

Issue Date: February 16, 2015

**REQUEST FOR PROPOSALS FOR  
CASE MANAGEMENT INFORMATION SYSTEM  
SOFTWARE AND IMPLEMENTATION SERVICES**

**RFP #Y15-180-ZM**

The Orange County Board of County Commissioners, Orange County, Florida, invites interested parties to submit proposals **no later than 2:00 PM, Tuesday, March 17, 2015**, for providing a Case Management Information 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

**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](mailto:Zulay.Millan@ocfl.net). **You may contact Zulay Millan at any time during this process, including during the Black Out Period.**

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**REQUEST FOR PROPOSALS  
FOR  
CASE MANAGEMENT INFORMATION SYSTEM  
SOFTWARE AND IMPLEMENTATION SERVICES**

**RFP #Y15-180-ZM**

**PURPOSE**

The Orange County Board of County Commissioners, Orange County, Florida, is soliciting for Case Management Software with a fiscal reporting component for Family Services' Citizen Resource and Outreach Office.

**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, March 17, 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. ACCEPTANCE/REJECTION/CANCELLATION**

The County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment best serves the interest of the County, or to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority. 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, 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 [www.floir.com/companysearch/](http://www.floir.com/companysearch/) and A.M. Best Ratings are available at [www.ambest.com](http://www.ambest.com))*

**Required Coverage:**

Commercial General Liability - The 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.

The certificate holder shall read:

Orange County Board of County Commissioners  
c/o Procurement Division  
400 E. South Street, 2<sup>nd</sup> 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:



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

- **Orange County Lobbyist Regulations General Information**  
<http://www.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/DEPARTMENTS/County\\_Admin/docs/CodeCH17-313.pdf](http://www.orangecountyfl.net/Portals/0/Resources/Internet/DEPARTMENTS/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](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](mailto:zulay.millan@ocfl.net) no later than 5:00 PM Tuesday, February 24, 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. DEBRIEFING OF PROPOSERS**

Not later than thirty (30) days after Board approval of a selection or shortlist, a proposer may submit a written request to the applicable contract administrator or purchasing agent for a debriefing on the evaluation of their proposal. The contract administrator/purchasing agent will schedule a meeting with the Proposer for the debriefing. However, at the Proposer's request, the debriefing may be conducted via telephone conference 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 identify specifically** any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law**. If a Proposer fails to cite the applicable exempting law, we will treat the information as public.

**19. BUSINESS ASSOCIATE AGREEMENT**

The Business Associate Agreement at Exhibit C shall govern all matters necessary to enforce the provisions of the HIPAA Privacy and Security 45 CFR Parts 160, 162, and 164 as applicable to this contract.

## 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 ½ x 11 inch paper, bound individually with a type size no less than 10 point.
3. Hard copy proposals and copies shall be clearly organized **with a labeled divider for each section and sub-section**, 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.
5. 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 an on-site Proposer presentations, software demonstrations with on-site fact-finding. Phase 3 will evaluate the price proposal, location and M/WBE participation and evaluate eligibility for bonus points as indicated below.

<u>Selection Criteria Weight per Phase</u>	
Phase 1 (Written Proposal)	45
Phase 2 (Demonstration/Presentation)	25
Phase 3 (Cost & M/WBE)	30
<b>TOTAL</b>	<b>100</b>

Welfare Transition and Dislocated Workers Hires	5 Bonus Points
Registered SDV SubContractor Hires	10 Bonus Points
Registered SDV Prime proposers	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 – EVALUATION DETAIL

Proposals will be evaluated in this Phase based on the written proposal. The proposal shall include the qualifications of the technical team, technical software 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, at pages 15-19, will be calculated based on the following weighted criteria.

<u>SECTION</u>	<u>SELECTION CRITERIA</u>	<u>WEIGHT</u>
1.2	Proposer Qualifications & References	14
1.3	Technical Approach	14
1.4	Functional Approach	17
	<b>TOTAL</b>	<b>45</b>

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 14 for section 1.3 resulting in a weighted score of 42 (3 X 14).

**3. PHASE 2 – 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 shall be notified of their scheduled presentation date as soon as possible. The County will provide further instructions when notifying proposers that they have successfully advanced to Phase 2.

At the onsite proposal presentations/demonstration, proposers will make an oral presentation and provide a demonstration of their proposed solution. The presentation will 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 have 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 210 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.

<b><u>SECTION</u></b>	<b><u>SELECTION CRITERIA</u></b>	<b><u>WEIGHT</u></b>
2.1	Project Presentation	5
2.2	Software Demonstration Tasks	10
2.3	Project Team Interview	10
	<b>TOTAL</b>	<b>25</b>

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 5 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 – EVALUATION DETAIL**

Proposers with a cumulative score of 210 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.

<b>SECTION</b>	<b>SELECTION CRITERIA</b>	<b>WEIGHT</b>
2.1	Price Proposal	20
2.2	M/WBE Utilization	10
	<b>TOTAL</b>	<b>30</b>

Welfare Transition and Dislocated Workers Hires	5 Bonus Points
Registered SDV SubContractor Hires	10 Bonus Points
Registered SDV Prime proposers	5 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, therefore all questions must be answered to obtain the highest possible score. 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 in Section 1.1.1, items a, b & c will deem this proposal non-responsive and result in withdrawal from further consideration.

##### 1.1.1 **County Standards**

A written statement certifying full Compliance without exception of the following Orange County Standards, attached hereto as Exhibits 1, 2 and 3.

- a) Technology Standards, (see Exhibit 1)
- b) Enterprise Security Standards, (see Exhibit 2)
- c) Software Compliance Workflow Requirements (see Exhibit 3)

#### 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) 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.

##### 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 resume for each team member describing experience, training and education relative to the scope of services herein.
- b) The history of the proposed team working together on past projects.

### **1.2.3 References**

Provide five (5) references for which you have successfully implemented the proposed solution or a similar variation thereof. For each reference include the following information:

- a) Client information including business name, line of business, and address.
- b) Client Information Technology contact information including name, email address and phone number.
- c) Client Project Manager's contact information including name, email address and phone number.
- d) The project start and end date.
- e) A detailed description of the work performed.
- f) A description with supporting details on whether the project deliverables were submitted on schedule and on budget.
- g) A list of the staff/ sub-contractors involved in the implementation including the type of work and percentage of total effort performed by each.

## **1.3 TECHNICAL APPROACH**

### **1.3.1 Documentation**

- a) Provide a system overview of the proposed solution inclusive of a pictorial (illustrative) representation depicting all major interfaces.
- b) For each application of the proposed solution, provide the original development date, the date and version number of the last two (2) releases and the date of any upcoming releases.
- c) Provide a copy of the proposed solution's standard software and hardware installation guide(s).

### **1.3.2 Database**

- a) Describe the database in terms of referential integrity. How does the proposed solution ensure that relationships between tables remain consistent?
- b) Describe the database integrity in terms of commit and rollback. How does the proposed solution ensure that data is saved permanently and visibly? Detail the proposed solution's rollback capabilities?
- c) Describe the database in terms of recovery. How does the proposed solution restore data that has been lost, accidentally deleted, corrupted or made inaccessible for some reason?

- d) Describe the database in terms of encryption. How does the proposed solution protect transmitted data as well as data at rest?
- e) Describe the database in terms of store and forward. How does the proposed solution store data offline and initiate data transmission once connectivity is reestablished?
- f) Describe the extent of detail provided by the proposed solution's audit trails/ audit log?

### **1.3.3 Application Security**

- a) Describe the proposed solution in terms of Application Security, detail the measures by user, group, field, menu, function, record and all other areas applicable.
- b) Describe the application logins in terms of Security, detail if the application encrypts passwords, limits the number of login attempts, time-outs, required password formatting /strength and the duration before password expiration. Detail if the application utilizes a single sign on.

## **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:

- a) Describe how client data is entered and organized within the Case Management Information System (CMIS). Explain the editing capabilities within this function.
- b) Describe the search function of the CMIS software, including the types of fields can be used to search for a client or household.
- c) Describe how the CMIS displays client/household's profile information, including fields that will be displayed for this type of screen.

- d) Provide a detailed description of the CMIS software's appointment scheduling and tracking function. Include the number of personnel, number of appointment slots and time frames that this function is capable of tracking.
- e) Detail how the CMIS software generates an intake application for services. Provide a minimum of one (1) example.
- f) List the specific functions offered for case note entry within the CMIS. Detail the capabilities of this page such as types of note entry, service categories, editing/formatting capabilities, date stamps, ability to append, administrative locks, ease of use, etc.
- g) Describe how the CMIS software allows a user to add new client/household information and/or client/household information.
- h) Describe how the CMIS software handles transferring individual clients from one household to another household.
- i) Describe how the CMIS tracks the status of a case/client request.
- j) Detail how referrals to outside agencies are tracked.
- k) Describe the "to do" or task list function within the CMIS.
- l) Describe in detail the types (fields) of information that the CMIS will capture on vendors and/or providers including a service and financial tracking component.
- m) Describe how the CMIS routes a financial voucher request from one user to another designated user.
- n) Explain how the system generates vouchers for payment to a vendor and/or provider.
- o) List of the types of forms that the CMIS can generate and whether any of those forms are user editable.
- p) Explain the system's ability to import and generate forms that are not a part of the CMIS system.
- q) Explain how a new program/service can be added to the CMIS, i.e. how would we add a new program/service such as Rapid Rehousing to the programs/services included in CMIS at implementation.
- r) Explain how the CMIS software shall integrate a GIS mapping system data export to populate a field with specific information from the GIS system such as a district location, which is based on a client's address. Detail the formatting requirements for this data.

- s) Detail the full functionality of the fiscal reporting component within the CMIS software.
- t) Describe the accounting and analysis function of the CMIS; the fund and bank reconciliation function; and the “running checkbook” balance function.
- u) Describe a solution for exporting specified data elements from the CMIS software as a file (i.e. csv) or to an external accounting software such as QuickBooks. Additionally, detail how the CMIS software can create a CVS or Excel spreadsheet with specified data elements that could be exported to an external financial software.
- v) List the types of reports and queries that can be generated from the data captured within the CMIS and how they are saved.
- w) Describe the software’s ability to run user generated custom reports.
- x) Explain how the software can export reports to an external source: Word, Excel or PDF.
- y) Explain the process for migrating and converting data from prior software system to the new CMIS and limitations, if any.

## 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, software 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 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 SOFTWARE DEMONSTRATION

Immediately following the presentation, the proposing team shall conduct a live demonstration of the proposed software. The demonstration shall not exceed five (5) hours. The demonstration will include a step by step demonstration on how the software 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.

