Issue Date: July 21, 2015

REQUEST FOR PROPOSALS

FOR

INTERNET PROTOCOL FIRE STATION ALERTING SYSTEM

RFP #Y15-1069-ZM

The Orange County Board of County Commissioners, Orange County, Florida, invites interested parties to submit proposals **no later than 2:00 PM, Tuesday, August 25, 2015**, for providing an Internet Protocol Fire Station Alerting System to the Board of County Commissioners.

Sealed proposals will be accepted at and copies of the Request for Proposals may be obtained from: Orange County Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Copies may be requested by phoning (407) 836-5635. Solicitations are also available for downloading from the Internet at: http://apps.ocfl.net/orangebids/bidopen.asp.

Johnny Richardson, CPPO, CFCM Manager, Procurement Division

Mandatory Pre-Proposal Conferences will be held on Monday, August 10, 2015 and Tuesday, August 11, 2015, commencing at 8:00am at Fire Rescue Headquarters. Interested proposers are required to attend both days. Proposers who fail to attend the mandatory pre-proposal conferences will be ineligible to compete for the award of a contract under this solicitation.

NOTICE TO PROPOSERS

To ensure that your proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Zulay Millan, Senior Purchasing Agent, at (407) 836-5640 whose email address is Zulay.Millan@ocfl.net. You may contact Zulay.Millan@ocfl.net. You may contact Zulay.Millan@ocfl.net. You may contact Zulay.Millan@ocfl.net. You may contact Zulay.Millan@ocfl.net.

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REQUEST FOR PROPOSALS

FOR

INTERNET PROTOCOL FIRE STATION ALERTING SYSTEM

RFP #Y15-1069-ZM

PURPOSE

The Orange County Board of County Commissioners, Orange County, Florida, is soliciting for labor, equipment, materials and installation of a turnkey, advanced, state-of-the-art, Internet protocol (IP) Fire Station Alerting System (FSAS).

INSTRUCTIONS TO PROPOSERS

Firms or companies desiring to provide services, as described in the Scope of Services, shall submit sealed proposals, one (1) original, eight (8) copies and one (1) electronic copy on CD or USB drive not later than **2:00 PM local time Tuesday, August 25**, **2015 to** the Orange County Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, Florida 32801, (407) 836-5635.

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

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

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

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

TERMS AND CONDITIONS

1. <u>ACCEPTANCE/REJECTION/CANCELLATION</u>

The County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment best serves the interest of the County, or to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority. Orange County reserves the right, and the Manager of Procurement Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

2. **CLARIFICATION**

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

3. WITHDRAWAL OF PROPOSAL

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days from the Phase 3 proposal submittal deadline, to provide to the County the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.

4. SEALED PROPOSALS

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

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

5. PROPOSAL PREPARATION

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

6. INSURANCE

The Proposer receiving the award, **prior to execution of the contract**, will obtain or possess the following insurance coverage, and will provide Certificates of Insurance to the County to verify such coverage.

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

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

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

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

Required Coverage:

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

Required Endorsements:

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

owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

Waiver of Subrogation- WC 00 03 13 or its equivalent

Optional Coverage:

Professional Liability- with a limit of not less than \$1,000,000 per occurrence/claim

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

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

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

The certificate holder shall read:

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

7. DRAFT CONTRACT

The contract that the County intends to use for award is enclosed for reference. Any exceptions to this standard contract shall be clearly indicated by return of the standard contract with the written proposal (Phase 1), with exceptions clearly noted. The County has the right to require the selected respondent to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its sole discretion.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties. Any applicable software licensing agreements, end-user licensing agreements third-party licensing agreements, service level agreement, legal notices etc. supplementing the draft contract shall be submitted with the written proposal (Phase 1).

8. ACCOUNTING SYSTEM

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

9. SHORTLISTS, PROTESTS and LOBBYING

The recommended award will be posted for review by interested parties at the Procurement Division and at:

<u>http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp</u> prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

 Orange County Lobbyist Regulations General Information http://www.ocfl.net/Portals/0/Resources/Internet/govern/Lobbying/docs/200814.pdf A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the Contractor. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

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

Orange County Protest Procedures http://www.orangecountyfl.net/Portals/0/Resources/Internet/DEPART MENTS/County_Admin/docs/CodeCH17-313.pdf

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

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

10. PUBLIC ENTITY CRIME

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

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

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

11. AVAILABILITY OF FUNDS

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

12. TOBACCO FREE CAMPUS

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

13. SCHEDULE OF SUBCONTRACTING

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

14. **EQUAL OPPORTUNITY**

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

Further, the Contractor shall abide by the following provisions:

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

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

15. QUESTIONS REGARDING THIS RFP

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

Any proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.

All questions or concerns regarding this Request for Proposals and the attached Draft Contract must be submitted in writing, by email to Zulay.Millan@ocfl.net no later than 5:00 PM Friday, August 14, 2015 to the attention of Zulay Millan, Procurement Division, referencing the RFP number. When required the Procurement Division will issue an addendum to the Request for Proposals. The addendum will be available on the Internet for access by potential proposers. Proposers are instructed not to contact the initiating division directly. No oral interpretation of this Request for Proposals shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Procurement Division Manager. You may contact Zulay Millan at any time during this process, including during the Black Out Period.

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

16. <u>DEBRIEFING OF PROPOSERS</u>

Not later than thirty (30) days after Board approval of a selection or shortlist, a proposer may submit a written request to the applicable contract administrator or purchasing agent for a debriefing on the evaluation of their proposal. The contract administrator/purchasing agent will schedule a meeting with the Proposer for the debriefing. However, at the Proposer's request, the debriefing may be conducted via telephone conference or the proposer may request a copy of the digital recording of the selection on CD for a \$30.00 fee per CD. The debriefing shall include the following minimum information:

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

Untimely debriefing requests will also be considered.

17. REFERENCE CHECKS

The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced contract. Contact persons must have been informed that they are being used as a reference and that the County may be calling them. More than one person can be listed but all must have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project.

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

18. CONFIDENTIAL INFORMATION

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

PROPOSAL FORMAT

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

Proposers must respond in the format delineated below and tabbed as applicable:

- 1. Submit one (1) original, eight (8) copies and one (1) electronic copy on CD or USB drive for document management purposes. Electronic copy shall be in Microsoft Word or Adobe the most recent software version.
- 2. All responses and copies are to be submitted on $8 \frac{1}{2} \times 11$ inch paper, bound individually with a type size no less than 10 point.
- 3. Hard copy proposals and copies shall be clearly organized <u>with a labeled</u> <u>divider for each section and sub-section</u>, presented in the specific order.
- 4. The Proposer shall limit explanations to one (1) page or less per question. **Do not attach manuals or other documentation in lieu of written explanations**. Explanation response pages shall indicate section number, subsection number and question number. Each section and subsection shall start on a new page. Explanation response pages shall follow the question response forms for each section in the proposal response binder.
- If your response contains any information deemed confidential, in accordance with Chapter 119 of the Florida Statutes, provide an additional CD or USB drive with a redacted version of your response labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

EVALUATION CRITERIA

1. OVERALL EVALUATION

Proposals will be evaluated in a three-phase approach. Phase 1 will focus on the written proposals addressing proposer information, functionality, design and compliance requirements. The Phase 2 evaluation will require on-site Proposer presentations and system demonstrations with on-site fact-finding. Phase 3 will evaluate the fee proposal, location, M/WBE participation, welfare participation and SDV participation.

TOTAL	100	
Phase 3 (Fee Proposal, Location & M/WBE)		<u>35</u>
Phase 2 (Demonstration/Presentation)	20	
Phase 1 (Written Proposal)	45	
Selection Criteria Weight per Phase		

Welfare Transition and Dislocated Workers Hires
Registered SDV SubContractor Hires
Registered SDV Prime proposers

5 Bonus Points
5 Bonus Points
5 Bonus Points

Cost will only be evaluated for proposals that received satisfactory scores on the previous phases. The County reserves the right to request additional information to facilitate the selection.

2. PHASE 1, WRITTEN PROPOSAL – EVALUATION DETAIL

Proposals will be evaluated in this Phase based on the written proposal. The proposal will evaluate the qualifications of the technical team, technical System features and project management methodology. The evaluation score for Phase 1 will be calculated based on the weighted criteria in the table below. Only those proposers whose responses are scored 135 or above and meets the all of the County's prerequisite requirements shall be qualified for Phase 2.

Prerequisite Requirements

Proposers who fail to comply with the prerequisite submittals shall be deemed non-responsive and will be eliminated from further consideration.

Written Response

The written response portion for the Phase I evaluation, will be calculated based on the following weighted criteria.

SECTION	SELECTION CRITERIA	WEIGHT
1.2	Proposer Qualifications & References	15
1.3	Technical Approach	5
1.4	Functional Approach	25
	TOTAL	45

The formula for calculating an evaluation score is as follows: Each question or requirement will be evaluated using a score of 1 to 5 with 1 being the lowest score and 5 being the highest score. The average weight for all items listed under the selection criteria will be multiplied by the applicable selection criteria weight.

EXAMPLE: If Section 1.3 contains 3 questions, scored 1, 3 and 5 respectively resulting in an average score of 3. The average score of 3 will then be multiplied by the assigned weight of 5 for section 1.3 resulting in a weighted score of 15 (3 X 5).

3. PHASE 2, PRESENTATION / DEMONSTRATION – EVALUATION DETAIL

The specific place and time for the Phase 2 on-site presentation/demonstration will be determined after the preliminary evaluation of the proposals has been completed. Qualified proposers will be notified of their scheduled presentation with specific instructions for Phase 2.

At the onsite proposal presentations/demonstration, proposers will make an oral presentation and provide a demonstration of their proposed solution. The presentation shall provide proposers with an opportunity to explain the functional and technical capabilities of their product. Proposers shall also be prepared to answer detailed questions regarding their response to requirements of the RFP, including required custom modifications, data conversion and interface requirements. All demonstrations must be presented by staff who has detailed knowledge of the technical aspects and design constraints of the product. This presentation will be conducted in Orlando, Florida. The County may record (audio and video) the presentation/demonstration at its discretion.

Only those proposers whose responses for Phases 1 & 2 cumulatively score 195 or above and meets all of the County's requirements as outlined in the RFP shall be selected to continue to Phase 3 of the evaluation process.

Evaluation of the Phase 2 response will be based on the proposer's on-site presentation, demonstration and interview. The evaluation score for Phase 2 will be calculated based on the weighted criteria in the table below.

SECTION	SELECTION CRITERIA	WEIGHT
2.1	Project Presentation	5
2.2	System Demonstration Tasks	10
2.3	Project Team Interview	5
	TOTAL	20

The onsite presentation portion for the Phase 2 will be evaluated similar to Section 1 using a score of 1 to 5 with 1 being the lowest score and 5 being the highest score. The average weight for all items listed under the selection criteria will be multiplied by the applicable selection criteria weight.

EXAMPLE: If Section 2.2 contains 4 requirements, scored 1, 3, 3 and 5 respectively resulting in an average score of 3. The average score of 3 will then be multiplied by the assigned weight of 10 for section 2.2 resulting in a weighted score of 30 (3 X 10).

If a Proposer fails to attend a confirmed on-site demonstration without prior authorization of the County, the Proposer may be determined to be ineligible for further consideration.

Fact Finding

Immediately following the Proposer's presentation the Proposer will have the opportunity for Fact Finding. No portion of fact finding is included in the scored evaluation.

4. PHASE 3 - FEE PROPOSAL, LOCATION, M/WBE, WELFARE & SDV DETAIL

Proposers with a cumulative score of 195 or above for Phases 1 & 2 will be considered to advance to Phase 3. Proposers shall have ten (10) calendar days commencing the first business day after the Phase 2 posting (http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp) to submit Phase 3 proposals.

SECTION	SELECTION CRITERIA	WEIGHT
2.1	Fee Proposal	20
2.2	Location	5
2.3	M/WBE Utilization	10
	TOTAL	35

Welfare Transition and Dislocated Workers Hires Registered SDV SubContractor Hires Registered SDV Prime proposers 5 Bonus Points10 Bonus Points5 Bonus Points

PHASE 1

WRITTEN PROPOSAL INSTRUCTIONS

The purpose of the written proposal is for each proposer to demonstrate their ability to provide a solution that will meet Orange County's technical and functional needs. Each numbered question is scored individually, so all questions must be answered to obtain the highest possible score. Please do not refer to manuals or other documentation in lieu of answering a question unless directly prompted to do so.

1.1 PREREQUISITE REQUIREMENTS

FAILURE TO MEET ALL PREREQUISITE REQUIREMENTS LISTED BELOW WILL DEEM THIS PROPOSAL NON-RESPONSIVE AND RESULT IN WITHDRAWAL FROM FURTHER CONSIDERATION.

1.1.1 Mandatory Pre-Proposal Conference

A mandatory Pre-Proposal Conference will be held on July 27, and July 28 2015. Proposers shall meet at Fire Rescue Headquarters located at 6590 Amory Court, Winter Park, Florida each day at 8:00am. Each proposer is required to attend both days. Each proposer is limited to three (3) participants in the site visits. Transportation will be provided from Fire Rescue Headquarters to each site. The Pre-Proposal Conference will consist of visiting each of the below sampling of fire stations along with the Communications Center and the Disaster Recovery Site (back-up) Communications Center. The station visits are designed to provide an overview of station layouts and current configurations and identify any potential infrastructure challenges in which the proposer may encounter. This will also provide proposers with time to ask questions about the project prior to proposal submission. A lunch break will be provided each day along the route. Proposers will be responsible for purchasing their own lunch.

- Communications Center (1.5 Hours)
- Disaster Recovery Site (1 Hour)
- Station 41 (30 mins)
- Station 54 (30 mins)
- Station 80 (30 mins)
- Station 66 (30 mins)
- Station 29 (30 mins)
- Station 65 (30 mins)
- Station 81 (30 mins)
- Station 35 (30 mins)
- Station 73 (30 mins)
- Station 34 (30 mins)

1.1.2 Information Systems & Services Standards

Included as a preface to your proposal, provide a signed statement **explicitly certifying full Compliance without exception** with the following two (2) Orange County Information Systems and Services

Standards, attached hereto as Exhibits 1 and 2.

- a) Orange County Hosted Technology Standards, (see Exhibit #1)
- b) Orange County Hosted Enterprise Security Standards, (see Exhibit #2)

1.2 PROPOSER QUALIFICATIONS & REFERENCES

1.2.1 Qualifications of Firm

Provide the information requested below in narrative form.

- a) A brief history of company(s) including the number of years in business, core competencies and a summary of all products and services offered.
- b) Provide an organizational chart detailing the firm's organizational structure. Specify total employees in the sales, technical support, research and development and service departments. Indicate the total number of employees and their distribution by function.
- c) List facility addresses of all locations and branches, include the firm's corporate headquarters and the office located closest to Orlando, FL.

1.2.2 Qualifications of Staff

Provide the information requested below in a narrative form.

- a) A brief statement outlining the credentials of project team, including staff and major sub-consultants followed by a comprehensive resume for each team member describing experience, training and education relative to the scope of services herein.
- b) Provide a detailed history of the proposed team working together on past projects.

1.2.3 References

Provide three (3) references, within the past five (5 years) for which you have successfully implemented the proposed solution or a similar variation thereof. References shall be of Fire Rescue Operations consisting of a minimum of 25 stations and shall have implemented the IP alerting system (with redundant back-up) for no less than twelve (12) months for a minimum of ten (10) fire stations. For each reference include the following information:

- a) Client Site/Agency name
- b) Client Project Manager contact information including name, **email address** and phone number.

- c) The project start and go-live date.
- d) A detailed description of the work performed to include:
 - 1) Functionality/Modules utilized
 - 2) Hardware/Architecture Diagram
- e) Total number of Fire/Rescue Department users
- f) Total number of Fire/Rescue Department stations
- g) Average number of annual calls/alerts
- h) A description with supporting details on whether the project deliverables were submitted on schedule and on budget.
- A list of the staff/ sub-contractors involved in the implementation including the type of work and percentage of total effort performed by each.

The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced contract. Contact persons must have been informed that they are being used as a reference and that the County may be calling them. More than one person can be listed, but all must have knowledge of the project. DO NOT list principals or officers, who are unable to answer specific questions regarding projects. Failure of references listed to respond to the County's inquiries may negatively impact the evaluation of the Proposal.

1.3 <u>TECHNICAL APPROACH</u>

1.3.1 Documentation

- a) Provide a system overview of the proposed solution inclusive of a pictorial (illustrative) representation.
- b) Provide a copy of the proposed solution's standard software and hardware installation guide(s).

1.4 FUNCTIONAL APPROACH

1.4.1 Project Management

- a) Provide a brief description of the Proposer's strategy to deliver the services pursuant to the Scope of Services provided herein.
- b) Provide a work plan with a timeline and milestones consistent with the schedule of deliverables in the Scope of Services provided herein.
- c) Confirm the Proposer's agreement to meet the minimum requirements of this Request for Proposals.

1.4.2 Methodology

Provide a written description of the Proposer's approach to the following items:

- 1) Attach samples of all standard/canned system reports, clearly labeled as to topic, and identify how all reports are run: on demand, as scheduled, monthly, quarterly, annually, etc.
- 2) Detail text—to-speech options and capabilities for sending voice alerts to fire stations and units in the field.
- Detail the system's capability to allow staff the ability to quickly correct phonetic mispronunciations. Outline the process.
- 4) Detail the proposed solutions options and capabilities for sending a pre-announcement to a fire station that alerts personnel of the pending unit assignment and call type.
- 5) Describe the proposed solution's automated voice feature. Detail how the solution converts incident details in the CAD system from text to speech, then, relays the voice communication to speakers inside the fire station.
- 6) Detail the proposed solutions options and capabilities for simultaneously delivering pre-alerts to smart phones or tablets using the Android operating system.
- 7) Detail the proposed solutions options and capabilities for simultaneously delivering pre-alerts to smart phones or tablets using other operating systems such as Apple, Windows, etc...
- 8) Detail the proposed solutions options and capabilities for establishing the format of the audible dispatch, the order shall be: Unit(s), Call Type, Address, Cross Streets, Unit(s), Channel Assignment.
- 9) Describe the visual and/or audio signals made by the Turnout Timer, also called a Countdown Clock, when an alarm occurs at a fire station.
- In case of IP failure, the backup system will use UHF to notify fire stations. In case of an electrical failure, the system will use UHF radio towers to communicate with stations. Describe the proposed system's capabilities in terms of back-ups; confirm that switchover to UPS backup power is instantaneous, automatic, and without loss of data or communication.
- 11) Detail the proposed system's ability to notify stations via UHF, when IP network connectivity becomes unavailable.
- 12) Fire stations having a 42" flat panel screen must be able to receive

an aerial photograph of the incident location during the pre-alert phase, detail how the proposed solution meets this requirement. Additionally, detail how the proposed system automatically pinpoints the location of an incident of an aerial map during the pre-alert phase using the CAD information provided.

- Orange County uses the Tiburon Command CAD System Version 2.9. The Proposer shall confirm the ability of the proposed solution to integrate with the Tiburon Command CAD System Version 2.9. Detail how this is accomplished.
- 14) Detail the quality assurance features provided in the proposed solution.
- 15) Detail how service levels of the system are monitored and reported.
- 16) Detail how escalation procedures work.
- 17) Provide minimum and maximum dimension requirements for all equipment.
- 18) Provide and describe an "all-in-one" service and maintenance plan, i.e., who will provide the service and maintenance and what is covered under the plan.
- 19) Provide a description of equipment installation requirements, i.e., wall mount or rack mount.
- 20) Describe the system in terms of expansion capabilities.

PHASE 2

ON-SITE EVALUATION INSTRUCTIONS

The purpose of the on-site evaluation is to verify the information provided in the written response. The on-site evaluation will be conducted in three parts; project presentation, System demonstration, and project team interview. This on-site evaluation will be conducted in Orlando, Florida. Following the on-site evaluation each proposer will have the opportunity to perform fact-finding for the information they require to develop detailed costs.

2.1 ON-SITE PRESENTATION

Each proposer will provide a thirty (30) minute uninterrupted presentation. The presentation will provide proposers with an opportunity to explain the functional and technical capabilities of their implementation services. Proposers shall also be prepared to provide an overview regarding their response to the County's functional requirements identified in the RFP. All demonstrations and/or explanations shall be presented by technical and business analyst staff that are familiar with the technical aspects and design constraints of the product.

