the design/build firm. The term “Owner” refers to the Orange County Convention Center (OCCC).

**1. General Information**

- 1.1. These specifications cover the design and installation of five grid-connected photovoltaic (PV) systems at the North-South Building of the Orange County Convention Center in Orlando, FL. The primary system will be a nominal one megawatt installation on the roof, and four smaller “experimental” systems (10kW each) shall be installed as well. The Design-Builder shall also be required to provide design/build services for building renovations for the proposed Climate Change Education Center within the building.
- 1.2. All systems shall be provided on a “turn-key” basis to the Owner. The Design-Builder is also responsible for all engineering related to any changes made to the building.
- 1.3. The Design-Builder shall bid a 1000 peak kilowatt (kWp) rooftop system, as determined by the aggregate PV module power rating under the Standard Test Conditions (STC, 1000 W/m<sup>2</sup> solar irradiance, 25°C module back surface temperature and air mass 1.5 spectral distribution) rating. For mounting systems with air flow beneath the modules, the Technical Proposal evaluation shall take into account the aggregate PV module power rating of the proposed array under Florida Test Conditions (FTC, same as the STC except that the module back surface temperature is 50°C). For mounting systems without air flow beneath the modules, the Technical Proposal evaluation shall take into account the aggregate PV module power rating of the proposed array under Special Florida Test Conditions (SFTC, same as the STC except that the module back surface temperature is 60°C).
- 1.4. The four experimental PV systems shall be approximately 10 kWp (DC at STC) each, and shall feature advanced or emerging technology modules. These systems shall be visible to the public, aesthetically pleasing, and installed on or near the North-South building (two shall be installed at the designated ground-level locations south of the building, the third shall be installed in the parking lot east of the building, and the fourth shall be installed at a designated rooftop location). The inverters and energy storage (if included) may be installed at the array locations, and interconnection must occur with the North-South Building’s electrical distribution system. Distance to interconnection points varies by location (from roughly 30 feet to 150 feet). Conduits shall be provided for all underground and unprotected electrical and data wiring.
- 1.5. Technical Proposal must list all major system components required to complete the system installations. In addition, information sufficient for evaluation must be included in the Technical Proposal on the design, configuration, installation, operation, and maintenance of the complete systems.

- 1.6. All systems shall be designed for outdoor installation in the Orlando area. The area is subject to long-term high humidity and temperature conditions. Annual ambient temperatures can range from 20°F to 100°F (-7°C to 37°C). Supplied equipment must be rated and warranted to withstand and operate under these conditions.
- 1.7. The arrays shall not be installed in areas that may experience shading within 3 hours (each side) of solar noon throughout the entire year.
- 1.8. Each PV system will be interconnected to the Owner's utility connection through grid-interactive inverters. The design requirements and specifications of the PV modules, inverters, utility interconnections, PV system electrical design, and PV array mechanical design are described in the following sections.
- 1.9. Design-Builders should be aware of all the documentation and procedural issues required prior to submitting Technical and Price Proposals.
- 1.10. Design-Builder shall be responsible for educating, coordinating, and satisfactorily addressing all questions from the Owner and the electric utility (Orlando Utilities Commission, or OUC) before, during, and after installation.
- 1.11. Design-Builder will provide an option for an Extended Service Contract, thereby extending labor, technical assistance and routine maintenance for five years after the one-year warranty required in section 7.7 has expired. Routine maintenance is defined as the act of making sure the PV system operates properly, with annual checkups as a minimum. This includes changing blown fuses, diodes, circuit breakers, wiring and other balance-of-system (BOS) components, as necessary. This includes coordinating the warranties of factory-warranted components such as the modules or inverters, and includes any labor required to change these or other failed components. Proposers shall provide an annual fixed price for an optional Five-Year Extended Service Contract as per Additive #2 on the Price Proposal Form. If purchased, this Extended Service Contract shall begin upon the expiration of the one-year required warranty specified in section 7.7.
- 1.12. Design-Builder shall provide all services and meet all specifications contained in Part D, Scope of Work; as well as in all contract documents.
- 1.13. A site review of the intended array locations should be completed by the Design-Builder before the design and installation begin.
- 1.14. All PV modules used in this project must be certified by the Florida Solar Energy Center (FSEC) or another nationally accredited test laboratory for power rating.
- 1.15. The entire PV system designs must be approved by FSEC.

## 2. **PV Module And Array Specifications**

- 2.1. Size of the PV arrays shall include a calculation at FTC as part of the review of Technical Proposals. In the Technical Proposal, Design-Builder shall take into account the modules' power production tolerances and the modules' temperature correction factors at peak power ( $P_{MP}$ ).