	Scenario Description	Software Elements / Supporting Information
<b>Client Screening/Intake</b>		
1	Demonstrate the process for screening a client for program services.	Ability to search for client by name, case#, SSN, address or phone and ability to view services received with dates.
2	Show a case profile for a pre-existing client. (Refer to Exhibit 4, Household Profile Information Example)	Basic information should include name, address, SSN, DOB, phone, gender and race for all household members with primary household member indicated (applicant).

	<b>Scenario Description</b>	<b>Software Elements / Supporting Information</b>
3	Demonstrate how to view client/household case history.	Services received, financial assistance issued, current and previous addresses, appointments, notes, etc.
4	Demonstrate how to add a new client for program services.	Add a new client and assign a case number.
5	Demonstrate how to add an assigned case number - not generated by the system.	
6	Schedule an appointment for a new client for program services.	
7	Schedule an appointment for a pre-existing client for program services.	
8	Demonstrate how to add, delete or modify an appointment.	Appointments
9	Demonstrate how to edit case information for client already in the system.	Update client information (case)
10	Demonstrate how to assign a program type to a case.	Program assignment
11	Demonstrate how to assign a client (case) to a case manager.	Case assignment
12	Demonstrate a calendar/scheduling function that allows a user to book appointments with multiple personnel over multiple days.	Scheduling function
13	Demonstrate how to check-in a client when they arrive for the appointment.	Scheduling function
14	Demonstrate how to view all scheduled appointments with case active managers.	Scheduling function
<b>Case Management</b>		
15	Show how a case manager can search for scheduled appointments by client name, social security number or case number.	Calendar function
16	Demonstrate how to update case information or add supplemental information to a case/household.	Household information
17	Demonstrate the financial screen to document household income and expenses.	Financial information
18	Demonstrate case management workflow by approving two cases for assistance and denying the third.	Ability to enter program eligibility status

	<b>Scenario Description</b>	<b>Software Elements / Supporting Information</b>
19	Demonstrate how to add, pend and close an action item on a case.	Case action
20	Case Managers will use the CMIS to approve financial payments to vendors/providers. Show how to search for a vendor/provider by company name, address, owner's name/DBA, and tax identification number	Vendor search Example for DBA = the parent company is ABC corporation, but the vendor operates under a DBA of Dover Apartments
21	Show two examples of processing financial assistance for payment to a specific provider or vendor.	Process financial assistance request by generating a file.
22	Demonstrate process for approving and issuing a voucher to a vendor.	Issue financial assistance voucher
23	Demonstrate process for routing a financial assistance voucher to a designated user to review and approve, pend or deny funds for disbursement.	Fiscal reviews information
24	Demonstrate the ability to maintain an on-going vendor list by: 1) updating information on a vendor already in the system and 2) adding a new vendor to the list.	Vendor list Update/edit/add vendor information
25	Demonstrate how to make referrals to other programs, outside agencies, or others for services.	Referrals
26	Demonstrate the process for documenting case activity by entering case notes. Show how software records/documents case notes (time-date stamp).	Case notes
27	Show system editing capabilities – updates and error corrections, specifically under case notes.	
28	Show how to schedule a follow-up appointment.	Scheduling
29	Show an audit report for case activities.	Case activities
30	Show function that allows worker to view active cases.	My Caseload
31	Show how the system allows the case manager to track action items and how that information can be updated to reflect the status.	To do list



	<b>Scenario Description</b>	<b>Software Elements / Supporting Information</b>
32	Demonstrate the printing capabilities of the software that will allow a user to print documentation of appointments, requests for more information, reports and program specific forms.	Printing
<b>Fiscal</b>		
33	Demonstrate the notification process to inform designated staff that a worker has routed a financial assistance voucher for review.	Disbursement Queue: Action item from case manager to fiscal.
34	Show how to edit financial disbursement information, if needed.	
35	Route a payment voucher request back to a case manager, if more information is needed.	
36	Show process to void/stop a voucher payment to a vendor/service provider.	Funds should automatically be added back to account balance
37	Demonstrate how to search and locate all voucher disbursements to a specific vendor/service provider.	
38	Demonstrate how to review voucher disbursements by a specified time frame, date, case number, worker, and disbursement history.	Financial Disbursements – review accounting transactions.
39	Show how to view a client's financial assistance disbursement history.	Financial Assistance summary
40	Demonstrate system accounting and analysis functions.	Deposits, withdrawals, etc.
41	Demonstrate how the CMIS maintains a running “checkbook” balance on vouchers issued, voids, and deposits.	
<b>Reports / Interfaces</b>		
42	Demonstrate how to generate a query on any data field or any combination of data fields within the system or database.	
43	Demonstrate the customizable reporting/data query tools your software supports, including the ability to summarize data in specified fields (Example: Household Demographics)	

	<b>Scenario Description</b>	<b>Software Elements / Supporting Information</b>
44	Demonstrate the customizable reporting/data query tools your software provides to summarize and calculate (added function) data in specified fields. (Example: Total financial assistance issued by a program in 30 days).	
45	Demonstrate a tabular report generated by your software. (Refer to Exhibits 5A-5C for examples of reports that need to be captured.)	
46	Demonstrate any dashboard style reports your software can generate	
47	Demonstrate a formatted (non-tabular) report generated by your software (Refer to Exhibit 6 for example)	
48	Demonstrate how to create customized reports filtered by type (i.e Standard, Customized, All or Excel)	Could be for a specific time frame, worker, demographics, fiscal, etc.
49	Demonstrate how to export a report to an external source. List file formats that your system can export to (Word, Excel, Text, etc.)	
50	Demonstrate how to direct reports for printing to a local or network printer.	
<b>Security</b>		
51	Demonstrate how to view user profile information. This will include a user password change function to update password as needed.	User profile
52	Ability to change user access to screens based on job function.	User profile
53	Include a demonstration of how security works to only allow authorized users to perform a function	
54	Demonstrate how security settings are managed. Specifically demonstrate 1) how users can be restricted from accessing and/or editing information based on organizational role, the users department, and project role; and 2) demonstrate how initial permissions are determined.	
<b>Freeform</b>		

	<b>Scenario Description</b>	<b>Software Elements / Supporting Information</b>
55	Demonstrate any functionality that you feel will help Orange County better understand how your software will fulfill the requirements laid out as per above.	

### **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 2 hours. 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 software 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 Citizen Resource and Outreach Office 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

#### PRICE 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 210 will 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 PRICE 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 Software Term Licensing (Consultant Hosted)**

Provide the detailed Initial licensing cost for the software application you are proposing to use to arrive at a total fixed cost. The licensing shall be term licensing and hosted by the proposer.

##### **3.1.2 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.

##### **3.1.3 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.

##### **3.1.4 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.

### **3.1.5 Data Conversion**

Provide a detailed description of the tasks necessary for conversion of all Orange County's customer data. 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 Costs for Years 1-5**

#### **3.1.10.1 Year 1 Maintenance Costs**

Provide a detailed description of the anticipated annual support and maintenance costs for the software post Final System Acceptance to arrive at a total fixed cost.

#### **3.1.10.2 Year 2 Annual Licensing and/or Maintenance Costs**

Provide a detailed description of the anticipated annual licensing and/or annual maintenance costs for the software post year 1 to arrive at a total fixed cost.

#### **3.1.10.3 Year 3 Annual Licensing and/or Maintenance Costs**

Provide a detailed description of the anticipated annual licensing and/or annual maintenance costs for the software post year 2 to arrive at a total fixed cost.

#### **3.1.10.4 Year 4 Annual Licensing and/or Maintenance Costs**

Provide a detailed description of the anticipated annual licensing and/or annual maintenance costs for the software post year 3 to arrive at a total fixed cost.

#### **3.1.10.5 Year 5 Annual Licensing and/or Maintenance Costs**

Provide a detailed description of the anticipated annual licensing and/or annual maintenance costs for the software post year 4 to arrive at a total fixed cost.

**PRICE PROPOSAL  
EXHIBIT B**

**3.1.11 Total Cost 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:

<u>DESCRIPTION</u>	<u>TOTAL FIXED COST</u>
3.1.1 Software Licensing	\$ _____
3.1.2 Finalize Requirements	\$ _____
3.1.3 Implementation	\$ _____
3.1.4 Interface Development	\$ _____
3.1.5 Data Conversion	\$ _____
3.1.6 Reports/Queries	\$ _____
3.1.7 Training	\$ _____
3.1.8 Post Production Support	\$ _____
3.1.9 Other Costs	\$ _____
3.1.10 Post Final System Acceptance (Years 1-5)	\$ _____
<b>3.1.11 TOTAL FIXED COST:</b>	<b>\$ _____</b>

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**COMPANY NAME**

### 3.2 M/WBE, WELFARE RECIPIENT HIRES AND SERVICE DISABLED VETERAN HIRES

- (1) 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.
- (2) 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.

- (3) 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 contract execution.

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

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

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

**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](http://ocfl.net), the Proposer should obtain a copy of their Orange County registration and/or contact the Business Development Division at 407-836-7317 for verification of registration. Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola counties) are eligible for Orange County registration.
- E. Proposers shall submit signed Letters of Intent with their proposal. Proposers for all current Orange County registered 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 contract execution.

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

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

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

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

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

**The proposer shall 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")

**3.7.6 Leased Employee Affidavit**

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

**3.7.7 Acknowledgement of Addenda, if applicable**

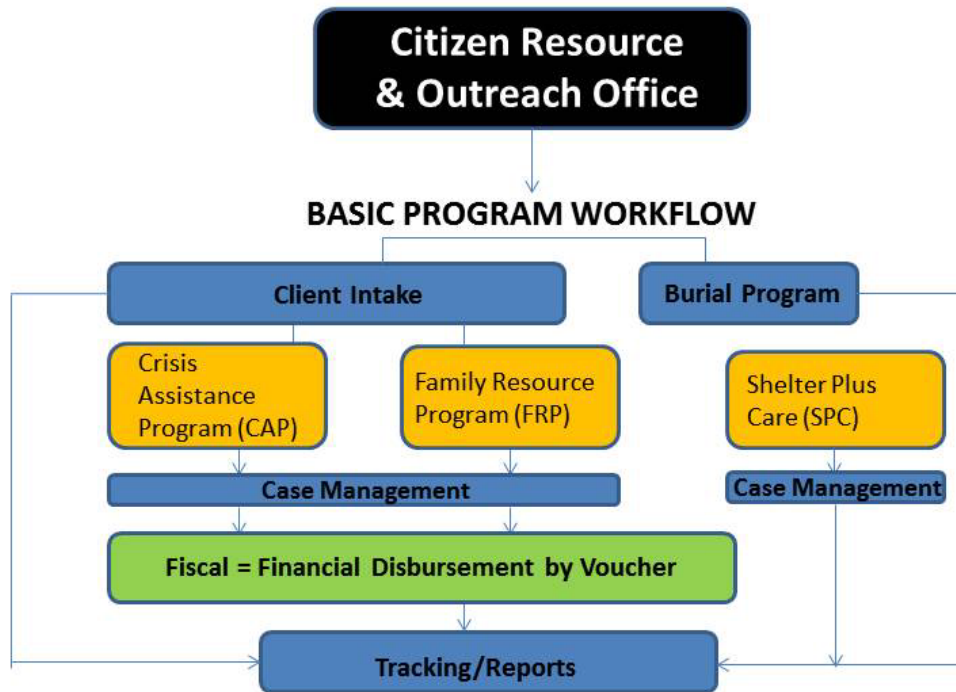


## SCOPE OF SERVICES

### 1. OVERVIEW

The Consultant shall provide a Case Management Information System (CMIS) with a fiscal accounting component that shall meet the County's requirements as specified herein.

