

Issue Date: June 20, 2016

REQUEST FOR PROPOSALS
FOR
ELECTRONIC PATIENT CARE REPORTING SYSTEM
RFP #Y16-1042-MG

The Orange County Board of County Commissioners, Orange County, Florida, invites interested parties to submit proposals **no later than 2:00 PM, Thursday, July 21, 2016**, for providing Electronic Patient Care Reporting 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> .

Carrie Woodell, MPA, CFCM, CPPO, C.P.M.,
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 Maria Guevara-Hall, Senior Purchasing Agent, at (407) 836-5636, whose email address is maria.guevara-hall@ocfl.net. **You may contact Maria Guevara-Hall at any time during this process, including during the Black Out Period.**

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REQUEST FOR PROPOSALS
FOR
ELECTRONIC PATIENT CARE REPORTING SYSTEM
RFP #Y16-1042-MG

PURPOSE

The Orange County Board of County Commissioners, Orange County, Florida, is soliciting for an Electronic Patient Care Reporting System.

INSTRUCTIONS TO PROPOSERS

Firms or companies desiring to provide services, as described in the Scope of Work, shall submit sealed proposals, one (1) original, nine (9) copies and one (1) electronic copy on CD or USB drive not later than **2:00 PM local time Thursday July 21, 2016**, 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/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$500,000.00 per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

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

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

Required Endorsements:

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

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

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

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

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less

than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

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

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

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

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

10. PUBLIC ENTITY CRIME

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

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

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

11. AVAILABILITY OF FUNDS

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

12. TOBACCO FREE CAMPUS

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

13. SCHEDULE OF SUBCONTRACTING

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

14. EQUAL OPPORTUNITY

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

Further, the Contractor shall abide by the following provisions:

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

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

15. QUESTIONS REGARDING THIS RFP

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

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

All questions or concerns regarding this Request for Proposals and the attached Draft Contract must be submitted in writing, by email to maria.guevara-hall@ocfl.net no later than **5:00 PM Monday, July 11, 2016** to the attention of Maria Guevara-Hall, 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 Proposal 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 Maria Guevara-Hall 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 at a cost established within the most current Orange County Fee Directory. 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 Attachment No. A 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.

20. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES

At the option of the Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

21. PUBLIC RECORDS COMPLIANCE

Orange County is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by Orange County to perform the service.
2. Upon request from Orange County's custodian of public records, provide Orange County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to Orange County.

4. Upon completion of the contract, Contractor agrees to transfer at no cost to Orange County all public records in possession of the Contractor or keep and maintain public records required by Orange County to perform the service. If the Contractor transfers all public record to Orange County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.
5. A Contractor who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

6. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT :

**Teresa Miller, Procurement Public Records Liaison
400 E. South Street, 2nd Floor, Orlando, FL 32801
407-836-5897
Teresa.Miller@ocfl.net**

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, nine (9) 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 on-site Proposer presentations, software demonstrations with on-site fact-finding. Phase 3 will evaluate the price proposal, location and M/WBE participation.

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

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.

All submissions related to this RFP shall be submitted in hard-copy via mail. 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.

2. PHASE 1 – EVALUATION DETAIL

Proposals will be evaluated in this Phase based on the written proposal. The proposal will evaluate the qualifications of the technical team, technical 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 17-21, will be calculated based on the following weighted criteria.

<u>SECTION</u>	<u>SELECTION CRITERIA</u>	<u>WEIGHT</u>
1.2	Proposer Qualifications & References	15
1.3	Technical Approach	15
1.4	Functional Approach	15
	TOTAL	45

The formula for calculating an evaluation score is as follows: Each question or requirement will be evaluated using a simple 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 1.1 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 15 for section 1.1 resulting in a weighted score of 45 (3 X 15).

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 195 or above and meets all of the County’s requirements as outlined in the RFP shall be selected to continue to Phase 3 of the evaluation process.

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

<u>SECTION</u>	<u>SELECTION CRITERIA</u>	<u>WEIGHT</u>
2.1	Project Presentation	5
2.2	Software Demonstration Tasks	10
2.3	Project Team Interview	5
	TOTAL	20

The onsite presentation portion for the Phase 2 will be evaluated similar to Section 1 using a simple 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 15 (3 X 5).

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 which a cumulative score of 195 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.

<u>SECTION</u>	<u>SELECTION CRITERIA</u>	<u>WEIGHT</u>
2.1	Price Proposal	20
2.2	Location	5
2.3	M/WBE Utilization	10
	TOTAL	35

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

A. Price Proposal

The maximum score will be 100 points. The lowest priced proposal will generally receive the maximum weighted score for the price criteria. The other proposals shall receive a percentage of the weighted score based on the percentage differential between the lowest proposal and the other proposals. However, proposals that are not considered reasonable may receive an adjusted score.

B. Location

Location Form shall be evaluated by the Procurement Division using a simple score of 0 to 5 with 0 being the lowest score and 5 being the highest score.

EXAMPLE: If the proposer receives 4 points, this will be multiplied by the weight of 5 (4x5=20) to arrive at a score of 20.

C. Minority/ Women Owned Business Enterprise

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.

M/WBE Participation Form and Letters of Intent shall be evaluated by the Manager of the Business Development Division or his delegate using a simple score of 1 to 5 with 1 being the lowest score and 5 being the highest score.

EXAMPLE: If the proposer receives 4 points, this will be multiplied by the weight of 10 ($4 \times 10 = 40$) to arrive at a score of 40.

D. 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 recipients residing in Orange County, Florida as fulltime employees. One point will be awarded for each new fulltime hire up to and including a maximum of five (5) points.

E. Bonus Points for Utilizing Registered Service-Disabled Veteran Firms

Certified service-disabled veteran business enterprise proposers competing as a prime contractor shall receive five (5) points; Certified service-disabled veteran business enterprise proposers with certified service-disabled veteran business enterprise sub-consultants on their team shall receive two points for each sub-consultant up to a maximum of ten (10) points;

Proposers with registered SDV business enterprise sub-consultants on their team shall receive two points for each SDV sub-consultant up to a maximum of 5 SDV sub-consultants for a maximum of ten (10) points.

When considering two (2) or more proposals, or replies for the procurement of commodities or contractual 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.

PHASE 1

WRITTEN PROPOSAL INSTRUCTIONS

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

1.1 PREREQUISITE REQUIREMENTS

Failure to meet all prerequisite requirements listed below in Section 1.1.1, Items a-l, will deem this proposal non-responsive and result in withdrawal from further consideration.

1.1.1 **County Standards**

A statement certifying full Compliance without exception of the following Orange County Information Technology Standards, attached hereto as Attachments 1-4.

- a) Enterprise Security Antivirus Standard
- b) Enterprise Security De-Militarized Zone Security Standard
- c) Enterprise Security Encryption Standard
- d) Enterprise Security External Data Hosting Standard
- e) Enterprise Security Web Standard
- f) Voice and Data Network Standards
- g) Mobile Device Standards
- h) Desktop Computing Standards
- i) Enterprise Systems Standards and Policies

1.2 PROPOSER QUALIFICATIONS & REFERENCES

1.2.1 **Letter of Transmittal**

Each proposal shall be accompanied by a letter of transmittal, which summarizes key points of the response to this Request for Proposals and is signed by an officer of the firm, who is responsible for committing the firm's resources.