- 2.2. The PV modules shall meet or exceed the relevant Underwriters Laboratories (UL) and International Electrotechnical Commission (IEC) Standards, including UL 1703 *Flat-Plate Photovoltaic Modules and Panels (March 2002 or its successor)*, IEC 61730 *Photovoltaic Module Safety Qualification (2004, which contains two parts: Part 1. Requirements for Construction and Part 2. Requirements for Testing)* and IEC 61215 *Crystalline Silicon Terrestrial Photovoltaic (PV) Modules – Design Qualification and Type Approval (April 2005)* or IEC 61646 *Thin-Film Terrestrial Photovoltaic (PV) Modules – Design Qualification and Type Approval (November 1996)*.
- 2.3. The modules shall include a minimum 20-year power production warranty, including a guarantee that the power output shall degrade no more than 1% non-compounded for each year of service (for example, production must be at least 98% at the end of year two). FSEC will monitor the system's power and energy production throughout its lifetime.
- 2.4. For the large PV system, the Design-Builder shall include in the Technical Proposal information the expected annual degradation in total system energy production expressed as a percent of the system AC kWh output.
- 2.5. Upon delivery of modules to jobsite, approximately 10 samples shall be randomly selected by OCCC and submitted to FSEC, a nationally-accredited test laboratory, for performance testing in accordance with ASTM Standard 1036-02 *Standard Test Method for Electrical Performance of Nonconcentrator Terrestrial Photovoltaic Modules and Arrays Using Reference Cells*. If extrapolated test results indicate that the rated capacity of the aggregate of array modules, as designed, does not meet the Design-Builder's promised array power rating, then the Design-Builder shall furnish and install the additional number of modules necessary to meet the array size proposed. If this happens, there will be no additional costs to OCCC for any required work including, but not limited to, bringing the system up to size or re-balancing the system.
- 2.6. For the large PV system, the Design-Builder shall include in the Technical Proposal a guaranteed minimum AC kWh that will be delivered to the Convention Center AC distribution network during the first 12 months of operation (beginning upon 30 days of trouble-free operation after system acceptance testing). The Owner will measure the annual AC kWh delivered and incident solar irradiance using a calibrated FSEC reference module (a calibrated pyranometer may be used in addition) that is inclined to the average slope of the PV array. The energy production guarantee shall assume the baseline (reference) solar irradiance of 2000 kWh/m<sup>2</sup> per year. The delivered AC kWh and the actual solar irradiance will be measured for the first year, and the delivered AC kWh will be normalized to the baseline solar irradiance. If the system produces fewer normalized AC kWh than promised, Design-Builder shall pay Owner \$4.50 per deficient annual kWh (i.e., \$0.15/kWh X 30 year lifetime) to meet the promised kWh. Alternatively, the Design-Builder may replace and/or add sufficient modules to meet the required energy production for the subsequent years.
- 2.7. Primary components of the four 10kWp (DC) experimental systems are specified below, and shall be provided by Design-Builder. Design-Builder shall also include the costs for mounting and wiring these systems.

- 2.7.1. System 1: a ground-mounted system to south of OCCC building, to include:
  - 2.7.1.1. Nominal 10kWp of CIGS modules, to be approved by FSEC
  - 2.7.1.2. Solectria PVI13kW inverter
  - 2.7.1.3. UniRac Low-Profile SolarMount rail system.
- 2.7.2. System 2: a ground-mounted system to south of OCCC building, to include:
  - 2.7.2.1. Nominal 10kWp of CdTe modules, to be approved by FSEC
  - 2.7.2.2. Solectria PVI13kW inverter
  - 2.7.2.3. UniRac Low-Profile SolarMount rail system.
- 2.7.3. System 3: a pole-mounted system in eastern parking lot
  - 2.7.3.1. Minimum 10kWp of Sanyo HIT-190DA3 modules, or similar Sanyo bi-facial modules, to be approved by FSEC
  - 2.7.3.2. Two SMA SB5000US inverters, AC coupled with two Sunny Island SI5048U battery-backup inverter. System AC output may require a transformer.
  - 2.7.3.3. A minimum 10kWh (calculated at C/8 discharge rate) Battery Storage System, with outdoor housing. Battery technology to be lead-calcium, sodium-sulfur, nickel-metal hydride, or nickel-cadmium, as approved by FSEC
  - 2.7.3.4. UniRac PV PoleMount rail system
- 2.7.4. System 4: a roof-mounted system, to include:
  - 2.7.4.1. 64 SolarWorld SW175 modules (11,200 Wp)
  - 2.7.4.2. Solectria PVI13kW inverter
  - 2.7.4.3. PVT Solar Mounting Rails

### 3. **Other Component Specifications**

- 3.1 Inverters shall be designed specifically for utility grid interconnection of photovoltaic arrays and be capable of automatic, continuous, and stable operation over the range of temperatures, voltages, currents, and power levels for the size and type of arrays used.
- 3.2 Inverter output voltage shall be 277/480 volt wye. Each inverter shall be compliant with the UL Standard 1741 *Standard for Safety: Inverters, Converters Controllers and Interconnection System Equipment for Use with Distributed Energy Resources (November 2005)*, IEEE Standard 1547 *Standard for Interconnecting Distributed Resources with Electrical Power System (July 2003)*, and IEEE Standard 1547.1 *Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electrical Power System (July 2005)*. The inverter shall also comply with IEEE Standard 519 *Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems*, and other latest applicable ANSI and FCC standards and addenda dated prior to the award of the Contract for this procurement.
- 3.3 The inverter(s) must have an automatic visual indicator showing whether the system is on-line and operating properly.
- 3.4 The inverter(s) must have at least a five-year repair or replacement warranty from the manufacturer covering parts and labor.

- 3.5 The inverters for the rooftop system shall be either roof-mounted (on the building's structural columns) or inside a mechanical room at the southeast corner of the roof. Inverters or inverter clusters of approximately 250kW shall be used for this system, as OCCC would like the solar contribution to be distributed among four interconnection points.
- 3.6 All electrical enclosures (including inverters) shall be shaded during peak sun hours to enhance system reliability. All outdoor electrical enclosures shall be rated as NEMA 3R or better and have superior strength and corrosion resistance properties.
- 3.7 The inverters, disconnects, and any other required electronics for the experimental systems shall be installed near the arrays, where they may be exposed to weather and accordingly, should be adequately protected from possible vandalism. The Design-Builder will provide suitable lockable structures for housing these components.
- 3.8 The Design-Builder shall include in the Price Proposal, as part of the pricing for the large PV system, a Data Acquisition System (DAS) with data accessible via the Internet. The DAS shall be open-protocol and shall record the following measurements at intervals not to exceed thirty seconds:
  - 3.8.1 Weather conditions at the roof, as near the array as possible:
    - 3.8.1.1 Irradiance ( $W/m^2$ ) at the average slope of the array
    - 3.8.1.2 Wind speed (mph)
    - 3.8.1.3 Ambient temperature ( $^{\circ}C$ )
  - 3.8.2 Module temperature ( $^{\circ}C$ ), with the sensor adhered to back of at least ten "representative" modules in the rooftop array
  - 3.8.3 DC voltage and current input to each inverter (rooftop and experimental systems)
  - 3.8.4 AC voltages and currents output of each inverter
  - 3.8.5 PV-generated energy (AC kWh) delivered at each interconnection point
  - 3.8.6 Building demand (AC kW), measured for each piece of switchgear at the interconnection points
  - 3.8.7 The DAS shall also provide downloads of 15-minute average data in comma-separated-value format, and this data shall be accessible for a minimum of one year after collection. The real-time data shall also be made available in a human-readable format, such that OCCC can access it as required, using Windows 2003 and Microsoft SQL.
  - 3.8.8 The DAS shall include an Internet-enabled interface allowing the public to view the system performance data. This interface must be able to be embedded into a third party website.
  - 3.8.9 Design-Builder shall provide single mode fiber optic cable connection from the DAS to the building's communication infrastructure. (If the DAS is located in the proposed inverter room, the nearest communication closet [IDF] is almost directly one floor below and is accessible via an existing cable chase. If the DAS is located in the Telecom Room on Level 1, the connection can be made in that room.)