The CMIS must meet the needs of Family Services' Citizen Resource & Outreach Office (CR&OO) programs/services as indicated in the chart below as well as offer the ability to add new programs/services.



### 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. SOFTWARE REQUIREMENTS SPECIFICATION

#### A. Operational Functions

The CMIS shall include the following three (3) primary workflow functions: Screening/Intake, Case Management, and Fiscal Accounting (Financial Disbursements). For details, refer to Exhibit 4, Primary Workflow Functions.

## 1. Screening/Intake

For this function, the CMIS shall have the ability to:

- a) Search for an individual by name, case number, or social security number.
- b) View basic household profile information screen that will include a household member list and demographic data (see Exhibit 5).
- c) View household case/service history to include financial assistance issued and the date of receipt.
- d) Schedule appointments using a calendar function.
- e) Add, delete or modify appointments.
- f) Generate an intake application to include the following basic household information: names, social security numbers and demographics of all household members; physical address; mailing address; phone number/s and type of request.
- g) Add a new client/household or update information for preexisting clients already in the system.
- h) Book and track appointments with multiple personnel over multiple days.
- i) Assign a case number to a client/household.
- j) Assign a client/household to a specific program.
- k) Assign a client/household to a specific worker.

## 2. Case Management

For this function, the CMIS shall have the ability to:

- a) Search for client/household scheduled for appointment by name, social security number or case number.
- b) Add or update individual and/or household information.
- c) Financial screen to document income and expenses.
- d) Document the following case activities with a time/date stamp:
  - (1) Appointments
  - (2) Case status
  - (3) Case notes

- (4) Referrals
  - (5) Services
  - (6) Approved financial assistance
  - (7) Processed financial assistance vouchers
- e) Enter a case status i.e. pend, approve or deny for services.
  - f) Set a follow-up reminder for any pending information.
  - g) Document case activity including record a service such as a home visit.
  - h) Add/edit case notes.
  - i) Make referrals to outside agencies or providers.
  - j) "To do" or task list function and notification system that allows a user to track case activity and/or needed actions.
  - k) Add, edit or modify vendor/service provider information including legal name, DBA, address and tax identification number type of TIN (i.e. Federal ID Number or Social Security Number)
  - l) Search for vendors/service providers by company name, address, or tax identification number.
  - m) Generate financial assistance requests to be paid to a specific vendor or service provider for rent, utilities, transportation, etc.
  - n) Route generated financial assistance requests to a designated user to review and approve funds for financial disbursement.
  - o) Generate a file or financial voucher to include these data fields: client's name, address and social security number; case number; assistance type (i.e rent, electric, etc.); date; transaction amount; provider/vendor name and address; voucher number; comments and worker name.
  - p) Print the following required information for clients:
    - (1) Scheduled appointments
    - (2) Requests for more information
    - (3) Forms

### 3. Fiscal/Financial Disbursements

For this function, the CMIS shall have the ability to:

- a) Review list of all requested payment vouchers — processed and unprocessed. This would be a type of voucher disbursement cue to be accessed by designated staff.
- b) Receive alerts when case managers approve payment vouchers for processing.
- c) Edit financial disbursement information.
- d) Route payment voucher requests back to case manager if voucher is not approved.
- e) Review all voucher disbursements for a specified time frame, case number, worker, disbursement history, etc.
- f) Search and locate all voucher disbursements to a specific service providers/vendor.
- g) Make withdrawals from and deposits into a revolving fund account.
- h) Maintain running “fund” balance (vouchers issued, voided, deposits).
- i) Perform accounting and fiscal analysis of funds dispersed by the program.
- j) Include a fund and bank reconciliation function or have the ability to export specified data fields/elements to an external file (i.e. csv) or fiscal software such as QuickBooks.

#### B. License Requirements

Licenses shall be per named user, or an enterprise model:

Anticipated # of Named Users
50

#### C. Reporting/Case Tracking

1. For this function, the CMIS shall have the ability to:
  - a. Review caseloads of a specific worker or group.
  - b. Create and run customized reports for a specified time frame.
  - c. Generate queries on any data field within the software.
  - d. Create an audit report for case activities by individual or caseload.
  - e. Generate reports for a given time frame by:
    - i. Program
    - ii. Worker

- iii. Demographics
- iv. Financial assistance approved by workers
- v. Financial assistance issued to vendors
- vi. Client names, case number and status (active or inactive).
- vii. Number of clients served by a program
- viii. Vendor
- f. Run a query on fields with a dollar amount.
- g. Save customized reports.
- h. Export reports to an external source: Word, Excel or PDF.
- i. Preview and print reports and queries.

D. Data Imports

It is required that the System import periodic data from the County's GIS mapping system. The fields to transfer include but are not limited to political subdivisions including municipalities and commission districts.

E. Data Conversion

1. The Consultant shall migrate the previous two (2) years of Citizen Resource & Outreach Office data from the current software system, Softscape. The migration will include the following past and current data types for each household that exists within the system:
  - a) Case number
  - b) First, last and middle initial (if listed) of primary household member/client
  - c) Full names of each household member
  - d) Birthdates of each household member
  - e) Relationship of each household member to head of household
  - f) Social security numbers
  - g) Current address information including district number
  - h) Mailing Address
  - i) Phone numbers
  - j) Household demographics (gender and race/ethnicity of each member)
  - k) Financial assistance information including vendor, amount, date and type of assistance, i.e. rent or utilities
  - l) Vendor information including tax identification numbers
  - m) Case notes

4. SCHEDULE OF DELIVERABLES

	<u>Item</u>	<u>Required</u>	<u>Contact Person</u>
A.	CMIS implementation schedule shall be finalized	Within thirty (30) days of contract award or as otherwise authorized by the County.	County Project Manager

- |    |   |  |                        |
|----|---|--|------------------------|
| B. | CMIS System shall be available for testing.           | Within ninety (90) days of contract award or as otherwise authorized by the County.  | County Project Manager |
| C. | CMIS Data Conversion shall be finalized               | Within ninety (120) days of contract award or as otherwise authorized by the County. | County Project Manager |
| D. | Initial CMIS training on software finalized           | Within ninety (150) days of contract award or as otherwise authorized by the County. | County Project Manager |
| E. | CMIS live environment tested, finalized, and launched | Within ninety (180) days of contract award or as otherwise authorized by the County. | County Project Manager |

**5. TRAINING REQUIREMENTS**

The Consultant shall provide remote training and on-site training for fifty (50) end users and administrators.

Anticipated # of End Users	Anticipated # of Administrators
40	10

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.

**6. 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 (2) 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 (Refer to Exhibit 6, Technical Support Response Times, for description chart of a Non-critical Problem and examples);
- 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 (Refer to Exhibit 6, Technical Support Response Times, for description chart of a Critical Problem and examples);
- 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 Service.

## **7. ACCEPTANCE CRITERIA**

### **A. Functional Demonstration**

The Consultant shall demonstrate the system features to the County for verification of the functional requirements as defined in the Scope of Service. 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 will 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 Service. 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.

**8. 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.**

9. **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.

EMERGENCY CONTACT

Emergency Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Residence Telephone Number: \_\_\_\_\_

**ACKNOWLEDGEMENT OF ADDENDA**

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

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_ Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_ Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

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

**RFP Number & Title: Y15-180-ZM**

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.

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

The above reflects (Check One):  Orange County Workforce  Total Permanent Workforce (Outside Orange County)  
 For Construction Projects Only: Do you intend to hire new employees for the project?  Yes  No If yes, how many approximately?

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

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

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

**SCHEDULE OF SUB-CONTRACTING - M/WBE PARTICIPATION FORM**

**RFP Number & Title: Y15-180-ZM**

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

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

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

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

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

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

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

**SCHEDULE OF SUB-CONTRACTING - SDV PARTICIPATION FORM**

RFP Number & Title: Y15-180-ZM

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

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

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

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

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

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

## 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.

### PRIME CONTRACTOR

### PERCENTAGE OF WORK ASSIGNED

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

### SUBCONTRACTOR / SUBCONTRACTOR

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

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

## CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

### CHECK ONE

- [ ] To the best of our knowledge, the undersigned bidder has no potential conflict 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, or property interest for this project.

## LITIGATION STATEMENT

### CHECK 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/or 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)

\_\_\_\_\_  
TITLE

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

**AUTHORIZED SIGNATORIES/NEGOTIATORS**

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

Name Title Telephone Number/Email

---

---

---

---

(Signature)

(Date)

(Title)

(Name of Business)

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

**Type of Organization**

Sole Proprietorship     Partnership     Non-Profit  
 Joint Venture     Corporation

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

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

**THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE BIDDER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.**

Federal I.D. number is \_\_\_\_\_



## DRUG-FREE WORKPLACE FORM

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

Name of Business

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

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

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Date

**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 Above Firm: \_\_\_\_\_

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

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

Verification: I certify that the below individual are 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 MWBE UTILIZATION)**

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

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

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

M/WBE Sub-Contractor
Specific Scope(s) of Work/Services
Subcontract Percentage/Amount

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

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

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

## LETTER OF INTENT

### (VERIFICATION OF SERVICE-DISABLED VETERAN UTILIZATION)

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

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

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

---

Service-Disabled Veteran Sub-Contractor

---

Specific Scope(s) of Work/Services

---

Subcontract Percentage/Amount

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

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

---

Authorized Agent of Prime Contractor

Date

---

Printed Name & Title

---

Authorized Agent of Service-Disabled Veteran Sub-Contractor

Date

---

Printed Name & Title

---

Service-Disabled Veteran Address

---

City

State

Zip Code

---

Phone Number

Fax Number

## E VERIFICATION CERTIFICATION

Contract No.Y15-\_\_\_\_\_-\_\_\_\_\_

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-**\_\_\_\_\_-\_\_\_\_\_, \_\_\_\_\_, within the state of Florida.