Your letter of transmittal shall include the following:

- A. Name of the firm submitting the proposal.
- B. Name and title of the individual with responsibility for this response and to whom any matters regarding this RFP should be directed.
- C. Mailing address, telephone number, fax number and email address of the firm's primary contact.

1.2.2 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) Indicate total employees in the sales, technical support, research and development and service departments. Indicate the total number of employees and their distribution by function.
- c) Ownership(i.e. private/public/parent company)
- d) Company's organizational structure
- e) List any awards, published articles, or other recognition of the firm
- f) Litigation history of the company
- g) Detail a minimum of five (5) years direct experience with providing patient care reporting systems to customers.

1.2.3 Qualifications of Staff

Provide the information requested below in a narrative form.

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

1.2.4 References

Provide five (5) references who 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 contact information including name, email address and phone number.
- d) The project start and end date.
- e) The date of go-live/implementation.
- f) A detailed description of the work performed.
- g) A description with supporting details on whether the project deliverables were submitted on schedule and on budget.

- h) A list of the staff/ sub-contractors involved in the implementation including the type of work and percentage of total effort performed by each.

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

1.3 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).
- d) Provide a paper PCR that flows with the ePCR dashboard.

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:

- 1) Attach samples of all standard system reports, clearly labeled as to the topic, and identify how all reports are run: on demand, as scheduled, monthly, quarterly, annually, etc.
- 2) Provide a detailed description of how the system will work with Physio Control LifeNet software.
- 3) Provide a detailed description of how the system will work with ESO Health Data Exchange.
- 4) Provide a detailed description of how the QA functionality of the program allows for multiple levels of grading reports.
- 5) Provide a detailed description of how messaging between QA and personnel within the QA functionality of the program works.
- 6) Provide a detailed description of how the program automatically uploads data to EMSTARS State reporting system.

- 7) Detail Adhoc reporting capabilities and system provided reporting tools.
- 8) Provide documentation demonstrating how the proposal provides maintenance and support for their product. Orange County Fire Rescue Division expects to have telephone support to resolve technical issues during normal business hours, Eastern Standard Time, 8 am to 5 pm. If the issue can't be resolved within 4 hours of a call, how would the proposal provide on-site support if necessary to resolve the issue?

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 two (2) 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.

- 1) Demonstrate creating and closing a report.
- 2) Demonstrate process to edit a report.
- 3) Demonstrate process to upload lifepak information.
- 4) Demonstrate process to scan and attach documents, pictures.
- 5) Demonstrate how to review a reports treatment and narrative using the QA features of system.
- 6) Demonstrate messaging system and how to communicate with report authors regarding QA requests (explaining treatments, etc).
- 7) Demonstrate transferring information from one Toughbook to another.
- 8) Demonstrate process to retrieve and view lifepak information from system using LifeNet software.
- 9) Demonstrate functionality within the system/identify all customizable fields with regard to treatment. Possible customizable fields might include specific treatment areas within protocols. Are the fields customizable such as naming the fields, making fields mandatory. Hiding or removing items that do not fit within our protocols, adding fields that are required for our protocols.

- 10) Demonstrate spell check features of system.
- 11) Demonstrate compatibility with ESO Health Data Exchange, data sharing, etc.
- 12) Demonstrate how to retrieve a patient that is currently in our system.
- 13) Demonstrate tablet use vs. Toughbook use and explain any differences in software interface.
- 14) Demonstrate offline report creation during CAD system outages.
- 15) Demonstrate adding users to system/editing users/administrative features of system.
- 16) Demonstrate standard protocol lists/medication lists and describe any customizable features to match our protocols.
- 17) Demonstrate how to edit system to change fields between mandatory and non-mandatory.
- 18) Demonstrate audit features of system to identify personnel viewing/QA reports
- 19) Demonstrate how to print a report and redact HIPAA.
- 20) Demonstrate all levels of access within system. For example, create reports, edit reports, view reports, perform extracts, etc.
- 21) Demonstrate how to customize the levels of access to personnel.
- 22) Demonstrate sorting and filtering capabilities of system regarding completed reports. For example, sorting by date of report, report author, report status (reviewed or not), shift report was completed on, run number, etc.
- 23) Demonstrate how to view incomplete and complete reports.
- 24) Demonstrate EMSTARS and NEMESIS reporting capability.
- 25) Demonstrate ability for software to function on multiple operation systems (Androids/IOS, etc).
- 26) Demonstrate ability to use the lock icon in the browser indicating data is fully shielded from access while in transit using encryption products to protect data and communication including 128-bit SSL Certification and 1024-bit RSA public keys.

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 one (1) hour. 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 Fire Rescue Division 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.

It is up to each proposer to determine how they would like to spend their time on site and submit an agenda two (2) weeks prior to their onsite visit. However, each vendor is limited to a maximum of eight (8) hours of fact finding activities over the day of the interview and the next business day.

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 195 shall advance to Phase 3. Proposers shall have ten (10) calendar days, commencing the first business day after the Phase 2 posting (<http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp>), to submit Phase 3 proposals.

Sealed proposals will be accepted at: Orange County Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

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 Additional Environments

Provide a detailed description of the licensing cost for minimum of (2) additional environments (Test & Development) to arrive at a total fixed cost. Indicate the cost for adding additional environments as needed.

3.1.3 Finalize Requirements

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

3.1.4 Implementation

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

3.1.5 Plug Ins

Provide a detailed description of all required software plug-ins or other software necessary to make the software application work properly and meet Orange County's functional requirements. Specifically address each separate plug in for the project and itemize the cost for each to arrive at a total fixed cost.

3.1.6 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.

3.1.7 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.

3.1.8 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.

3.1.9 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.

3.1.10 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.

3.1.11 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.

3.1.12 Post Final System Acceptance Costs for Years 1-5

3.1.12.1 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.

3.1.12.2 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.

3.1.12.3 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.

3.1.12.4 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.

3.1.12.5 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**

3.1.13 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:

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

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

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)
- 3.2.4 Schedule of Subcontracting – Service Disabled Veteran’s Form
- 3.2.5 Letter(s) of Intent (Verification of Service Disabled Veteran Utilization)
- 3.2.6 Welfare Recipients Proposed Hiring Information

3.3 LOCATION

The proposer shall submit the location form and specify the percentage of work performed by prime and sub-contractors.

3.4 ETHICS COMPLIANCE

The proposer shall submit the following forms:

- 3.4.1 Conflict/Non-Conflict of Interest Statement
- 3.4.2 Litigation Statement
- 3.4.3 Orange County Specific Project Expenditure Report
- 3.4.4 Relationship Disclosure Form

3.5 ADDITIONAL FORMS

The proposer shall submit the following forms:

- 3.5.1 Authorized Signatories/Negotiators Form
- 3.5.2 Emergency Contact
- 3.5.3 Drug Free Workplace
- 3.5.4 E-Verification Certification
- 3.5.5 Leased Employee Affidavit
(If this form is not applicable put your name at the top and mark it “N/A”)
- 3.5.6 Acknowledgement of Addenda, if applicable

The following items 4 through 10 detail the submittals above. These items shall be submitted to insure that your proposal is adequately evaluated. Failure to provide this information may negatively impact the score of your proposal.