#### 4. **PV System Electrical Design**

- 4.1. The electrical design and installation instructions for the PV systems shall conform to the 2005 National Electrical Code (NEC 2005), except as described in Section 4.4 below. Later versions of the NEC may be followed, but only as allowed by the local Authority Having Jurisdiction. Article 690 of the NEC applies specifically to photovoltaic system safety, protection, control and interface with other sources. Other articles of the NEC also apply.
- 4.2. All electrical components, including blocking diodes, overcurrent protection devices, disconnects, surge suppression devices, conduits, wiring and terminals must have UL or equivalent listing and have appropriate voltage, current and temperature ratings for the application. Special attention should be given to appropriate ratings for components used in DC circuits.
- 4.3. All wiring shall be listed for operation at 600 volts and temperature rating of 90°C in wet locations. Wiring and conduit shall be sunlight-resistant where required.
- 4.4. Ampacity calculations must take into account appropriate de-ratings as required. All conductors in the system are subject to a 125% NEC de-rating, and all DC source circuit conductors and overcurrent protection devices must include an additional 125% de-rating for solar radiation enhancement. Appropriate temperature de-ratings for conductors must be considered for peak operating temperatures, as well as de-ratings for instances where more than three current-carrying conductors are enclosed in a conduit. Rooftop conduits shall be supported above the roof, and ampacities of rooftop conductors and junction boxes shall be calculated using *Table 310.15(B)(2)(c)* of the 2008 National Electrical Code.
- 4.5. Total voltage drop in the system (including DC and AC) shall not exceed three percent (3%), including losses in conductors and through all fuses, blocking diodes, circuit breakers, disconnect switches and termination points.
- 4.6. To the greatest extent possible, module mismatch in the source circuits should be minimized.
- 4.7. Interconnection of all systems shall be made per NEC 2005, Article 690.64. The main rooftop system shall be divided into four sections of approximately 250kW AC each. Each 250kW AC block will connect into a separate section of 277/480V wye, three-phase switchgear near the proposed inverter room. This will spread the main PV contribution among four of the OCCC's main switchboard distribution points. The interconnection details for the experimental systems shall be determined during location selection.
- 4.8. All overcurrent devices shall have trip ratings no greater than the de-rated ampacity of the conductors being protected.
- 4.9. Each series-connected source circuit of modules shall include a series fuse or circuit breaker as required by UL and NEC to prevent damage to wiring or other system components.
- 4.10. The inverters shall include array ground-fault protection devices, which must be capable of detecting array ground faults, shunting the fault current to ground, and disabling the array until the fault has been cleared.
- 4.11. All terminations must be UL listed multi-contact, box terminal, or compression type connections. Twist-on wire splices, crimped, soldered or taped connections are not permitted for the required field installed wiring. Proper torque specifications shall be provided for all of the required field connections.

- 4.12. All module frames, panel/array support structures, metal enclosures, panel boards and the inverter cabinets shall be provided with connections for bonding to a common grounding conductor and terminating at the utility service ground. In addition, provisions for grounding the neutral of the inverter output shall be provided. The DC grounded conductor may be connected to the AC neutral in the inverter design and under no circumstances shall multiple connections to ground be specified for current-carrying conductors in the system.
- 4.13. The Design-Builder shall coordinate interconnection details with OUC, and shall be responsible for the required interconnection paperwork with input from the Owner.
- 4.14. Loss of Utility Power: The inverters shall not operate without the line voltage present. In case of loss of utility power, the inverter shall cease energizing the interconnected utility grid within two seconds of the power outage. Assuming solar availability, the inverters' restart shall occur automatically after five minutes (but within ten minutes) of the restoration of line voltage and frequency.
- 4.15. Lightning Protection: the rooftop array lightning protection system shall be tied into the building's existing lightning protection system. Appropriate surge suppression devices shall be installed on both the DC and AC sides of the array, and all such devices shall be installed according to the appropriate sections of the NEC 2005. For additional lightning protection, ground rods should be installed at the ground-level experimental system locations. These ground rods shall then be connected to the utility grounding system. Appropriate surge suppression devices should be installed.

## 5. **PV Array Mechanical and Structural Design**

- 5.1. The Design-Builder shall provide the mechanical hardware for mounting the photovoltaic arrays. The Design-Builder shall provide all other hardware required for assembling the photovoltaic modules and panels and structurally attaching them to the roof (as required).
- 5.2. A Roof Protection Plan including the equipment staging process, penetration and patching details, and other pertinent installation processes, shall be developed by the Design-Builder. This plan must be submitted for approval by the Owner and the roof warranty provider early in the design stage, to prevent delays to the installation process. Approved roof walk pads, from the roof access door near the inverter room to the closest point of the large PV array, shall be furnished and installed by the Design-Builder.
- 5.3. The existing roof is due for replacement within the expected lifetime of the PV system. When the existing roof is replaced, the array must be economically removable without damage to the modules and mounting structure (to allow for the re-roofing) and then economically reinstalled.
- 5.4. The PV systems, including modules, hardware and attachments shall be designed to withstand the required wind loads and comply with all existing local and national codes. Roof load calculations, structural engineering, all required permits, and all roof work shall be the responsibility of the Design-Builder. For reference, the structural engineer for the roof design was Walter P. Moore and Associates (Orlando Office: 407.418.2218).