NAME OF CONTRACTOR: \_\_\_\_\_

ADDRESS OF CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

**Part I**

**INFORMATION ON PROPOSER:**

Legal Name of Applicant:

\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

Business Phone: (     ) \_\_\_\_\_

Facsimile: (     ) \_\_\_\_\_

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

Name of Applicant's Authorized Agent:

\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

Business Phone: (     ) \_\_\_\_\_

Facsimile: (     ) \_\_\_\_\_

**Part II**

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

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

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

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

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

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

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

---

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(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 \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public  
Notary Public for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Staff signature and date of receipt of form

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



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

**WHAT IS THE RELATIONSHIP DISCLOSURE FORM?**

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

**WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?**

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

**WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?**

Form OC CE 2D should be completed and filed by the owner of record, contract purchaser, or authorized agent. Form OC CE 2P should be completed and filed by the 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 great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee. (See Section 112.312(21), Florida Statutes.)

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

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

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

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

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

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

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

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

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

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

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

### **CONCLUSION:**

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

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

### ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

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

**This is the initial Form:** \_\_\_\_\_  
**This is a Subsequent Form:** \_\_\_\_\_

#### **Part I**

**Please complete all of the following:**

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

\_\_\_\_\_

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

\_\_\_\_\_

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

1. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
2. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
3. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
4. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
5. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
6. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
7. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
8. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_

**Part II**

**Expenditures:**

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

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

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

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

**Part III**

**Original signature and notarization required**

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

\_\_\_\_\_ Date

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

Printed Name and Title of Person completing this form:

\_\_\_\_\_

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

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

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

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public  
Notary Public for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Staff signature and date of receipt of form

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

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

**WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?**

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

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

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

**WHO NEEDS TO FILE THE SPR?**

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

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

**HOW ARE THE KEY RELEVANT TERMS DEFINED?**

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

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

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

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

#### **DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?**

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

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

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

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

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

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

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



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

**CONCLUSION:**

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

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

**AGENT AUTHORIZATION FORM**

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

\_\_\_\_\_

\_\_\_\_\_

Signature of Bidder

Date

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

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

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

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public  
Notary Public for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**LEASED EMPLOYEE AFFIDAVIT**

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

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

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

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

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

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

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

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

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

Name of Contractor: \_\_\_\_\_

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

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



# 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).

<b>PRODUCER</b> 1. Name of Agent or Broker Street Address City, State, Zip	<b>CONTACT NAME:</b> _____
	<b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____
	<b>INSURER(S) AFFORDING COVERAGE</b> _____ <b>NAIC #</b> _____
<b>INSURED</b> 2. Name of Insured Street Address City, State, Zip	INSURER B : _____
	INSURER C : <b>3.</b> _____
	INSURER D : _____
	INSURER E : _____
	INSURER F : _____

**COVERAGES**                      **CERTIFICATE NUMBER:** \_\_\_\_\_                      **REVISION NUMBER:** \_\_\_\_\_

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

INSR LTR	TYPE OF INSURANCE	ACOU INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	8. LIMITS
3.	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	4.	5.	6.	7.		EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COM/OP AGG \$ _____ _____ \$ _____
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS 9. _____						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ _____ \$ _____
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ _____ \$ _____
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 10. <input type="checkbox"/> Y <input type="checkbox"/> N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____
11.							

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if 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.

<b>CERTIFICATE HOLDER</b> 13. Orange County Board of County Commissioners Procurement Division 400 E. South Street Orlando, Florida 32801	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 14. _____

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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 L TR 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.
6. **POLICY NUMBER:** A policy number should be listed for each line of coverage for which commercial insurance is being provided.
7. **POLICY EFFECTIVE/EXPIRATION 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.
9. **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.

**EXHIBIT B-1**

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

**EXHIBIT B-2**

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, 2 <sup>ND</sup> 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 your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

## EXHIBIT B-3

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### WORKERS COMPENSTION AND EMPLOYEES LIABILITY INSURANCE POLICY WC 00 03 13

2<sup>ND</sup> Reprint

*Effective April 1, 1984*

Advisory

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#### 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, 2<sup>ND</sup> FLOOR  
ORLANDO, FL 32801

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©NCCI Holdings, Inc.



**EXHIBIT B-4**

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, 2<sup>ND</sup> 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 Work, 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**

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of \_\_\_\_\_, as more specifically set forth in the Scope of Services detailed in Exhibit "A" and the Consultants Proposal dated \_\_\_\_\_.

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

**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".

### **ARTICLE 3 - PAYMENTS TO CONSULTANT**

- 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 milestone basis at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. 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.

### **MILESTONE PAYMENTS**

1. 15% Invoiced upon the County's acceptance of the Consultant's implementation schedule.
2. 15% Invoiced upon System availability for testing by the County.
3. 20% Invoiced upon CMIS data conversion completed and accepted by the County.
4. 10% Invoiced upon completion of all staff training.
5. 20% Invoiced upon commencement of System acceptance period.
6. 20% Invoiced upon Final System acceptance.
7. Software License, Maintenance and Support Year 1, invoiced upon the County's Final System Acceptance for the period commencing upon Final System Acceptance through 12 months.
8. Software License, Maintenance and Support Year 2, invoiced 12 months post County's Final System Acceptance.
9. Software License, Maintenance and Support Year 3, invoiced 24 months post County's Final System Acceptance.
10. Software License, Maintenance and Support Year 4, invoiced 36 months post County's Final System Acceptance.
11. Software License, Maintenance and Support Year 5, invoiced 48 months post County's Final System Acceptance.
12. Software License, Maintenance and Support beyond year five (5) shall be offered to COUNTY on a year-to-year basis thereafter, except that the annual licensing, maintenance and 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](http://www.bls.gov). In the event that COUNTY accepts an offer for future software licensing, such acceptance shall be issued by Amendment.

- 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 Prompt Payment Act.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state “final invoice” 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.

#### **ARTICLE 4 - TRUTH IN NEGOTIATION CERTIFICATE**

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. Termination for Convenience**

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

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

## **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**

- A. 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 Business Development Division. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the COUNTY. Quarterly updated M/WBE utilization reports and Employment Data, Schedule of Minorities and Women reports are to be submitted every quarter during the term of the contract. Additionally, the CONSULTANT shall ensure that the M/WBE participation percentage proposed in the Consultant's Proposal submitted for this Contract is accomplished.
- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.

- C. The CONSULTANT shall be responsible for reporting local minority/women employment percentage levels within the firm and the minority/women employment percentage levels that the firm anticipates utilizing to fulfill the obligations of this Contract. The report(s) shall be submitted to the Business Development Division, on a quarterly basis during the life of the Contract.
- D. The awarded prime CONSULTANT shall furnish written documentation evidencing actual dollars paid to **all sub-consultants** utilized by the prime CONSULTANT on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the COUNTY may determine actual MWBE participation achieved by the prime CONSULTANT prior to the issuance of final payment.
- E. 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. The COUNTY may at its discretion require copies of subcontracts/purchase orders for the non-M/WBE's listed on **SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM** and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-M/WBE sub-consultants certifying that a prompt payment clause has been included in that contract or purchase order.
  3. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONSULTANT and sub-consultants (including those with non-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/CONTRACTOR to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

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

## **ARTICLE 8 – SERVICE-DISABLED VETERAN (SDV) REPORTING**

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 not 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 [www.floir.com/companysearch/](http://www.floir.com/companysearch/) and A.M. Best Ratings are available at [www.ambest.com](http://www.ambest.com))

Required Coverage:

- Commercial General Liability - The 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, 2<sup>nd</sup> 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.

#### **ARTICLE 13 - SUCCESSORS AND ASSIGNS**

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.

### **ARTICLE 29 – WELFARE RECIPIENTS**

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 e-verification before placement on this contract. The contractor further confirms his commitment to comply with this requirement by completing the E- Verification certification.

**ARTICLE 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 36 – PRICE ESCALATION (CPI)**

The County may allow a price escalation provision within this award.

The original contract prices shall be firm for the entirety of the initial (5 year) contract period. A price escalation/de-escalation will be considered at the time of contract renewal and at 1-year intervals thereafter, provided the Contractor notifies the County, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the contract renewal date. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at [www.bls.gov](http://www.bls.gov).

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

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

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

**CPI-U Calculation Example:**

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

A price increase may be requested only at each time interval specified above, using the methodology outlined in this section. To request a price increase, Contractor shall submit a letter stating the percentage amount of the requested increase and adjusted

price to the Orange County Procurement Division. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. The maximum allowable increase shall not exceed 4%, unless authorized by the Manager, Procurement Division. If approved, the price adjustment shall become effective on the contract renewal date. All price adjustments must be accepted by the Manager, Procurement Division and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed.

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

**ARTICLE 37 - NOTICE**

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

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and if sent to the CONSULTANT shall be mailed to:

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**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:

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Company Name

---

Johnny Richardson, CPPO, CFCM  
Procurement Division Manager

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Signature

---

Date

---

Typed Name

---

Title

---

Date

## Exhibit C

### BUSINESS ASSOCIATE AGREEMENT

#### RECITALS

**WHEREAS**, Orange County meets the definitions of a hybrid entity 45 CFR § 164.10.

**WHEREAS**, Orange County has been designated as a hybrid entity under the HIPAA Privacy and Security Rules 45 CFR § 164.105.

**WHEREAS**, Orange County, as a hybrid entity, pursuant to 45 CFR § 164.105(a)(2)(iii)(D) has documented that Health Services Department is a health care component of the County and as such will be treated as a Covered Entity.

**WHEREAS**, in connection with providing services to the Covered Entity (“Services”) by the Business Associate, the Covered Entity discloses to the Business Associate certain Protected Health Information (“PHI”) that is subject to protection under the HIPAA Privacy and Security Rules 45 CFR Parts 160,162, and 164.

**WHEREAS**, the HIPAA Privacy and Security Rules requires that Covered Entity receive adequate assurances that the Business Associate will comply with certain obligations with respect to the PHI received in the course of providing Services to or on behalf of Covered Entity; and

**WHEREAS**, the purpose of this Agreement is to comply with the requirements of the HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164.

**NOW, THERFORE**, in consideration of the terms, conditions, covenants, agreements and obligations herein stated, the Parties agree as follows:

#### DEFINITIONS

**Terms.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR §§ 160.103, 162,103, 164.103, 164.402, and 164.501.

**Designated Record Set.** A group of records maintained by or for a covered entity that is: A group of records maintained by or for a covered entity that is: (A) The medical records and billing records about individuals maintained by or for a covered health care provider; (B) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (C) Used, in whole or in part, by or for the covered entity to make decisions about individuals. For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for a covered entity.

**Disclosure.** The release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.

**HIPAA Privacy and Security Rules.** Standards for Privacy, Security, Breach, Notification, and Enforcement at 45 CFR Parts 160, 162 and 164.