4. **MINORITY/WOMEN OWNED BUSINESS ENTERPRISE:**

- A. Proposers must address how they intend to comply with the Orange County M/WBE Ordinance, No. 94-02 and amended by Ordinance No. 2009-21. The goal of 24% utilization of certified minority/women business enterprise is applicable to this project. The Ordinance also addresses minority/women group employment levels setting goals to encourage each Proposer to maintain 24% minority and women employee workforce levels in specific categories.
- B. All participating M/WBE firms must be **currently certified by Orange County**. The Business Development Division's most recent M/WBE directory is available by e-mail or through the Orange County web site at OrangeCountyfl.net. Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola Counties) are eligible for Orange County certification. All firms must be Orange County certified at time of submittal of the Proposal and must be certified in the area(s) for which they will be used. If a firm claims to be certified, but is not listed in the Directory the Proposer should obtain a copy of their Orange County Certificate and/or contact the Business Development Division at (407) 836-7317 for verification of certification.
- C. Effective August 1, 2003, the County has implemented a graduation program whereby M/WBE firms designated as graduates can participate in the M/WBE program only on specified projects. A prime consultant may only use a graduate M/WBE to satisfy M/WBE participation in the following:
- For Professional Services in which estimated the overall contractual fees to be awarded to the prime in excess of \$500,000.
 - Vertical construction projects in which the total prime contractor's estimate in excess of \$10,000,000.
 - Horizontal construction projects in which the total prime contractor's estimate in excess of \$7,000,000.
 - Other construction projects in which the total estimate is in excess \$7,000,000.
- It is the proposing firm's responsibility to insure that graduate M/WBE's are not listed in proposals to meet M/WBE participation requirements on projects in which they are not eligible to participate.**
- D. The County has established a credit program whereby Proposers are awarded credits to be applied toward meeting the M/WBE goals on certain County projects. Emphasis will be placed on credits for non-County utilization and first-time M/WBE utilization. Proposers are encouraged to contact the Business Development Division for information on acquiring and applying the credits.

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

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

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

Requests for substitution of subcontractors who are 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.

5. LOCATION FORM

The Location Form determining proximity to the project site must be filled out and submitted with your proposal in order to receive credit for proximity to worksite.

6. CONFLICT OF INTEREST FORM

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

7. ETHICS COMPLIANCE

The following forms are included in this solicitation and shall be completed and submitted with your proposal as indicated below:

- A. **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.
- B. **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.

8. AUTHORIZED SIGNATORIES/NEGOTIATORS FORM

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

9. DRUG-FREE WORKPLACE FORM

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.**

10. 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. 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.

11. 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.

12. BONUS POINTS FOR UTILIZING REGISTERED SERVICE-DISABLED VETERAN FIRMS

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

- A. Registered SDV business enterprise proposers competing as a prime contractor shall receive five (5) points;
- B. Registered SDV proposers with registered SDV business enterprise sub-Contractors on their team shall receive two points for each sub-Contractor up to a maximum of ten (10) points;
- C. Proposers with registered SDV business enterprise sub-Contractors on their team shall receive two points for each registered SDV sub-Contractor up to a maximum of 5 SDV sub-Contractors for a maximum of ten (10) points.
- D. All SDV firms must be Orange County registered at the time of submittal of the proposal and must be registered in the area(s) for which they will be used. If a firm claims to be registered, but is not listed on the County's website, ocfl.net, the Proposer should obtain a copy of their Orange County registration and/or contact the Business Development Division at 407-836-7317 for verification of registration. Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola counties) are eligible for Orange County registration.
- E. Proposers shall submit signed Letters of Intent with their proposal. Proposers for all current Orange County registered subcontractors identified on the **SCHEDULE OF SUBCONTRACTING – SDV PARTICIPATION FORM**. These letters of Intent must indicate the scope of work to be performed by every registered SDV plus the percentage of the contract fees to be contracted to the listed subcontractor.
- F. The Contractor's responsibilities and requirements are itemized below:
 - 1. Incorporate a 72-hour prompt payment assurance provision and payment schedule in all contracts between the prime and sub-Contractors.

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

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

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

Requests for substitution of subcontractors who are 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.

SCOPE OF SERVICES

1. OVERVIEW

The Consultant shall provide an electronic patient care reporting system that is web-based, with capabilities that allow for confidential sharing of the electronic record across the Orange County Emergency Medical Services System. Critical components include comprehensive Quality Assurance and reporting options,

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

1. The Consultant shall provide a web-based electronic patient care record (ePCR) that functions without an internet connection. The system shall have a robust Quality Assurance application suite as well as reporting capabilities
2. The system shall meet or exceed the NEMESIS Gold Compliant Standard as described at www.nemesis.org State's performance standards required data set as described www.floridaemstars.com (Gold level certification preferred.)
3. The Consultant shall submit all National Emergency Medical Services Information Services reporting to the state on the Client's behalf.
4. The system shall populate patient data for repeat clients without sensitivity to upper and lowercase or multiple spelling versions of a patient's name.
5. The system shall have customizable data elements to meet Agency and State-specific EMS needs.
6. The system shall allow easy data input and intuitive workflow, including auto-save functionality, multiple data input options, and quick navigation through drop-down lists.
7. The system shall have capability for electronic capture of patient signatures in the field without requiring an Internet connection.
8. The system shall have interface capabilities such as data streaming to and from CAD and cardiac monitors, fire records, hospital medical records, and billing applications.

9. The system shall include customizable quick treat lists to include: cardiac arrest, medications, and other functions, plus immediate time-stamping of vital signs and treatment events within the documentation flow and an instant note-taking surface.
10. The system shall have assessment tools to document initial and ongoing assessments, including pertinent positives and negatives.
11. The system shall have anatomical figures with 360-degree rotation and zoom-in capabilities.
12. The system shall have advanced vital signs documentation to include Blood Pressure, Heart Rate, Respirations, Pulse Oximetry, Capnography and auto-calculation of Glasgow Coma Scale, Revised Trauma Score, and Pediatric Trauma Score.
13. The system shall function in a way it is easy to enter forms for complete, rapid documentation of advanced airway, burns, stroke, ST Elevation Myocardial Infarction, patient refusals, Motor Vehicle Crash, cardiac arrest patients and more.
14. The system shall have the ability to transfer data wirelessly from one mobile computer to another.
15. The system shall have customizable user roles, password management policies, validation routine, and treatments.
16. The system shall provide an easy way, for example messaging system that allows quality assurance coordinators within a few keystrokes for administrators to send positive feedback, document errors, or request that information be added to an appended narrative.
17. The system shall have capability to share the electronic patient record with receiving hospitals and allow access to patient care charts electronically. Authorized hospital users of the system must be able to log in and download patient information after permission has been granted by the EMS organization. The hospital will only access ePCR's on which they are identified as the receiving facility. Multiple permitted users at the hospital are able to access the ePCR. The EMS organization maintains access control to the hospitals.
18. The system must not require an internet connection to function. This will allow users to input information into the system until the connection resumed. This will be needed in response areas such as jails, assemblies and high rise hotels where connection is sometimes lost. Users shall be able to continue to input information and when the connection resumes, the report will update with information obtained while off-line.
19. The system must have an automatic update feature that allows software to be updated via internet without the need to reinstall software.