- 5.5. Array mounting hardware supplied by the Design-Builder shall be compatible with the site considerations and environment. Special attention shall be paid to minimizing the risk from exposed fasteners, sharp edges, and potential damage to the modules or support structure. Corrosion resistance and durability of the mechanical hardware shall be emphasized—such as the use of stainless steel fasteners and an aluminum support structure. Appropriate steps shall be taken to avoid galvanic corrosion.
- 5.6. Given the high profile and public visibility of the project, the aesthetics of the overall installation is extremely important to the Owner. To create a uniform appearance of the array, spacing between individual modules and panels should be kept to a minimum (while still avoiding row-to-row shading). As much as possible, all mechanical hardware, conduit, junction boxes and other equipment should be concealed beneath and/or behind the arrays.
- 5.7. The array layout should be consistent with the ordering (and labeling) of source circuits in the array combiner boxes. Ease of access for array troubleshooting and maintenance is desired by allowing access to the back of the array for module junction box servicing (as required), and removal or replacement of individual source circuits and modules if necessary.
- 5.8. To the extent possible, the array shall be designed to promote module cooling by ventilation behind the modules.

## 6. Information To Be Supplied With Technical Proposal

### Technical Proposal documents must include the following information:

- 6.1. Required lead-time for delivery of equipment for the large rooftop PV system, and for the 4 experimental PV systems.
- 6.2. The following information on the large rooftop PV array:
  - Cumulative STC power rating of proposed PV modules (please account for module power tolerances)
  - Cumulative FTC (or SFTC, as appropriate) power rating of PV modules (please account for module power tolerances, and provide the temperature correction factor used for module  $P_{MP}$ )
  - The expected annual degradation in total system energy production expressed as a percent of the system AC kWh output.
  - Life expectancy (practical useful life) of the proposed modules.
  - The Normal Operating Cell Temperature (NOCT) of the module offered, per IEC 61215 or IEC 61646, as appropriate for the cell technology.
  - Guaranteed first-year AC kWh to be delivered to the Convention Center distribution network, as described in Section 2.6
  - Estimation of module mismatch losses at FTC (or SFTC, as appropriate) and power loss in DC wiring and balance-of-system (BOS) at FTC (or SFTC, as appropriate). BOS includes blocking diodes, fuses, circuit breakers, disconnect switches and terminations.
  - Estimated power delivered to the inverters at FTC (or SFTC, as appropriate).
- 6.3. Roof/Site layout indicating proposed layout of entire system, including PV array, and location of BOS hardware and inverters with respect to the array.
- 6.4. Three-line diagram showing the proposed electrical layout of entire system.
- 6.5. Information showing details of proposed module/array mechanical support.

- 6.6. Copies of proposed warranties for all major systems and components.
- 6.7. Manufacturers' equipment specifications for all major system components, including those for PV modules, inverters, blocking diodes, overcurrent protection devices, disconnects and optional equipment.
- 6.8. Parts lists, including all major electrical components, major mechanical hardware, and other major equipment required for installing the systems (must include description and make for all the major equipment provided; model/part number and source are also required for the PV modules and the inverter).
- 6.9. As stated in item 3 of the Scope of Services, the proposed modules shall be a product with a highly reliable performance record and one that has been available, without substantial design changes, in the commercial market for at least 5 years. These modules shall have been installed and be currently operational in at least 5 systems of minimum size 100kWdc, and they shall have performed in close accord with published product specifications. Documented system performance for all (or as many as possible) of these 5 systems shall be provided, and shall reference the appropriate module specifications from item 6.9 above.
- 6.10. When roof failures (leaks) become unacceptable at some point in the future and the Owner decides to replace the roof, briefly explain what options the Owner will have regarding the roof area under the PV array. Include a description of the scope of work required to disassemble, stage, and re-assemble the array to allow for roof replacement. Include a cost estimate (in 2008 dollars) to do all disassembly, staging, and re-assembly work.

**Information To Be Supplied With Price Proposal Shall Include The Following Options:**

- 6.11. Option Item 001 - Additive/Deductive #1; Provide a unit price for the addition or deduction of 10kWp "blocks" of system capacity (from the nominal one-megawatt threshold) for the rooftop system (as determined from the modules' aggregate STC rating)
- 6.12. Option Item 002 – Additive #2; An annual fixed price for a 5-year Extended Service Contract as described in Section 1.11 -

Preliminary designs will be reviewed as part of the Technical Proposal review process. Design-Builders with insufficient design information may be requested to provide additional supporting material or their Proposal may be deemed non-responsive.

**7. Information To Be Provided By Design-Builder Before Project Completion**

- 7.1. The Design-Builder is responsible for providing four complete copies of all installation, operations and maintenance manuals.
- 7.2. The Design-Builder will provide design, materials, installation, and permitting price information. Materials and parts data will be broken down into three categories: modules, inverters, and other. These costs should be the costs to the Owner, and not wholesale or distributor costs. In the case of packaged PV systems, the materials cost breakdown may not be possible, so the replacement cost of each major component should be listed, along with the cost of any miscellaneous materials (e.g. wire, junction boxes, etc.).