**Individual.** The person who is the subject of PHI, and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

**Individually Identifiable Health Information.** Information that is a subset of health information, including demographic information collected from an individual, and: (A) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and (B) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

**Privacy Officer.** The individual designated by the County or Covered Entity, pursuant to 45 CFR § 164.530, who is responsible for the development and implementation of the Covered Entity's policies and procedures as they related to the HIPAA Privacy and Security Rules.

**Protected Health Information.** Protected Health Information ("PHI") is individual identifiable health information that is or has been created, received, transmitted or maintained in any form or medium, on or behalf of the Covered Entity, with the exception of education records covered by the Family Educational Rights and Privacy Act, as amend, 20 U.S.C. 1232g, and the health care records of students at post-secondary educational institutions or of students eighteen (18) years of age or older, used exclusively for their health care treatment which have not been disclosed to anyone other than a health care provider at the student's request.

**Required by law.** Required by law shall have the same meaning as the term "required by law" in 45 CFR § 164.103.

**Secretary of HHS.** Secretary of Health and Human Services or any other officer or employee of Health and Human Services ("HHS") to whom the authority involved has been delegated.

**Security Incident or Incident.** Security Incident or Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI contained in any form or interference with system operations in an information system that contains PHI.

**Use.** With respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

## SCOPE OF AGREEMENT

**INDEPENDENT STATUS OF PARTIES.** The Parties agree that they are and shall be independently responsible for complying, and shall independently comply, with the HIPAA Privacy and Security Rules as it may be amended from time to time. The Parties further agree that they are and shall be responsible for their own actions and conduct and shall not assume responsibility for the actions and conduct of one another. The Parties agree that they are and shall independently maintain all corporate formalities establishing separate and individual control by each organization's board of directors, as applicable.

Business Associate acknowledges that the confidentiality requirements herein apply to all its employees, agents and representatives. Business Associate assumes responsibility and liability for any damages or claims, including state and federal administrative proceedings and sanctions, the County, including costs and attorneys' fees, resulting from the breach by Business Associate of the confidentiality requirements of this Agreement.

### **PRIVACY OF PROTECTED HEALTH INFORMATION.**

**Permitted Uses and Disclosures of PHI by Business Associate.** Business Associate may use or disclosure PHI received from Covered Entity to its officers and employee. Business associate may disclose PHI to a business associate that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit PHI on its behalf if the business associate obtains satisfactory assurances in accordance with 45 CFR §164.504(e)(1)(i) that the subcontractor will appropriately safeguard the information. All other uses or disclosures not authorized by this Agreement or otherwise governed by law are prohibited.

**Responsibilities of Business Associate.** Regarding the use or disclosure of PHI, Business Associate agrees to:

Only use or further disclose the PHI as allowable under this Agreement or applicable law.

Only use or further disclosure PHI in a manner that would not violate the HIPAA Privacy and Security Rules if done so by the Covered Entity.

Establish and implement appropriate procedure, physical, and technical safeguards to prevent improper access, uses, transmissions, or disclosures of PHI and procedures for mitigating to the greatest extents possible under the circumstances any deleterious effects from any improper access, use, or disclosure of PHI that Business Associate reports to Covered Entity. Safeguards shall include, but are not limited to, the implementation and use of electronic security measures to safeguard electronic data, requiring employees to agree to access, use, or disclose PHI only as permitted or required by this Agreement and taking related disciplinary action for inappropriate access, use or disclosure as necessary.

Report to Covered Entity's Privacy Officer, in writing, any access, use or disclosure of the PHI not permitted or required by this Agreement of which Business Associate becomes aware within two (2) days of Business Associate's discovery of such unauthorized use or disclosure.

Ensure that Business Associate's subcontractors or agents to whom Business Associate provides PHI, received from, created, or received by the Business Associate on behalf of the Covered Entity, agree to the same restrictions and conditions that apply to the Business Associate with respect to PHI, and ensure that its subcontractors or agents agree to establish and implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the PHI that it creates receives, maintains, or transmits on behalf of Covered Entity.

Make Business Associate's records, books, accounts, agreements, and policies, and procedures relating to the use and disclosure of PHI received from, created, received by Business Associate on behalf of Covered Entity, available to the Secretary of HHS for purposes of determining Covered Entity's compliance with the regulation.

Use or disclosure to its subcontractors, agents, other third parties, and Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder.

Provide information to Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of disclosures within five (5) days of receiving a written request from Covered Entity, if Business Associate maintains a Designated Records Set on behalf of Covered Entity.

At the request, of, and in the time and manner designated by Covered Entity, provide access to the PHI maintained by Business Associate to Covered Entity or individual, if Business Associate maintains a Designated Records Set on behalf of Covered Entity.

At the request, of and in the time and manner designated by Covered Entity, make any amendment(s) to the PHI when directed by Covered Entity, if business Associate maintains a Designated Record Set on behalf of Covered Entity.

Establish and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI Business Associate creates, receives, maintains or transmits on behalf of Covered Entity.

Report to Covered Entity any Security Incident involving PHI that Business Associate discovers.



**Compliance with Covered Entity's Policies.** Business Associate hereby agrees to abide by Covered Entity's policies and practices relating to the confidentiality, privacy, and security of PHI.

**Use of PHI for Management and Administration or Legal Responsibilities of Business Associate.** The Business Associate may use PHI received by the Covered Entity pursuant to this Agreement for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

However, Business Associate will only be allowed to use PHI for the aforementioned uses if (A) the disclosure is required by law; or (b) the Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, AND the person notified the Business Associate of any instances in which the person is aware of a confidentiality breach of PHI.

**Data Aggregation Services.** With respect to PHI created or received by the Business Associate in its capacity as the Business Associate of the Covered Entity, Business Associate may combine such PHI it has received from the Covered Entity with the PHI received by the Business Associate in its capacity as a Business Associate of another Covered Entity to permit data analysis that relate to the health care operation of the respective Covered Entity, if data analyses is part of the Services that Business Associate is to provide to Covered Entity.

**Compliance.** Business Associate agrees to keep all PHI confidential and secure in compliance with the provisions of this Agreement and according to current state and federal laws.

## **CONFIDENTIALITY**

- 4.1 In the course of performing under this Agreement, each Party may receive, be exposed to, or acquire the confidential information including, but not limited to, all information, data, reports, records, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in any computer database or computer readable form, as well as any information identifiable as confidential ("Confidential Information") of the other Party.
- 4.2 For purposes of this Agreement, Confidential Information shall **not** include PHI, the security and privacy of which is the subject of this Agreement. The Parties including their employees, agents, or representatives shall (A) not disclose to any third party the Confidential Information of the other Party except as otherwise permitted by this Agreement, (B) only permit use of such Confidential Information by employees, agents, and representatives having a need to know in connection with performance under this Agreement, and (c) advise each of their employees, agents, and representatives of their obligations to keep such Confidential Information confidential.

- 4.3 This provision shall not apply to Confidential Information: (A) after it becomes publically available through **no fault** of either Party; (B) which is later publically released by either Party in writing; (C) which is lawfully obtained from third parties without restrictions; or (D) which can be shown to be previously known or developed by either Party independently of the other Party.

## SECURITY

- 5.1 **Security of Electronic Protected Health Information.** Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI (as defined in 45 C.F.R. §160.103) that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity consistent with the HIPAA Privacy and Security Rules.
- 5.2 **Reporting Security Incidents.** Business Associate will report to the Covered Entity and County's Privacy Officer any Incident of which Business Associate becomes aware that is (1) a successful unauthorized access, use or disclosure of Electronic PHI; or (2) (a) modification or destruction of Electronic PHI or (b) interference with system operations in an information system containing Electronic PHI.

## REPORTING REQUIREMENTS

- 6.1 **Reporting.** The Business Associate shall make a good faith effort to identify any use or disclosure of protected information not provided for in this Agreement.
- 6.2 **To Covered Entity.** The Business Associate will report to the Covered Entity and the County's Privacy Officer, within (2) business days of discovery, any use or disclosure of PHI not provided for in this Agreement of which the Business Associate is aware. The Business Associate will report to the Covered Entity and the County's Privacy Officer within twenty-four (24) hours of discovery, any Security Incident of which the Business Associate is aware. A violation of this paragraph shall be a material violation of this Agreement. Such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

Title: Orange County's Privacy Officer,  
Health Services Department  
Telephone: (407)836-7611  
Fax: (407)246-5343  
Address: 2002 A. E. Michigan Street, Orlando, FL 32806  
E-Mail: randy.lewis@ocfl.net

- 6.2.1. Reports of Security Incidents shall include a detailed description of each Incident(at a minimum to include the date of the Incident, the nature of the Incident, the information involved, whether the information was accessed, disclosed, used, modified, destroyed, etc., and the identities of the individual(s)

and their relationship to the Business Associate, a description of the Business's response to each Incident, and the name and title of the individual the Covered Entity should contact for additional information.

6.2.2 Business Associate will conduct such further investigation as is reasonably required by the Covered Entity and promptly advise the Covered Entity of additional information pertinent to the Incident.

6.2.3 Business Associate will cooperate with Covered Entity in conducting any required risk analysis related to such Security Incident(s).

6.2.4 Business Associate will cooperate with Covered Entity in complying with any applicable notification requirements pursuant to the Breach Notification Rule and/or pursuant to Florida law (including but not limited to Florida Statutes Section 817.5681), and in taking steps determined by Covered Entity to be necessary to mitigate any potential harm caused by a Security Incident. Business Associate will pay and/or reimburse Covered Entity for any reasonable expenses Covered Entity incurs in notifying individuals of, and /or mitigating potential harm caused by a Security Incident caused by Business Associate and/or its subcontractors or agents.

6.3 **To Individuals.** In the case of a breach of PHI discovered by the Business Associate, the Business Associate shall first notify the Covered Entity and the County's Privacy Officer of the pertinent details of the breach and upon prior approval of the County's Privacy Officer shall notify each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired or disclosed as a result of such breach. Such notification shall be in writing by first-class mail to the individual (or the next of kin if the individual is deceased) at the last known address of the individual or next of kin, respectively, or, if specified as a preference by the individual, by electronic mail. Where there is insufficient, or out-of-date contact information (including a phone number, email address, or any other form of appropriate communication) that precludes written (or, if specifically requested, electronic) notification to the individual, a substitute form of notice shall be provided, including, in the case that there are ten (10) or more individuals for which there is insufficient or out-of-date contact information, a conspicuous posting on the web site of the Business Associate involved or notice in major print or broadcast media, including major media in the geographic areas where the individuals affected by the breach likely reside. In any case deemed by the Business Associate to require urgency because of possible imminent misuse of unsecured PHI, the Business Associate may also provide information to individuals by telephone or other means, as appropriate.