2.2 ON-SITE LIVE SYSTEM DEMONSTRATION

Immediately following the presentation, the proposing team shall conduct a live demonstration of the proposed System. The demonstration shall not exceed four (4) hours. The demonstration will include a step by step demonstration on how the system will be used to accomplish the complete the task scenarios listed below. Evaluators will be encouraged to ask questions throughout the course of the demonstration.

The Proposer's Fire Station Alerting System demonstration/simulation shall be presented using only the information, data and scenarios specified below.

Example 1 | Call Type: EMDD

Type Description: Medical - Delta

Address: 306 W 1St St

Cross Streets: btwn W Orange Blossom Tr and W Station St

Units: E28 R28

Darea Channel Assignment: F07

Transmits from CAD as: E28 R28,EMDD, 306 W 1st St btwn W

Orange Blossom Tr and W Station St, F07

Announced as: Engine Twenty-eight, Rescue Twenty-eight, Medical, Three Zero Six West First Street between West Orange Blossom Trail and West Station Street, Engine Twenty-eight, Rescue Twenty-eight, Select Fire Seven

Example 2	Call Type: EMDB Type Description: Medical - Bravo
	Address: 1418 29Th St Cross Streets: btwn S Nashville Av and S Rio Grande Av
	Units: M4 Darea Channel Assignment: F05
	Transmits from CAD as : M4, EMDB, 1418 29th St btwn S Nashville Av and S Rio Grande Av, F05
	Announced as : Medic Four, Medical, Fourteen Eighteen Twentyninth Street between South Nashville Avenue and South Rio Grande Ave, Medic Four, Select Fire Five
Example 3	Call Type: HAZ2 Type Description: Haz Mat Lvl 2
	Address: 7602 Dr Phillips Blvd Cross Streets: btwn Somerset Shores Ct and Hinson St
	Units: E31 R31 SQ1 Darea Channel Assignment: F05
	Transmits from CAD as : E31 R31 SQ1, HAZ2, 7602 Dr Phillips Blvd btwn Someret Shores Ct and Hinson St, F05
	Announced as: Engine Thirty-one, Rescue Thirty-one, Squad One, Hazardous Materials, Seventy-six Zero Two Doctor Phillips Boulevard between Somerset Shores Court and Hinson Street, Engine thirty-one, Rescue thirty-one, Squad one, Select Fire Three

Example 4	Call Type: AFA Type Description: Fire Alarm
	Address: 907 N Econlockhatchee Tr Cross Streets: btwn Valencia Gardens Dr and Millinockett Ln
	Units: E81 Darea Channel Assignment: F03
	Transmits from CAD as : E81, AFA, 907 N Econlockhatchee Tr btwn Valencia Gardens Dr and Millinockett Ln, F03
	Announced as: Engine eighty-one, Automatic Fire Alarm, nine zero seven North Econlockhatchee Trail between Valencia Gardens Drive and Millinockett Lane, Engine eighty-one, Select Fire three
Example 5	Call Type: TRUCKF Type Description: Truck Fire
	Address: 4855 Fiorazante Av Cross Streets: btwn Cesare St and Millenia Landings
	Units: E51 TR51 Darea Channel Assignment: F05
	Transmits from CAD as : E51 TR51, TRUCKF, 4855 Fiorazante Av btwn Cesare St and Millenia Landings, F05
	Announced as: Engine fifty-one, Truck fifty-one, Truck Fire, Forty-eight Fifty-five Fiorazante Avenue, between Cesare Street and Millenia Landings, Engine fifty-one, Truck fifty-one, Select Fire Five

Example 6	Call Type: EMDE Type Description: Medical - Echo
	Address: 119 W G H Washington St Cross Streets: btwn Marvin C Zanders Av and S Washington Av
	Units: E28 R43 Darea Channel Assignment: F07
	Transmits from CAD as : E28 R43, EMDE, 119 W G H Washington St btwn marvin C Zanders Av and S Washington Av, F07
	Announced as: Engine twenty-eight, Rescue forty-three, Medical, One Nineteen W G H Washington Street between Marvin C Zanders Avenue and south Washington Avenue, Engine twenty-eight, Rescue forty-three, Select FireSeven
Example 7	Call Type: EMDD Type Description: Medical - Delta
	Address: 2560 JMT Industrial Dr Cross Streets: btwn END and Overland Rd
	Units: E40 R40 Darea Channel Assignment: F07
	Transmits from CAD as : E40 R40, EMDD, 2560 JMT Industrial Dr btwn END and Overland Rd, F07
	Announced as: Engine forty, Rescue forty, Medical, Twenty-five Sixty, J M T Industrial Drive between the dead end and Overland Road, Engine forty, Rescue forty, Select Fire Seven

Example 8	Call Type: AA Type Description: Veh Acc
	Address: 2711 Jurgensen Dr
	Cross Streets: btwn END and Forest City Rd
	Units: Q41 R41 Darea Channel Assignment: F07
	Transmits from CAD as : Q41 R41 AA, 2711 Jurgensen Dr btwn END and Forest City Rd, F07
	Announced as: Quint forty-one, Rescue forty-one, Auto Accident, Twenty-seven Eleven Jurgensen Drive between the dead end and Forest City Road, Quint forty-one, Rescue forty-one, Select Fire Seven
Example 9	Call Type: WIRES Type Description: Wires Down
	Address: 5093 La Croix Av Cross Streets: btwn Belleville Av and Hoffner Av
	Units: E72 Darea Channel Assignment: F03
	Transmits from CAD as : E72, WIRES, 5093 La Croix Av btwn Belleville Av and Hoffner Av, F03
	Announced as: Engine seventy-two, Wires Down, Fifty Ninety-three La Croix Avenue between Belleville Avenue and Hoffner Avenue, Engine seventy-two, Select Fire Three
Example 10	Call Type: BR2 Type Description: Brush Fire Lvl 2
	Address: 1429 La Mojadita Ct Cross Streets: btwn END and Benito Juarez Dr
	Units: E20 W20 Darea Channel Assignment: F07
	Transmits from CAD as : E20 W20 BR2, 1429 La Mojadita Ct btwn END and Benito Juarez Dr, F07
	Announced as: Engine twenty, Woods twenty, Brush Fire, Fourteen Twenty-nine La Mojadita Court between the dead end and Benito Juarez Drive, Engine tweny, Woods twenty, Select Fire Seven

Example 11	Call Type: ILLBURN Type Description: Illegal Burn
	Address: 23225 Llewellyn Rd Cross Streets: btwn N West Christmas Rd and N Fort Christmas Rd
	Units: E84 Darea Channel Assignment: F03
	Transmits from CAD as : E84, ILLBURN, 23225 Llwellyn Rd btwn N West Christmas Rd and N Fort Christmas Rd, F03
	Announced as: Engine eighty-four, Illegal Burn, Twenty-three thousand, two hundred twenty-five Llewellyn Road between North West Christmas Road and North Fort Christmas Road, Engine eighty-four, Select Fire Three
Example 12	Call Type: TRANSF Type Description: Transformer Fire
	Address: 7467 Mai Tai Cir Cross Streets: btwn Mai Tai Dr and End
	Units: E71 Darea Channel Assignment: F03
	Transmits from CAD as : E71, TRANSF, 7467 Mai Tai Dr and END, F03
	Announced as: Engine seventy-one, Transformer Fire, Seventy-four Sixty-seven Mai Tai Circle between Mai Tai Drive and the dead end, Engine seveny-one, Select Fire three
Example 13	Call Type: ANIMALRES Type Description: Animal Rescue
	Address: 1538 Maravilloso Loop Cross Streets: btwn END and Windermeredown PI
	Units: E33 Darea Channel Assignment: F05
	Transmits from CAD as : E33, ANIMALRES, 1538 Maravilloso Loop btwn END and Windermeredown PI, F05
	Announced as: Engine thirty-three, Animale Rescue, Fifteen Thrity-eight Maravilloso Loop between the dead end and Windermere Down Place, Engine Thirty-three, Select Fire five

Example 14	Call Type: CARF
LAGITIPIE 14	Type Description: Car Fire
	Type Description: car i no
	Address: 1637 Marvin C Zanders Av
	Cross Streets: btwn 20Th St and W Cleveland St
	Units: E27
	Darea Channel Assignment: F07
	Transmits from CAD as : E27, CARF, 1637 Marvin C Zanders Av btwn 20th St and W Cleveland St, F07
	Announced as : Engine twenty-seven, Car Fire, Sixteen Thirty-seven Marvin C Zanders Avenue between Twentieth Street and West Cleveland Street, Engine twenty-seven, Select Fire Seven
Example 15	Call Type: EMDC
	Type Description: Medical - Charlie
	Address: 518 Maudehelen St
	Cross Streets: btwn Beardsley Dr and Scrub Jay Rd
	Units: E20 R29
	Darea Channel Assignment: F07
	Darca Ghanner Assignment. 1 07
	Transmits from CAD as : E20 R29, EMDC, 518 maudehelen St btwn Beardsley Dr and Scrub Jay Rd, F07
	Announced as: Engine twenty, Rescue twenty-nine, Medical, Five Eighteen Maudehelen Street bewteen Beardsley Drive and Scrub Jay Road, Engine twenty, Rescue twenty-nine, Select Fire Seven
Example 16	Call Type: AFA
ZXXIII PIO TO	Type Description: Fire Alarm
	Address: 9113 Mr Lincoln Ct
	Cross Streets: btwn END and Red Dandy St
	H-14- F05 F00
	Units: E25 E26
	Darea Channel Assignment: F11
	Transmits from CAD as : E25 E26, AFA, 9113 Mr Lincoln Ct btwn END and Red Dandy St, F11
	Announced as: Engine twenty-five, Engine twenty-six, Fire Alarm,
	Ninety-one Thirteen Mister Lincoln Court between the dead end
	and Red Dandy Street, Engine twenty-five, Engine twenty-six,
	Select Fire Eleven

Evample 17	Call Type: AMA
Example 17	Call Type: AMA Type Description: Auto Med Alarm
	Address: 1253 Mt McKinley Ct Cross Streets: btwn Spring Ridge Blvd and END
	Units: E29 R29 Darea Channel Assignment: F07
	Transmits from CAD as : E29 R29, AMA, 1253 mt McKinley Ct btwn Spring Ridge Blvd and END, F07
	Announced as: Engine twenty-nine, Rescue twenty-nine, Automatic Medical Alarm, Twelve Fifty-three Mount McKinley Court between Spring Ridge Boulevard and the Dead end, Engine twenty-nine, Rescue twenty-nine, SelectFire seven
Example 18	Call Type: AA Type Description: Veh Acc
	Address: 13115 Narcoossee Rd Cross Streets: btwn Tyson Rd and Tavistock Lakes Blvd
	Units: E77 R76 Darea Channel Assignment: F03
	Transmits from CAD as : E77 R76, AA, 13115 Narcoossee Rd btwn Tyson Rd and Tavistock Lakes Blvd, F03
	Announced as: Engine seventy-seven, Rescue seventy-six, Auto Accident, Thirteen thousand one hundred fifteen Narcoossee Road between Tyson Road and Tavistock Lakes Boulevard, Engine seventy-seven, Rescue seventy-six, Select Fire three
Example 19	Call Type: TREEF Type Description: Tree Fire
	Address: 1081 Port Hueneme Av Cross Streets: btwn Davisville St and Ben Moreel St
	Units: E50 Darea Channel Assignment: F05
	Transmits from CAD as : E50, TREEF, 1081 Port Hueneme Av btwn Davisville St and Ben Moreel St, F05
	Announced as: Engine fifty, Tree Fire, Ten Eighty-one Port Hueneme Avenue between Davisville Street and Ben Moreel Street, Engine fifty, Select Fire Five

Example 20 Call Type: EMDB Type Description: Medical - Bravo Address: 1623 Rendezvous Dr. Cross Streets: btwn Relaxation Loop and Retreat Av Units: TR83 M2 **Darea Channel Assignment**: F03 Transmits from CAD as: TR83 M2, EMDB, 1623 Rendezvous Dr btwn Relaxation Loop and Retreat Av, F03 **Announced as:** Truck eighty-three, Medic two, Medical, Sixteen Twenty-three Rendezvous Drive between Relaxation Loop and Retreat Avenue, Truck eighty-three, Medic two, Select Fire three Example 21 Call Type: EMDD Type Description: Medical - Delta Address: 14089 Rensselaer Rd Cross Streets: btwn Colorado Av and St Leo Ct **Units**: E80 R80 **Darea Channel Assignment**: F03 Transmits from CAD as: E80 R80, EMDD, 14089 Rensselaer Rd btwn Colrado Av and St Leo Ct, F03 **Announced as:** Engine eighty, Rescue eighty, Medical, Fourteen thousand Eighty-nine Rensselaer Road between Colorado Avenue and Saint Leo Court, Engine eighty, Rescue eighty, Select Fire three Example 22 Call Type: AA Type Description: Veh Acc Address: 2575 St Ignatius Ct Cross Streets: btwn END and St Stephens Ct Units: E34 M8 **Darea Channel Assignment**: F07 Transmits from CAD as: E34 M8, AA, 2575 St Ignatius Ct btwn END and St Stephens Ct, F07 **Announced as:** Engine thirty-four, Medic eight, Auto Accident, Twenty-five Seventy-five Saint Ignatius Court between the dead end and Saint Stephens Court, Engine thrity-four, medic eight, Select Fire seven

Example 23 Call Type: HAZ3

Type Description: Haz Mat Lvl 3

Address: 3462 T C U Blvd

Cross Streets: btwn Calcutta Av and Cambay Av

Units: E63 E81 R63 SQ4 B5

Darea Channel Assignment: F04

Transmits from CAD as: E63 E81 R63 SQ4, HAZ3, 3462 T C U

Blvd btwn Calcutta Av and Cambay Av, F04

Announced as: Engine sixty-three, Engine eighty-one, Rescue sixty-three, Squad four, Battalion five, Hazardous Materials, Thirty-four Sixty-two T C U Boulevard between Calcutta Avenue and Cambay Avenue, Engine sixty-three, Engine eighty-one, Rescue sixty-three, Squad four, Battalion five, Select Fire four

Example 24

Call Type: EMDA

Type Description: Medical - Alpha

Address: 1036 N West Crown Point Rd

Cross Streets: btwn Macy Du Ln and E Fullers Cross Rd

Units: E23 R24

Darea Channel Assignment: F11

Transmits from CAD as: E23 R24, EMDA, 1036 N West Crown

Point Rd btwn Macy Du Ln and E Fullers Cross Rd, F11

Announced as: Engine twenty-three, Rescue twenty-four, Medical, Ten Thirty-six North West Crown Point Road between Macy Du Lane and East Fullers Cross Road, Engine twenty-three,

Rescue twenty-four, Select Fire Eleven

Example 25 | Call Type: HOUSE

Type Description: House Fire

Address: 155 S West St

Cross Streets: btwn Lime St and Ruffel St

Units: E45 Q47 Q41 R47 WPTR61 WPEMS61 B45

Darea Channel Assignment: F08

Transmits from CAD as: E45 Q47 Q41 R47 WPTR61 WPEMS61 B45, HOUSE, 155 S West St btwn Lime St and Ruffel St, F08

Announced as: Engine forty-five, Quint forty-seven, Quint forty-one, Rescue forty-seven, Winter Park Truck sixty-one, Winter Park E M S Sixty-one, Battalion forty-five, House Fire, One Fifty-five South West Streetbetween Lime Street and Ruffel Street, Engine forty-five, Qunit forty-seven, Quint forty-one, Rescue forty-seven, Winter Park Truck sixty-one, Winter Park E M S Sixty-one, Battalion forty-five, Select Fire Eight

Proposer shall have all sample dispatch street name data, scenario details and any applicable software customization setup in their system prior to the demonstration.

- Task 1) Demonstrate text—to-speech capabilities for sending voice alerts to fire stations and units in the field.
- Task 2) Demonstrate the ability to quickly correct phonetic mispronunciations in a fast-paced environment.
- Task 3) Simulate sending a pre-announcement to a fire station that alerts personnel of the pending unit assignment and call type.
- Task 4) Demonstrate automated voice feature that converts incident details in the CAD system from text to speech, then relays the voice communication to speakers inside the fire station using the data provided in the 25 addresses and scenarios.
- Task 5) Demonstrate that the system can simultaneously deliver pre-alerts to smart phones or tablets using the Android operating system.
- Task 6) Demonstrate that the system can simultaneously deliver pre-alerts to smart phones or tablets using other operating systems such as Apple, Windows, etc...
- Task 7) Demonstrate the format of the audible dispatch, the order shall be: Unit(s), Call Type, Address, Cross Streets, Unit(s), Channel Assignment.

- Task 8) Simulate the visual and/or audio signals made by the Turnout Timer, also called a Countdown Clock, when an alarm occurs at a fire station.
- Task 9) In case of IP failure, the backup system will use UHF to notify fire stations. In case of an electrical failure, the system will use UHF radio towers to communicate with stations. Demonstrate that switchover to UPS backup power is instantaneous, automatic, and without loss of data or communication.
- Task 10) Demonstrate the ability to notify stations via UHF, when IP network connectivity becomes unavailable.
- Task 11) Fire stations having a 42" flat panel screen must be able to receive an aerial photograph of the incident location during the pre-alert phase. The proposer shall demonstrate the system automatically pinpointing the location of an incident of an aerial map during the pre-alert phase using the CAD information provided.
- Task 12) Orange County uses the Tiburon Command CAD System Version 2.9. The Proposer shall demonstrate the ability of its solution to integrate with the Tiburon Command CAD System Version 2.9 through a simulation.
- Task 13) Demonstrate quality assurance features are provided in this solution.
- Task 14) Demonstrate how service levels of the system are monitored and reported.
- Task 15) Demonstrate how escalation procedures work.

2.3 PROJECT TEAM INTERVIEW

Immediately following demonstration the on-site evaluation will close with an interview of the on-site team. The project team interview will not exceed two (2) hour(s). Interview questions will be based on the information previously provided and will cover the following topics:

- 1) Project team members, roles, responsibilities, and qualifications
- 2) The project management approach
- 3) The project implementation approach
- 4) Clarifying questions about the system functionality
- 5) On-going support

2.4 FACT FINDING

Immediately following the Proposer's presentation the Proposer will have the opportunity for Fact Finding. No portion of fact finding is included in the scored evaluation; the purpose of this session is to provide the proposer an opportunity to view Orange County's existing systems, processes and procedures, and gather all the necessary information, details and clarifications that will assist the proposer in the preparation and finalization of their price proposal.

During fact finding Orange County will conduct a tour of the Fire Rescue Department upon request. Based on the proposer's own request and agenda, County staff will be available as needed for each proposer in order to answer questions and provide clarifications concerning Orange County requirements.

To this end, the proposer shall submit an agenda for fact finding at least two (2) weeks prior to the desired date. Fact Finding will be limited to a maximum of eight (8) hours.

PHASE 3

INSTRUCTIONS

FEE PROPOSAL, M/WBE AND LOCATION

DO NOT SUBMIT THIS SECTION WITH YOUR INITIAL RFP RESPONSE

The purpose of Phase 3 is to obtain detailed costing information and complete all documentation requirements. Only those Proposers whose responses for Phase 1 & 2 cumulatively score 195 shall advance to Phase 3. Proposers shall have ten (10) calendar days, commencing the first business day after the Phase 2 posting (http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp), to submit Phase 3 proposals.

3.1 FEE PROPOSAL

Included with each section below the proposer shall submit a draft Implementation/Project Plan detailing the tasks and associated prices in an itemized format. If the proposer determines that additional service items are required they must add them.

All costs for services shall indicate hourly rates. All costs or hourly rates proposed herein shall be inclusive of all travel and living expenses for the entire lifetime of the contract. Failure to do so may result in rejection of the proposal.

3.1.1 Infrastructure

Provide the detailed initial hardware cost, inclusive of all labor and consumable materials required for installation for the proposed system to arrive at a total fixed cost for each location.