- 7.3. As-built drawings and electrical schematics indicating overall layout of entire system, including PV arrays, and location of BOS hardware and inverters with respect to the arrays. Drawings will be submitted in an electronic format that may be imported into AutoCAD drafting software. Proper credit of the source of these drawings will be noted on the Owner's drawings.
- 7.4. A copy of the interconnection agreement between the Owner and the OUC must be provided by the Design-Builder.
- 7.5. A commissioning report, for the purposes of establishing a baseline performance, must be provided for the system once the installation is complete. This includes measuring the short circuit currents and open-circuit voltages on all source circuits while measuring irradiance and module temperature. This also includes measuring the instantaneous DC input and AC output of the system to determine its efficiency. The report shall be provided using a form approved in advance by FSEC, and it shall be completed in its entirety. Assistance will be given by FSEC in developing and completing both the form and the report.
- 7.6. A copy of the permit obtained from the appropriate legal authority for system installation must be provided.
- 7.7. The Design-Builder will provide, and included in the Price Proposal, a minimum one-year full system warranty to include all parts and labor, for ALL 5 systems. (This warranty shall be exclusive of the five-year service warranty option per Additive #2 on Price Proposal Form.)
- 7.8. Array structural design information sealed by a professional engineer must be submitted.
- 7.9. The processing of paperwork for the technical information, required by the Florida Energy Office (and other agencies) for the Owner to receive the available rebates, is required.

## **8. Renovations for Education Center**

- 8.1. The education center renovations shall occur in the designated semi-finished room in the South Concourse. The room has a high ceiling with functioning air conditioning, fire sprinklers, and suspended lighting.
- 8.2. Design-Builder shall design and construct a wall approximately 65 feet long, 8 feet high, nominal 4 inches thick. It shall be finished drywall on both sides, and shall be structurally supported in accordance with code using ceiling braces if required. This wall will create an unoccupied space behind the new education center. Design-Builder shall furnish & install a double door in the new wall in accordance with code requirements; including a crash bar and an exit sign, if required by code.
- 8.3. Design-Builder shall design and construct an approximate 24 x 14 conference room and 10 x 14 office with 8-foot high, 4-inch, two-sided finished drywall walls (no ceiling). The conference room will be located in a "corner" of the existing room, and utilize two existing walls. The two new walls shall be attached to an existing 24 x 24 inch concrete column in a manner such that the column remains entirely, or almost entirely, outside the room. The office shall share the new 14-foot wall and only require the construction of two new walls. Design-Builder shall furnish and install one 36" fire-rated door for each room.

- 8.4. All door hardware for items 8.2 and 8.3 above shall include BEST locksets and blank keys that are compatible with the OCCC master key system.
- 8.5. Design-Builder shall re-design and rewire the existing suspended lighting circuitry and provide code-required emergency lighting on both sides of the new dividing wall, and install a new wall switch to isolate this area's lighting from the education center.
- 8.6. Design-Builder shall furnish and install new suspended lighting for the conference room and the office. Mounting height for the new light fixtures shall be 7.5 feet above the floor. The new light fixtures shall be similar to existing, light levels shall be in accordance with code, and wall switches shall be mounted near the entry doors to these rooms.
- 8.7. Design-Builder shall furnish and install electrical outlets on walls in accordance with code requirements, but not less than 6 duplex outlets in the conference room, 4 duplexes in the office, 2 duplexes outside the office (reception area), and 2 four-plexes on each of the 4 columns in the open space of the education center. Exposed conduits may be allowed on the columns and on existing walls, if allowed by code, and if the locations and design are approved in advance by OCCC.
- 8.8. Design-Builder shall furnish and install two communication outlets in the conference room, two in the office, and four in the open education area. Conduits (1/2 inch) shall be installed from each outlet up to the exposed ceiling joists, and then run horizontally at joist level, terminating on the far side of a fire wall located roughly 35 feet west of the southwest corner of the education center (3/4 inch conduit shall be used from the point where multiple lines merge, and shall continue through the fire wall). Phone and PC data lines shall be installed by others. The DAS data line shall be installed by the Design-Builder.
- 8.9. Design-Builder shall paint all new walls (both sides), doors, and exposed conduits to match existing walls; and shall touch-up existing walls, as required.
- 8.10. Design-Builder shall furnish and install nylon, closed-loop, 36 x 36 inch, carpet tiles (Milliken New Vistas, or approved equal) throughout the education center, which is roughly 3,000 square feet in size. Style and color shall be submitted to OCCC for selection and approval, prior to installation.
- 8.11. Design-Builder shall field-measure all dimensions, as required, in order to properly design and construct the education center described above.
- 8.12. Design-Builder shall provide all services and meet all specifications contained in Part D, Scope of Work; as well as in all contract documents.

**END OF DESIGN CRITERIA PACKAGE**

**REQUIRED FORMS AND TECHNICAL PROPOSAL**  
**Y8-813-J2      STEP TWO**  
**DESIGN-BUILD SERVICES FOR ORANGE COUNTY CONVENTION CENTER**  
**SOLAR PHOTOVOLTAIC DEMONSTRATION CENTER**  
**DUE 2:00 P.M. – May 29, 2008**

**PROPOSER INFORMATION:**

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

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

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

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

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

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

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

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

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

**NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER.  
 CURRENT W-9 MUST BE SUBMITTED WITH PROPOSAL.**

**IDENTIFICATION OF BUSINESS ORGANIZATION:**

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

Sole Proprietorship    Partnership    Joint Venture    Corporation

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

The Proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Proposer will be duly bound:

Name	Title	Phone Number

**ADDENDUM ACKNOWLEDGEMENT:**

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

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

TECHNICAL PROPOSAL  
EVALUATION CRITERIA  
SECTION TABS

**TAB 1** - PROJECT UNDERSTANDING, APPROACH AND PRELIMINARY DESIGN

**TAB 2** - PROJECT SCHEDULE

**TAB 3** - QUALITY CONTROL (DESIGN AND CONSTRUCTION)

**TAB 4** - COORDINATION

**TAB 5** - M/WBE PARTICIPATION

ISSUED: April 18, 2008

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**RFP NO. Y8-813-J2, STEP TWO  
OFFICIAL PRICE PROPOSAL FORM  
FOR DESIGN/BUILD SERVICES FOR ORANGE COUNTY CONVENTION CENTER  
SOLAR PHOTOVOLTAIC DEMONSTRATION CENTER**

\*\*\*\*\*

Mail or Hand Deliver

**ORIGINAL PRICE PROPOSAL FORM AND THREE COMPLETE COPIES**

**by 2:00 PM – May 29, 2008**

**To:**

**BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA  
PURCHASING AND CONTRACTS DIVISION  
ORANGE COUNTY INTERNAL OPERATIONS CENTRE, II  
400 EAST SOUTH STREET  
ORLANDO, FLORIDA 32801**

Price Proposal Opening: 2:00 PM, on June 12, 2008.