6.4 **To Media.** In the case of a breach of PHI discovered by the Business Associate where the unsecured PHI of more than five hundred (500) persons is reasonably believed to have been, accessed, acquired, or disclosed, after prior approval by the

Covered Entity, the Business Associate shall provide notice to prominent media outlets serving the State or relevant portion of the State involved.

6.5 **To HHS.** The Business Associate shall cooperate with the Covered Entity to provide notice to the Secretary of HHS of unsecured PHI that has been acquired or disclosed in a breach. If the breach was with respect to five hundred (500) or more individuals, such notice must be provided immediately. If the breach was with respect to less than five hundred (500) individuals, the Business Associate may maintain a log of such breach occurring and annually submit such log to the Covered Entity so that it may satisfy its obligation to notify the Secretary of HHS documenting such breaches occurring in the year involved.

6.6 **Content of Notices.** All notices required under this Attachment shall include the content set forth 45 C.F.R § 164.404. Notification to individuals except that references therein to a "covered entity" shall be read as references to the Business Associate.

Regardless of the method by which notice is provided to individuals under this section, notice of a breach shall include, to the extent possible, the following:(1) a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; (2) a description of the types of unsecured PHI that were involved in the breach (such as full name, social security number, date of birth, home address, account number, or disability code); (3) the steps individuals should take to protect themselves from potential harm resulting from the breach; (4) a brief description of what the covered entity involved is doing to investigate the breach, to mitigate losses, and to protect against any further breaches; (5) contact procedures for individuals to ask questions or learn additional information, which shall include a toll free telephone number, an e-mail address, web site, or postal address.

6.7 **Financial Responsibility.** The Business Associate shall be responsible for all costs related to the notice required by this Section.

6.8. **Mitigation.** Business Associate shall mitigate, to the extent practicable, any harmful effects that is known to the Business Associate of use or disclosure of PHI in violation of this Agreement and the HIPAA Privacy and Rules

## TERMINATION

7.1 **Automatic Termination.** Covered Entity is authorized to automatically terminate this Agreement, if it determines that the Business Associate has violated a material term of the Agreement.

7.2 **Opportunity to Cure or Terminate.** At the Covered Entity's sole discretion, Covered Entity may either (a) provide notice of breach and an opportunity for Business Associate to reasonably and promptly cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach, or end the violation within the

reasonable time specified by Covered Entity, or (b) immediately terminate this Agreement if business Associate has breached a material term of this Agreement and cure is not possible.

7.3 **Effects of Termination.** Termination of this Agreement shall not affect any claim or rights that arise based on the acts or omissions of the parties prior to the effective date of termination.

7.4 **Duties of Business Associate Upon Termination.**

7.4.1 When this Agreement is terminated, the PHI that Business Associate received from, created, or received on behalf of Covered Entity must be destroyed or returned to Covered Entity, at the Business Associate's expense, including all PHI in the possession of Business Associate's subcontractors or agents. However, if Business Associate determines that returning or destroying PHI is not feasible, Business Associate must maintain the privacy protections under this Agreement and according to applicable law for as long as Business Associate retains the PHI, and Business Associate may only use or disclose the PHI for specific uses or disclosures that make it necessary for Business Associate to retain the PHI.

7.4.2 If Business Associate determines that it is not feasible for Business Associate to return PHI in the subcontractor's or agent's possession, Business Associate must provide a written explanation to covered Entity of such reasons and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions contained in this Agreement to the subcontractor's or agent's use or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses or disclosures for the purposes that make the return or destruction of the PHI not feasible.

## MISCELLANEOUS

8.1 **Agreement Subject to All Applicable Laws.** The Parties recognize and agree that this Agreement and their activities are governed by federal, state, and local laws, including the regulations, rules, and policies of the U.S. Department of Health and Human Services including, but not limited to, HIPAA Privacy and Security Rules and its accompanying regulations. The parties further recognize and agree that this Agreement is subject to new legislation as well as amendments to government regulations, rules, and police, and agree to amend this Agreement accordingly.

8.2 **No Third party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties any rights, remedies, obligations, or liabilities whatsoever.

- 8.3 **Survival.** The rights and obligations of the Parties in Articles III, IV, V, VI and Sections 7.4, 8.6, 8.8, 8.9 shall survive termination of this Agreement indefinitely.
- 8.4 **Amendment.** This Agreement may be revoked, amended, changed, or modified only by a written amended executed by both Parties.
- 8.5 **Assignment.** This Agreement, including each and every right and obligation referenced herein, shall not be assigned by the Business Associate without the express prior written consent of the County.
- 8.6 **Enforcement Costs.** If any legal action or other proceedings, including arbitration, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable court costs and all expenses, if not taxable as court costs, incurred in that action or proceeding, including all appeals, in addition to any other relief to which such Party or Parties may be entitled. Such enforcement costs shall not be dischargeable in bankruptcy.
- 8.7 **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Rules.
- 8.8 **Indemnification.** Business Associate agrees to defend, indemnify and hold harmless Covered Entity, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.
- 8.9 **Execution/Authority.** Each signatory to this Agreement represents and warrants that he or she possesses all necessary capacity and authority to act for, sign, and bind the respective entity or person on whose behalf he or she is signing.
- 8.10 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Florida to the extent not preempted by the Privacy Rules or other applicable federal law.
- 8.11 **Inconsistencies.** In the event of any inconsistency or the more stringent provision shall apply to Business Associate.

**Notice.** All notices and other communications under this Agreement shall be in writing and shall be deemed received when delivered personally or when deposited in the U.S. mail, postage prepaid, sent registered, or certified mail, return receipt requested, or sent via nationally recognized and receipted overnight courier service, to the Parties at their

respective principal office or record as set forth below or as designed in writing from time-to-time. No notice of a change of address shall be effective until received by the other Party(ies)

**Health Services Department**

Director, Health Services/EMS  
2002 A E Michigan St  
Orlando, FL 32806  
(407) 836-7611

Copy to:

Orange County Administrator  
Administration Building, 5th Floor  
201 S Rosalind Avenue  
Orlando, FL 32801

- 8.12 **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law. It is further the intention of the Parties that if any provision of this Agreement were capable of two constructions, one that rendered the provision void and one that renders the provision valid, then the provision shall have the meaning that renders it valid.
- 8.13 **Successors and Assigns.** Business Associate shall not assign either its obligations or benefits under this Agreement without the expressed written consent of the Covered Entity, which shall be at the sole discretion of the Covered Entity. Given the nature of this Agreement, neither subcontracting nor assignment by the Business Associate is anticipated and the use of those terms herein does not indicate that permission to assign or subcontract has been granted.
- 8.14 **Venue.** Any action or proceeding seeking to enforce any provision, or based on any right arising out of this Agreement shall be brought against any of the Parties in the courts of the State of Florida, County of Orange and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue therein. Process in any action or proceeding referred to in the proceeding sentence may be served on any Party anywhere.
- 8.15 **Waiver and Breach.** No failure by a Party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement shall constitute a waiver of any

such breach or such covenant, agreement, term, or condition. Any party may waive compliance by the other Party with any of the provisions of this Agreement if done so in writing. No waiver of any provision shall be construed as a waiver of any other provision or any subsequent waiver of the same provision.



## EXHIBIT 1

### ORANGE COUNTY BCC

#### Orange County Florida Technology Standards - Systems Hosted by Vendors

#### **Authorized Products**

##### **Software**

- ◆ Microsoft Windows 7 Professional with IE 8
  - ◆ 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.
- ◆ Microsoft Office 2010 or greater (Standard or Professional Suite)
- ◆ Active X controls - any application requiring the use of Active X controls must be pre-approved 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 administrator permissions
- ◆ Java 1.6\_17 – Only supported version of Java
- ◆ Silverlight 5 Build 5.1.20125.0
- ◆ No Desktop sharing, remote control, or remote communications software such as Remote Desktop may be required
- ◆ No locally installed IIS or web components
- ◆ Preference is given to any hosted solution not requiring installation of local software or configuration files

##### **Network Connectivity**

- ◆ TCP/IP is the only acceptable networking protocol
- ◆ Cisco VPN
- ◆ Hosted applications must be accessible from devices with automatically assigned network settings (all settings automatically supplied by DHCP, no fixed addresses)

##### **Client Based Databases**

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

##### **Peripherals and Accessories**

- ◆ Must support printing and scanning from network shared devices and locally attached devices.

##### **Prohibited Products**

The following locally installed databases or run-time libraries are not allowed

- |             |           |
|-------------|-----------|
| ◆ SQL       | ◆ Paradox |
| ◆ MS Access | ◆ FOXPRO  |
| ◆ Dbase     | ◆ MySQL   |
| ◆ RBASE     |           |

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.

## **EXHIBIT 2**

### **ORANGE COUNTY BCC**

#### **Orange County Florida Enterprise Security Standards - Systems Hosted by Vendors**

##### **1.0 Purpose**

The purpose of this policy is to establish a standard in order to execute the proper retrieval, storage, transmission, processing, and handling of electronic data.

##### **2.0 Scope**

This document applies to all vendors, networks, systems, and applications that will transmit, process, store, or handle electronic data provided by Orange County Government Board of County Commissioners (OCGBCC).

##### **3.0 Audience**

This document is intended for distribution to those that are involved in the retrieval, storage, transmission, processing, and handling of electronic data.

##### **4.0 Policies**

###### **4.1 Data Input and Processing**

**4.1.1** Any use of Social Security Number information shall adhere to and abide by Florida Statutes, specifically F.S. 119.071.

**4.1.2** The hosted application shall not have access to social security information.

**4.1.3** The hosted application shall not have access to data containing bank information.

**4.1.4** The hosted application shall not be granted direct or indirect access to OCGBCC Active Directory usernames.

**4.1.5** The hosted application shall not have access to the OCGCC internal or DMZ networks.

###### **4.2 Data Storage and Handling**

**4.2.1** Any data accessible from the hosted application 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.

**4.2.2** Any data accessible from the hosted application or directly accessible from it should be encrypted.

###### **4.3 Transmission of Data**

**4.3.1** Any data referenced above shall be transmitted within an encrypted tunnel.

###### **4.4 Disposal of Data**

Once data is no longer needed or must be removed from the system it shall be sanitized and disposed using one of the methods below:

- 4.4.1 Sanitization - Overwriting of data previously stored on a disk or drive with a random pattern of meaningless information.
- 4.4.2 Destruction - Physically damaging a medium so that it is not usable by any device that may normally be used to read information on the media such as a computer, tape reader, audio or video player.
- 4.4.3 Purging data - Using strong magnetic devices; such as a degausser, it is possible to render data unrecoverable.

**4.5 External Audit**

- 4.5.1 The vendor must ensure that the web hosting environment and the application is secured using information security best practices.
- 4.5.2 The external service, system, and application must pass a yearly penetration test performed by Orange County ISS personnel.