ORANGE COUNTY FIRE RESCUE DEPARTMENT

Communications Center

Disaster Recovery Site

Fire Stations 20

Fire Stations 27

Fire Stations 28

Fire Stations 29

Fire Stations 30

Fire Stations 31

Fire Stations 32

Fire Stations 33

Fire Stations 34

Fire Stations 35

Fire Stations 36

Fire Stations 37

Fire Stations 40

Fire Stations 41

Fire Stations 42

Fire Stations 43

Fire Stations 50

Fire Stations 51

Fire Stations 52

Fire Stations 53

Fire Stations 54

Fire Stations 55

Fire Stations 56

Fire Stations 57

Fire Stations 58

Fire Stations 63

Fire Stations 65

Fire Stations 66

Fire Stations 70

Fire Stations 71

Fire Stations 72

Fire Stations 73

Fire Stations 76

Fire Stations 77

Fire Stations 80

Fire Stations 81

Fire Stations 82

Fire Stations 83

Fire Stations 84

Fire Stations 85

Fire Stations 86

CITY OF MAITLAND FIRE DEPARTMENT

Fire Stations 45

Fire Stations 47

CITY OF OCOEE FIRE DEPARTMENT

Fire Stations 25

Fire Stations 26

Fire Stations 38

Fire Stations 39

CITY OF WINTER GARDEN FIRE DEPARTMENT

Fire Stations 22

Fire Stations 23

Fire Stations 24

3.1.2 Software Licensing

Provide the detailed Initial licensing cost for the software application you are proposing to use to arrive at a total fixed cost. The software shall be hosted by the County. Detail if this is a term license or a perpetual license.

3.1.3 Finalize Requirements

Provide a detailed description of all tasks necessary to finalize Orange County's requirements with associated fees. For each task listed, provide an hourly rate, number of hours required and a fixed total cost. If not applicable, please mark as such.

3.1.4 Implementation

Provide a detailed description of all tasks necessary to make your software application work properly and meet Orange County's functional requirements. Include itemized costs to the county such as third-party software, any necessary hardware, and labor to arrive at a total fixed cost.

3.1.5 Interface Development

Provide a detailed description of the tasks necessary to develop all interfaces required in the scope of services. Include cost per hour and estimated hours to accomplish this task to arrive at a total fixed cost.

3.1.6 Reports/Queries

Provide a detailed individual description of all tasks necessary for each Reporting and Query requirement as detailed in this document. Include cost per hour and estimated hours to accomplish each report and query to arrive at a total fixed cost.

3.1.7 Training

Provide a detailed description of all tasks necessary for training of all Orange County's staff. Include cost per hour and estimated hours to accomplish this task to arrive at a total fixed cost.

3.1.8 Post Production Support

Provide a detailed individual description of all tasks necessary for the Post Production Support as detailed in this document. Include cost per hour and estimated hours to accomplish this task to arrive at a total fixed cost.

3.1.9 Other Costs

Provide a detailed individual description of any tasks or associated work not included in the previous categories necessary for this project. Describe in detail each task or associated work item including the cost per hour and estimated hours to accomplish each item to arrive at a total fixed cost.

3.1.10 Post Final System Acceptance Software Costs for Years 1-5

3.1.10.1 Year 1 System Maintenance Costs

Provide a detailed description, <u>Itemized by site</u>, of the anticipated annual support and system maintenance costs for the system post Final System Acceptance to arrive at a total fixed cost.

3.1.10.2 Year 2 Annual Licensing and System Maintenance Costs

Provide a detailed description, <u>itemized by site</u>, of the anticipated annual licensing, support and system maintenance costs for the system post year 1 to arrive at a total fixed cost, inclusive of an extended warranty on all hardware and software.

3.1.10.3 Year 3 Annual Licensing and System Maintenance Costs

Provide a detailed description, <u>itemized by site</u>, of the anticipated annual licensing, support and system maintenance costs for the system post year 2 to arrive at a total fixed cost, inclusive of an extended warranty on all hardware and software.

3.1.10.4 Year 4 Annual Licensing and System Maintenance Costs

Provide a detailed description, <u>itemized by site</u>, of the anticipated annual licensing, support and system maintenance costs for the system post year 3 to arrive at a total fixed cost, inclusive of an extended warranty on all hardware and software.

3.1.10.5 Year 5 Annual Licensing and System Maintenance Costs

Provide a detailed description, <u>itemized by site</u>, of the anticipated annual licensing, support and system maintenance costs for the system post year 4 to arrive at a total fixed cost, inclusive of an extended warranty on all hardware and software.

EXHIBIT B

FEE PROPOSAL SUMMARY

All prices included in this proposal shall be a fixed price. Orange County, at its sole discretion, may elect to add additional requirements or remove requested requirements prior to finalizing costs during contract negotiations. Summarize all costs required to go live with the system as proposed including but not limited to the following:

3.1.1	INFRASTRUCTURE
	(ALL TOTAL 52 SITES)

 Est.	Total
_0	· Otai

ORANGE COUNTY FIRE RESCUE SUMMARY

Site	Location	Address	Fixed Fee
1	OCFRD Communications Center	6590 Amory Court Winter Park, FL 32792	\$
2	Orange County Disaster Recovery Center	4300 S John Young Parkway Orlando, FL 32839	\$
3	Orange County Fire Station 20	3200 Washington Street Zellwood, FL 32798	\$
4	Orange County Fire Station 27	2248 Novella Eliza Lane Apopka, FL 32712	\$

Site	Location	Address	Fixed Fee
5	Orange County Fire Station 28	3250 Clarcona Road, Apopka FL 32703	\$
6	Orange County Fire Station 29	225 E Kelly Park Road Apopka, FL 32712	\$
7	Orange County Fire Station 30	20 S Hastings Street Orlando, FL 32835	\$
8	Orange County Fire Station 31	6116 S Apopka Vineland Road Orlando, FL 32835	\$
9	Orange County Fire Station 32	14932 East Orange Lake Boulevard Kissimmee, FL 34747	\$
10	Orange County Fire Station 33	1700 S Apopka Vineland Road Windermere, FL 32835	\$
11	Orange County Fire Station 34	4000 Winter Garden Vineland Road Winter Garden, FL 34787	\$
12	Orange County Fire Station 35	7435 Winter Garden Vineland Road Windermere, FL 34786	\$
13	Orange County Fire Station 36	12252 Winter Garden Vineland Road Orlando, FL 32836	\$

Site	Location	Address	Fixed Fee
14	Orange County Fire Station 37	540 E Oakland Avenue Oakland, FL 34760	\$
15	Orange County Fire Station 40	5570 Beggs Road Orlando, FL 32810	\$
16	Orange County Fire Station 41	4412 Fairview Avenue Orlando, FL 32804	\$
17	Orange County Fire Station 42	5420 Silver Star Road Orlando, FL 32808	\$
18	Orange County Fire Station 43	2700 N Apopka Vineland Rd Orlando, FL 32818	\$
19	Orange County Fire Station 50	1415 29th Street Orlando, FL 32805	\$
20	Orange County Fire Station 51	1700 W Oak Ridge Road Orlando, FL 32809	\$
21	Orange County Fire Station 52	4765 W Sand Lake Road Orlando, FL 32819	\$
22	Orange County Fire Station 53	1270 LaQuinta Drive Orlando, FL 32809	\$

Site	Location	Address	Fixed Fee
23	Orange County Fire Station 54	6500 Central Florida Parkway Orlando, FL 32821	\$
24	Orange County Fire Station 55	801 Greenway Professional Court, Orlando, FL 32824	\$
25	Orange County Fire Station 56	13303 S International Drive Orlando, FL 32821	\$
26	Orange County Fire Station 57	6014 Destination Parkway Orlando, FL 32819	\$
27	Orange County Fire Station 58	2900 Deerfield Boulevard Orlando, FL 32837	\$
28	Orange County Fire Station 63	2450 N Goldenrod Road Orlando, FL 32807	\$
29	Orange County Fire Station 65	4999 North Orion Boulevard Orlando, FL 32816	\$
30	Orange County Fire Station 66	996 N Semoran Boulevard Orlando, FL 32807	\$
31	Orange County Fire Station 70	1027 E Wallace Street Orlando, FL 32809	\$

Site	Location	<u>Address</u>	Fixed Fee
32	Orange County Fire Station 71	4405 Saint Florian Way Orlando, FL 32822	\$
33	Orange County Fire Station 72	3705 S Conway Road Orlando, FL 32812	\$
34	Orange County Fire Station 73	811 1st Street Orlando, FL 32824 (Taft)	\$
35	Orange County Fire Station 76	11351 Narcoossee Road Orlando, FL 32832	\$
36	Orange County Fire Station 77	11501 Moss Park Road Orlando, FL 32832	\$
37	Orange County Fire Station 80	1841 Bonneville Drive Orlando, FL 32826	\$
38	Orange County Fire Station 81	901 S Econlockhatchee Trail Orlando, FL 32825	\$
39	Orange County Fire Station 82	500 Story Partin Road Orlando, FL 32833	\$
40	Orange County Fire Station 83	11950 Lake Underhill Road Orlando, FL 32825	\$

Site	<u>Location</u>	Address	Fixed Fee	
41	Orange County Fire Station 84	1221 N Fort Christmas Road Christmas, FL 32709	\$	
42	Orange County Fire Station 85	13801 Townsend Drive Orlando, FL 32828	\$	
43	Orange County Fire Station 86	3202 Babbitt Av Orlando, FL 32833	\$	
	ORANGE COUNTY INFRASTRUCTURE \$ \$ \$			

CITY OF MAITLAND FIRE RESCUE SUMMARY (3.1.2)

Site	Location	Address	Fixed Fee
1	City of Maitland	1776 Independence Lane, Maitland,	
	Fire Station 45	FL 32751	
2	City of Maitland	1847 Fennell Street, Maitland, FL	
	Fire Station 47	32751	
CITY OF MAITLAND INFRASTRUCTURE			\$
ESTI	ESTIMATEDTOTAL (2 SITES)		

Site	Location	Address	Fixed Fee
46	City of Ocoee	563 S Bludord Avenue	\$
	Fire Station 25	Ocoee, FL 34761	
47	City of Ocoee Fire Station 26	1500 N Clarke Road Ocoee, FL 34761	\$

Site	Location	Address	Fixed Fee
48	City of Ocoee Fire Station 38	313 West Road Ocoee, FL 34761	\$
49	City of Ocoee Fire Station 39	2500 S Maguire Road Ocoee, FL 34761	\$
	CITY OF OCOEE INFRASTRUCTURE \$\$		

Site	Location	Address	Fixed Fee
1	City of Winter	13521 Foxcrest Boulevard	
	Garden Fire	Winter Garden, FL 34787	
	Station 22		
2	City of Winter	1029 E Fullers Cross Road	
	Garden Fire	Winter Garden, FL 34787	
	Station 23		
3	City of Winter	131 E Palmetto Street	
	Garden Fire	Winter Garden, FL 34787	
	Station 24		
CITY	OF WINTER GAR	\$	
ESTI	ESTIMATEDTOTAL (3 SITES)		

3.1.2	SOFTWARE LICENSING	\$ / FIXED FEE
3.1.3	FINALIZE REQUIREMENTS	\$ / FIXED FEE

	COMPANY NAME	
TOTAL ESTIMATED COST:		\$
3.1.10 POST FINAL SYSTEM ACCEPTANCE (YEARS 1-5)		\$ / FIXED FEE
3.1.9 OTHER COSTS		\$ / FIXED FEE
3.1.8 POST PRODUCTION SUPPORT		\$ / FIXED FEE
3.1.7 TRAINING		\$ / FIXED FEE
3.1.6 REPORTS/QUERIES		\$ / FIXED FEE
3.1.5 INTERFACE DEVELOPMENT		\$ / FIXED FEE
3.1.4 IMPLEMENTATION		\$ / FIXED FEE

3.2 M/WBE PARTICIPATION

- A. Proposers must address how they intend to comply with the Orange County M/WBE Ordinance, No. 94-02 and amended by Ordinance No. 2009-21. The goal of 24% utilization of certified minority/women business enterprise is applicable to this project. The Ordinance also addresses minority/women group employment levels setting goals to encourage each Proposer to maintain 24% minority and women employee workforce levels in specific categories.
- B. All participating M/WBE firms must be **currently certified by Orange County**. The Business Development Division's most recent M/WBE directory is available by e-mail or through the Orange County web site at OrangeCountyfl.net. Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola Counties) are eligible for Orange County certification.

All firms must be Orange County certified at time of submittal of the Proposal and must be certified in the area(s) for which they will be used. If a firm claims to be certified, but is not listed in the Directory the Proposer should obtain a copy of their Orange County Certificate and/or contact the Business Development Division at (407) 836-7317 for verification of certification.

- C. Effective August 1, 2003, the County has implemented a graduation program whereby M/WBE firms designated as graduates can participate in the M/WBE program only on specified projects. A prime consultant may only use a graduate M/WBE to satisfy M/WBE participation in the following:
 - For Professional Services in which estimated the overall contractual fees to be awarded to the prime in excess of \$500,000.
 - Vertical construction projects in which the total prime contractor's estimate in excess of \$10,000,000.
 - Horizontal construction projects in which the total prime contractor's estimate in excess of \$7,000,000.
 - Other construction projects in which the total estimate is in excess \$7,000,000.

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

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

- E. Proposers must submit signed Letter of Intent with their Proposal for all current Orange County certified M/WBE subcontractors identified on the **SCHEDULE OF SUBCONTRACTING M/WBE PARTICIPATION FORM**. These Letters of Intent must indicate the scope of work to be performed by every M/WBE plus the percentage of the contract fees to be contracted to the listed subcontractor.
- F. The awarded prime Contractor's responsibilities and requirements are itemized below:
 - 1. Incorporate a 72-hour prompt payment assurance provision and payment schedule in all contracts between the prime and sub-Contractors.
 - 2. File copies of all executed subcontractor agreement/contracts between the prime and all M/WBE subcontractors on the project to Orange County Business Development Division.
 - 3. The awarded prime Contractor shall furnish written documentation evidencing actual dollars paid to each subcontractor utilized by the prime Contractor on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the prime Contractor prior to the issuance of final payment.
 - 4. The prime Contractor shall submit an updated quarterly MWBE utilization report and the "Employment Data, Schedule of Minorities and Women" report for all professional service contracts. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period.
 - 5. The awarded prime Contractor shall not substitute, replace or terminate any M/WBE firm without prior written authorization of the County, nor shall the prime reduce the scope of work or monetary value of a subcontractor without written authorization of the County. The prime Contractor shall notify the Business Development Division of any additional awards to the M/WBE firm on the prime Contractor's team and the addition of any new M/WBE firm to the prime Contractor's team on that project.
 - 6. The prime Contractor shall expeditiously advise all M/WBE's and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the M/WBE firm on their team.

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

Proposers are expressly prohibited from substituting subcontractors projected to perform five percent (5%) or more of the overall work as stated in the written Proposal.

Such substitution, for any reason, after opening of the Proposal, and prior to award by the County, shall result in disqualification of the Proposal from further consideration for award, except in extraordinary circumstances. Examples of such circumstances are the subcontractors' firm going out of business; death of the owner of the firm; or the inability of the sub-Contractor to perform the work specified. Should such an occurrence arise, it must be substantiated, and the sub-substitution approved, by the County prior to contact execution.

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

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

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

The proposer shall submit the following forms

- 3.2.1 Employment Data, Schedule of Minorities and Women
- 3.2.2 Schedule of Subcontracting M/WBE Participation Form
- 3.2.3 Letter(s) of Intent (Verification of M/WBE Utilization)

3.3 SERVICE DISABLED VETERAN UTILIZATION

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

- A. Registered SDV business enterprise proposers competing as a prime contractor shall receive five (5) points;
- B. Registered SDV proposers with registered SDV business enterprise sub-Contractors on their team shall receive two points for each sub-Contractor up to a maximum of ten (10) points;
- C. Proposers with registered SDV business enterprise sub-Contractors on their team shall receive two points for each registered SDV sub-Contractor up to a maximum of 5 SDV sub-Contractors for a maximum of ten (10) points.

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

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

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

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

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

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

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

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

The proposer shall submit the following forms:

3.3.1 Schedule of Subcontracting – Service Disabled Veteran's Form

3.3.2 Letter(s) of Intent (Verification of Service Disabled Veteran Utilization)

3.4 BONUS POINTS FOR HIRING OF WELFARE TRANSITION AND DISLOCATED WORKERS

Proposers may be awarded a maximum of five (5) bonus points for a commitment to hire welfare transition and dislocated workers residing in the Metropolitan Statistical Area (MSA) as fulltime employees. One point will be awarded for each new fulltime hire up to and including a maximum of five (5) points.

To be eligible for bonus points, Proposers must complete the attached Form WR-Section I, listing the number of welfare recipients to be hired fulltime and submit with their proposal. Bonus points shall only be awarded once for any one individual hired. Individuals hired may be employed in any position within the firm but must be hired on a fulltime basis.

Within five (5) days after the contract award, the Proposer shall contact the Business Development Division (BDD) Liaison at (407) 836-7317 to assist with meeting this requirement.

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

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

The proposer shall submit the following forms:

3.4.1 Welfare Recipients Proposed Hiring Information

3.5 LOCATION

The proposer shall submit the following forms:

3.5.1 Location Form

The attached Location Form specifying proximity to the project site must be filled out and submitted with your proposal in order to receive credit for proximity to worksite. The form shall specify the percentage of work performed by prime and sub-contractors.

3.6 ETHICS COMPLIANCE

The proposer shall submit the following forms:

3.6.1 Conflict/Non-Conflict of Interest Statement & Litigation Statement

The attached Conflict/Non-Conflict of Interest and Litigation Statement (with any applicable attachments) shall be completed and submitted with you proposal.

3.6.2 Orange County Specific Project Expenditure Report

The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in Section 2-351, Orange County Code. This form shall be completed and submitted with any bid, proposal or other response to an Orange County solicitation. The Proposer shall not be awarded a contract unless this form has been completed and submitted.

3.6.3 Relationship Disclosure Form

The purpose of this form is to document any relationships between a bidder, proposer or responder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with your proposal

No contract award will be made unless these forms have been completed and submitted.

Any questions concerning this form shall be addressed to the purchasing agent or contract administrator identified in the applicable solicitation. Also, a listing of the most frequently asked questions concerning these forms is attached to each for your information.

3.7 ADDITIONAL FORMS

The proposer shall submit the following forms:

3.7.1 Authorized Signatories/Negotiators Form

The Authorized Signatories/Negotiators Form is attached and shall be completed and submitted with your proposal.

3.7.2 Emergency Contact

Emergency Contact Form is attached and shall be completed and submitted with your proposal.

3.7.3 Drug Free Workplace

The Drug-Free Workplace Form is attached and shall be completed and submitted with your proposal. Failure to submit this form prior to award of the proposal shall be cause for rejection/disqualification of your proposal. Failure to certify the firm has a drug-free workplace in accordance with Florida Statutes 287.087 shall result in rejection/disqualification of your proposal.

3.7.4 E-Verification Certification

Prior to the employment of any person under this contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the contractor to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the contractor to perform work pursuant to the contract with Orange County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: http://www.uscis.gov/portal/site/uscis.

Only those employees determined eligible to work within the United States shall be employed under the contract.

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

3.7.5 Agent Authorization Form

(If this form is not applicable put your name at the top and mark it "N/A")

3.7.5.1 Leased Employee Affidavit (If this form is not applicable put your name at the top and mark it "N/A")

3.7.5.2 Acknowledgement of Addenda, if applicable

SCOPE OF SERVICES

1. OVERVIEW

The Consultant shall provide each fire station with an alerting system that notifies all on-duty personnel of emergency incident dispatch information in a manner that promotes the fastest turnout times with reduced firefighter stress in accordance with the County's requirements as specified herein.

The layout for each facility is very different, and each will have different requirements with regard to audio, lighting, wiring and functionality needs.

2. ORANGE COUNTY PROFILE

Orange County exercises the rights and privileges conveyed to it by the State of Florida, and the Orange County Charter. It presently operates with an elected chief executive officer, Orange County Mayor, and six elected district commissioners, who together comprise the Board of County Commissioners. The Board sets utility policies, fees, and rates, and approves the budget. The Orange County Mayor is responsible for overseeing the administration of the day-to-day operations of Orange County Government.