20. The system must not require Administrative rights on the local machine to operate and/or update.
21. The system shall have a translation tool that enables EMS providers in the field to communicate with non-English speaking patients. Preferred languages: Spanish, Creole, French, German, and Mandarin. This feature shall be able to launch without leaving the ePCR application (preferred).
22. The data is hosted at secure, Tier 4 - Managed Services Data Center that is SSAE 16 SOC 2 II compliant.
23. The Consultant shall ensure production equipment is housed at a facility with 24-hour physical security, palm print and picture identification systems, redundant electrical generators, redundant data center air conditioners, and other backup equipment designed to keep servers continuously up-and-running.
24. The Consultant shall ensure the strongest encryption products to protect customer data and communications, including 128-bit SSL Certification and 1024-bit RSA public keys — the lock icon in the browser indicates that data is fully shielded from access while in transit.
25. The system shall allow for software access only with a valid username and password combination, which is encrypted via SSL while in transmission.
26. The Consultant shall ensure a robust application security model that prevents customers from accessing another's data — reapplied with every request and enforced for the entire duration of a user session.
27. The Consultant shall ensure tight operating system-level security with a minimal number of access points to all production servers. Strong passwords for operating system accounts, with no master password database for production servers. Operating system maintenance at each Consultant's recommended patch levels for security and hardened by disabling and/or removing any unnecessary users, protocols and processes.
28. The Consultant shall ensure controls on database access at the operating system and database connection level for additional security. Restricted production database access to a limited number of points, with no master password database for production servers.
29. The Consultant shall ensure Consultant employees have no direct physical access to the production equipment.
30. The Consultant shall perform off-site, automatic client data backups are performed simultaneously or concurrently.

31. The Consultant shall ensure servers are housed in a Tier-IV Internet Data Center (IDC) equipped with redundant power, multi-layered security, effective environmental controls and cooling systems, and 24x7 monitoring. These shall include built-in redundancy for each component of our hardware infrastructure, with multiple database servers with a Raid-5 configuration.
32. The system provides a bi-directional NEMESIS/HL7 transformation engine that is electronic Patient Care Record and Electronic Medical Record (EMR). Consultant agnostic which enables EMS agencies and Hospitals to share vital patient information including EMS ePCR data and Hospital outcomes and billing data in near-real time. The system has the capability to Populate EMR and other Health Information Management (HIM) systems with digital pre-hospital care records and discreet data and also includes data analysis tools that EMS can utilize for Quality Assurance initiatives pertaining to patient outcomes.
33. The system shall allow EMS providers utilizing a mobile ePCR device and an available wireless network have the ability to transmit an alert while en route to the hospital providing the receiving facility with near real-time information for patients with suspected STEMI, stroke, cardiac, or trauma.
34. The system may have interagency interoperability. The system may have the ability to transfer patient information in the ePCR to other agencies, seamlessly. This is important as OCFRD has multiple joint response agreements.
35. The system shall be compatible with First Watch, a data management software suite and First Pass, a module of First Watch performing Quality Assurance functions.
36. The system shall auto populate mileage from static locations. Mileage from the scene to hospitals should be calculated automatically based on closest route,
37. The system shall have shift calendars pre-loaded to ensure proper shift is indicated on the report based on Orange County Fire Rescue's shift change time. When date is entered, the shift should auto populate. The ePCR should recognize shift times. A shift is defined as 0730 on start day through 0730 on following day.
38. The system shall integrate with bidirectional programs, like Telestaff. Program should load personnel on units based on their assignment in Telestaff.
39. The system shall automatically spell check prior to closing the ePCR.
40. The system shall be compatible with Emergency Reporting, fire reporting software.

41. The system shall have the capability to take photos, attach photos in various file types and become part of the final medical record.
42. The system shall be compatible with Physio-control, cardiac monitoring hardware.
43. The system shall have the capability to contain attachments such as EKG transmissions, vital signs data, ETC02.
44. The system shall have the ability to open attachments within the ePCR for viewing and Quality Assurance (QA) purposes.
45. The system shall auto-populate fields based on protocol chosen.
46. The system shall identify standard medical terminology abbreviations.
47. The system shall have QA features that are user friendly.
48. The system shall have QA functionality that includes secure messaging.
49. The system shall have QA functionality that includes the ability to view Physio Control lifepak uploads from within the reporting program.
50. The system shall have QA functionality with multiple search capability within the same screen.
51. The system shall have QA functionality to sort by shift.
52. The system shall have QA functionality to sort by protocol.
53. The data will be owned by Orange County Fire Rescue.

B. License Requirements

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

Anticipated # of Concurrent Users	Anticipated # of Named Users
0	1200

C. Reporting

1. The system shall have customizable data searches for required quality improvements reports that are required by government agencies.
2. The system shall provide QA reporting capabilities based on performance measures, protocols used and treatment interventions. And the ability to customize reports as needed to comply with future protocol changes

D. Interfaces

It is required that the System interface with the County's Emergency Reporting, Telestaff and Tiburon CAD.

1. The System, County's Emergency Reporting, Telestaff and Tiburon CAD need to update and transfer (selected incident and personnel data) information to each other in an automated fashion.
2. The fields to transfer include but are not limited to: Address, nature of call, phone number, time of the call, mileage for transport, text and alphanumeric data.

E. Data Conversion

1. The Consultant shall migrate the previous three (3) years of (incident records from our existing SQL database type of record) for past and current (SQL data).

4. **SCHEDULE OF DELIVERABLES**

	<u>Item</u>	<u>Required</u>	<u>Contact Person</u>
A.	Implementation schedule shall be finalized	Within thirty (30) days of contract award	Kimberly Buffkin
B.	Test Environment shall be finalized	Within ninety (90) days of contract award	Kimberly Buffkin
C.	Software Implementation	Within 180 days of contract award	Kimberly Buffkin
D.	Functional Testing	Within 60 days of Software Implementation	Kimberly Buffkin
E.	Final System Delivery/Go-Live	Within 30 60 days of Functional Testing	Kimberly Buffkin

5. **TRAINING REQUIREMENTS**

The Consultant shall provide on-site training for initial launch and onsite or remote training as needed for additional users and administrators.

Anticipated # of End Users	Anticipated # of Administrators
20	10

The Consultant shall provide both manuals and online help screens. The training materials shall be available for on-site the training and remain with the County at the completion of the training. The Consultant shall convey to the County the right to a soft copy of the training materials and to make an unlimited number of copies of the documentation for internal 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 (1) hour of the time recorded on the initial request for service by County of a Critical Problem;
- E. Initiate a response by telephone or e-mail to the County within four (4) business hours of the time recorded on the initial request for service by County of a Non-Critical Problem;
- F. Correct a Critical Problem within four (4) hours of initial request for service. If correction cannot be made within four (4) hours, Consultant shall, prior to the expiration of the four (4) hour period, submit to the County a satisfactory plan to correct the Critical Problem, at no cost to the County, and correct the Critical Problem to the satisfaction of the County within the time period agreed upon in the plan. If Consultant fails to correct the Critical Problem, County shall have the right, at its option, to give notice of default to Consultant and proceed under all provisions related to termination for default under the contract between the Consultant and the County;
- G. For the duration of the Contract and Maintenance Agreements the Consultant shall provide database tuning, monitoring, patches, diagnosis, backup, recovery, installation of new Releases (version upgrades), annual updates, telephonic support, and updates if required. Consultant works directly with the County on application modifications, diagnosis, recovery, customization, configuration and how-to questions.
- H. To the extent the Consultant has the legal right to do so, the Consultant shall assign or pass through to the County or otherwise make available for the benefit of the County, any manufacturer's or supplier's warranty applicable to any third-party software, hardware or equipment provided by the Consultant under the Scope of Service.