**PROCUREMENT COMMITTEE MEETING  
JUNE 17, 2008  
THE MEETING IS SCHEDULED TO COMMENCE AT 9:30 A.M.**

**ORANGE COUNTY INTERNAL OPERATIONS CENTRE, II  
2<sup>nd</sup> Floor Conference Room  
400 East South Street  
Orlando, Florida 32801**

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

COMPLETE MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_, COUNTY: \_\_\_\_\_, STATE: \_\_\_\_\_, ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ & FAX NUMBER: \_\_\_\_\_

CONTACT PERSON NAME: \_\_\_\_\_

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

\*\*\*\*\*

**FORM B**

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**Board of County Commissioners  
Orange County, Florida**

The Undersigned, hereinafter called "Proposer", having visited the site of the proposed project and familiarized himself/herself with the local conditions, nature and extent of the work, and having examined carefully the Contract Form, Scope of Work, General Conditions, Supplementary Conditions, Design Criteria Package and other Contract Documents, and with the Bond requirements herein, proposes to furnish all design, management, labor, materials, equipment and other items, facilities and services for the proper execution and completion of **DESIGN/BUILD SERVICES FOR ORANGE COUNTY CONVENTION CENTER SOLAR PHOTOVOLTAIC DEMONSTRATION CENTER**, in full accordance with the Design Criteria, Scope of Services, drawings and specifications prepared in accordance with Contract Documents and, if awarded the contract, to complete the said work within the proposed project schedule for the following Total Lump Sum Proposal Price.

**I. Lump Sum Proposal Amount for a one-megawatt PV array (at STC):**

\$ \_\_\_\_\_ DOLLARS

( \_\_\_\_\_ DOLLARS)

(In Words)

**II. Lump Sum Proposal Amount for all four (4) experimental PV systems:**

\$ \_\_\_\_\_ DOLLARS

( \_\_\_\_\_ DOLLARS)

(In Words)

**III. Lump Sum Proposal Amount for the Education Center renovations:**

\$ \_\_\_\_\_ DOLLARS

( \_\_\_\_\_ DOLLARS)

(In Words)

**TOTAL LUMP SUM PROPOSAL PRICE (Total of Items I, II and III):**

\$ \_\_\_\_\_ DOLLARS

( \_\_\_\_\_ DOLLARS)

(In Words)

**ADDITIVE/DEDUCTIVE ITEMS**

Proposers shall provide prices for the below items but these additive/deductive items shall not be included in the evaluation of Price Proposals.

**Additive/Deductive #1:**

As discussed in the Design Criteria document, a unit price “deductive” amount may be used to decrease the size of the large rooftop one-megawatt system array in increments of 10 kWp, if the total Proposal amounts exceed the project budget. Similarly, if the total Proposal amounts are less than the budget, then an “additive” unit price may be used to incrementally expand the size of the array. (It is not intended that that this unit price will be used for major changes to the size of the array.)

**001. Unit Price Additive/Deductive Proposal Amount for each 10 kWp (at STC) “block” that could potentially be added/deducted from the large rooftop one-megawatt system array:**

\$ \_\_\_\_\_ DOLLARS per 10 kWp

( \_\_\_\_\_ DOLLARS per 10 kWp)  
(In Words)

**Additive #2:**

**002. Optional Five-Year Extended Service Contract (covering ALL five PV systems, and based on a single fixed annual price for each of the five years):**

\$ \_\_\_\_\_ DOLLARS per year

( \_\_\_\_\_ DOLLARS per year)  
(In Words)

In the event the Contract is awarded to this Proposer, he/she will enter into a formal written agreement with the County in accordance with the accepted Price Proposal within ten (10) calendar days after said contract is submitted to him and will furnish to the County a Contract Performance Bond & Payment Bond with good and sufficient sureties, satisfactory to the County, in the amount of 100% of the accepted or negotiated price proposal, including design and management services. The Proposer further agrees that in the event of the Proposer's default or breach of any of the agreements of this Proposal, the Proposal Security shall be forfeited as liquidated damages.

**The Proposer hereby agrees that there is attached:**

- |     |  |                 |
|-----|--|-----------------|
| 1.  | Non-Collusion Affidavit, Attachment A  | Yes ___         |
| 2.  | Required Disclosure, Attachment B  | Yes ___         |
| 3.  | M/WBE Employment Data, Attachment C-1  | Yes ___         |
| 4.  | Subcontractor/Supplier Page, Attachment C-2  | Yes ___         |
| 5.  | Letter of Intent Form, Attachment C-3  | Yes ___         |
| 6.  | Team Composition, Attachment C-4   | Yes ___         |
| 7.  | Trench Safety Act Form, Attachment D   | Yes ___ N/A ___ |
| 8.  | Proposal Bond or Cashiers Check, Exhibit 1<br>(10% of Base Price Proposal)                 | Yes ___         |
| 9.  | Ten (10) Complete <u>copies</u> of this Price Proposal<br>Form with <u>all</u> attachments | Yes ___         |
| 10. | Licenses Attached  | Yes___          |
| 11. | W-9  |                 |

**ADDENDUM ACKNOWLEDGEMENT:**

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

Addendum No. \_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_ Dated \_\_\_\_\_

If awarded this Design/Build Contract, the Proposer agrees to complete the Work covered by this Contract as follows:

Work shall start at the Project site within fourteen (14) days of the effective date of the Notice to Proceed.