3. BACKGROUND

The Orange County Fire Rescue Department has 41 fire stations, station floor plans are provided in Exhibit 3. Each location is staffed 24/7. Each fire station currently receives alert dispatch notification via an IP network. The IP network receives messages from the Tiburon Command CAD System, Version 2.9. Command signals sent to the fire station by dispatch will activate relays/timers, which, in turn, activate/deactivate devices, i.e., station lighting, audio, strobes, chimes, stoves, and apparatus bay exhaust.

A redundant notification system is currently in use for instances of a loss of IP network connectivity. In these instances, tones are sent from the dispatch center via a Zetron alert box (Model 25 Encoder). The Zetron alert box activates the station alerting system of a single or group of fire stations, through a Motorola UHF radio. The tones generate a Motorola "Quick Call 2 Format" with standard base tone remote keying tones (2175 Hz and 1950 Hz). The Motorola Quick Call 2 tones are sent to a Midian Model TRC-1000 Tone Remote Control console, which supplies the base station keying tones via a TeNSr Channel Bank using 4-wire cards.

The proposed solution shall provide a back-up solution via the UHF radio to replace the existing Zetron and Midian control boxes.

4. SYSTEM REQUIREMENTS SPECIFICATION

- A. Orange County Operational Functions
 - The Consultant shall provide an alerting system that functions in a similar manner to the current system described above. The system shall be based on the operational profile of the current system, but with new hardware, updated facility wiring, additional notification and feedback capabilities and integration with the existing CAD system
 - 2. The system shall have the capability to integrate with the Tiburon Command CAD System, Version 2.9. The minimum required data fields for the existing Tiburon Command CAD System are:
 - Call type
 - Call type text description
 - Location (includes city code)
 - Commonplace address (if location has a commonplace name)
 - Location comments
 - Cross streets
 - Dispatch group
 - Geographical area
 - Map page
 - Comments entered at call entry
 - List of all units included in the dispatch
 - 3. The system shall be capable of automatically notifying units in the field as well as in fire station quarters. Units are equipped with portable and mobile radios, a personal computer/Mobile Data Computer, which is running the Tiburon MobileCOM Version 5.2 application with wireless connectivity and smart phones operating on the Android operating system.
 - 4. The system shall be capable of adding other stations or jurisdictions, assuming purchase of their own station hardware and connectivity to the specified fire dispatch center.
 - 5. The system shall allow for multiple specific and distinctive pre-alert tones to be assigned to specific types of responses and stations in addition to the dispatcher's voice.

- 6. The system shall have the ability to integrate with the speakers and telephone systems already installed in the fire stations. The system shall maintain the ability to provide sufficient audio levels to be heard clearly throughout the station and yard area. When a visitor activates a doorbell, an announcement shall be heard throughout the station. The system shall announce and display at which door the visitor is located in the event of multiple doorbells.
- 7. The system shall allow for integration and control of all current interfaces and relays, plus additional sensors that may be deployed as part of this implementation. A list of existing interfaces at each of the 52 facilities involved in this system is included herein.
- 8. The system shall have the ability to interface with a minimum of eight (8) devices (e.g., stove relay switch).
- 9. The system shall provide an emergency switch, which notifies the station crew of an in-station emergency by activating all audio and visual indicators.
- 10. The system shall provide a Stove Shut-off and Stove Reset Switch, so that, during an alert, the stove can be turned off to prevent accidental fire, should the crews rush out on a call and forget to turn the stove off. When the crew returns to the station, the Stove Reset Switch shall allow them to turn the stove back on.
- 11. The system shall allow for the monitoring of radio traffic, both inside and outside, and allow multiple zone notification, e.g., Assistant Chief, Battalion Chief, and Captain bunk rooms. The system shall require the installation of a minimum of thirteen (13) new speakers.
- 12. Audio and light levels shall be controllable by time of day and location and shall allow for the progressive ramping up of levels at set times. Audio and lights shall reset after two minutes (120 seconds) of the time of alarm.
- 13. The system shall have the ability to send a pre-announcement to the fire station that alerts personnel of pending unit assignment and call type.
- 14. The system shall have an automated voice feature that converts incident details from text-to-speech and relays the communication to speakers inside the fire station.
- 15. The system shall have the capacity to provide station alerting to disparate alerting systems simultaneously.
- 16. The system shall have the ability to deliver pre-alerts to smartphones and tablets operating on the Android operating system.

- 17. The system shall have one (1) Interior Turnout Timer and one (1) Exterior Turnout Timer providing visual readouts of the time elapsed since the call was received at the fire station (specific location of those timers, or countdown clocks, shall be determined during the pre-construction meeting at each fire station).
- 18. The system shall provide a minimum 42" Flat Panel Display at each station (specific location shall be determined during the preconstruction meeting at each fire station). Display shall automatically visually pinpoint incident location on an aerial map upon pre-alert.
- 19. The system shall have the ability to transmit alert information from the CAD system to the Mobile Command Unit. It shall be capable of operating on both analog and digital radio systems, as well as the new P25 radio system.
- 20. The system controller shall be capable of handling multiple audio sources, including the existing UHF, network and radio systems.
- 21. The system shall have the ability to notify stations via UHF, when IP network connectivity is unavailable. The proposed solution shall replace the existing Zetron and Midian systems.
- 22. The system shall provide redundancy components to assure that dispatch knows station alerting took place. A notification at the station is required, if the alerting system is using the back-up radio source, rather than the preferred IP network.
- 23. The System shall be compliant with NFPA 1221: Standards for the Installation, Maintenance, and Use of Emergency Services Communications Systems and all applicable local codes, amendments and ordinances.
- 24. All equipment shall be installed in specified rooms in such a manner that it does not inhibit any normal functions. All cabling shall be installed in compliance with *NFPA 70, National Electrical Code*, and all applicable local codes, amendments and ordinances.
- 25. The Proposer shall provide electrical and wiring upgrades at no additional cost as required to meet all criteria.
- 26. The system shall meet specifications required to support high availability alerting, when using backup power. Backup power (UPS) shall be available for all system fire station equipment. The switchover to backup power shall be instantaneous, automatic and without loss of data or communications.
- 27. Upon receiving a specific notification from dispatch, stations shall be wired so that apparatus bay lights and exhaust fans automatically come on and remain on for two minutes, unless a manual reset button is activated.

- 28. The system shall allow for authorized personnel to make changes onsite at stations to modify system timers.
- 29. The system shall provide the ability to monitor and administer the system remotely.
- 30. The system shall provide a System Test Switch, which allows personnel to conduct a full-station test of the alerting system.
- 31. The Proposer shall provide a Data Line Surge Protector that protects the alerting system from data line surges.
- 32. The system shall provide a Radio isolation unit that offers protection to the station alerting equipment from lightning strikes or other unforeseen electrical problems.
- 33. The system shall provide remote diagnostic capabilities.
- 34. Maintenance of the system shall not impact the overall operation and reliability of the system.
- 35. The system shall be of modular design so that additional devices can be controlled at a facility, i.e., additional bay doors, additional companies that may be added to the configuration.
- 36. The system shall be capable of expanding.

B. <u>Municipal Fire Departments Operational Functions</u>

The Proposer shall be able to provide the following minimum requirements for the Municipal Fire Departments:

- The system shall have the capability to integrate with the Tiburon Command CAD System, Version 2.9. The minimum required data fields for the existing Tiburon Command CAD System are:
 - Call type
 - Call type text description
 - Location (includes city code)
 - Commonplace address (if location has a commonplace name)
 - Location comments
 - Cross streets
 - Dispatch group
 - Geographical area
 - Map page
 - Comments entered at call entry
 - List of all units included in the dispatch

- 2. The system shall be capable of automatically notifying units in the field as well as in fire station quarters. Units are equipped with portable and mobile radios, a personal computer/Mobile Data Computer, which is running the Tiburon MobileCOM Version 5.2 application with wireless connectivity and smart phones operating on the Android operating system.
- 3. The system shall be capable of adding other stations or jurisdictions, assuming purchase of their own station hardware and connectivity to the specified fire dispatch center.
- 4. The system shall allow for multiple specific and distinctive pre-alert tones to be assigned to specific types of responses and stations in addition to the dispatcher's voice.
- 5. The system shall have the ability to integrate with the speakers and telephone systems already installed in the fire stations. The system shall maintain the ability to provide sufficient audio levels to be heard clearly throughout the station and yard area. When a visitor activates a doorbell, an announcement shall be heard throughout the station. The system shall announce and display at which door the visitor is located in the event of multiple doorbells.
- 6. The system shall allow for integration and control of all current interfaces and relays, plus additional sensors that may be deployed as part of this implementation
- 7. The system shall have the ability to interface with a minimum of eight (8) devices (e.g., stove relay switch).
- 8. The system shall provide an emergency switch, which notifies the station crew of an in-station emergency by activating all audio and visual indicators.
- 9. The system shall provide a Stove Shut-off and Stove Reset Switch, so that, during an alert, the stove can be turned off to prevent accidental fire should the crews rush out on a call and forget to turn the stove off. When the crew returns to the station, the Stove Reset Switch shall allow them to turn the stove back on.
- 10. The system shall allow for the monitoring of radio traffic, both inside and outside, and allow multiple zone notification, e.g., Chief, Battalion Chief bunk rooms.
- 11. The system shall have the ability to send a pre-announcement to the fire station that alerts personnel of pending unit assignment and call type.
- 12. The system shall have an automated voice feature that converts incident details from text-to-speech and relays the communication to speakers inside the fire station.
- 13. The system shall have the capacity to provide station alerting to disparate alerting systems simultaneously.

- 14. The system shall have the ability to transmit alert information from the CAD system to the Mobile Command Unit. It shall be capable of operating on both analog and digital radio systems, as well as the new P25 radio system.
- 15. The system controller shall be capable of handling multiple audio sources, including the existing UHF, network and radio systems.
- 16. The system shall have the ability to notify stations via UHF, when IP network connectivity is unavailable. The proposed solution shall replace the existing Zetron and Midian systems.
- 17. The system shall provide redundancy components to assure that dispatch knows station alerting took place. A notification at the station is required, if the alerting system is using the back-up radio source rather than the preferred IP network.
- 18. The System shall be compliant with NFPA 1221, Standards for the Installation, Maintenance, and Use of Emergency Services Communications Systems and all applicable local codes, amendments and ordinances.
- 19. All equipment shall be installed in specified rooms in such a manner that it does not inhibit any normal functions. All cabling shall be installed in compliance with NFPA 70, National Electrical Code, and all applicable local codes, amendments and ordinances.
- 20. The Proposer shall provide electrical and wiring upgrades, at no additional cost, as required to meet all criteria.
- 21. The system shall meet specifications required to support high availability alerting, when using backup power. Backup power (UPS) shall be available for all system fire station equipment. The switchover to backup power shall be instantaneous, automatic and without loss of data or communications.
- 22. Upon receiving a specific notification from dispatch, stations shall be wired so that apparatus bay lights and exhaust fans shall automatically come on and remain on for two minutes, unless a manual reset button is activated. Stations are currently configured to allow this functionality.
- 23. The system shall allow for authorized personnel to make changes onsite at stations to modify system timers.
- 24. The system shall provide the ability to monitor and administer the system remotely.
- 25. The system shall provide a System Test Switch, which allows personnel to conduct a full-station test of the alerting system.
- 26. The Proposer shall provide a Data Line Surge Protector that protects the alerting system from data line surges.
- 27. The system shall provide a Radio isolation unit that offers protection to the station alerting equipment from lightning strikes or other unforeseen electrical problems.

- 28. The system shall provide remote diagnostic capabilities.
- 29. If maintenance of the system is required, it shall not impact the overall operation and reliability of the system.
- 30. The system shall be of modular design so that additional devices can be controlled at a facility, i.e., additional bay doors, additional companies that may be added to the configuration.
- 31. The system shall be capable of expanding.
- 32. All products shall be new and delivered in original manufacturer's packaging.

C. <u>License Requirements</u>

Licenses shall be per site.

Anticipated # of Sites	
52	

D. Reporting

- A list of failed attempts to tone out a station (by location) via primary method
 - Daily
 - Weekly
 - Monthly
- 2. A list of failed attempts to tone out a station (by location) via secondary method
 - Daily
 - Weekly
 - Monthly
- 3. A count of tones by location
 - Monthly

E. <u>Interfaces</u>

#	Station	Address	Doorbell	Stove Shutoff	Lights	Bay Exhaust Fan	Silencer
	OCFRD Communications	6590 Amory Court, Winter Park, FL					
1	Center	32792					
2	Orange County Disaster Recovery Center	4300 S John Young Parkway, Orlando, FL 32839					
3	Orange County Fire Station 20	3200 Washington Street, Zellwood, FL 32798	X	Х	Х	Х	
4	Orange County Fire Station 27	2248 Novella Eliza Lane, Apopka, FL 32712	X	Х	Х	X	
5	Orange County Fire Station 28	3250 Clarcona Road, Apopka, FL 32703	Х				
6	Orange County Fire Station 29	225 E Kelly Park Road, Apopka, FL 32712	X				
7	Orange County Fire Station 30	20 S Hastings Street, Orlando, FL 32835	X	Х	Х		
8	Orange County Fire Station 31	6116 S Apopka Vineland Road, Orlando, FL 32835	X		Х		
9	Orange County Fire Station 32	14932 East Orange Lake Boulevard, Kissimmee, FL 34747	X				
10	Orange County Fire Station 33	1700 S Apopka Vineland Road, Windermere, FL 32835	x		Х		
11	Orange County Fire Station 34	4000 Winter Garden Vineland Road, Winter Garden, FL 34787	X				
12	Orange County Fire Station 35	7435 Winter Garden Vineland Road, Windermere, FL 34786	x	х	X	X	

#	Station	Address	Doorbell	Stove Shutoff	Lights	Bay Exhaust Fan	Silencer
		12252 Winter					
		Garden Vineland					
12	Orange County	Road, Orlando,	v		v		
13	Fire Station 36	FL 32836 540 E Oakland	X		X		
	Orange County	Avenue, Oakland,					
14	Fire Station 37	FL 34760	Х		х		
	Orange County	5570 Beggs Road,	7.		73		
15	Fire Station 40	Orlando, FL 32810	X	X	Х		
		4412 Fairview					
	Orange County	Avenue, Orlando,					
16	Fire Station 41	FL 32804	X				
	0	5420 Silver Star					
17	Orange County Fire Station 42	Road, Orlando, FL 32808	Х	Х	Х		
17	File Station 42	2700 N Apopka	^	^	^		
	Orange County	Vineland Rd,					
18	Fire Station 43	Orlando, FL 32818	Х				
	Orange County	1415 29th Street,					
19	Fire Station 50	Orlando, FL 32805	X		X		
		1700 W Oak Ridge					
	Orange County	Road, Orlando, FL					
20	Fire Station 51	32809	X	X	X	X	
	Oranga Cauntu	4765 W Sand Lake					
21	Orange County Fire Station 52	Road, Orlando, FL 32819	х		X		
21	The Station 32	1270 LaQuinta	^		^		
	Orange County	Drive, Orlando, FL					
22	Fire Station 53	32809	X	Х	Х		
		6500 Central					
	Orange County	Florida Parkway,					
23	Fire Station 54	Orlando, FL 32821	Х		Х		
	0	801 Greenway					
24	Orange County	Professional Court,	v	v	_	_	
24	Fire Station 55	Orlando, FL 32824 13303 S	Х	X	X	X	
	Orange County	International Drive,					
25	Fire Station 56	Orlando, FL 32821	Х		Х		
		6014 Destination					
	Orange County	Parkway, Orlando,					
26	Fire Station 57	FL 32819	Χ	X	X		
		2900 Deerfield					
	Orange County	Boulevard,					
27	Fire Station 58	Orlando, FL 32837	X		X		

#	Station	Address	Doorbell	Stove Shutoff	Lights	Bay Exhaust Fan	Silencer
28	Orange County Fire Station 63	2450 N Goldenrod Road, Orlando, FL 32807	X		X		
29	Orange County Fire Station 65	4999 North Orion Boulevard, Orlando, FL 32816	Х		X		
30	Orange County Fire Station 66	996 N Semoran Boulevard, Orlando, FL 32807	Х	Х	Х		
31	Orange County Fire Station 70	1027 E Wallace Street, Orlando, FL 32809	Х		х		
32	Orange County Fire Station 71	4405 Saint Florian Way, Orlando, FL 32822	Х		х		
33	Orange County Fire Station 72	3705 S Conway Road, Orlando, FL 32812	Х		Х		
34	Orange County Fire Station 73	811 1st Street, Orlando, FL 32824 (Taft)	Х	Х	х		
35	Orange County Fire Station 76	11351 Narcoossee Road, Orlando, FL 32832	Х	Х	х		
36	Orange County Fire Station 77	11501 Moss Park Road, Orlando, FL 32832	Х	Х	х	X	
37	Orange County Fire Station 80	1841 Bonneville Drive, Orlando, FL 32826	Х				
38	Orange County Fire Station 81	901 S Econlockhatchee Trail, Orlando, FL 32825	Х	X	x	X	
39	Orange County Fire Station 82	500 Story Partin Road, Orlando, FL 32833	Х				
40	Orange County Fire Station 83	11950 Lake Underhill Road, Orlando, FL 32825	Х				
41	Orange County Fire Station 84	1221 N Fort Christmas Road, Christmas, FL 32709	X	X	X	X	

#	Station	Address	Doorbell	Stove Shutoff	Lights	Bay Exhaust Fan	Silencer
42	Orange County Fire Station 85	13801 Townsend Drive, Orlando, FL 32828	X	X	X	X	
43	Orange County Fire Station 86	3202 Babbitt Av, Orlando, FL 32833	X				
CITY	OF MAITLAND						
44	City of Maitland Fire Station 45	1776 Independence Lane, Maitland, FL 32751 1847 Fennell		Х	Х	X	X
45	City of Maitland Fire Station 47	Street, Maitland, FL 32751					
CITY	OF OCOEE						
46	City of Ocoee Fire Station 25	563 S Bludord Avenue, Ocoee, FL 34761	X				
47	City of Ocoee Fire Station 26	1500 N Clarke Road, Ocoee, FL 34761	X				
48	City of Ocoee Fire Station 38	313 West Road, Ocoee, FL 34761	X				
49	City of Ocoee Fire Station 39	2500 S Maguire Road, Ocoee, FL 34761	X				
CIT	Y OF WINTER GAR						
50	City of Winter Garden Fire Station 22	13521 Foxcrest Boulevard, Winter Garden, FL 34787		X	X		
51	City of Winter Garden Fire Station 23	1029 E Fullers Cross Road, Winter Garden, FL 34787			X		
52	City of Winter Garden Fire Station 24	131 E Palmetto Street, Winter Garden, FL 34787					

5. SCHEDULE OF DELIVERABLES

	<u>Item</u>	Required	Contact Person
A.	Pre-Construction Meetings Completed	Within thirty (30) days of contract award	County Project Manager
B.	Implementation schedule shall be finalized	Within ninety (90) days of contract award	County Project Manager
C.	Hardware Installations	Within twelve (12) months of Implementation Schedule Approval	County Project Manager
D.	Software Implementation	Within twelve (12) months of Implementation Schedule Approval	County Project Manager
E.	Functional Demonstration & Testing	Within twelve (12) months of Implementation Schedule Approval	County Project Manager
F	Final System Delivery / Go Live	Within twelve (12) months of Implementation Schedule Approval	County Project Manager

6. TRAINING REQUIREMENTS

The Consultant shall provide on-site training for administrators. The Consultant shall provide both manuals and online help screens. The items shall be available for the training and remain with the County at the completion of the training.

Anticipated # of	
Administrators	
5	

7. WARRANTY

The Contractor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of 12 Months from date of delivery/acceptance by Orange County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace same at no cost to the County, immediately upon written notice from the County's authorized representative. The Contractor shall be responsible for either repairing the equipment on site or transporting the equipment to their repair facility at no cost to the County. All warranty provisions of the Uniform Commercial Code shall additionally apply.