7. ACCEPTANCE CRITERIA

- A. Functional Demonstration

The Consultant shall be required to demonstrate the system features to the County for verification of the functional requirements as defined in the Scope

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

B. Functional Testing

Upon the County's approval of the Consultant's functional demonstration, the County will be provided sufficient time to conduct additional internal functional testing of the system. The purpose of this internal functional testing is to provide the County with the opportunity to perform additional testing using varying test scenarios and to identify any undiscovered discrepancies with regard to the requirements defined in the Scope of Work. 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.

10. **MILESTONE PAYMENTS**

- a) 10% Invoiced upon the County's acceptance of the Consultant's implementation schedule.

- b) 25% Invoiced upon System availability for testing by the County.
- c) 25% Invoiced upon data conversion.
- d) 40% Invoiced upon completion of all training.
- e) 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.
- f) Software License, Maintenance and Support Year 2, invoiced 12 months post County's Final System Acceptance.
- g) Software License, Maintenance and Support Year 3, invoiced 24 months post County's Final System Acceptance.
- h) Software License, Maintenance and Support Year 4, invoiced 36 months post County's Final System Acceptance.
- i) Software License, Maintenance and Support Year 5, invoiced 48 months post County's Final System Acceptance.
- j) 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 support price for the preceding year shall not increase by more than the annual increase in the Consumer Price Index published by the Bureau of Labor Statistics or by not more than 4% per year, whichever is lower. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov. In the event that COUNTY accepts an offer for future software licensing, such acceptance shall be issued by Amendment.

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 _____

SCHEDULE OF SUB-CONTRACTING - M/WBE PARTICIPATION FORM

RFP Number & Title: Y16-1042-MG ELECTRONIC PATIENT CARE REPORTING SYSTEM

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: Y16-1042-MG ELECTRONIC PATIENT CARE REPORTING SYSTEM

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 M/WBE UTILIZATION)

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

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

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

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

I 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.Y16-1042-MG

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.Y16-1042-MG, ELECTRONIC PATIENT CARE REPORTING SYSTEM**, 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.

(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
		TOTAL EXPENDED THIS REPORT	\$

Part III

Original signature and notarization required

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

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

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

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

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

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

Staff signature and date of receipt of form

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

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

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

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

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

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

WHO NEEDS TO FILE THE SPR?

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

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

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

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

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

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

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

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

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

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

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

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

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

CONCLUSION:

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

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

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: _____

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

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)
<i>The following are additional insured under the Professional Liability section of this policy (already included under the GL by form #86571).</i>
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 your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT C

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 ND 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 D

WORKERS COMPENSTION AND EMPLOYEES LIABILITY
INSURANCE POLICY WC 00 03 13

2ND Reprint

Effective April 1, 1984

Advisory

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Name of Person or Organization:

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

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EXHIBIT E

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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

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

The TRANSFER 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.

ATTACHMENT A

BUSINESS ASSOCIATE AGREEMENT

RECITALS

WHEREAS, Orange County meets the definitions of a Covered Entity 45 CFR § 164.103.

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 Covered Entity, pursuant to 45 CFR § 164.105(a)(2)(iii)(D) has documented that Orange County's 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, and the Florida Information Protection Act, § 501.171, Florida Statutes.

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

INCORPORATION OF RECITALS

Recitals Incorporated. The above recitals are true and correct and are hereby incorporated as a material part of this Agreement.

HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, Section 501.171, Florida Statutes. Incorporated.

The parties hereby incorporated into the Agreement, the requirements and obligations imposed upon them by the HIPAA Privacy and Security Rules 45 CFR Parts 160,162, and 164, and the Florida Information Protection Act, § 501.171, Florida Statutes. To the extent that the Agreement imposed more stringent requirements than those contained in HIPAA Privacy and Security Rules 45 CFR Parts 160,162, and 164, and the Florida Information Protection Act, § 501.171, Florida Statutes, those more stringent requirements of the Agreement will control.

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, and § 501.171, Florida Statutes.
- **Breach.** Breach shall have the meaning given to such term as found in 45 CFR § 164.402, and the Florida Information Protection Act, § 501.171, Florida Statutes.
- **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.
- **Florida Information Protection Act.** Florida Information Protection Act (“FIPA”) codified at Section 501.171, Florida Statutes.
- **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.
- **Party or Parties.** Are the terms the Covered Entity and Business Associate may be referred to in this Agreement, individually or collectively and the Business Associate may be referred to herein, individually or collectively.

- **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.
- **Personal Information.** Personal Information ("PI") means either of the following:
 - An individual's first name or first initial and last name in combination with any one or more of the following data elements for that individual:
 - A social security number;
 - A driver's license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;
 - A financial account number or credit or debit card number in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account;
 - Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
 - An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
 - A user name or e-mail address in combination with a password or security question and answer that would permit access to an online account.
 - The term does not include information about an individual that has been made publicly available by a federal, state, or local governmental entity. The term also does not include information that is encrypted, secured, or modified by any other method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable.
- **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 or PI contained in any form or interference with system operations in an information system that contains PHI or PI.
- **Use.** Use shall mean the sharing, employment, application, utilization, examination, or analysis of PI or PHI 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 and FIPA 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 AND CONFIDENTIALITY OF PERSONAL INFORMATION.

- **Permitted Uses and Disclosures of PHI and PI by Business Associate.** Business Associate may use or disclosure PHI and PI received from Covered Entity to its officers and employees. Business Associate may disclose PHI and PI to a business associate that is a

subcontractor and may allow the subcontractor to create, receive, maintain, or transmit PHI and PI on its behalf if the Business Associate obtains satisfactory assurances in accordance with 45 CFR §164.504(e)(1)(i) and § 501.171(2) 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 and PI, Business Associate agrees to:
 - Only use or further disclose the PHI and PI as allowable under this Agreement or applicable law.
 - Only use or further disclosure PHI and PI in a manner that would not violate the HIPAA Privacy and Security Rules or FIPA if done so by the Covered Entity.
 - Establish and implement appropriate procedures, physical, and technical safeguards to prevent improper access, uses, transmissions, or disclosures of PHI and PI for mitigating to the greatest extents possible under the circumstances any deleterious effects from any improper access, use, or disclosure of PHI and PI 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 and PI 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 suspected or confirmed access, use or disclosure of PHI or PI, regardless of form, 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 or PI, 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 PI, and ensure that its subcontractors or agents agree to establish and implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of all PHI and PI that it creates receives, maintains, or transmits on behalf of Covered Entity.

- In order to determine compliance with HIPAA Privacy and Security Rules and FIPA, the Business Associate must make its records, books, accounts, agreements, policies, and procedures available to the Secretary of HHS for determining the Covered Entity's compliance with the HIPAA Privacy and Security Rules, and also, with the State of Florida, Department of Legal Affairs to determine the Covered Entity's compliance with FIPA.
- Use or disclosure to its subcontractors, agents, other third parties, and Covered Entity, only the minimum PHI and PI 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 and PI 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 and PI 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 and PI Business Associate creates, receives, maintains or transmits on behalf of Covered Entity.
- Report to Covered Entity any Security Incident involving PHI and PI 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 and PI.
- **Use of PHI and PI for Management and Administration or Legal Responsibilities of Business Associate.** The Business Associate may use PHI and PI 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 and PI 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 and PI 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 or PI.

- **Data Aggregation Services.** With respect to PHI and PI created or received by the Business Associate in its capacity as the Business Associate of the Covered Entity, Business Associate may combine such PHI and PI it has received from the Covered Entity with the PHI and PI 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 and PI confidential and secure in compliance with the provisions of this Agreement and according to current state and federal laws.

CONFIDENTIALITY

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.

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.