Substantial and Final Completion shall be accomplished in accordance with the submitted Project Schedule.

Should the Successful Proposer fail to complete work as specified, the liquidated damage clause will apply (**Step One RFQ, Part E, Contract**).

The Proposer hereby agrees that the County reserves the right to waive informalities in any price proposal and to reject any or all Price Proposals, or to accept any Price Proposal that in its judgment will be in the best interest of the County.

**FLORIDA CONSTRUCTION INDUSTRIES LICENSING BOARD  
CERTIFICATION:**

\_\_\_\_\_  
(NAME OF HOLDER) (CERTIFICATE NO.)

\_\_\_\_\_  
(SIGNATURE OF PROPOSER)  
(CERTIFICATE EXPIRATION DATE)\_\_\_\_\_

\_\_\_\_\_  
(NAME TYPED)

**AUTHORIZED SIGNATORIES/NEGOTIATORS**

The Proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Proposer will be duly bound:

Name\_\_\_\_\_ Title\_\_\_\_\_

Telephone Number with area code : \_\_\_\_\_

Name\_\_\_\_\_ Title\_\_\_\_\_

Telephone Number with area code : \_\_\_\_\_

**In witness whereof, the Proposer has hereunto set his signature and affixed his seal this day of \_\_\_\_\_, A.D. 20 \_\_\_\_.**

**BY:** \_\_\_\_\_  
(Signature)

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

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

**FEDERAL I.D. #:** \_\_\_\_\_

## NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Orange County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action which it may take with respect to this Proposal.
  
2. The undersigned is authorized to make this Affidavit on behalf of, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Name of Corporation, Partnership, Individual, etc.), a \_\_\_\_\_, formed under the laws of \_\_\_\_\_ for which he is \_\_\_\_\_ (Sole Owner, partner, president, etc.)
  
3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Orange County, Florida is directly interested therein.
  
4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly indirectly with any Proposer or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other Proposer; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

\_\_\_\_\_  
(AFFIANT)

**TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME** this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
(SEAL)

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

Type of Identification: \_\_\_\_\_

**REQUIRED DISCLOSURE**

The following Disclosure is of all material facts pertaining to any felony or civil conviction or any pending felony or civil charges in the last three (3) years in this State or any other State of the United States against 1) Proposer, 2) any business entity related to or affiliated with Proposer, or 3) any present or former executive employee, officer, director, stockholder, partner or owner of Proposer or of any such related or affiliated entity. This Disclosure shall not apply to any person or entity that is only a stockholder, which person or entity owns twenty percent (20) or less of the outstanding shares of a Proposer whose stock is publicly owned and traded.

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**PROPOSER**

RFP Number & Title: \_\_\_\_\_

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

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

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

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

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

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

Form Completed by \_\_\_\_\_ Name/Title (Printed or Typed) \_\_\_\_\_ Signature \_\_\_\_\_

Form Approved by \_\_\_\_\_ Name/Title (Printed or Typed) \_\_\_\_\_ Signature \_\_\_\_\_

**DESIGN-BUILDER/SUBCONTRACTOR/SUPPLIER INFORMATION**

List **all** proposed Subcontractors **and suppliers** to be used--Orange County certified M/WBE's **and** non-M/WBE's. Provide company names; contacts, addresses, phone numbers; trade/service/commodity to be provided (specify if subcontractor or supplier); work to be performed with the Design-Builder's own workforce, including estimated dollar amount allocated for that work (work that is consistently and historically performed in-house); total amount to be paid to this sub/supplier (do not discount supply dollars); and M/WBE designation or if non-M/WBE (Majority). See Instructions to Proposers, Part C, for complete M/WBE requirements. Provide **all** information requested. Use additional sheets if necessary.

1. What is the estimated percent of work that the Design-Builder will self-perform? \_\_\_\_\_%  
List these areas below with approximate dollar amounts to be allocated for the work.

2. Is all work (whether to be subbed or self-performed) listed below? Yes \_\_\_\_\_ No \_\_\_\_\_  
Are all material suppliers listed? Yes \_\_\_\_\_ No \_\_\_\_\_  
If no, please explain. \_\_\_\_\_

3. Is your firm certified through Orange County as an M/WBE? Yes \_\_\_\_\_ No \_\_\_\_\_  
(See Part C for specific requirements for certified M/WBE firms)

	<b><u>COMPANY NAME, CONTACT ADDRESS, PHONE NUMBER</u></b>	<b>WORK TO BE PERFORMED</b>	<b><u>DOLLAR AMOUNT</u></b>	<b>O.C. CERTIFIED</b>
		<b><u>(TRADE) OR COMMODITY TO BE SUPPLIED</u></b>		<b><u>M/WBE or Non-M/WBE</u></b>
1	_____	<b><u>Sub/Supplier/In-house (Circle One)</u></b>	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
2	_____	<b><u>Sub/Supplier/In-house (Circle One)</u></b>	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
3	_____	<b><u>Sub/Supplier/In-house (Circle One)</u></b>	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
4	_____	<b><u>Sub/Supplier/In-house (Circle One)</u></b>	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____

**Signature of Proposer**  
\_\_\_\_\_

**Title**  
\_\_\_\_\_

**DESIGN-BUILDER/SUBCONTRACTOR/SUPPLIER INFORMATION**

5		<u>Sub/Supplier/In-house (Circle One)</u>		
6		<u>Sub/Supplier/In-house (Circle One)</u>		
7		<u>Sub/Supplier/In-house (Circle One)</u>		
8		<u>Sub/Supplier/In-house (Circle One)</u>		
9		<u>Sub/Supplier/In-house (Circle One)</u>		
10		<u>Sub/Supplier/In-house (Circle One)</u>		
11		<u>Sub/Supplier/In-house (Circle One)</u>		
12		<u>Sub/Supplier/In-house (Circle One)</u>		
13		<u>Sub/Supplier/In-house (Circle One)</u>		

Signature of Proposer

Title

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

**\*INSTRUCTIONS\*** Proposers shall place the following on their letterhead, executed by their authorized agent. Signed Letters of Intent must be submitted with the proposal for each M/WBE Subconsultants listed by the Proposer on Attachments C-2, Subcontractor/Supplier Listing, and C-4, Project Team.