8. SERVICE, SUPPORT AND MAINTENANCE REQUIREMENTS

Software support shall be effective and billable no sooner than the County's final system acceptance, as defined herein. During the warranty or maintenance period covering software and services, Consultant shall, at a minimum:

- A. Provide technical support services for a minimum 8:00 a.m. to 5:00 p.m., EST, Monday through Friday;
- B. Maintain a toll free contact phone number at which Consultant shall accept emergency calls, as well as e-mail points of contact so that County can report problems with the Software;
- C. Initiate corrective action to resolve all problems within a minimum of the time period set forth herein; all problems include, but are not limited to, material and/or frequent errors or defects as described below;
- D. Initiate a response by telephone to the County within one (1) hour of the time recorded on the initial request for service by County of a Critical Problem;
- E. Initiate a response by telephone or e-mail to the County within four (4) business hours of the time recorded on the initial request for service by County of a Non-Critical Problem;
- F. Correct a Critical Problem within four (4) hours of initial request for service. If correction cannot be made within four (4) hours, Consultant shall, prior to the expiration of the four (4) hour period, submit to the County a satisfactory plan to correct the Critical Problem, at no cost to the County, and correct the Critical Problem to the satisfaction of the County within the time period agreed upon in the plan. If Consultant fails to correct the Critical Problem, County shall have the right, at its option, to give notice of default to Consultant and proceed under all provisions related to termination for default under the contract between the Consultant and the County;
- G. For the duration of the Contract and Maintenance Agreements the Consultant shall provide database tuning, monitoring, patches, diagnosis, backup, recovery, installation of new Releases (version upgrades), annual updates, telephonic support, and updates if required. Consultant works directly with the County on application modifications, diagnosis, recovery, customization, configuration and how-to questions.
- H. To the extent the Consultant has the legal right to do so, the Consultant shall assign or pass through to the County or otherwise make available for the benefit of the County, any manufacturer's or supplier's warranty applicable to any third-party software, hardware or equipment provided by the Consultant under the Scope of Services.

9. ACCEPTANCE CRITERIA

A. Functional Demonstration

The Consultant shall be required to demonstrate the system features to the County for verification of the functional requirements as defined in the Scope of Services. The County's role will be to provide the necessary personnel to support the demonstration and ensure availability of external systems to assist the Consultant. The County will confirm that the Consultant utilizes mutually agreed upon test scenarios and test data in the demonstration. The demonstration shall be considered complete when the Consultant has demonstrated, and the County has confirmed, the functionality of all requirements have been met and the County's Project Manager has accepted the corrective action plan for any outstanding defects or errors.

B. Functional Testing

Upon the County's approval of the Consultant's functional demonstration, the County will be provided sufficient time to conduct additional internal functional testing of the system. The purpose of this internal functional testing is to provide the County with the opportunity to perform additional testing using varying test scenarios and to identify any undiscovered discrepancies with regard to the requirements defined in the Scope of Services. The amount of time provided for the period of internal testing shall be determined after the abovementioned Consultant's functional demonstration and shall be mutually agreed to by both the County and the Consultant. The internal functional testing shall be considered complete after the mutually agreed to amount of time has elapsed and the County's Project Manager has accepted the corrective action plan for any outstanding defects or errors.

C. Production Cut-Over

Upon successful completion of the functional demonstration and the functional testing, the Consultant and the County will mutually determine the date to implement the system in a production environment. This date will be confirmed by obtaining written authorization from the County's Project Manager.

10. SYSTEM ACCEPTANCE

A. 30 Day System Acceptance

The County requires a minimum thirty (30) consecutive calendar day system acceptance period from the date that the system is placed in a production environment as defined above.

B. Availability Levels

During the acceptance period, the system and all associated modules shall demonstrate critical system availability levels of 95% or better for a thirty (30)

consecutive calendar days. The 30-day availability test will begin immediately upon placement of system into a production environment. If the required level of 95% for 30 consecutive days has not been met, the reliability test period will continue until this level of reliability has been demonstrated.

C. System Availability

The system shall be considered unavailable if any defined requirements, inquiries, or standard reports are not functioning. Functional problems that allow the system to remain operational, and do not affect any of these components are not considered downtime. Furthermore, the system shall not be considered unavailable during any manual or automated fail-over process, or if the system is operational in a backup mode or via replacement with system spares, pending the receipt of replacement components and repair of the failed component. Downtime will begin at the time that the designated contact person for the Consultant has been notified of the failure.

D. System Acceptance

Any system unavailability issues shall stop the thirty (30) consecutive calendar day system acceptance period. Upon correction of system unavailability, the thirty (30) consecutive calendar day system acceptance period shall begin again.

Final System Acceptance occurs upon written notification by the County to the Consultant of system availability for a period of thirty (30) consecutive calendar days.

11. **DATA**

A. Data Ownership

The County reserves all rights, title and interest to the Content stored on the Consultant's system and retains the right to retrieve County Content stored on the Consultant's Services system at its sole discretion. Upon request by the County, Consultant shall within sixty (60) days make available to the County a complete and secure (i.e. encrypted and appropriate[ly] authenticated) download file of Customer Data in XML format including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in their native format.

B. Third Party Escrow

Should the Consultant file for bankruptcy, become insolvent or discontinue providing services, the County's access to its data and use of the Consultant's system programs in its day-to-day operations shall not be interrupted or materially affected in any way; Consultant shall provide the County, if applicable, full source code or shall use a third party escrow agent or service (at no additional cost to the County) that shall store and maintain the most current version and copy of Consultant's application software and any other software, implementation instructions, and license keys required to

operationally recover the County's systems should the Consultant default.

12. MILESTONE PAYMENTS

- A. 25% Upon completion of pre-construction meetings and delivery of Implementation Schedule.
- B. 25% Upon hardware installation and software implementation.
- C. 25% Upon functional demonstration, completion of testing & production cut-over.
- D. 25% Upon final system acceptance.
- E. Software License, System Maintenance and Support Year 1, invoiced upon the County's Final System Acceptance for the period commencing upon Final System Acceptance through 12 months.
- F. Software License, System Maintenance and Support Year 2, invoiced 12 months post County's Final System Acceptance.
- G. Software License, System Maintenance and Support Year 3, invoiced 24 months post County's Final System Acceptance.
- H. Software License, System Maintenance and Support Year 4, invoiced 36 months post County's Final System Acceptance.
- I. Software License, System Maintenance and Support Year 5, invoiced 48 months post County's Final System Acceptance.
- J. Software License, System Maintenance and Support beyond year five (5) shall be offered to COUNTY on a year-to-year basis thereafter, except that the annual support price for the preceding year shall not increase by more than the annual increase in the Consumer Price Index published by the Bureau of Labor Statistics or by not more than 4% per year, whichever is lower. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov. In the event that COUNTY accepts an offer for future software licensing, such acceptance shall be issued by Amendment.

	<u> </u>	EMERGENCY CONTACT	
Emergency Conta	ct Person:		
Telephone Numbe	er:	Cell Phone Number	:
Residence Teleph	one Number:	:	
ACKNOWLEDGEN	MENT OF AD	<u>DDENDA</u>	
completing the blo addendum and reto Failure to acknowle negatively impact to are not limited to	ocks below of urning it not ledge an adde the responsive or changes	ge receipt of any addenda issured by completion of the application and time for endum that has a material impactiveness of your proposal. Mater to specifications, scope of subonds, letters of credit, insurance	able information on the receipt of the proposal of the proposal on this solicitation may brial impacts include bus services, delivery time
Addendum No	, Date_	Addendum No	, Date_

Addendum No._____, Date_____ Addendum No._____, Date_____

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

RFP Number & Title: RFP #Y15-1069-ZM, INTERNET PROTOCOL FIRE STATION ALERTING SYSTEM

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. It is mandatory that you provide workforce data. Failure to provide this form with your proposals may be cause for rejection of your proposal.

Asian

MINORITY FEMALES

Black Hispanic

American

Asian

TOTAL

MINORITY MALES

Black Hispanic

American

MAJORITY

White

White

JOB CATEGORIES

002 071120011120	Male	Female	Biaok	· noparno	Indian	American	Bidon	i noparno	Indian	American	101712
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 (Che For Construction Project	eck One): _ ets Only: Do	Orai	nge Count d to hire ne	y Workforce _. ew employee	Tota	I Permanent W ject? Yes	orkforce	(Outside Orai o If yes, hov	nge County) v many approxi	mately?	
Name of Firm:					Period	of Report:			No. of Years in E in Orange Count		
Form Completed By:		1	Name/Title ((Printed or Typ	ped)				(Signat	rure)	
Form Approved By:			Name/Title	Printed or Typ	ped)				(Signat	ure)	

SCHEDULE OF SUB-CONTRACTING - M/WBE PARTICIPATION FORM

RFP Number & Title: RFP #Y15-1069-ZM, INTERNET PROTOCOL FIRE STATION ALERTING SYSTEM

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

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

Name of Subcontractor	Address	Type of Work to be Performed	Percent of Contract Amount to be Subcontracted	M/WBE Designation Or Majority Owner
NOTE: An authorized signature on this form constitutes	a binding commitment of subcontract the percen	atage and type of work lis	ted above.	
Company Name:				
Signature:				
Date:				

SCHEDULE OF SUB-CONTRACTING - SDV PARTICIPATION FORM

RFP Number & Title: RFP #Y15-1069-ZM, INTERNET PROTOCOL FIRE STATION ALERTING SYSTEM

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

Name of Subcontractor	Address	Type of Work to be Performed	Percent of Contract Amount to be Subcontracted
NOTE: An authorized signature on this form above.	constitutes a binding commitment of s	subcontract the percen	tage and type of work listed
Company Name:			
Signature:			
Date:			

LOCATION

Proposers shall complete and submit the information below to clearly identify the location and applicable percentage of the work to be performed at each location listed.

PR	IME CONTRACTOR			PERCENTA WORK AS:	
	Name:				%
1.	Address:	City:	County:		
0	Name:				%
2.			County:		
2	Name:				%
3.	Address:	City:	County:	State/Zip:	
4.	Name:				%
4.	Address:		County:		
SU	BCONTRACTOR / SUBCONTRA	ACTOR			
	Name:				%
1.	Address:	City:	County:	State/Zip:	
	Name:				%
2.	Address:	City:	County:	State/Zip:	
	Name:				%
3.	Address:	City:	County:	State/Zip:	
	Name:				%
4.	Address:	City:	County:	State/Zip:	
			Total Percentage (Must Equal 100%) (Use additional pages if necessary)		%

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK	X ONE
[]	To the best of our knowledge, the undersigned bidder has no potential conflic of interest due to any other clients, contracts, or property interest for this project.
	OR
[]	The undersigned bidder, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, o property interest for this project.
	LITIGATION STATEMENT
CHEC	K ONE
[]	The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/o judgments entered against such entities during the past ten (10) years.
[]	The undersigned bidder, BY ATTACHMENT TO THIS FORM , submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.
	COMPANY NAME
	AUTHORIZED SIGNATURE
	NAME (PRINT OR TYPE)

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

TITLE

AUTHORIZED SIGNATORIES/NEGOTIATORS

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

Name	Title	Те	elephone Number/Email
(Signature)		(D	ate)
(T:11)			
(Title)			
(Name of Busines	s)		
The Proposer shall	complete and sub	omit the following info	rmation with the proposal:
Type of Organizat	ion		
Sole Pr	oprietorship	Partnership	Non-Profit
Joint V	enture	Corporation	
State of Incorporation	on:		
Principal Place of E	Business (Florida S	Statute Chapter 607):	City/County/State
	PAL OFFICE AS	ESS SHALL BE THE	
Federal I D numbe	ar is		

DRUG-FREE WORKPLACE FORM

The u	indersigned Proposer, in accordance with Florida Statute 287.087 hereby certifies does:
_	Name of Business
1.	Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2.	Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3.	Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4.	In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5.	Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6.	Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.
	e person authorized to sign this statement, I certify that this firm complies vith above requirements.
	Proposer's Signature
	 Date
	Date

WELFARE RECIPIENT

PROPOSED HIRING INFORMATION

Section I: To be Submitted with Proposal				
Firm:				
Address:				
Phone Number:				
Email Address:				
Number of Individuals to be Hired:				
Signature of Authorized Representative of Al	oove Firm:			
Printed Name:				
Section II: For CareerSource Central Florida Use Only (To be Completed After Contract Award)				
Verification: I certify that the below individual are welfare recipients				
Individual Complete Name:				
1	2			
3	4			
*5	*6			
CareerSource Central Florida 609 North Powers Drive, Suite 340 Orlando, Florida 32818 (407) 531-1223				
Signature:				
Printed Name:				

LETTER OF INTENT

(VERIFICATION OF M/WBE UTILIZATION)

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

participation to for RFP scorin		a on this letter of intent will supersede
The subcontra	ct will reflect a 72-hour prompt payn	nent clause.
Failure to con responsive.	nplete and submit these forms may	result in finding of the submittals non-
	M/WBE Sub-Cor	tractor
	Specific Scope(s) of W	ork/Services
	Subcontract Percenta	ge/Amount
prior written ap Division. Suc County's M/Minority/Wome No. 98-25 and Under penalty are true. Fal	oproval of Orange County's Project Noth approval shall in no way relieve NBE requirements and goals en Business Enterprise Ordinance, any subsequent amendments. of perjury, I declare that I have rea	tute or change sub-Contractors without Manager and the Business Development we my obligations pursuant to Orange contained in the Orange County No. 94-02, as amended by Ordinance of the foregoing and the facts stated in it all prosecution for a felony of the third a Statutes.
Autho	rized Agent of Prime Contractor	Date
Printe	d Name & Title	
Autho	rized Agent of M/WBE Sub-Contrac	tor Date
Printe	d Name & Title	
M/WB	E Address	
City	State	Zip Code
Phone	e Number	Fax Number

LETTER OF INTENT

(VERIFICATION OF SERVICE-DISABLED VETERAN UTILIZATION)

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

schedul the pro		acting-Service	e-Disabled V	eteran Sub-	-Contrac	tor participat	tion form of
The sub	ocontract will r	eflect a 72-ho	ur prompt pa	yment claus	se.		
Failure respons		and submit the	ese forms m	nay result ir	n finding	of the subn	<u>nittals non-</u>
-		Service-Dis	sabled Veter	an Sub-Cor	ntractor		
-		Specific	Scope(s) of	Work/Serv	ices		
-		Subco	ntract Perce	ntage/Amo	unt		
prior wr Division County' County' subseque Under pare true degree	itten approval Such app Service-Dis Service-Di uent amendm penalty of peri False stat as provided fo	ury, I declare ements may or or in Section 92	unty's Project no way re in Business ran Busines that I have result in crir 2.525(3), Flo	ct Manager lieve my o requireme ss Ordinar ead the for ninal prose	and the abligation ents connace, No egoing a cution fo	Business Despurse pursuant tained in the 2011-11 and the facts or a felony of	evelopment to Orange ne Orange and any stated in it
	Authorized A	gent of Prime	Contractor			Date	
_	Printed Name	e & Title					
_	Authorized A Contractor	gent of Servic	e-Disabled	Veteran Su	b-	Date	
-	Printed Name	e & Title					
_	Service-Disa	oled Veteran A	Address				
-	Citv		State		Ziı	p Code	

Fax Number

Phone Number

E VERIFICATION CERTIFICATION

Contract No. RFP #Y15-1069-ZM, INTERNET PROTOCOL FIRE STATION ALERTING SYSTEM

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

All persons, including subcontractors and their workforce, who will perform work under **Contract No.Y15-1069-ZM, Internet Protocol Fire Station Alerting System**, within the state of Florida.

NAME OF CONTRACTOR:	
ADDRESS OF CONTRACTOR:	
AUTHORIZED SIGNATURE:	
TITLE:	
DATE:	

For Staff Use Only:	
Date Submitted	
Date Updated	
Bid Number #	

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

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

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

Part I

INFORMATION ON PROPOSER:		
Legal Name of Applicant:		
susiness Address (Street/P.O. Box, City and Zip Code):		
susiness Phone: ()		
acsimile: ()		
NFORMATION ON PROPOSER'S AUTHORIZED AGENT, IF APPLICABLE: Agent Authorization Form also required to be attached)		
lame of Applicant's Authorized Agent:		
usiness Address (Street/P.O. Box, City and Zip Code):		
usiness Phone: ()		
acsimile: ()		

OC CE FORM 2P	For Staff Use Only: Date Submitted		
FOR PROCUREMENT-RELATED ITEMS (November 5, 2010) For use after March 1, 2011	Date Updated Bid Number #		
,	Bid Number #		
Part II			
IS THE PROPOSER A RELATIVE OF THE MAYOR (OR ANY MEMBER OF THE BCC?		
YES NO			
IS THE MAYOR OR ANY MEMBER OF THE BCC TH	HE PROPOSER'S EMPLOYEE?		
YES NO			
IS THE PROPOSER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?			
YES NO			
If you responded "YES" to any of the above questions, please state with whom and explain the relationship.			
(Use additional sheets of paper if necessary)			

For Staff Use Only:	
Date Submitted	
Date Updated	
Bid Number #	

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes. Signature of Bidder Date Printed Name and Title of Person completing this form: STATE OF COUNTY OF I certify that the foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath. Witness my hand and official seal in the county and state stated above on the _____, in the year _____. Signature of Notary Public Notary Public for the State of _____ (Notary Seal) My Commission Expires: Staff signature and date of receipt of form

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

FREQUENTLY ASKED QUESTIONS (FAQ) ABOUT THE

RELATIONSHIP DISCLOSURE FORM

Updated 6-28-11

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

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

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

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

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

Form OC CE 2D should be completed and filed by the owner of record, contract purchaser, or authorized agent. Form OC CE 2P should be completed and filed by the bidder, offeror, quoter, or respondent, and, if applicable, their authorized agent. In all cases, the person completing the form must sign the form and warrant that the information provided on the form is true and correct.

WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?

The relationship disclosure form needs to disclose pertinent background information about the applicant and the relationship, if any, between, on the one hand, the applicant and, if applicable, any person involved with the item, and on the other hand, the Mayor or any member of the BCC.

In particular, the applicant needs to disclose whether any of the following relationships exist: (1) the applicant is a business associate of the Mayor or any member of the BCC; (2) any person involved with the approval of the item has a beneficial interest in the outcome of the matter *and* is a business associate of the Mayor or any member of the BCC; (3) the applicant is a relative of the Mayor or any member of the BCC; or (4) the Mayor or any member of the BCC is an employee of the applicant. (See Section 2-454, Orange County Code.)

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Applicant means, for purposes of a development-related project, the owner, and, if applicable, the contract purchaser or owner's authorized agent. Applicant means, for purposes of a procurement item, the bidder, offeror, quoter, respondent, and, if applicable, the authorized agent of the bidder, offeror, quoter, or respondent.

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any

national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

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

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

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

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

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

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

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

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

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division

processing the application not less than seven (7) days prior to the scheduled BCC agenda date so that it may be incorporated into the BCC agenda packet. When the matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the BCC agenda packet, the applicant is obligated to verbally present such update to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

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

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

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

CONCLUSION:

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

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

Specific Project Expenditure Report (Revised November 5, 201	0)
For use as of March 1, 2011	

For Staff Use Only:	
Initially submitted on	
Updated On	
Project Name (as filed) _	
Case or Bid No.	

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

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

Part I	This is the initial Form: This is a Subsequent Form:		
Please complete all of the following: Name and Address of Principal (legal name of entity or owner per Orange County tax rolls):			
Name	e and Address of Principal's Authorized Agent, if applicable:		
indiv	List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)		
1.	Name and address of individual or business entity:Are they registered Lobbyist? Yes or No		
1.	Name and address of individual or business entity:Are they registered Lobbyist? Yes or No		
2.	Name and address of individual or business entity:Are they registered Lobbyist? Yes or No		
3.	Name and address of individual or business entity:Are they registered Lobbyist? Yes or No		
4.	Name and address of individual or business entity:Are they registered Lobbyist? Yes or No		
5.	Name and address of individual or business entity:Are they registered Lobbyist? Yes or No		
6.	Name and address of individual or business entity:Are they registered Lobbyist? Yes or No		
7.	Name and address of individual or business entity:Are they registered Lobbyist? Yes or No		

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

For Staff Use Only:	
Initially submitted on	
Updated On	
Project Name (as filed)	
Case or Bid No.	

<u>Part II</u>

Expenditures:

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

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

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

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

Specific Project Expenditure Report (Revised November 5, 2010) For use as of March 1, 2011	For Staff Use Only: Initially submitted on Updated On Project Name (as filed) Case or Bid No						
Part III							
Original signature and notarization required							
I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.							
	oal or △ Principal's Authorized Agent ck appropriate box)						
Printed Name and Title of Person completing this form:							
STATE OF :: COUNTY OF ::							
I certify that the foregoing instrument was acknowledged before me this							

My Commission Expires:

Staff signature and date of receipt of form

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

Signature of Notary Public

Notary Public for the State of _____

day of _____, 20___ by _____. He/she is personally known to me or has produced _____ as identification and did/did

Witness my hand and official seal in the county and state stated above on

the _____, in the year _____.