**5.0 Definitions**

<b>Term</b>	<b>Definition</b>
<b>Electronic Media</b>	Physical objects on which data can be stored, such as hard drives, zip drives, CD-ROMs, DVDs, USB drives, and tapes.
<b>Sanitization</b>	To expunge data from storage media so that data recovery is impossible.
<b>Physical Destruction</b>	A sanitization method for optical media, such as CDs.
<b>Florida Statue 119.071</b>	Detailed guidelines on usage of Social Security information

**EXHIBIT 3**  
**ORANGE COUNTY BCC**  
Software Compliance Workflow Requirements

**IMPORTANT NOTICE TO VENDORS:** Before submitting a written proposal, please review the mandatory CMIS software requirements listed below:

The CMIS software with a fiscal reporting component shall be capable of supporting the following processes by having the ability to:

**a) Screening/Intake**

1. Search for individuals by name, case number or social security number.
2. View a basic household profile for a pre-existing client to include no less than the following information: case number, household member names and social security numbers.
3. View client/household service history.
4. Generate an intake application (request for services) for new or pre-existing clients.
5. Edit/update case/household information for new and pre-existing clients.

**b) Case Management**

1. Enter a case status – approved, pending or denied.
2. Add, edit or delete vendor/provider information into the CMIS database. This information must include the company name and address, tax identification number or social security number, contact information and type of service provided.
3. Search for a vendor/provider by company name, owner name, tax identification number or social security number.
4. Access the list vendors/providers already entered in the system.
5. Process client/household financial assistance requests such as rent, utilities and/or other basic needs.
6. Create a financial assistance voucher for payment to a vendor/provider that has been entered into the CMIS.
7. Enter and edit case notes.
8. View active cases by worker and program.
9. Print information for client such as appointments, requests for more information, needed forms, etc.
10. Re-assign client/household/case to a different program.

**c) Fiscal**

1. Process to review financial assistance voucher requests by date or worker.
2. Has a process that allows designated staff to review and approve or deny financial assistance requests.
3. Search and locate all check or voucher disbursements to a specific vendor/service provider.
4. View a voucher disbursement history by worker, client name or vendor/provider name within a user defined date range.

#### d) Record Management

1. Assign case numbers to households.
2. Auto-generate record numbers that can be overwritten by user.
3. Provides a method to allow an administrative user the ability to merge records and select the surviving record number.
4. Update information in real time after a change has been made.
5. Handles multiple users accessing records, reports and documents simultaneously.

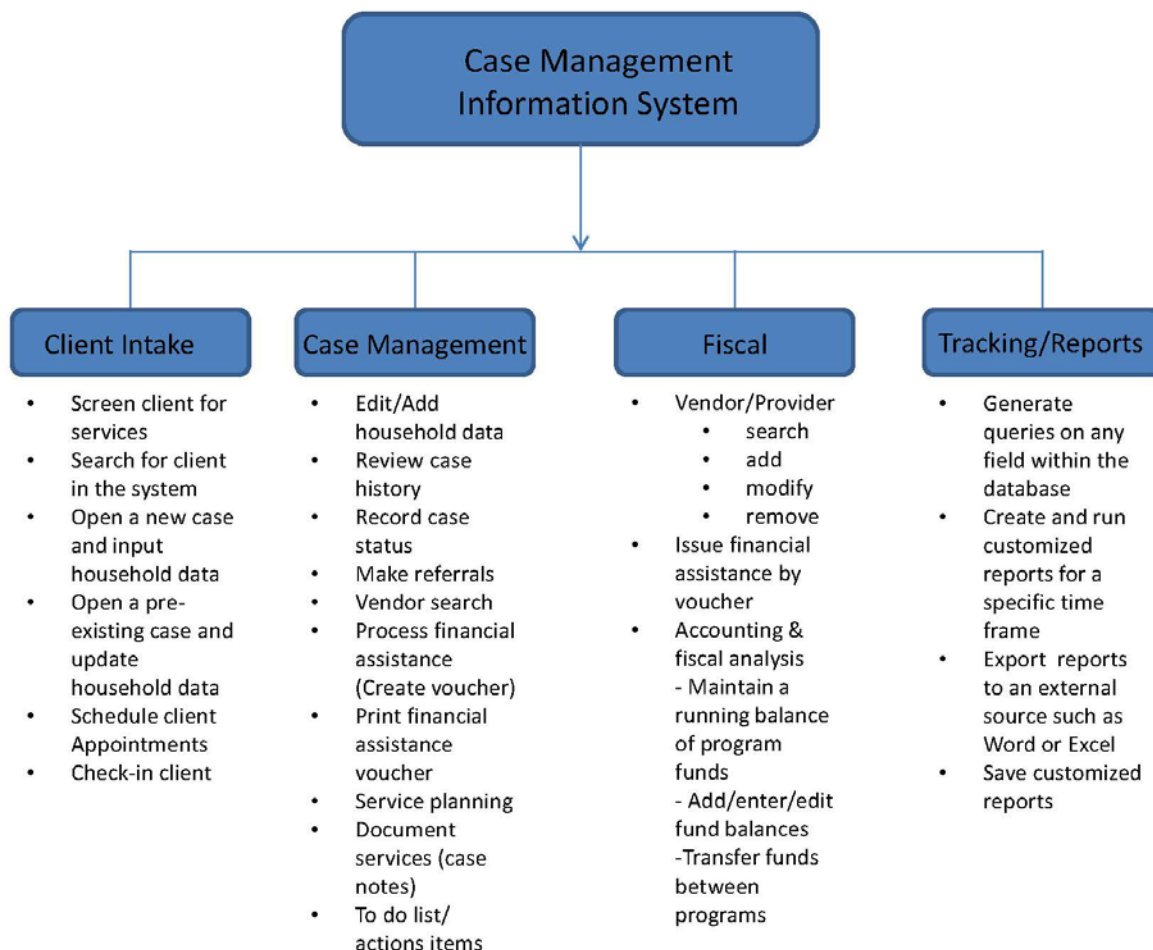
#### e) Reporting & Forms

1. Generate a query on any data field or any combination of data fields within the system or database.
2. Print reports from any combination of fields in the database.
3. Standard or canned reports can be modified by users or administrator.
4. Create and run customized reports for a specified time frame.
5. Export a report to an external source such as Word, Excel, and PDF.
6. Save customized query reports.

#### f) Interface Functionality

1. Export data to other applications such as Word, Excel, Text, etc.
2. Direct printouts to a LAN printer on the network.

The CMIS for Family Services' Citizen Resource & Outreach Office will support three (3) primary workflow functions with a tracking/reports functions as per the chart below:



## EXHIBIT 4 HOUSEHOLD PROFILE INFORMATION EXAMPLE\*\*

**Income System**
Search

Assistance
Case File Notes

Family Member
Edit...
Additional Information

Name	SSN / ID	Age	Ethnicity	Sex	Usda	Work Status	Employment & Ir
	DOE-11-1111	62	Unknown		<input type="checkbox"/>		Earned \$0.00
	DOE-77-1111	25	Unknown		<input checked="" type="checkbox"/>	Student	\$0.00
	DOE-88-1122	0	Unknown		<input type="checkbox"/>	Non Labor	\$0.00

**Energy**
Family
Expenses

Primary Fuel | Electric

Energy Allowance | \$0.00

Avg. Utility Expenses | \$96.83

Regular Utility Subsidy |  Yes

Applications other Energy (DOE) Programs

Weatherization

EHEAP

FL | 32811-4334

Location Zones

FL | 32811-4334

Cell/Pager | (321)555-7777

Exemption Qualification F

Member of Indian Tribe |  Yes

Income Exempt |  Yes

\$0.00

\*\*Data in this example represents a sample household, not an actual one.

**EXHIBIT 5A**

**TABULAR REPORTS  
Demographics**

<b>Program Participant Characteristics</b>					November 10, 2014 3:21:33 PM	
1. Name of Agency Reporting:					ORANGE COUNTY	
3. Total unduplicated number of persons about whom one or more characteristics were obtained:					<b>11,714</b>	
4. Total unduplicated number of persons about whom no characteristics were obtained:					<b>0</b>	
5. Total unduplicated number of families about whom one or more characteristics were obtained:					<b>3,794</b>	
6. Total unduplicated number of families about whom no characteristics were obtained:					<b>0</b>	
<b>7. Gender</b>		<b>Number of Persons</b>		<b>13. Family Size</b>		<b>Number of Families</b>
a. Male		4,820	41.15 %	a. One	811	21.38 %
b. Female		6,859	58.55 %	b. Two	771	20.32 %
Total:		11,679	99.70 %	c. Three	788	20.77 %
<b>8. Age</b>		<b>Number of Persons</b>		d. Four	649	17.11 %
a. 0 - 5		1,698	14.50 %	e. Five	449	11.83 %
b. 6 - 11		1,934	16.51 %	f. Six	190	5.01 %
c. 12 - 17		2,016	17.21 %	g. Seven	90	2.37 %
d. 18 - 23		1,019	8.70 %	h. Eight or more	46	1.21 %
e. 24 - 44		2,848	24.31 %	Total:		3,794 100.00 %
f. 45 - 54		1,022	8.72 %	<b>14. Source of Family Income</b>		<b>Number of Families</b>
g. 55 - 69		920	7.85 %	a. Unduplicated # of Families Reporting One or More Sources of Income	3,599	94.86 %
h. 70 +		250	2.13 %	b. Unduplicated # Families Reporting Zero Income	195	5.14 %
Total:		11,707	99.94 %	TOTAL Unduplicated # Families Reporting One or More Sources of Income or Zero Income		3,794
<b>9. Ethnicity and Race</b>		<b>Number of Persons</b>		c. TANF	157	4.14 %
<b>I. Ethnicity</b>				d. SSI	1,080	28.47 %
a. Hispanic or Latin		2,381	20.33 %	e. Social Security	851	22.43 %
b. Not Hispanic or Latin		9,333	79.67 %	f. Pension	72	1.90 %
Total:		11,714	100.00 %	g. General Assistance / SDA / SFA	0	0.00 %
<b>II. Race</b>				h. Unemployment Insurance	111	2.93 %
a. White		1,838	15.69 %	i. Employment + other sources	621	16.37 %
b. Black or African American		7,360	62.83 %	j. Employment only	1,157	30.50 %
c. American Indian / Alaska Native		5	0.04 %	k. Other	1,808	47.65 %
d. Asian		21	0.18 %	<b>15. Level of Family Income</b>		<b>Number of Families</b>
e. Native Hawaiian / Pacific Islander		6	0.05 %	a. Up to 50%	976	25.72 %
f. Other		1,988	16.97 %	b. 51% to 75%	949	25.01 %
g. Multi-race		359	3.06 %	c. 76% to 100%	828	21.82 %
Total:		11,577	98.83 %	d. 101% to 125%	578	15.23 %
<b>10. Education level of adults</b>		<b>Number of Persons</b>		e. 126% to 150%	348	9.17 %
		<i>(Only adults 24 and older)</i>		f. 151% to 175%	51	1.34 %
a. 0 - 8		106	2.10 %	g. 176% to 200%	31	0.82 %
b. 9 - 12 / Non-graduat		660	13.10 %	h. 201% and over	33	0.87 %
c. High school grad / GED		1,123	22.28 %	Total:		3,794 100.00 %
d. 12+ some post secondary		363	7.20 %	<b>16. Housing</b>		<b>Number of Families</b>
e. 2 or 4 yr. college graduate		142	2.82 %	a. Own	741	19.53 %
Total:		24+ 5,040	2,394 47.50 %	b. Rent	2,618	69.00 %
<b>11. Other Characteristics</b>		<b>Number of Persons</b>		c. Homeless	7	0.18 %
		Yes	No	TOTAL*	294	7.75 %
a. Health Insurance		2,149	9,565	11,714	Total:	
b. Disabled		2,215	9,499	11,714	3,660	96.47 %
<b>12. Family Type</b>		<b>Number of Families</b>				
a. Single parent / female		1,799	47.42 %			
b. Single parent / male		62	1.63 %			
c. Two parent household		645	17.00 %			
d. Single person		811	21.38 %			
e. Two adults / no children		241	6.35 %			
f. Other		88	2.32 %			
Total:		3,646	96.10 %			