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

Security of Electronic Protected Health Information and Personal 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) and PI (as defined by § 501.171, Florida Statutes) that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity consistent with the HIPAA Privacy and Security Rules and FIPA.

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 PI; or (2) (a) modification or destruction of Electronic PHI or PI or (b) interference with system operations in an information system containing Electronic PHI or PI.

REPORTING REQUIREMENTS

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.

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 or PI 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 and PI 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)836-9214
Fax: (407) 246-5342
Address: 2002 A. E. Michigan Street, Orlando, FL 32806
E-Mail: privacy.officer@ocfl.net

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.

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.

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

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 §§ 501.171 and 817.5681, Florida Statutes), 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.

To Individuals. In the case of a breach of PHI or PI 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 or PI 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 or PI, the Business Associate may also provide information to individuals by telephone or other means, as appropriate.

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 or unsecured PI or more than five thousand (5000) 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.

To HHS and the State of Florida Department of Legal Affairs. The Business Associate shall cooperate with the Covered Entity to provide notice to the Secretary of HHS, of unsecured PHI and to the State of Florida, Department of Legal Affairs of unsecured PI, 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.

Content of Notices. All notices required under this Attachment shall include the content set forth 45 C.F.R § 164.404 and FIPA. 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 and PI 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.

Notice to Credit Reporting Agencies. In the case of a breach of PI discovered by the Business Associate where the unsecured PI of more than one thousand (1000) individuals has reasonably believed to have been, accessed, acquired, or disclosed, after prior approval by the Covered Entity, the Business Associate shall notify all consumer reporting agencies nationwide, that complete and maintain files in accordance with the provisions of § 501.171(5).

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

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 or PI in violation of this Agreement, the HIPAA Privacy and Rules, and FIPA.

TERMINATION

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.

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.

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.

Duties of Business Associate Upon Termination.

When this Agreement is terminated, the PHI and PI 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 and PI in the possession of Business Associate's subcontractors or agents. However, if Business Associate determines that returning or destroying PHI and PI 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 PI, and Business Associate may only use or disclose the PHI and PI for specific uses or disclosures that make it necessary for Business Associate to retain the PHI and PI.

If Business Associate determines that it is not feasible for Business Associate to return PHI or PI 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 and PI 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 or PI not feasible.

MISCELLANEOUS

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, FIPA, and their 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.

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.

Survival. The rights and obligations of the Parties in Articles IV, V, VI, VII, and Sections 8.4, 9.6, 9.8, 9.9 shall survive termination of this Agreement indefinitely.

Amendment. This Agreement may be revoked, amended, changed, or modified only by a written amended executed by both Parties.

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.

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.

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.

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 § 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.

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.

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.

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

Business Associate

Name
Address
City, State, ZIP

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.

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.

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.

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.

Entire Agreement. The original Contract executed by the Parties known as Contract Y16-1042, this Agreement, and any addenda or attachments thereto shall construe the entire understanding between the Parties as to the rights, obligations, duties, and services to be performed hereunder.

Contract # Y16-1042-MG

This Contract is made as of the ____ day of _____, 2016 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 ELECTRONIC PATIENT CARE REPORT SYSTEM, 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 Work 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 monthly basis, or as otherwise provided, 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

- a) 10% Invoiced upon the County's acceptance of the Consultant's implementation schedule.
- b) 25% Invoiced upon System availability for testing by the County.
- c) 25% Invoiced upon data conversion.
- d) 40% Invoiced upon completion of all training.
- e) 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.
- f) Software License, Maintenance and Support Year 2, invoiced 12 months post County's Final System Acceptance.
- g) Software License, Maintenance and Support Year 3, invoiced 24 months post County's Final System Acceptance.
- h) Software License, Maintenance and Support Year 4, invoiced 36 months post County's Final System Acceptance.
- i) Software License, Maintenance and Support Year 5, invoiced 48 months post County's Final System Acceptance.
- j) 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 support price for the preceding year shall not increase by more than the annual increase in the Consumer Price Index published by the Bureau of Labor Statistics or by not more than 4% per year, whichever is lower. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov. In the event that COUNTY accepts an offer for future software licensing, such acceptance shall be issued by Amendment.

- 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/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$500,000.00 per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents. Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent. Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

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

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed,

switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

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

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

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

The certificate holder shall read:

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

ARTICLE 12 - INDEMNIFICATION

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

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 - REQUIREMENTS CONTRACT

This is a Requirements Contract and the COUNTY shall order from the CONSULTANT all of the supplies and/or services specified in the contract's price schedule that are required to be purchased by the COUNTY. If the COUNTY urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the CONSULTANT will not accept an order providing for accelerated delivery, the COUNTY may acquire the goods or services from another source.

Except as this contract may otherwise provide, if the COUNTY'S requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

ARTICLE 31 - 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 32 - 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 33 – 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 34 – LAWS AND REGULATIONS

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

ARTICLE 35 – 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.

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:

and if sent to the CONSULTANT shall be mailed to:

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

CONSULTANT:

ORANGE COUNTY, FLORIDA:

Company Name

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

Signature

Date

Typed Name

Title

Date

ATTACHMENT 1

Orange County Florida Technology Standards, Systems Hosted by Vendors
Last Revised 9/1/2014

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

ATTACHMENT 2
Enterprise Security Standards, Policies, and Guidelines
Systems Hosted by Vendors
Last Revised 9/1/2014

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.

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).

Audience

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

Policies

Data Input and Processing

- ◆ Any use of Social Security Number information shall adhere to and abide by Florida Statutes, specifically F.S. 119.071.
- ◆ The hosted application shall not have access to social security information.
- ◆ The hosted application shall not have access to data containing bank information.
- ◆ The hosted application shall not be granted direct or indirect access to OCGBCC Active Directory usernames.
- ◆ The hosted application shall not have access to the OCGCC internal or DMZ networks.

Data Storage and Handling

- ◆ 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.
- ◆ Any data accessible from the hosted application or directly accessible from it should be encrypted.

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Transmission of Data

- ◆ Any data referenced above shall be transmitted within an encrypted tunnel.

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:
 - ◆ Sanitization -- Overwriting of data previously stored on a disk or drive with a random pattern of meaningless information.
 - ◆ 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.
 - ◆ Purging data --Using strong magnetic devices; such as a degausser, it is possible to render data unrecoverable.

External Audit

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

Definitions

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

ATTACHMENT 3

Orange County Florida Technology Standards, Systems Hosted by Orange County
Last Revised 9/1/2014

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Authorized Products for New Purchases

Hardware

Dell Desktop minitower and small form factor (SFF) PC

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

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

Dell Laptop

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

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

Dell Latitude e7440 (Latitude 14 7000 Series Ultrabook)

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

Smartphones

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

Software

Desktop/Laptop

- ◆ Microsoft Windows 7 Professional with IE 8 (for new PCs)
- ◆ Internet Explorer 8.0 – IE8 is current County Standard included with Windows 7. Application software may specifically require a certain Internet Explorer version. IE9 and IE10 are available options for compatibility. Contact ISS for assistance as needed. ServiceCenter@ocfl.net
- ◆ Microsoft Office 2007 or greater (Standard or Professional Suite)
- ◆ Active X controls – any application requiring the use of Active X controls must be preapproved by ISS desktop support. At a minimum they must meet the following criteria:

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- ◆ Packaged as an MSI file for installation/distribution from command line.
- ◆ Must be installed and operated without end user administrative permissions.
- ◆ Java 1.6_17 – Only supported version of Java
- ◆ Internet hosted applications must be preapproved by ISS Desktop Services and ISS Security. Preference is given to any hosted solution not requiring installation of local software or configuration files.