(Notary Seal)

Page 3

provided herein.

not take an oath.

FREQUENTLY ASKED QUESTIONS (FAQ) ABOUT THE SPECIFIC PROJECT EXPENDITURE REPORT

Updated 3-1-11

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

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

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

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

WHO NEEDS TO FILE THE SPR?

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

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

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

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

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

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

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

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

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

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

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

The information disclosed on the SPR and any updates will be a public record as defined by Chapter 119, Florida Statutes, and therefore may be inspected by any interested person. Also, the information will be made available to the Mayor and the

BCC members. This information will accompany the other information for the principal's project or item.

CONCLUSION:

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

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

AGENT AUTHORIZATION FORM

I/We, (Print Bidder name)	, Do , to
hereby authorize (print agent's name),	, to
the CONTRACT approval PROCESS ${\sf m}$	etitions or other documents necessary to affect nore specifically described as follows, (IFB/RFP
	, and to appear on
	or legislative body in the county considering this
	s as our agent in matters pertaining TO THIS
CONTRACT.	
Signature of Bidder	Date
STATE OF ::	
COUNTY OF ::	
I certify that the foregoing instrur	ment was acknowledged before me this
,	•
personally known to me or has produced	He/she is d as
identification and did/did not take an oat	h.
Witness my hand and official sea	al in the county and state stated above on
the, in th	•
<u></u> ,	- you. <u></u> .
	Signature of Notary Public
(Notary Seal)	Notary Public for the State of
	My Commission Expires:

LEASED EMPLOYEE AFFIDAVIT

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

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

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

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

Name of Employee Leasing Con	pany:					
Workers' Compensation Carrier						
A.M. Best Rating of Carrier:						
Inception Date of Leasing Arran	ement:					
I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.						
Name of Contractor:						
Signature of Owner/Officer:						
Title:	Date:					



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

		• • •		CONTACT						
1. Name of Agent or Broker				CONTACT NAME: PHONE (A/C, No, Ext):				FAX		
			E-MAIL							
	Street Address			ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #						
City, State, Zip			INSURER A:							
INSURED			INSURER B:							
Name of Insured			INSURER C: 3.							
	Street Address			INSURER						
	City, State, Zip			INSURER						
COV		ATE	NUMBER:	INSURER	F:		REVISION NUMBER			
	IS IS TO CERTIFY THAT THE POLICIES OF I			VE BEEN	ISSUED TO				JICY PERIOD	
CE	DICATED. NOTWITHSTANDING ANY REQUIR RTIFICATE MAY BE ISSUED OR MAY PERT CLUSIONS AND CONDITIONS OF SUCH POLIC	AIN,	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY ED BY T	CONTRACT HE POLICIES	OR OTHER I	DOCUMENT WITH RES	PECT TO	WHICH THIS	
NSR LTR	TYPE OF INSURANCE INSR	SUBR	POLICY NUMBER	0	POLICY EFF MM/DD/YYY)	(MM/DD/YYYY)	8. u	мпз		
	GENERAL LIABILITY						EACH OCCURRENCE	\$		
3.	COMMERCIAL GENERAL LIABILITY 4.	5.	6.		7.		DAMAGE TO RENTED PREMISES (Ea occurrence)	\$		
Ļ	CLAIMS-MADE OCCUR						MED EXP (Any one person)	\$		
							PERSONAL & ADV INJURY	\$		
	_						GENERAL AGGREGATE	\$		
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AG	G S		
	POLICY PRO- JECT LOC AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT	*		
	ANY AUTO 9.						(Ea accident) BODILY INJURY (Per persor	S n S		
│	ALL OWNED SCHEDULED						BODILY INJURY (Per accide			
l ⊦	AUTOS AUTOS NON-OWNED AUTOS AUTOS						PROPERTY DAMAGE	\$		
l ⊦	ADIOS ADIOS						(Per accident)	\$		
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$		
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$		
	DED RETENTION\$							\$		
	WORKERS COMPENSATION 10. Y/N						WC STATU- TORY LIMITS E	H- R		
	ANY PROPRIETOR/PARTNER/EXECUTIVE N/A						E.L. EACH ACCIDENT	\$		
	(Mandatory In NH) If yes, describe under						E.L. DISEASE - EA EMPLOY			
-	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIM	IT \$		
11.										
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICLES (A	Attach .	ACORD 101, Additional Remarks	Sohedule, I	f more space is	required)				
Orange County Government is additionally insured on the General Liability Policy. A waiver of subrogation applies in favor of Orange County Government, it's agents, employees, and officials on the Worker's Compensation Policy.										
CER	TIFICATE HOLDER			CANCE	ELLATION					
13. Orange County Board of County Commissioners Procurement Division				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
	400 E. South Street Orlando, Florida 32801			<u>аитногі</u> 14.	ZED REPRESEN	TATIVE				

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ORANGE COUNTY CERTIFICATE OF INSURANCE REVIEW GUIDE

- 1. PRODUCER: Agent's name and address must be shown along with contact name phone, fax, and email address.
- 2. INSURED: Legal name and address of the entity entering into the contract or agreement
- 3. INSURERS AFFORDING COVERAGE & NAIC #: Name of the insurance company that is insuring the line of coverage. The INSURER and applicable letter will be used throughout the certificate to indicate the lines of coverage placed with a particular insurance company. A letter must be shown in the INSUR LTR section for each coverage line listed on the certificate.
- 4. ADDL INSR: Signifies whether coverage includes additional insured status. Very few agents use this section. Additional insured status is usually discussed in the Description of Operations/Locations/Vehicles section.
- 5. SUBR WVD: Signifies that a waiver of subrogation is in valid for each line of coverage as indicated.
- POLICY NUMBER: A policy number should be listed for each line of coverage for which commercial insurance is being provided.
- 7. POLICY EFFECTIVE/EXPIRA TJON DATES: Effective and expiration dates should fall within the time frame of the inception of the contract or agreement.
- 8. LIMITS: As required in the written agreement. The general aggregate should be at least twice the per occurrence limit for all continuing service contracts. If the aggregate limit applies separately then the PROJECT box should be marked.
- AUTOMOBILE LIABILITY: The ANY AUTO box is preferable however; some organizations do not own vehicles so the other boxes may be marked.
- 10. WORKERS' COMPENSATION: Look closely to see if any proprietor, partner, or executive officer is excluded. If so, please contact Risk Management for waiver approval. The WC STATUTORY LIMITS box must be selected.
- 11. OTHER: This section is used for other coverage such as professional liability and employee dishonesty. The same rules apply with regards to policy numbers, effective and expiration dates and limits.
- 12. DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES: This section typically contains any special or qualifying language such as additional insured status or waivers of subrogation. If additional space is needed an ACORD 101 should be attached. Please note that these certificates are for information only and do not confer any rights upon the certificate holder. This is why we also ask for the specific policy language or endorsement specifying that these provisions are in place.
- 13. CERTIFICATE HOLDER: Orange County Board of County Commissioners should be listed as the certificate holder. Individual departments and divisions should not be listed as the primary certificate holder.
- 14. AUTHORIZED REPRESENTATIVE: This section should contain the signature of the person authorized to issue the certificate on behalf of the insurance company.

COI Review Guide Revised 07/2014

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

The following are additional insured under the Professional Liability section of this policy (already included under the GL by form #86571).

YOUR MEDICAL DIRECTORS AND ADMINISTRATORS, INCLUDING PROFESSIONAL PERSONS, BUT ONLY WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FOR THE NAMED INSURED AS MEDICAL DIRECTORS AND ADMINISTRATORS;

AN INDEPENDENT CONTRACTOR IS AN INSURED ONLY FOR THE CONDUCT OF YOUR BUSINESS AND SOLELY WHILE PERFORMING SERVICES FOR A CLIENT OF THE NAMED INSURED, BUT SOLELY WITHIN THE SCOPE OF SERVICES CONTEMPLATED BY THE NAMED INSURED;

STUDENTS IN TRAINING WHILE PREFORMING DUTIES AS INSTRUCTED BY THE NAMED INSURED;

ANY ENTITY YOU ARE REQUIRED IN A WRITTEN CONTRACT (HEREINAFTER CALLED ADDITIONAL INSURED) TO NAME AS AN INSURED IS AN INSURED BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF YOUR PREMISES OR OPERATIONS:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily Injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of you ongoing operations; or
- B. In connection with your premises owned by or rented to you.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

ATTN: PROCUREMENT DIVISION 400 E. SOUTH STREET, 2ND FLOOR ORLANDO, FL 32801

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily Injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of you ongoing operations; or
- B. In connection with your premises owned by or rented to you.

WORKERS COMPENSTION AND EMPLOYEES LIABILITY INSURANCE POLICY WC 00 03 13

2ND Reprint

Effective April 1, 1984

Advisory

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Name of Person or Organization:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ATTN: PROCUREMENT DIVISION 400 E. SOUTH STREET, 2ND FLOOR ORLANDO. FL 32801

© 1983 National Council on Compensation Insurance, Inc.

©NCCI Holdings, Inc.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ATTN: PROCUREMENT DIVISION 400 E. SOUTH STREET, 2ND FLOOR ORLANDO, FL 32801

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

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

Contract # Y
This Contract is made as of the day of, 2015 by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and [] an individual, [] a
partnership, [] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. or Social Security number is
In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:
WHEREAS, COUNTY requires computer software for, hereinafter referred to as the "System"; and
WHEREAS, VENDOR has experience in the integration, installation and maintenance of computer-based systems for state, county, and local governments; and
WHEREAS, VENDOR and COUNTY mutually desire that VENDOR make available software, hardware and services as further described in Exhibit A, Statement of Services, on the terms contained herein:

NOW, THEREFORE, in consideration of these premises and mutual covenants contained herein, the parties hereby agree as follows:

ARTICLE 1 - SERVICES

CONSULTANT'S sional/consultation			Contract	is	to	provi	de ,
ore specifically set foundation of the second secon	•	vices	detailed in l	Exhib	it "A"	and t	he
COUNTY'S represent telephone			nance of thi	s Cor	ntract	shall	be

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on ______. This contract will remain in effect until COUNTY has provided written confirmation that VENDOR has completed all of the tasks and the COUNTY has made all of the payments required hereunder and the warranty period has been exhausted, or until it has been otherwise terminated as provided for herein.

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

<u>ARTICLE 3 - PAYMENTS TO CONSULTANT</u>

- A. The total amount to be paid by the COUNTY under this Contract for services, shall not exceed _______ Dollars (\$________). The CONSULTANT will notify the COUNTY, in writing, when 90% of the estimated contract amount has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Services. Where incremental billing for partially completed items is permitted, the total incremental billings shall not exceed the percentage of estimated completion as of the billing date.
 - B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the initiating County Department, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices must reference this contract number. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.

C. Milestone Payments

- 1. 25% Upon completion of pre-construction meetings and delivery of Implementation Schedule.
- 2. 25% Upon hardware installation and software implementation.
- 3. 25% Upon functional demonstration, completion of testing & production cutover.
- 4. 25% Upon final system acceptance.
- Software License, System Maintenance and Support Year 1, invoiced upon the County's Final System Acceptance for the period commencing upon Final System Acceptance through 12 months.
- 6. Software License, System Maintenance and Support Year 2, invoiced 12 months post County's Final System Acceptance.
- 7. Software License, System Maintenance and Support Year 3, invoiced 24 months post County's Final System Acceptance.
- 8. Software License, System Maintenance and Support Year 4, invoiced 36 months post County's Final System Acceptance.
- 9. Software License, System Maintenance and Support Year 5, invoiced 48 months post County's Final System Acceptance.
- 10. Software License, System Maintenance and Support beyond year five (5) shall be offered to COUNTY on a year-to-year basis thereafter, except that the annual support price for the preceding year shall not increase by more than the annual increase in the Consumer Price Index published by the

Bureau of Labor Statistics or by not more than 4% per year, whichever is lower. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov. In the event that COUNTY accepts an offer for future software licensing, such acceptance shall be issued by Amendment.

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

<u>ARTICLE 4 - TRUTH IN NEGOTIATION CERTIFICATE</u>

Signature of this Contract by the CONSULTANT shall act as the execution of the truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

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

ARTICLE 5 - TERMINATION

A. Termination for Default:

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

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

Prior to termination for default, the COUNTY will provide adequate written notice to the CONSULTANT through the Manager, Procurement Division, affording

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

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

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

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

B. <u>Termination for Convenience</u>

The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the COUNTY shall be liable only for goods or services delivered and accepted.

The COUNTY Notice of Termination shall provide the CONSULTANT thirty (30) days prior notice before it becomes effective. <u>A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.</u>

ARTICLE 6 - PERSONNEL

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

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

Any changes or substitutions in the CONSULTANT'S key personnel must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

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

ARTICLE 7 – SUBCONTRACTING AND MINORITY/WOMEN EMPLOYMENT PARTICIPATION

- Α. The CONSULTANT shall be responsible for reporting Minority/Women Business Enterprise (M/WBE) sub-CONSULTANT contract dollar amount(s) for the M/WBE sub-consultant(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the Development Division. Submittal Business of these agreements/purchase orders is a condition precedent to execution of the prime contract with the COUNTY. Quarterly updated M/WBE utilization reports and Employment Data, Schedule of Minorities and Women reports are to be submitted every quarter during the term of the contract. Additionally, the CONSULTANT shall ensure that the M/WBE participation percentage proposed in the Consultant's Proposal submitted for this Contract is accomplished.
- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The CONSULTANT shall be responsible for reporting local minority/women employment percentage levels within the firm and the minority/women employment percentage levels that the firm anticipates utilizing to fulfill the obligations of this Contract. The report(s) shall be submitted to the Business Development Division, on a quarterly basis during the life of the Contract.
- D. The awarded prime CONSULTANT shall furnish written documentation evidencing actual dollars paid to all sub-consultants utilized by the prime

CONSULTANT on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the COUNTY may determine actual MWBE participation achieved by the prime CONSULTANT prior to the issuance of final payment.

- E. In the event a certified M/WBE sub-consultant's subcontract is terminated for convenience, the CONSULTANT shall submit a letter to the Business Development Division from the terminated sub-consultant evidencing their concurrence with the termination. In the event a certified M/WBE sub-consultant's subcontract is terminated for cause, the CONSULTANT shall justify the replacement of that sub-consultant, in writing to the Business Development Division, accompanied by the Project Manager's recommendation or consent to termination.
- F. It is the intent of the COUNTY to insure prompt payment of all sub-consultants working on COUNTY projects. The CONSULTANT shall:
 - 1. Submit copies of executed contracts between the CONSULTANT and all of its M/WBE sub-consultants to the Business Development Division.
 - 2. of The COUNTY at its discretion may require copies subcontracts/purchase orders for the non-M/WBE's listed on SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-M/WBE sub-consultants certifying that a prompt payment clause has been included in that contract or purchase order.
 - Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONSULTANT and sub-consultants (including those with non-M/WBE's) stating that payment will be made to the sub-CONSULTANT within 72 hours of receipt of payment from the COUNTY. The CONSULTANT shall pay each sub-CONSULTANT for all work covered under an invoice within the 72 hour time frame.
- G. By entering into this contract, the CONSULTANT affirmatively commits to comply with the M/WBE subcontracting requirements submitted with his/her Proposal. The failure of the CONSULTANT/CONTRACROR to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

The COUNTY may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement Division.

<u>ARTICLE 8 – SERVICE-DISABLED VETERAN (SDV) REPORTING</u>

The prime CONSULTANT/CONTRACTOR shall be responsible for reporting (SDV) sub-consultant contract dollar amount(s) for the SDV firms(s) listed in the document by

submitting appropriate documents evidencing contract award of work to the Business Development Division (BDD). The report(s) shall be submitted in the (BDD) with a copy to the representative within ten (10) days after issuance of individual assignments or task authorizations.

- A. The CONSULTANT shall be responsible for reporting SDV sub-CONSULTANT contract dollar amount(s) for the SDV sub-consultant(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the BDD. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the COUNTY. Quarterly updated utilization report shall be submitted every quarter during the term of the contract.
- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the BDD, with a copy to the COUNTY'S designated representative, within ten (10) calendar days after COUNTY'S execution.

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

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

CONSULTANT/CONTRACTOR to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

ARTICLE 9 - FEDERAL AND STATE TAX

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

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

ARTICLE 10 - AVAILABILITY OF FUNDS

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

ARTICLE 11 - INSURANCE REQUIREMENTS:

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

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

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

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

Required Coverage:

Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$Click here to enter text per occurrence. Vendor/Contractor further agrees coverage shall not contain any

endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents. Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.

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

Required Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent
- Professional Liability- with a limit of not less than \$1,000,000 per occurrence/claim

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

By entering into this contract Vendor/Contractor agrees to provide a waiver of

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

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

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

The certificate holder shall read:

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

ARTICLE 12 - INDEMNIFICATION

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

<u>ARTICLE 13 - SUCCESSORS AND ASSIGNS</u>

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in

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

ARTICLE 14 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Orange County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any

other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 15 - UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the CONSULTANT and the COUNTY for any terms and conditions not specifically stated in this Contract.

ARTICLE 16 - CONFLICT OF INTEREST

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

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

ARTICLE 17 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its sub-consultants and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its sub-consultant's fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the COUNTY'S right to change, terminate, or stop any or all work at any time.

ARTICLE 18 - ARREARS

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

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 21 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retrained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the

CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 22 - ACCESS AND AUDITS

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

ARTICLE 23 – EQUAL OPPORTUNITY

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

Further, the CONSULTANT shall abide by the following provisions:

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

ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 25 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 26 - AUTHORITY TO PRACTICE

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

ARTICLE 27 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 28 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in the work, including alterations,

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

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

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

<u>ARTICLE 29 – WELFARE RECIPIENTS</u>

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

CONSULTANT shall contact the Orange County Business Development Liaison (BDD) at (407) 836-7317 to assist with meeting this requirement. The BDD Liaison will work with the CareerSource Central Florida staff and the CONSULTANT to ensure that the process is properly adhered until all requirements have been met. CareerSource Central Florida participants may be employed in any position within the firm but must be hired on a fulltime basis.

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

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

ARTICLE 30 - CONTRACT CLAIMS

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

Claims made by a Contractor/Consultant against the County relating to a particular contract shall be submitted to the Procurement Division Manager in writing clearly labeled "Contract Claim" requesting a final decision.

The Contractor also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor/Consultant believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor/Consultant."

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

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

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

ARTICLE 31 - TOBACCO FREE CAMPUS

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

ARTICLE 32 – VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the contractor to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the contractor to perform work pursuant to the contract with Orange County. Please refer to USCIS.gov for more information on this process.

Only those employees determined eligible to work within the United States shall be employed under the contract.

Therefore, by submission of a bid or proposal in response to this solicitation, the contractor confirms that all employees in the above categories will undergo everification before placement on this contract. The contractor further confirms his commitment to comply with this requirement by completing the E- Verification certification.

ARTICLE 33 – LAWS AND REGULATIONS

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

ARTICLE 34 – ADDENDA

All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

ARTICLE 35 - NOTICE

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

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

CONSULTANT:	ORANGE COUNTY, FLORIDA:
Company Name	Johnny Richardson, CPPO, CFCM Procurement Division Manager
Signature	Date
Typed Name	
Title	
Date	

ORANGE COUNTY BCC

Orange County Florida Technology Standards

Systems Hosted by Orange County

11/5/2014

The purpose of the document is to outline the standards for Orange County Hosted Systems as it related to hardware, software, networks, security, and other applicable components.