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

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M/WBE Subcontractor/Subconsultant

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Specific Scope(s) of Work

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Sub-Contract Percentage/Amount

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

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

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Authorized Agent of Design-Builder

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Date

---

Printed Name & Title

---

Authorized Agent of M/WBE Sub-consultant

---

Date

---

Printed Name & Title

---

M/WBE Address

---

Phone Number

---

Fax Number

**PROJECT TEAM**

RFP Project Number Y8-813-J2  
TEAM

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

Federal I.D. Number _____ Is Prime Consultant a certified M/WBE Firm Yes _____ No _____				
<u>PRIME</u> Role	Name and City of Residence of Individual Assigned to the Project	Number of Years Experience	Education, Degree(s)	Florida Active Registration Numbers
Principle-in-Charge				
Project Manager				
Project Engineer				
Project Construction Manager				
Other Key Member ( )				
Other Key Member ( )				
<u>SUB-CONSULTANT</u> Role	Company Name and Address of Office Handling this Project	If Certified M/WBE specify which	Projected % of Overall work on the entire project	Name of Individual Assigned to the Project
Architecture				
Mechanical Engineering				
Electrical Engineering				
Structural Engineering				
Civil Engineering				
Landscape Architecture				
Other Key Member ( )				

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

**COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT (90-96, LAWS OF FLORIDA)**

Design Builder hereby acknowledges that all costs for complying with the Florida Trench Safety Act are included in the various items of the Total Estimated Base Bid or Lump Sum Bid. For informational purposes only, the Design Builder is required to further identify these costs in the summary below.

<b>TRENCH SAFETY MEASURE (DESCRIPTION)</b>	<b>UNIT OF MEASURE (LF, SY)</b>	<b>UNIT (QUANTITY)</b>	<b>UNIT COST</b>	<b>EXTENDED COST</b>
A) _____	_____	_____	\$_____	\$_____
B) _____	_____	_____	\$_____	\$_____
C) _____	_____	_____	\$_____	\$_____
D) _____	_____	_____	\$_____	\$_____
			<b>TOTAL</b>	\$_____

**SIGNED:** \_\_\_\_\_

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

**THIS IS NOT A PAY ITEM:** The purpose of this form is to gather information on the costs associated with trench safety measures and to insure that the Bidder has considered these costs and included them in the Total Estimated Base Bid or Lump Sum Bid. Contractor will not receive additional payment if actual quantities differ from those estimated or if the Contractor uses a safety measure different than those listed.

**PROPOSAL BOND**

**BOND NUMBER** \_\_\_\_\_

STATE OF FLORIDA)  
SS  
COUNTY OF ORANGE)

**KNOW ALL MEN BY THESE PRESENTS**, that we, \_\_\_\_\_, as Principal,  
and \_\_\_\_\_, as SURETY, are held firmly bound unto  
Orange County, Florida, in the penal sum of: \$ \_\_\_\_\_  
\_\_\_\_\_ Dollars (Ten percent {10% } of base price proposal if no amount entered)  
(Total Sum Written in Words)

lawful money of the United States, for the payment of which sum well and truly to be made, we bound ourselves, our  
heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that whereas the Principal has submitted the attached  
Price Proposal, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, for a Contract entitled: **RFP Y8-813-J2, DESIGN-  
BUILD SERVICES FOR ORANGE COUNTY CONVENTION CENTER SOLAR PHOTOVOLTAIC  
DEMONSTRATION CENTER.**

**NOW THEREFORE**, if the Principal shall withdraw said Price Proposal prior to the date of opening the same, or  
shall within ten (10) days after the prescribed forms are presented to him for signature, enter in a written Contract  
with Orange County, Florida, in accordance with the Price Proposal as accepted, and give a Performance Bond and a  
Payment Bond with good and sufficient SURETY or sureties as may be required, for the faithful performance and  
proper fulfillment of such Contract and for prompt payment of all persons furnishing labor or materials in connection  
therewith, or in the event of the failure to enter into such Contract and give such Bonds within the time specified, if  
the Principal shall pay the County the difference between the amount specified in said Price Proposal and the amount  
for which the County may procure the required work and/or supplies, provided the latter amount to be in excess of the  
former, then the above obligations shall be void and of no effect; otherwise to remain in full force and virtue.

**IN WITNESS WHEREOF**, the above written parties have executed this instrument under their several seals this the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the name and corporate seal of each corporate party being affixed and these  
presents duly signed by its undersigned, pursuant to authority of its governing body.

**DESIGN-BUILDER-PRINCIPAL:**

**SURETY:**

\_\_\_\_\_  
**NAME OF BUSINESS ENTITY**

\_\_\_\_\_  
**NAME OF SURETY**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**SIGNATURE: SURETY AGENT**

(SEAL)

(SEAL)

\_\_\_\_\_  
**TYPE NAME AND TITLE**

\_\_\_\_\_  
**TYPE NAME AND TITLE**

\_\_\_\_\_  
**BUSINESS ADDRESS**

\_\_\_\_\_  
**BUSINESS ADDRESS**

\_\_\_\_\_  
**TELEPHONE**

\_\_\_\_\_  
**TELEPHONE**

Licensed Florida Insurance Agent? [ ] Yes

[ ] No

License Number: \_\_\_\_\_

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_) SS

CITY OF \_\_\_\_\_)

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared:

\_\_\_\_\_

to me well known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for

\_\_\_\_\_

as SURETY, and that he has been authorized by said SURETY to execute the foregoing Proposal Bond on behalf of the Principal (DESIGN-BUILDER) named therein in favor of the OWNER.

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Notary Public

\_\_\_\_\_

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

Type of Identification: \_\_\_\_\_