Network Connectivity

- ◆ AT&T Wireless AirCard
- ◆ Cisco VPN

Client Based Databases

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

Peripherals and Accessories

Black and White LaserJet Printers

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

Color LaserJet Printers

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

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

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

Scanners (all come with Adobe Acrobat, document feeders)

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

****Printers must use OEM toner cartridges only**

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

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Unsupported Products

Hardware

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

Software

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

Client Databases

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

Peripherals and Accessories

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

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Prohibited Products

Hardware

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

Software

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

Network Protocols

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

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

Peripherals and Accessories

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

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

ATTACHMENT 3

Enterprise Systems

Unix Environment

Systems Requirements - Hardware

- ◆ IBM P7 Platform

Systems Requirements - Software

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

Windows Environment

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

System Requirements - Hardware

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

Systems Requirements- Software

- ◆ Only the operating System is allowed on the C: drive
- ◆ Databases (i.e. SQL) must reside on separate server from the application and from Web services (IIS)

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- ◆ Application, service or vendor accounts will not be members of the domain administrators group.
- ◆ Software must run as a service. Applications requiring a user account to remain logged in are not permitted.

Oracle Environment

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

SQL Server Environment

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

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- ◆ Applications must provide an audit mechanism to record the date, time, and user id that last modified a given row in an application table.
- ◆ Applications must utilize database referential integrity.

Network Systems

Protocol Node Names and Addresses

- ◆ The ONLY protocol allowed on the Orange County Data Network is the Internet Protocol referred to as IP or TCP/IP version 4.
- ◆ There can be only one unique address for each node on the network. Node naming and addressing conventions will conform to the guidelines established here.
- ◆ The NOC assigns all addresses for all devices connecting to the Orange County Network.
- ◆ All IP addresses conform to R.F.C. 1918:
 - 10.0.0.0 - 10.255.255.255/8
 - 172.16.0.0 - 172.31.255.255/12
 - 192.168.0.0 - 192.168.255.255/16
- ◆ The NOC maintains an addressing plan and uses the plan to assign addresses. The Internet Addressing Authority, as a private entity, has assigned a block of addresses for Orange County, which are maintained and assigned by the NOC.
- ◆ The use of Registered Internet addresses on the county network is not allowed.
- ◆ All network numbers for "special function" TCP/IP networks will be assigned by the NOC.
- ◆ No INTERNET connections are allowed from any node, modem, or communications device on the network without NOC and Enterprise Security approval.
- ◆ A network-wide, shared use INTERNET connection is available to all entities.
- ◆ TCP/IP DOMAIN NAME SERVERS (DNS) are provided for use as an alternative to local administration and maintenance of a "hosts" file. Any Divisions, Elected Officials, or agencies wishing to use the DNS may send a list of I.P. addresses to be included in the DNS to the ISS Service Center, 836-2929, which will be routed to NOC staff.
- ◆ Entities who have dedicated network staff and wish to be assigned their own I.P. address space will request the assignment from the NOC through the ISS Service Center, 836-2929. These entities will provision their own DNS and be responsible for administration of their own I.P. address spaces. (As assigned by the NOC for the agency to administer)
- ◆ Only routed networks with at least 254 I.P. nodes are eligible for this option.
- ◆ DHCP (Dynamic Host Configuration Protocol) is provided by the NOC.
- ◆ No shared device (printer, server) may use a DHCP address.
- ◆ Static IP addresses are available in limited amounts on request.

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Bridges, Routers, and Gateways

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

Network Security

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

Network Components

- ◆ TRANSMISSION MEDIA:
 - ◆ Fiber-optic, category 5, 5e, and 6, and category 3 UTP (Unshielded Twisted Pair), STP (Shielded Twisted Pair), and radio (802.11x) are all permitted for IP data communications in the network.
- ◆ TRANSMISSION METHODS:

ATTACHMENT 3

- ◆ Optical, metallic cable, leased data circuits (analog, digital), private (analog, digital), and wireless (802.11x) are all permitted for IP data communications in the network.
- ◆ SUPPORTED LAN TYPES:
- ◆ ETHERNET, 802.3, 10 BASE T, 100 BASE TX, 100 BASE FX, 1000 BASE xx (Gigabit), 802.11x (wireless Ethernet), 10 GIGABIT.
- ◆ Etherchannel:
- ◆ The only Etherchannel protocol that is supported by the BCC is 802.3ad LACP.

Network Circuits

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

Network Installation

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

Network Trouble Reporting

- ◆ Customers who are exclusively confined to applications delivered by networks supplied by the NOC will call or e-mail the ISS Service Center, 836-2929 to report trouble, request service, and get technical advice. The ISS Service Center will screen all calls, resolve any problems it is able to with ISS Service Center staff, and refer unresolved network problems to the NOC.
- ◆ Customers who are exclusively confined to applications on networks supplied by other entities will call that entity's network staff to report trouble, request service, and get technical advice.
- ◆ Customers who are on a mix of processors and networks supplied by the NOC and other entity's processors and networks will call the ISS Service Center, 836-2929 to report trouble, request service, and get technical advice.

ATTACHMENT 3

- ◆ The NOC employs a variety of network management and troubleshooting tools and systems. These network management systems are used by the NOC staff to perform testing, troubleshooting, and diagnosis of all devices attached to the network.
- ◆ All LAN equipment attached to the network must support SNMP (Simple Network Management Protocol) and/or SNMP-2. RMON (Remote Monitoring) is also allowed, but not instead of SNMP. RMON is in addition to SNMP. Older equipment not supporting these standards will be phased out. The NOC is the only organization permitted to run SNMP on network equipment.
- ◆ Network problems, which can be repaired by the NOC, will be scheduled in a repair queue. The repair priority is based on the severity of the problem and the quantity of customers affected.
- ◆ All devices attached to the network must have at least a minimum SNMP profile entered, consisting of the entity's name, address, and technical support staff phone number. This will assist NOC staff in locating which network the equipment is on when troubleshooting.

Network Performance Management

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

Network Documentation

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

Telephony Standards

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

IP Telephony

- ◆ IP telephony is defined as telephones and PBX with an integral Ethernet NIC, using the IP protocol to communicate.

ATTACHMENT 3

- ◆ IP phones must derive their electrical power from the CAT-5e Ethernet cable. (POE type-1, 802.af standard)
- ◆ Ethernet switches in the closets will be used to provide in-line DC power through the CAT-5e patch panels. All Ethernet electronics used in this configuration will have a UPS attached.
- ◆ If the IP phone has a provision to connect the desktop PC into the same Ethernet as the phone, then the IP phone must use Ethernet switch technology. A hub/repeater is not allowed.
- ◆ IP phones must operate in a separate subnet from the attached PC.
- ◆ IP phone packets will be given the highest priority of all IP communications traffic on the LAN. Other non-telephony applications will have their "IP Precedence" bit modified at the Ethernet switch to conform to this standard.
- ◆ IP phone access to the network through the internet provider will use the ISS provided VPN services. Direct access to internal devices is prohibited.