Orange County Florida Technology Standards Systems Hosted by Orange County

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Orange County Florida Technology Standards Systems Hosted by Orange County

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Authorized Products for New Purchases

Hardware

Dell Desktop minitower and small form factor (SFF) PC

Dell OptiPlex 9020 (Does not include Monitor or External Speakers)

- ♦ Intel Core i5 or i7 processor
- ♦ Windows 7 Professional
- ♦ 4+ GB of memory
- ♦ USB Keyboard and Mouse
- ♦ DVD+/- RW
- ♦ 4 Year Basic Limited Warranty
- ♦ Energy Smart system enabled

Dell Laptop

Dell Latitude e6540 (Does not include Docking Station or Carrying Case)

- ♦ Intel Core i5 or i7 processor
- Windows 7 Professional
- ♦ 15.6" HD (1377x768) display
- ♦ 4+ GB of memory
- ♦ CD-RW/DVD
- ♦ 3-yr basic parts warranty

Dell Latitude e7440 (Latitude 14 7000 Series Ultrabook)

- Intel Core i5 processor
- Windows 7 Professional
- 14" HD (1366x768) display
- ◆ 4+ GB of memory (upgrade to 8 optional)
- Solid State Hard Drive (downgrade to standard hard drive optional)
- ♦ No DVD-ROM Drive
- 3-yr basic parts warranty

Smartphones

♦ Android 4.1 or greater (See "Mobile Device Standards.doc" for device models)

Software

Desktop/Laptop

- ♦ Microsoft Windows 7 Professional with IE 8 (for new PCs)
- ◆ Internet Explorer 8.0 IE8 is current County Standard included with Windows 7. Application software may specifically require a certain Internet Explorer version. IE9 and IE10 are available options for compatibility. Contact ISS for assistance as needed. ServiceCenter@ocfl.net

Orange County Florida Technology Standards Systems Hosted by Orange County

- Microsoft Office 2007 or greater (Standard or Professional Suite)
- Active X controls any application requiring the use of Active X controls must be preapproved by ISS
 desktop support. At a minimum they must meet the following criteria:
 - Packaged as an MSI file for installation/distribution from command line.
 - Must be installed and operated without end user administrative permissions.
- ♦ Java 1.6 17 Only supported version of Java
- Internet hosted applications must be preapproved by ISS Desktop Services and ISS Security. Preference
 is given to any hosted solution not requiring installation of local software or configuration files.

Network Connectivity

- ♦ AT&T Wireless AirCard
- ♦ Cisco VPN

Client Based Databases

- Oracle Client (network based database)
- SQL Server Client (network based database)

Peripherals and Accessories

Black and White LaserJet Printers

- ◆ HP LaserJet Pro 400 Printer M401n (500 to 2000 pages/month) < 4 users
- ◆ HP LaserJet P3015dn (1500 to 5000 pages/month + secure printing)
- ◆ HP LaserJet M602dn (3000 to 15000 pages/month + secure printing)

Color LaserJet Printers

- HP LaserJet color Printer M451 (500 pages/month, small paper tray)
- HP LaserJet color Printer M551 (1500 to 5000 pages + secure print)
- HP Color LaserJet CP4525dn (2500 to 10000 pages/month + secure printing)

HP Multi-Function Devices (MFD) (Print/Scan/Copy)

- ♦ HP color MFP M276 (1 to people, occasional scanning)
- HP color MFP M475dn (1000 to 2500 pages/month)
- ♦ HP color MFP M575dn (2000 to 6000 pages/month)

Scanners (all come with Adobe Acrobat, document feeders)

- Fujitsu ScanSnap iX500 (25ppm, 50 sheet ADF, Connected via USB)
- Fujitsu N1800 (20ppm, 50 sheet ADF, Networked)
- Fujitsu 5530C2 (50ppm, 100 sheet ADF, Connected via USB)

**Printers must use OEM toner cartridges only

***Desktop Copier and combo unit purchases directly connected to the PC must be reviewed and approved by ISS. Contact ServiceCenter@ocfl.net for more information and assistance.

Unsupported Products

Hardware

- ♦ Pentium dual-core and older desktop systems, Optiplex 260, 270, 280, 620, 745, 755
- ♦ Non-Dell PCs

Software

- MS Office platforms prior to Office 2003 (including Visio & Project)
- Non MS Windows-based operating systems
- ♦ Shareware / Freeware
- Windows 8
- Windows 2000 and older
- Freelance
- ♦ SHL Vision & Vision Express, WIN9x/WINNT/UNIX
- ♦ Reflection version 11 or lower

Client Databases

- ♦ MS Access
- Dbase
- ♦ RBASE
- ♦ Paradox
- ♦ FOXPRO
- ♦ MySQL

Peripherals and Accessories

- ♦ HP LaserJet Series 4000 and older printers
- Inkjet printers
- Printers over 7 years old

Prohibited Products

Hardware

- ♦ Non MS Windows-based PCs, laptops, and tablets
- Recycled, Remanufactured, and non-OEM toner Cartridges
- Refurbished PCs
- ♦ Personal (non-County) computing equipment
- Any network (voice or data) device not operated, administered or expressly approved by Orange County ISS.
- Any internet access device not operated, administered or expressly approved by Orange County ISS.
- Donated and vendor-provided PCs that do not meet County standards.
- Mobile WiFi Hotspots

Software

- ♦ Microsoft Internet Explorer, 4.x, 5.x, 6.x
- ◆ Personal Software (purchased for non-commercial use)
- ♦ WordPerfect
- Non-Internet Explorer browsers (Firefox, Safari, Chrome, etc.)
- Any Alpha/Beta Software not operated, administered or expressly approved by Orange County ISS
- Anti-virus products not operated or administered by Orange County ISS
- Personal firewall products
- Network scanning tools
- Remote access software other than ISS authorized VPN
- Desktop sharing, remote control, or remote communications software such as Remote Desktop
- Web page editing tools (without prior approval)
- Software coding tools (without prior approval)
- User installed screen savers
- Games
- 3rd Party Desktops
- Disk Compression
- Non-Static BITMAP Backgrounds or screen savers
- iTunes or other content sharing applications
- P2P software
- MS Access Run-time Libraries

Network Protocols

- ♦ NETBUI
- ♦ AppleTalk
- Token Ring
- Any network (voice or data) software or service not operated, administered or expressly approved by Orange County ISS.

Any internet access service not operated, administered or expressly approved by Orange County ISS.

Peripherals and Accessories

- ♦ Portable music devices
- Personal (non-County) mass storage devices (hard drives, thumb drives, etc.)
- ♦ Webcams
- Printer sharing through a PC

^{**} Please note: This list is not all inclusive of all prohibited software. If you have questions concerning a specific application, please contact the Desktop Support supervisor. **

Orange County Florida Technology Standards Systems Hosted by Orange County

Enterprise Systems

Unix Environment

Systems Requirements - Hardware

♦ IBM P7 Platform

Systems Requirements - Software

- ♦ UNIX AIX 7.1 or later
- Red Hat Enterprise Linux 7 or later- with Prior Approval
- Applications will not have a web interface that allows users to access the system as a privileged account.
- Applications will not run root processes.
- ♦ Applications will be installed using a unique user ID and unique group ID.
- Applications will not be installed in any file system that is part of rootvg.
- ♦ Applications will not write log files to any file system that is part of rootyg.
- Applications will not update root system's files during installation.
- ♦ Application and system logs are purged as needed
- ♦ Telnet and the "r" commands are disabled on all UNIX servers.
- .rhost file is not available.

Windows Environment

- Orange County's default server environment consists of virtual servers running on a VMWare host
- Systems requiring physical servers are not considered to be in compliance with standards and must be pre-approved by ISS

System Requirements - Hardware

- ◆ The C: Partition shall be equal or greater than 40GB (thin provisioned)
- ◆ The D: Partition shall be equal or greater than 40GB (thin provisioned)
- ♦ SAN attached storage
- 4 GB Ram standard
- Windows 2008 R2, 64 bit or greater
- Physical servers, when approved, must meet the following conditions:
 - ♦ All servers must be rack mounted.
 - All servers must have dual power, dual NIC's, dual processors (quad Core Intel Xeon or greater), and dual HBA's.
 - ♦ 4GB RAM minimum
 - ◆ Dual 200GB hard drives (RAID configurable).
 - Currently approved models: Dell PowerEdge R620, Dell PowerEdge R720, Dell PowerEdge R920

Systems Requirements- Software

- ♦ Only the operating System is allowed on the C: drive
- ◆ Databases (i.e. SQL) must reside on separate server from the application and from Web services (IIS)
- Application, service or vendor accounts will not be members of the domain administrators group.

Orange County Florida Technology Standards Systems Hosted by Orange County

 Software must run as a service. Applications requiring a user account to remain logged in are not permitted.

Oracle Environment

- ◆ Orange County supported Oracle versions are Oracle Enterprise Edition 10g or higher.
- Orange County supported environment for Oracle databases is UNIX, running on an IBM AIX supported OS.
- Database setup shall be compliant with Oracle's OFA (Optimal Flexible Architecture file naming conventions)
- ♦ Applications must be installed under separate schema not requiring DBA privileges or DBA type privileges.
- Applications will not require or use the Unix Oracle account.
- ♦ Applications will provide a security module to manage user ids and permissions.
- Application Vendors shall provide all database creation scripts and any other required scripts to build, maintain and support the database environment.
- ♦ Application Vendors shall provide all documentation related to all database creation scripts and any other required scripts to build, maintain and support the database environment.
- ♦ Installations of Databases shall be performed by Orange County's staff using vendor provided scripts, initialization parameters, and any special performance related parameters.
- Oracle's Administrator (SYSADM) account must not be required for software to operate. NOTE: If SYSADM privileges are required for installation, an Orange County Database Administrator shall perform the installation vendor supplied scripts under the Application Vendor's direction.

SQL Server Environment

- ♦ Microsoft SQL Server versions are Server 2005 (Standard) or higher.
- Database installations must be on a separate server from the application executables and support files.
- Database installations cannot be installed to the C: drive of the Windows Server. Applications will allow Orange County Database Administrator to specify the drives and directories where the database files will reside.
- MSDE, SQL Server Express, or MS Access based software are prohibited.
- Applications must support SQL Servers Integrated Security model.
- Applications must contain a security module to manage user ID's and permissions. No blank or hard-coded passwords shall be allowed.
- ◆ SA privileges are not permitted. **NOTE**: If sa privileges are required for installation, an Orange County Database Administrator will perform the installation.
- Applications are not permitted to create, update, or delete of any files on the database server outside the constructs of the database engine.
- Applications are not permitted to create new databases or persistent database objects as part of its operation.
- ♦ Applications shall support application database backups/restores using Orange County's Enterprise Backup Tool. Currently, Orange County standard is CommVault's Galaxy iData-Agent for SQL Server.
- ♦ Applications must provide an audit mechanism to record the date, time, and user id that last modified a given row in an application table.
- Applications must utilize database referential integrity.

Orange County Florida Technology Standards

Systems Hosted by Orange County

Network Systems

Protocol Node Names and Addresses

- ◆ The ONLY protocol allowed on the Orange County Data Network is the Internet Protocol referred to as IP or TCP/IP version 4.
- ♦ There can be only one unique address for each node on the network. Node naming and addressing conventions will conform to the guidelines established here.
- The NOC assigns all addresses for all devices connecting to the Orange County Network.
- ♦ All IP addresses conform to R.F.C. 1918:

10.0.0.0 - 10.255.255.255/8

172.16.0.0 - 172.31.255.255/12

192.168.0.0 - 192.168.255.255/16

- The NOC maintains an addressing plan and uses the plan to assign addresses. The Internet Addressing Authority, as a private entity, has assigned a block of addresses for Orange County, which are maintained and assigned by the NOC.
- The use of Registered Internet addresses on the county network is not allowed.
- ♦ All network numbers for "special function" TCP/IP networks will be assigned by the NOC.
- No INTERNET connections are allowed from any node, modem, or communications device on the network without NOC and Enterprise Security approval.
- A network-wide, shared use INTERNET connection is available to all entities.
- ◆ TCP/IP DOMAIN NAME SERVERS (DNS) are provided for use as an alternative to local administration and maintenance of a "hosts" file. Any Divisions, Elected Officials, or agencies wishing to use the DNS may send a list of I.P addresses to be included in the DNS to the ISS Service Center, 836-2929, which will be routed to NOC staff.
- ♦ Entities who have dedicated network staff and wish to be assigned their own I.P. address space will request the assignment from the NOC through the ISS Service Center, 836-2929. These entities will provision their own DNS and be responsible for administration of their own I.P. address spaces. (As assigned by the NOC for the agency to administer)
- Only routed networks with at least 254 I.P. nodes are eligible for this option.
- ◆ DHCP (Dynamic Host Configuration Protocol) Is provided by the NOC.
- No shared device (printer, server) may use a DHCP address.
- Static IP addresses are available in limited amounts on request.

Bridges, Routers, and Gateways

- Routers will be used at points in the network where traffic control and/or broadcast domain segmentation needs exist.
- Routers will be used on all Wide Area Network connections.
- Protocol conversion is not supported on this network, as one common protocol (TCP/IP) is standard for all nodes.

Orange County Florida Technology Standards Systems Hosted by Orange County

Network Security

- All default accounts on all processors connected to the network will either be disabled or have the default password changed. No accounts are allowed without passwords.
- ◆ The default "privileged password" on all network electronics will be changed.
- ♦ All dial-up access must be provided through secure access servers. No direct access via dial-up lines is allowed to any type of device, processor, terminal, server, or PC connected to the network.
- ◆ The NOC provides and maintains a secure access server for Dial-up use. Contact the ISS Service Center 836-2929 for remote access authorization by the Enterprise Security Team.
- ♦ The requesting department will provide the Hardware & Software for the employee's home use, unless the employee provides their own.
- ♦ Vendor field service is provided remote access through the NOC provided access servers. VPN access is available for use.
- No entity on the network shall make any connection to the INTERNET, dial-up service, wireless provider or wireless access-point without written permission from the ISS Enterprise Security Team and Network Operations.
- ♦ An INTERNET gateway is provided for all entities on the network to use.
- Any entity that chooses to directly connect their network to the INTERNET may not remain connected to the County Network due to the security risks. If the Internet connected entity supplies, at their own expense, an acceptable Firewall between their networks and the County networks, the County network connection can resume via the Firewall provided.
- Wireless LAN (Ethernet):
- ♦ All 802.11x wireless LANs must use a DOT1X supplicant for network admission control.
- ♦ All 802.11x clients must use VPN triple DES or AES encryption. Client authentication via RADIUS server is required. The RADIUS server is provided and administered by ISS Enterprise Security.
- All access points attached to the BCC network must be LWAP.
- ♦ (No stand alone AP's are permitted)
- ♦ Wireless WAN
- ♦ The Board maintains a contract with a wireless provider. A gateway is available for connecting to the contracted wireless provider. Access to the network using any other wireless provider is prohibited.

Network Components

- ◆ TRANSMISSION MEDIA:
- ♦ Fiber-optic, category 5, 5e, and 6, and category 3 UTP (Unshielded Twisted Pair), STP (Shielded Twisted Pair), and radio (802.11x) are all permitted for IP data communications in the network.
- ◆ TRANSMISSION METHODS:
- ♦ Optical, metallic cable, leased data circuits (analog, digital), private (analog, digital), and wireless (802.11x) are all permitted for IP data communications in the network.
- SUPPORTED LAN TYPES:
- ♦ ETHERNET, 802.3, 10 BASE T, 100 BASE TX, 100 BASE FX, 1000 BASE xx (Gigabit), 802.11x (wireless Ethernet), 10 GIGABIT.
- ♦ Etherchannel:
- ♦ The only Etherchannel protocol that is supported by the BCC is 802.3ad LACP.

Exhibit 1 Orange County Florida Technology Standards

Systems Hosted by Orange County

Network Circuits

- ♦ The NOC will design all WAN networks and if required, procure leased data communications circuits from the Carrier.
- The NOC will act as the central point of contact between all entities using WAN circuits.
- The NOC will be notified by the affected entity and/or the ISS Service Center of service affecting WAN outages.
- ◆ The ISS Service Center, 836-2929, and the NOC will be responsible for coordinating successful repair of WAN circuits.
- ♦ The NOC will be responsible for ordering the disconnection and termination of leased data circuits upon notification by the customer.
- ♦ Critical LANs and/or WANs may be designed with duplicate, automatic, redundant circuits and electronics to provide automatic recovery of data communications.
- ♦ Circuits leased by any entity other than the B.C.C., will be managed by that entity's technical staff.
- ◆ A Remote Site is available for recovery of certain critical applications and B.C.C. networks in the event of a formally declared disaster. This site is located in Tallahassee at the Northwest Regional Data Center. (NWRDC). The NWRDC is permanently connected to the BCC networks, available and operational 24x7x365.

Network Installation

- ♦ In situations where installation of network equipment by one entity may affect other customers from other entities, the installation will be jointly coordinated by representatives of the NOC and the other entities.
- ♦ The NOC will design and install all LAN and WAN networks, except in special circumstance.

Network Trouble Reporting

- Customers who are exclusively confined to applications delivered by networks supplied by the NOC will call
 or e-mail the ISS Service Center, 836-2929 to report trouble, request service, and get technical advice. The
 ISS Service Center will screen all calls, resolve any problems it is able to with ISS Service Center staff, and
 refer unresolved network problems to the NOC.
- Customers who are exclusively confined to applications on networks supplied by other entities will call that entity's network staff to report trouble, request service, and get technical advice.
- Customers who are on a mix of processors and networks supplied by the NOC and other entity's processors and networks will call the ISS Service Center, 836-2929 to report trouble, request service, and get technical advice.
- ♦ The NOC employs a variety of network management and troubleshooting tools and systems. These network management systems are used by the NOC staff to perform testing, troubleshooting, and diagnosis of all devices attached to the network.
- All LAN equipment attached to the network must support SNMP (Simple Network Management Protocol) and/or SNMP-2. RMON (Remote Monitoring) is also allowed, but not instead of SNMP. RMON is in addition to SNMP. Older equipment not supporting these standards will be phased out. The NOC is the only organization permitted to run SNMP on network equipment.
- Network problems, which can be repaired by the NOC, will be scheduled in a repair queue. The repair priority is based on the severity of the problem and the quantity of customers affected.

Orange County Florida Technology Standards Systems Hosted by Orange County

♦ All devices attached to the network must have at least a minimum SNMP profile entered, consisting of the entity's name, address, and technical support staff phones number. This will assist NOC staff in locating which network the equipment is on when troubleshooting.

Network Performance Management

- ♦ The NOC is responsible for monitoring all LAN and WAN performance. This includes all SNMP (Simple Network Management Protocol) and RMON (Remote Monitoring).
- ♦ Only the NOC is allowed to run SNMP/RMON on network devices.
- ♦ The NOC will redesign networks, which sustain traffic loads that adversely affect customer interactive response times and/or reliability.
- ◆ The NOC will assist other entities with managing the performance of their networks as requested.

Network Documentation

- ♦ Each entity on the network will provide the NOC with a current diagram of network topology, equipment location, and configuration (including building address and floor location).
- ♦ The NOC will provide a diagram of the network as well as tables and listings of all physical and logical components to any approved requesting entity.
- ♦ Each entity on the network will provide on-going, updated information to the NOC reflecting components, circuits and logical changes.
- ♦ The NOC will add this information to its diagram and database, and will provide the revised network documents to all requesting entities.

Telephony Standards

- All telecom related applications must be certified under the Avaya DevConnect program and must be compatible with Orange County's current level of Avaya Communications Manager for the appropriate site.
- Any peripheral applications or software must be approved by the Telecom Unit prior to purchasing.

IP Telephony

- ♦ IP telephony is defined as telephones and PBX with an integral Ethernet NIC, using the IP protocol to communicate.
- ♦ IP phones must derive their electrical power from the CAT-5e Ethernet cable. (POE type-1, 802.af standard)
- ♦ Ethernet switches in the closets will be used to provide in-line DC power through the CAT-5e patch panels. All Ethernet electronics used in this configuration will have a UPS attached.
- ♦ If the IP phone has a provision to connect the desktop PC into the same Ethernet as the phone, then the IP phone must use Ethernet switch technology. A hub/repeater is not allowed.
- ◆ IP phones must operate in a separate subnet from the attached PC.
- ♦ IP phone packets will be given the highest priority of all IP communications traffic on the LAN. Other nontelephony applications will have their "IP Precedence" bit modified at the Ethernet switch to conform to this standard.

♦ IP phone access to the network through the internet provider will use the ISS provided VPN services. Direct access to internal devices is prohibited.

Video

- Enterprise Security is responsible for ISS video service, however deployment of video equipment on the local government network must be discussed prior to purchase with the NOC to determine compatibility, bandwidth, network equipment requirements and installation feasibility.
- ♦ Multicast is generally not supported on BCC networks, except in certain special cases.