EXHIBIT 5B

TABULAR REPORTS  
Vendor List

Vendor List

Vendor No	Name / Address	Phone	Fax	Contact	Federal ID#
N/A		407-6739900			
AMGS	AMERIGAS 2812 SILVER STAR RD. ORLANDO, FL 32808	(407)293-6644	(407)299-7190	LYNWOOD EBERSON	
COA	CITY OF APOPKA P.O. Box 1188 APOPKA, FL 32704-1188	407-703-1727	407-703-1630		
WP UTILITIES	CITY OF WINTER PARK-UTILITIES P.O. BOX 1986 WINTER PARK, FL 32790-1986	(407)699-3220	(407)599-3280	CUSTOMER SERVICE REP	
CPLH	COLLEGE PARK LEISURE HOMES 850 MAURY ROAD ORLANDO, FL 32804	(407)425-4750	(407)425-7062	PAT LEBRUNO	
CMHP	CONESTOGA MOBILE HOME PARK 5650 W. Colonial Drive ORLANDO, FL 32808	407-293-1343		MARY HOWLETT	59-3306208
DUKE	DUKE ENERGY P. O. BOX 1004 CHARLOTTE, NC 28201-1004	(888)634-4354	(866)279-5321	CUSTOMER SVC REP	
FLPR	FLORIDA POWER CORPORATION P.O. BOX 33199 ST. PETERSBURG, FL 33733	(888)634-4354		CUSTOMER SERVICE REP.	
GT	GURU TECH 2200 LUCIEN WAY SUITE #175 MAITLAND, FL 32751	407-875-2000	407-875-2001	MIKE HICKMAN	
HOAC	HARRIS OIL & AIR CONDITIONING 1100 S. US HWY. 441 MT. DORA, FL 32787	(352)383-2322		CUSTOMER SERVICE REP.	
HOC	HARRIS OIL COMPANY, LLC 21901 US HIGHWAY 441 MOUNT DORA, FL 32757-9737	(352)383-2322	(352)383-2168	DONNA OR NANCY	
HINC	HARRIS PROPANE, INC. 605 S. HIGHLAND AVENUE MT. DORA, FL 32787	(352)383-2161		CUSTOMER SERVICE REP. HO	
HERT	HERITAGE PROPANE 5307 BACHMAN RD. ORLANDO, FL 32824	(407)855-1411	(407)855-8141	PETER L. DAWSON	
HITECH	HI-TECH INSTITUTE 3710 maguire blvd. ORLANDO, FL 32803	407-863-7400			
KUA	KISSIMMEE UTILITY AUTHORITY P. O. BOX 423219 KISSIMMEE, FL 34742-3219	(407)933-7777	(407)933-1936	LEE ANN DORSEY	



**EXHIBIT 5C**

**TABULAR REPORTS  
Financial Assistance Issued District Code**

**Assistance Issued by District Code**

Service:	Crisis and Family Resource	Date Range:	01/01/2014 to 10/31/2014
Location:	Main Office Family Services		

District	City	Zipcode	Expenditures	SSI Reimb.	Repayment
District 1	GOTHA	34734	\$206.67		
District 1	GOTHA	34734-0000	\$2,863.50		
District 1	OCOEE	34761-0000	\$862.13		
District 1	ORLANDO	32819	\$969.00		
District 1	ORLANDO	32805	\$1,500.00		
District 1	ORLANDO	32811-0000	\$822.00		
District 1	ORLANDO	32819	\$3,412.07		
District 1	ORLANDO	32819-0000	\$2,423.79		
District 1	ORLANDO	32821	\$3,909.91	\$1,442.00	
District 1	ORLANDO	32821-0000	\$1,708.25		
District 1	ORLANDO	32821-6017	\$6,043.00		
District 1	ORLANDO	32835	\$5,785.22		
District 1	ORLANDO	32835-0000	\$3,224.08		
District 1	ORLANDO	32835-1310	\$1,627.22		
District 1	ORLANDO	32836	\$2,852.00		
District 1	ORLANDO	32836-0000	\$2,735.00		
District 1	ORLANDO	32837	\$2,104.35		
District 1	ORLANDO	32837-0000	\$2,949.61		
District 1	ORLANDO	34787	\$358.51		
District 1	ORLANDO	32835	\$975.00		
District 1	WINDERMERE	34786	\$1,694.52		
District 1	WINDERMERE	34786-0000	\$302.61		
District 1	WINTER GARDEN	34787	\$2,050.00		
District 1	WINTER GARDEN	34787-0000	\$10,177.09		
District 1	WINTER GRADEN	34787-0000	\$560.00		
<b>Total for District 1</b>			<b>\$62,115.53</b>	<b>\$1,442.00</b>	<b>\$0.00</b>
District 2	APOPKA	32703	\$12,821.26		
District 2	APOPKA	32703-0000	\$10,752.00		
District 2	APOPKA	32703-4139	\$2,529.99	\$2,182.00	
District 2	APOPKA	32712	\$6,208.28		
District 2	APOPKA	32712-0000	\$1,282.87		
District 2	EATONVILLE	32751	\$4,207.14		
District 2	EATONVILLE	32751-0000	\$5,172.66		
District 2	EATONVILLE	32810	\$539.30		
District 2	FLORIDA	32810	\$1,465.00		
District 2	MAITLAND	32751	\$477.22		
District 2	MT DORA	32757-0000	\$314.00		
District 2	OCOEE	34761	\$2,122.08		
District 2	OCOEE	34761-0000	\$2,421.59		
District 2	ORLANDO	32703-0000	\$511.00		
District 2	ORLANDO	32712	\$621.81		

# EXHIBIT 6

[My CMS](#) : [My To Do List](#) | [My Calendar](#) | [My Profile](#)  
[Manage](#) : [My Cases](#) | [Find Client](#) | [Add Client](#) | [Referral Management](#) | [Fiscal Administration](#)  
[Monitor](#) : [Report List](#) | [Ad Hoc Reports](#)  
[System Administration](#) : [Providers](#)

**Sue Client**
Case Note for **Sue Client**  
CL00000223445

Manage :

- [Intake](#)
- [Assessments](#)
- [Service Planning](#)

Case Folder :

- [Profile](#)
- [Case Notes](#)
- [Alias History](#)
- [Address History](#)
- [Relationships](#)
- [Visit History](#)
- [Services](#)

Information	Value
Brief Description	163126
Note Type	General
Time	9am
Narrative	<p>Situation: 5/4/2006 Ms. ██████ in Hal Marston office for assistance with rent in the amount of 680.00. Client states her reason for need as she was let go from her job with Miami Subs 4/12 2006. Ms. ██████ states she requested pay history as she needed to recertify for 4/C and states she was let go as a result. Client states the store is private owned and they are paid in cash. Ms. ██████ states she worked for the company for 5 months at 7.50 per hour. Client states she was recently hired with Health Central full time at 8.00 per hour. client also receives food stamps in the amount of 326.00.</p> <p>Assessment: Client in need of outstanding rent for May due to job loss.</p> <p>Other: Client must provide employment verification, proof of food stamps, statement from new employer, copy of lease and a late notice.</p>
Time Spent	45 minutes
Date of Activity	05/04/2006
Creation Date	05/04/2006
Creator	Stanley Weston

## EXHIBIT 7

### TECHNICAL SUPPORT RESPONSE TIMES

<i>Software Maintenance</i>	
<b>Level 1 Critical</b>	
<b>Description</b>	<p>The production system is down or unusable as a result of a problem. Problem causes mission-critical impact on customer's operation with no acceptable workaround or functionality used to perform tasks essential to customer operations, project completion, or normal productivity of end user.</p> <p>Examples: Unable to create an intake application; unable to process a service request within the required program timeline; unable to review a case history to see if a client is eligible for services.</p>
<b>Logged by</b>	Phone only
<b>Response time</b>	Within 2 business hours
<b>End user responsibilities</b>	Commit appropriate resources to be available (24x7) to provide additional info if needed. Correct critical problem within 4 business hours.
<b>Level 2 Critical</b>	
<b>Description</b>	<p>System is up and running and the problem causes moderate or limited impact while most business operations remain functional. Important to long-term productivity, but not causing an immediate work stoppage.</p> <p>Examples: Unable to run reports; Unable to schedule appointments and assign to workers; unable to enter case activity for active cases – notes, status, update household information, etc.</p>
<b>Logged by</b>	Phone or Web
<b>Response time</b>	Within 4 business hours
<b>End user responsibilities</b>	Commit appropriate resources to be available (24x7) to provide additional info if needed. Correct the problem within 24 hours.
<b>Non-Critical</b>	
<b>Description</b>	<p>Problem does not have significant impact to the customer business operations. Partial loss of functionality in a production or development system without significant impact.</p> <p>Examples: Unable to close a case; Unable to make minor updates/changes to case file</p>
<b>Logged by</b>	Phone or Web
<b>Response time</b>	Within 24 hours. Business Hours Only
<b>End user responsibilities</b>	Monitor and respond as necessary. Repair problem within 2 business days.
<b>Low, Request for Enhancement</b>	
<b>Description</b>	Request for Enhancements, How to questions and software issues with no degradation.
<b>Logged by</b>	Web
<b>Response time</b>	Within 10 days. Business hours only.
<b>End user responsibilities</b>	Monitor and respond as necessary.