Video

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

ATTACHMENT 4

Enterprise Security, Critical Standards Summary Last Revised 9/1/2014

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

◆ Web Servers

- Web and Database Placement
 - A database server shall not reside on the same hardware platform as a web server.
- Anonymous Accounts
 - Web server anonymous accounts shall only have read and execute permissions to folders/files within the web server directories. Change and delete permissions to folders/files that are directly accessible via a web browser shall not be granted to web server anonymous accounts.
- Process/Application Accounts
 - All web server processes and applications shall run only under a low privilege local account. Web server processes shall not run under an account with domain, power user or a local administrator privileges.

◆ DMZ

- Web Server Platforms
 - Microsoft Internet Information Server (IIS) version 5.0 or higher shall be the only platform within the OCGBCC DMZ to run as a Web or FTP server.
- Services and Protocols
 - Traffic using the following protocols from the OCGBCC DMZ to the internal network shall not be allowed:
 - Kerberos, NetBIOS, Microsoft--DS, Microsoft's Well Known Ports, LDAP, RPC, SMB, RDP, HTTP, HTTPS, DNS, JOLT.

- Encrypted Data

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

- Data Access

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

- ◆ Antivirus

- Virus scanning

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

- ◆ Microsoft Security Patches

- Patch installation

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

- ◆ Encryption

- Laptops and Removal Devices

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

WEB SECURITY STANDARD

1.0 Purpose

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

2.0 Scope

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

3.0 Policies

3.1 Activity

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

3.2 Hardware

3.2.1 All hardware platforms operating as a web server shall abide by all standards, policies and guidelines of the OCGBCC Enterprise Systems unit.

3.2.2 All hardware platforms operating as a web server shall reside on server hardware. Any exception shall require a documented waiver by the Information Systems and Services Enterprise Security unit (ISS-ESU).

3.3 Software

3.3.1 Web Server Platforms

3.3.1.1 Microsoft

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

3.3.1.2 Apache Software Foundation

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

3.3.1.3 Other

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

3.3.2 Databases

3.3.2.1 Location

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

3.4 Security

3.4.1 General

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

3.4.2 Account Management

3.4.2.1 Local Account Access

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

3.4.2.2 Process/Application Accounts

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

3.4.2.3 Web Server Anonymous Accounts

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

3.4.3 Permissions

3.4.3.1 Operating System Permissions

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

3.4.3.2 Vendor/Third Party Access

Local administrator privileges on web servers are for authorized personnel only. Access to vendors and any other third party shall be provided solely on a temporarily, case-by-case basis through ISS-ESU.

3.4.3.3 Developer Access

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

3.4.4 Java Server Engines

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

3.4.5 FTP

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

3.4.6 IIS Virtual Directories, Application Pools, Settings

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

3.4.7 Other

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

4.0 Guidelines

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

5.0 Enforcement

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

6.0 Definitions

Term

Definition

FTP

File Transfer Protocol – The protocol for exchanging files over the Internet. FTP works in the same way as HTTP for transferring Web pages from a server to a user's browser and SMTP for transferring electronic mail across the Internet in that, like these technologies, FTP uses the Internet's TCP/IP protocols to enable data transfer. FTP is most commonly used to download a file from a server using the Internet or to upload a file to a server.

WebDav

Web-based Distributed Authoring and Versioning – Extensions to HTTP that allows users to collaboratively edit and manage files on remote Web servers.

Front Page Extensions

A series of scripts that can be employed using Microsoft FrontPage, a visual HTML editor.

SMTP

Simple Mail Transfer Protocol – A protocol for sending e-mail messages between servers. In addition, SMTP is generally used to send messages from a mail client to a mail server.

ENTERPRISE SECURITY STANDARDS, POLICIES, AND GUIDELINES

SENSITIVE DATA AND ENCRYPTION STANDARD

7.0 Purpose

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

8.0 Scope

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

9.0 Policies

9.1 Activity

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

9.2 Encryption Algorithms

- 9.2.1** One of the following standard encryption ciphers shall be used to encrypt data. The key length for these algorithms shall be no less than 128bits:
 - Triple-DES (3DES)
 - Rijndael (AES)
 - RSA
 - Blowfish
 - Twofish
 - CAST
- 9.2.2** PGP is an approved encryption standard provided that the PGP private key used to encrypt and/or sign data has been generated using a cipher meeting the requirements in section 3.2.1.

9.3 Data Hashing

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

- MD5
- SHA-1
- SHA-2

9.4 SSL Certificates

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

9.5 Sensitive Data Stored on the Internal Network

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

9.6 Sensitive Data Stored on the External DMZ Network

- 9.6.1** Any and all activity within and through the OCGBCC DMZ shall require direct involvement and documented approval by the Information Systems and Service Enterprise Security unit (ISS-ESU).
- 9.6.2** Any data accessible within the OCGBCC DMZ or directly accessible from it should be encrypted.
- 9.6.3** Any data accessible within the OCGBCC DMZ or directly accessible from it meeting the following criteria shall be encrypted at rest and in transit: name, addresses, phone numbers,

email addresses, birthdates, federal/state/local document numbers, account numbers, race or religious information, usernames, passwords, employee identification numbers and all HIPAA and PCI information.

9.7 Data Backups

- 9.7.1 Any backup of OCGBCC should be encrypted. Sensitive data as listed in 3.5 of this document shall be backed up using encryption algorithm standards found in 3.2.

9.8 Laptops and Removal Devices

- 9.8.1 All laptop hard drives should be encrypted.
- 9.8.2 Any sensitive data (see section 3.5 of this document) stored on laptops and removable devices shall be encrypted.
- 9.8.3 All individuals who work with sensitive data (see section 3.5 of this document) shall have their laptop hard drives encrypted.

10.0 Guidelines

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

11.0 Enforcement

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

12.0 Definitions

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

DMZ SECURITY STANDARD

13.0 Purpose

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

14.0 Scope

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

15.0 Goal

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

16.0 Audience

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

17.0 Roles

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

18.0 Policies

18.1 ISS-ESU Discretion

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

18.2 Activity

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

18.3 Web Servers

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

18.3.1 Microsoft Internet Information Server (IIS) version 5 or 6 shall be the only platforms within the OCGBCC DMZ to run as a Web or FTP server.

18.3.2 All platforms within the OCGBCC DMZ shall be patched immediately upon the release and testing by the ISS-ESU.

18.4 Administrative Rights

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

18.5 Production Servers

The OCGBCC DMZ shall host production servers only.

18.6 Remote Access

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

18.7 Traffic

18.7.1 Internet Activity

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

18.7.2 Internal Activity

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

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

18.7.3 Routing

18.7.3.1 All approved access from the DMZ to the internal network shall be routed through a proxy server residing in the DMZ.

18.7.3.2 The Enterprise DMZ proxy server shall only use firewall conduits to access approved resources within the OCGBCC network.

18.8 Data

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

19.0 Guidelines

- Should databases in policy 6.8.5 need to receive updates by the OCGBCC DMZ, the write operations should be made to a physically separate “staging” data repository. This separate data repository should contain only updates for the specific records being changed. An application server within the internal network should be used to apply the changes in the staging data repository to the live database.
- The DMZ should access data repositories in the internal OCGBCC network using SQL database calls.

20.0 Definitions

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

ANTIVIRUS STANDARD

1.0 Purpose

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

2.0 Scope

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

3.0 Policies

3.1 Virus Software – Servers

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

3.2 Virus Software – Workstations

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

3.3 Virus Software – Exchange Servers

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

3.4 Virus Software – Internet Mail

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

3.5 Virus scanning

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

4.0 Guidelines

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

5.0 Enforcement

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

6.0 Definitions

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