Enterprise Security — Critical Standards Summary

The following is a summary of key points in the Orange County Government Board of County Commissioners (OCGBCC) security standards. It is necessary for vendors to completely understand and follow these requirements in order for products or services to be considered for placement within the OCGBCC environment.

Web Servers

Web and Database Placement

A database server shall not reside on the same hardware platform as a web server.

Anonymous Accounts

Web server anonymous accounts shall only have read and execute permissions to folders/files within the web server directories. Change and delete permissions to folders/files that are directly accessible via a web browser shall not be granted to web server anonymous accounts.

Process/Application Accounts

All web server processes and applications shall run only under a low privilege local account. Web server processes shall not run under an account with domain, power user or a local administrator privileges.

DMZ

Web Server Platforms

Microsoft Internet Information Server (IIS) version 5.0 or higher shall be the only platform within the OCGBCC DMZ to run as a Web or FTP server.

Services and Protocols

Traffic using the following protocols from the OCGBCC DMZ to the internal network shall not be allowed:

Kerberos, NetBIOS, Microsoft-DS, Microsoft's Well Known Ports, LDAP, RPC, SMB, RDP, HTTP, HTTPS, DNS, JOLT.

Encrypted Data

Any data accessible within the DMZ or directly accessible from it meeting the following criteria shall be encrypted at rest and in transit: name, addresses, phone numbers, email addresses, birthdates, federal/state/local document numbers, account numbers, race or religious information, usernames, passwords, employee identification numbers and all HIPAA and PCI information. The DMZ shall not have access to data containing bank information. The DMZ shall not have access to social security information.

Data Access

The DMZ shall have read-only access to live data, if such data is also used by applications residing in the internal OCGBCC network.

Antivirus

Virus scanning

Antivirus software shall be running at all times on the computers on which it is installed. Real-time scanning of incoming and outgoing files shall be enabled at all times.

Microsoft Security Patches

Patch installation

MS Security patches may be applied immediately upon release by Microsoft. All vendors must support their applications in this environment.

Encryption

Laptops and Removal Devices

All laptop hard drives and removable devices shall be encrypted to protect any sensitive data.

WEB SECURITY STANDARD

1.0 Purpose

The purpose of this document is to establish requirements that will better manage and secure all web server platforms within the Orange County Government Board of County Commissioners (OCGBCC).

2.0 Scope

The scope of this document applies to all web server platforms located within the OCGBCC.

3.0 Policies

3.1 Activity

Any and all web server installations, removals or modifications shall require the direct involvement and documented approval by the Information Systems and Service Enterprise Security unit (ISS-ESU).

3.2 Hardware

- **3.2.1** All hardware platforms operating as a web server shall abide by all standards, policies and guidelines of the OCGBCC Enterprise Systems unit.
- **3.2.2** All hardware platforms operating as a web server shall reside on server hardware. Any exception shall require a documented wavier by the Information Systems and Services Enterprise Security unit (ISS-ESU).

3.3 Software

3.3.1 Web Server Platforms

3.3.1.1 Microsoft

Microsoft's Internet Information Server (IIS) is the approved, supported web server platform for OCGBCC.

3.3.1.2 Apache Software Foundation

Apache Software Foundation's HTTP Server (Apache) is approved but is unsupported. Any production use of (Apache) shall include an appropriate support model that is approved by the ISS-ESU.

3.3.1.3 Other

Other web server platforms may qualify for use, but shall require an evaluation, approval and a documented wavier by the ISS-ESU.

3.3.2 Databases

3.3.2.1 Location

A database server shall not reside on the same hardware platform as a web server.

3.4 Security

3.4.1 General

All web servers shall comply with all other documented ISS-ESU standards to include, but not limited to: virus, patch and account management.

3.4.2 Account Management

3.4.2.1 Local Account Access

Only accounts with local administrator privileges shall be allowed to log on locally to a web server.

3.4.2.2 Process/Application Accounts

All web server processes and applications shall run only under a low privilege local account. Web server processes shall not run under an account with domain, power user or a local administrator privileges.

3.4.2.3 Web Server Anonymous Accounts

Web server anonymous accounts shall only have read and execute permissions to folders/files within the web server directories. Change and delete permissions to folders/files that are directly accessible via a web browser shall not be granted to web server anonymous accounts.

3.4.3 Permissions

3.4.3.1 Operating System Permissions

ISS-ESU shall secure the operating system's file/folder permissions and security policies of all web servers. These permissions are to be modified solely by ISS-ESU.

3.4.3.2 Vendor/Third Party Access

Local administrator privileges on web servers are for authorized personnel only.

Access to vendors and any other third party shall be provided solely on a temporarily, case-by-case basis through ISS-ESU.

3.4.3.3 Developer Access

Developer access to web server content directories shall be available by WebDav or FrontPage server extensions only. Developers shall be granted "Author Pages" rights with the FrontPage Server Extensions

3.4.4 Java Server Engines

Java server engines are approved but are not supported. Any production use of a Java server engine shall include an appropriate support model that is approved by (ISS-ESU).

3.4.5 FTP

Web servers that also run an FTP server shall not map FTP directories to directories accessible via a web browser.

3.4.6 IIS Virtual Directories, Application Pools, Settings

Any and all creations, removals or modifications to IIS Settings, Virtual Directories, Application Directories, and Application Pools shall require the direct involvement and documented approval by the Information Systems and Service Enterprise Security unit (ISS-ESU).

3.4.7 Other

- Shares are not allowed on any directory accessible via web browser.
- Microsoft Windows web servers and any web application shall not be installed on the same drive as the host operating system.
- Executable files (.exe, .com, .bat, .dll, etc) shall not be placed into directories accessible via a web browser without the direct involvement and documented approval by the Information Systems and Service Enterprise Security unit (ISS-ESU).

4.0 Guidelines

• It is recommended that all web applications use the enterprise FTP and SMTP servers for all FTP/SMTP traffic.

5.0 Enforcement

Any web server not meeting the above criteria may be immediately disconnected from the OCGBCC network. Any employee found to have violated these policies may be subject to disciplinary action, up to and including termination of employment.

6.0 **Definitions** Term **Definition FTP** File Transfer Protocol – The protocol for exchanging files over the Internet. FTP works in the same way as HTTP for transferring Web pages from a server to a user's browser and SMTP for transferring electronic mail across the Internet in that, like these technologies, FTP uses the Internet's TCP/IP protocols to enable data transfer. FTP is most commonly used to download a file from a server using the Internet or to upload a file to a server. WebDav Web-based Distributed Authoring and Versioning – Extensions to HTTP that allows users to collaboratively edit and manage files on remote Web servers. **Front Page Extensions** A series of scripts that can be employed using Microsoft FrontPage, a visual **SMTP** Simple Mail Transfer Protocol – A protocol for sending e-mail messages between servers. In addition, SMTP is generally used to send messages from a mail client to a mail server.

ENTERPRISE SECURITY STANDARDS, POLICIES, AND GUIDELINES

SENSITIVE DATA AND ENCRYPTION STANDARD

7.0 Purpose

The purpose of this document is to ensure that all Orange County Government Board of County Commissioner's (OCGBCC) sensitive data is secured by using strong encryption algorithms that have received substantial public review and have been proven to work effectively. Orange County Information Systems and Services Enterprise Security unit (ISS-ESU) provides access to a variety of Encryption Services and Enterprise Certification Authorities (CA).

8.0 Scope

This document applies to all data transmitted and stored within the OCGBCC information systems. It applies to all OCGBCC employees, consultants, and all other affiliated third parties operating within the OCGBCC information systems and networks.

9.0 Policies

9.1 Activity

- **9.1.1** Any and all activity within and through the OCGBCC information systems involving encryption shall require direct involvement and documented approval by the Information Systems and Service Enterprise Security unit (ISS-ESU).
- **9.1.2** The ISS-ESU shall approve the storage and transfer of any data containing personal information and/or residing in the DMZ.

9.2 Encryption Algorithms

- **9.2.1** One of the following standard encryption ciphers shall be used to encrypt data. The key length for these algorithms shall be no less than 128bits:
 - Triple-DES (3DES)
 - Rijndael (AES)
 - RSA
 - Blowfish
 - Twofish
 - CAST
- 9.2.2 PGP is an approved encryption standard provided that the PGP private key used to encrypt and /or sign data has been generated using a cipher meeting the requirements in section 9.2.1.

9.3 Data Hashing

The following standard data hashing algorithms shall be used to hash data. The key length for the algorithms shall be no less than 128bits.

- MD5
- SHA-1
- SHA-2

9.4 SSL Certificates

Web Server, SSH, IMAPS, SMTPS SSL certificates should have key lengths of no less than 128bits.

9.5 Sensitive Data Stored on the Internal Network

- **9.5.1** Any data containing sensitive information, including, but not limited to: name, addresses, phone numbers, email addresses, birthdates, federal/state/local document numbers, account numbers, race or religious information, username and employee identification numbers should be encrypted at rest and in transit.
- **9.5.2** Any data containing social security numbers, passwords, HIPAA or bank information shall be encrypted at rest and during network transfers.
- **9.5.3** Any data classified as EPHI by HIPAA, or classified as secure information by PCI DSS requirements shall not be released to unauthorized parties.
- **9.5.4** Any information stored or transmitted on the OCGBCC network that can identify and/or compromise security systems shall be considered privileged information and shall not be released to unauthorized parties.

9.6 Sensitive Data Stored on the External DMZ Network

- **9.6.1** Any and all activity within and through the OCGBCC DMZ shall require direct involvement and documented approval by the Information Systems and Service Enterprise Security unit (ISSESU).
- **9.6.2** Any data accessible within the OCGBCC DMZ or directly accessible from it should be encrypted.

9.6.3 Any data accessible within the OCGBCC DMZ or directly accessible from it meeting the following criteria shall be encrypted at rest and in transit: name, addresses, phone numbers, email addresses, birthdates, federal/state/local document numbers, account numbers, race or religious information, usernames, passwords, employee identification numbers and all HIPAA and PCI information.

9.7 Data Backups

9.7.1 Any backup of OCGBCC should be encrypted. Sensitive data as listed in 9.5 of this document shall be backed up using encryption algorithm standards found in 9.2.

9.8 Laptops and Removal Devices

- **9.8.1** All laptop hard drives should be encrypted.
- **9.8.2** Any sensitive data (see section 9.5 of this document) stored on laptops and removable devices shall be encrypted.
- **9.8.3** All individuals who work with sensitive data (see section 9.5 of this document) shall have their laptop hard drives encrypted.

10.0 Guidelines

- SSL certificates issued to servers and applications used by internet users should be provided by commercial CA authorities (i.e. Verisign, Thawte) to avoid security warnings from being presented to the end users.
- SSL certificates issued to servers and applications used by internal OCGBCC resources should be issued by OCGBCC's Certification Authority.

11.0 Enforcement

Any employee found to have violated these policies may be subject to disciplinary action, up to and including termination of employment.

12.0 Definitions

Term	Definition
Encryption	Transforming understandable data into a form that is incomprehensible and that looks like random noise.
Hashing	An algorithm that takes an entire message and, through process of shuffling, manipulating, and processing the bytes using logical operations, generates a small message digest of the data.
DMZ	De-Militarized Zone – A computer term used for a protected network that sits between the Internet and the corporate network.
Certification Authority (CA)	In cryptography, a certificate authority or certification authority (CA) is an entity which issues digital certificates for use by other parties.
Bank Information	Checking account numbers, credit card numbers, or any unique number from a bank institution.
HIPAA	The federal Health Insurance Portability and Accountability Act of 1996
ЕРНІ	Electronic Protected Health Information is a set of identifiers defined by HIPAA § 164.514.
PCI DSS	The Payment Card Industry Data Security Standard (PCI DSS) is a set of requirements designed to ensure that all companies that process, store or transmit credit card information maintain a secure environment.

DMZ SECURITY STANDARD

13.0 Purpose

The purpose of this document is to establish requirements that will better manage and secure all platforms within the Orange County Government Board of County Commissioners (OCGBCC). The De-Militarized Zone (DMZ) is a secure environment with limited access to the OCGBCC internal network.

14.0 Scope

This document applies to all platforms located within the OCGBCC DMZ.

15.0 Goal

The goal of this document is to establish a solid foundation for which DMZ Security is built upon. DMZ Security is the basis for secure, remote resource and information access to OCGBCC information systems and networks. As such, attention to detail in the DMZ Security process is of utmost importance.

16.0 Audience

This document is intended for distribution to those that have any interaction with any system in the DMZ.

17.0 Roles

The Information Systems and Services Enterprise Security Unit (ISS-ESU) is solely responsible for the DMZ.

18.0 Policies

18.1 ISS-ESU Discretion

Any server found within the OCGBCC DMZ that does not meet the following criteria shall, at the discretion of the ISS-ESU, be immediately disconnected from the OCGBCC DMZ.

18.2 Activity

Any and all activity within and through the OCGBCC DMZ shall require direct involvement and documented approval by the ISS-ESU.

18.3 Web Servers

All internal ISS-ESU policies apply to the OCGBCC DMZ and are augmented by the DMZ Security Standard. The following differences are noted:

- **18.3.1** Microsoft Internet Information Server (IIS) version 5 or 6 shall be the only platforms within the OCGBCC DMZ to run as a Web or FTP server.
- **18.3.2** All platforms within the OCGBCC DMZ shall be patched immediately upon the release and testing by the ISS-ESU.

18.4 Administrative Rights

ISS-ESU shall be the only group with administrative rights to servers in the DMZ.

18.5 Production Servers

The OCGBCC DMZ shall host production servers only.

18.6 Remote Access

Remote Access to the OCGBCC DMZ shall be allowed only using Microsoft Terminal Services or Microsoft Remote Desktop protocols.

18.7 Traffic

18.7.1 Internet Activity

HTTP/HTTPS/FTP/SMTP/IMAPS are the only protocols allowed from the Internet into the DMZ.

18.7.2 Internal Activity

Traffic using the following protocols and ports from the DMZ to the internal network shall not be allowed: Kerberos, NetBIOS, Microsoft-DS, Microsoft SQL Server, Microsoft's Well Known Ports (88, 135, 137, 138, 139, 389, 445, 464, 530, 543, 544, 636, 749, 3389), LDAP, RPC, SMB, RDP, HTTP, HTTPS, DNS, JOLT.

18.7.2.1 All traffic shall first be approved by ISS-ESU before it can be considered for inclusion in the DMZ.

18.7.3 Routing

- **18.7.3.1** All approved access from the DMZ to the internal network shall be routed through a proxy server residing in the DMZ.
- **18.7.3.2** The Enterprise DMZ proxy server shall only use firewall conduits to access approved resources within the OCGBCC network.

18.8 Data

- **18.8.1** Any data accessible within the OCGBCC DMZ or directly accessible from it should be encrypted.
- 18.8.2 Any data accessible within the OCGBCC DMZ or directly accessible from it meeting the following criteria shall be encrypted at rest and in transit: name, addresses, phone numbers, email addresses, birthdates, federal/state/local document numbers, account numbers, race or religion information, usernames, passwords, employee identification numbers and all HIPAA and PCI information.
- **18.8.3** The OCGBCC DMZ shall not have access to data containing bank information.
- **18.8.4** The OCGBCC DMZ shall not have access to social security information.
- **18.8.5** The OCGBCC DMZ shall have read-only access to live data, if such data is also used by applications residing in the internal OCGBCC network.

19.0 Guidelines

- Should databases in policy 18.8.5 need to receive updates by the OCGBCC DMZ, the write operations should be made to a physically separate "staging" data repository. This separate data repository should contain only updates for the specific records being changed. An application server within the internal network should be used to apply the changes in the staging data repository to the live database.
- The DMZ should access data repositories in the internal OCGBCC network using SQL database calls.

20.0 Definitions	
Term	Definition
Bank Information	Checking account numbers, credit card numbers, or any unique number from a bank institution.
De-Militarized Zone (DMZ)	A computer term used for a protected network that sits between the Internet and the corporate network.
DNS	Domain Name System (or Service or Server) – An Internet service that translates domain names into IP addresses. Because domain names are alphabetic, they're easier to remember. The Internet however, is really based on numeric IP addresses. Every time you use a domain name, therefore, a DNS service must translate the name into the corresponding IP address.
FTP	File Transfer Protocol – The protocol for exchanging files over the Internet. FTP works in the same way as HTTP for transferring web pages from a server to a user's browser and SMTP for transferring electronic mail across the Internet in that, like these technologies, FTP uses the Internet's TCP/IP protocols to enable data transfer. FTP is most commonly used to download a file from a server using the Internet or to upload a file to a server.
Health Insurance Portability	HIPAA establishes regulations for the use and disclosure of any information
and Accountability Act (HIPAA)	about health status, provision of health care, or payment for health care that can be linked to an individual.
НТТР	HyperText Transfer Protocol – The underlying protocol used by the World Wide Web. HTTP defines how messages are formatted and transmitted, and what actions web servers and browsers should take in response to various commands.
HTTPS	HyperText Transfer Protocol over Secure Socket Layer (SSL) – By convention, URLs that require an SSL connection start with https: instead of just http:.
IMAPS	Internet Message Access Protocol – A protocol for retrieving e-mail messages. With IMAP4, you can search through your e-mail messages for keywords while the messages are still on mail server and, then, choose which messages to download to your machine.
LDAP	Lightweight Directory Access Protocol – A set of protocols for accessing information directories.
SSL	Secure Sockets Layer – A protocol for transmitting private documents via the Internet. SSL uses a cryptographic system that uses two keys to encrypt data – a public key known to everyone and a private or secret key known only to the recipient of the message.
SQL	Structured query language – SQL is a standardized query language for requesting information from a database.

ANTIVIRUS STANDARD

21.0 Purpose

The purpose of this document is to establish requirements that must be met by all computers connected to the Orange County Government Board of County Commissioners (OCGBCC) network to ensure effective virus detection and prevention.

22.0 Scope

This document applies to all OCGBCC computers running any version of the Microsoft Windows Operating Systems. This includes, but is not limited to, all servers, desktop computers, laptop computers, PC-based printers and appliances.

23.0 Policies

23.1 Virus Software – Servers

Kaspersky Anti-Virus for Servers shall be installed and enabled on all OCGBCC computers running any server version of the Microsoft Windows Operating Systems.

23.2 Virus Software – Workstations

Kaspersky Anti-Virus for Workstations shall be installed and enabled on all OCGBCC computers running any non-server version of the Microsoft Windows Operating Systems.

23.3 Virus Software – Exchange Servers

Kaspersky Enterprise Space Security Suite for Mail Servers shall be installed and enabled on all OCGBCC computers running Microsoft Exchange Server.

23.4 Virus Software – Internet Mail

All incoming and outgoing internet email shall be scanned by a Barracuda Appliance in the DMZ before being delivered.

23.5 Virus scanning

Antivirus software shall be running at all times on the computers on which it is installed. Real-time scanning of incoming and outgoing files shall be enabled at all times. Antivirus scans of all files and folders on servers shall be executed on a weekly basis in accordance with the schedules set in the Kaspersky Administration Kit Policies for Servers. Antivirus scans of all files and folders workstations shall be executed on a weekly basis in accordance with the schedules set in the Kaspersky Administration Kit Policies for Workstations.

24.0 Guidelines

- When employees receive unwanted and unsolicited emails, they should be deleted and should avoid replying to the sender. These messages should not be forwarded.
- Employees should never open any files or macros attached to an email from an unknown, suspicious or untrustworthy source. These attachments should be deleted immediately. These messages should not be forwarded.
- Employees should never download files from unknown or suspicious sources.

25.0 Enforcement

Kaspersky's antivirus products are installed on all servers and workstations during the initial installation of the operating systems, and are continuously monitored to ensure they are running. Any employee or temporary found to have willfully stopped and/or paused these programs will be considered to be violating these policies and may be subject to disciplinary action, up to and including termination of employment.

26.0 Definitions

Virus

Term Definition

A program or piece of code that is loaded onto your computer without your knowledge and runs against your wishes. Viruses can also replicate themselves. All computer viruses are manmade. A simple virus that can make a copy of its self over and over again is relatively easy to produce. Even such a simple virus is dangerous because it will quickly use all available memory and bring the system to a halt. An even more dangerous type of virus is one capable of transmitting itself across networks and bypassing security systems.



















































































