

Issue Date: July 11, 2016

**INVITATION FOR BIDS #Y16-1103-MG**

**NOTICE IS HEREBY GIVEN** that the Board of County Commissioners of Orange County, Florida, henceforth referred to as the County is accepting sealed bids for:

**MULTI-COMPONENT X-RAY SYSTEM,  
PREVENTATIVE MAINTENANCE COVERAGE AND SUPPORT  
TERM CONTRACT**

Sealed bid offers in an **original** and **three (3) copies** for furnishing the above will be accepted up to **2:00 PM (local time), Thursday July 28, 2016**, in the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Copies of the bid documents may be obtained from the Orange County Procurement Division at the above address. Copies may be requested by phoning (407) 836-5635 or by download from the Internet at:

<http://apps.ocfl.net/orangebids/bidopen.asp>

A **Mandatory Pre-Bid Conference** will be held on **Friday, July 22, 2016, 2:00PM**, located at **2350 East Michigan Street, Building 2, Orlando, Florida 32806**. Interested bidders are required to attend. **Bidders who fail to attend the mandatory pre-bid conference shall be ineligible to compete for the award of a contract under this solicitation.**

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

**NOTICE TO BIDDERS**

To ensure that your bid 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 [maria.guevara-hall@ocfl.net](mailto:maria.guevara-hall@ocfl.net).

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## GENERAL TERMS AND CONDITIONS

### 1. GENERAL INFORMATION

These specifications constitute the complete set of requirements and bid forms. The bid response page(s), and all forms listed on the bid response page(s) shall be completed, signed, and sealed in an envelope bearing the bid number on the outside and mailed or presented to the Procurement Division on or before the specified time and date. **Failure to comply with the preceding requirements shall result in the rejection of the bid.**

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

It is the sole responsibility of the Bidder to ensure that their bid reaches the Procurement Division. All bids, unless otherwise specified, must be delivered to the following address no later than the time and date specified in the solicitation:

Procurement Division  
Internal Operations Centre II  
400 E. South Street, 2nd Floor  
Orlando, FL 32801

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

**The County shall not be responsible for delays caused by any occurrence. The time/date stamp clock located in the Procurement Division shall serve as the official authority to determine lateness of any bid. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. Late bids will be returned to the Bidder unopened. The decision to refuse to consider a bid 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).**

All bids must be typewritten or filled in with pen and ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the bid.

Bidders shall not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, thirty (30) days after bid opening or upon recommendation for award, whichever occurs first. Bidders desiring to view these documents are urged to schedule an appointment.

For information concerning this bid, please contact the Procurement Division at the address listed above or by calling 407-836-5635. Please specify the bid number for which you are inquiring.

**2. QUESTIONS REGARDING THIS SOLICITATION**

All questions or concerns regarding this Invitation for Bids shall be submitted by email to [maria.guevara-hall@ocfl.net](mailto:maria.guevara-hall@ocfl.net), no later than 5:00 PM Monday, July 25, 2016 to the attention of Maria Guevara-Hall, Procurement Division, referencing the IFB number. When required the Procurement Division shall issue an addendum to the Invitation for Bids. The addendum shall be available on the Internet for access by potential Bidders. Bidders are instructed not to contact the initiating division directly. No oral interpretation of this Invitation for Bids 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 Manager, Procurement Division.

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

**3. PRICE/DELIVERY**

Price(s) bid must be the price(s) for new goods, unless otherwise specified. Any bids containing modifying or “escalator” clauses will not be considered unless specifically requested in the bid specifications.

“Acceptance” as herein used means the acceptance by Orange County after the Manager, Procurement Division or authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

**Deliveries resulting from this bid are to be performed during the normal working hours of the County.** Time is of the essence and the Contractor’s delivery date must be specified and adhered to. Should the Contractor, to whom the order or contract is awarded, fail to deliver on or before the stated date, the County reserves the right to **CANCEL** the order or contract and make the purchase elsewhere, and the Contractor shall be required to compensate the County for the difference in price paid for the alternate goods. The Contractor shall be responsible for making any and all claims against carriers for missing or damage goods. Partial shipments will be acceptable unless otherwise stated.

**4. FEDERAL AND STATE TAX**

The County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Manager, Procurement Division will sign an exemption certificate submitted by the Contractor.

Contractors doing business with the County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Contractor be authorized to use the County’s Tax Exemption Number in securing such materials.

**5. ACCEPTANCE/REJECTION/CANCELLATION**

The County reserves the right to accept or to reject any or all bids and to make the award to that bidder who, in the opinion of the County, will be in the best interest of and/or the most advantageous to the County. The County also reserves the right to reject the bid of any bidder who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. The County reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid. Award will be made to the lowest responsive and responsible bidder as determined by the County.

The County reserves the right, and the Manager, 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.

**6. BRAND NAME OR EQUALS/DEVIATIONS**

Unless otherwise specified, the mention of a particular manufacturer's brand name or number in the specifications does not imply that this particular good is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of good that will be acceptable. Equal offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with equal offers will result in the disqualification of the bid.

The determination as to whether any alternate good or service is or is not equal shall be made solely by the County and such determination shall be final and binding upon all bidders. The County reserves the right to request and review additional information to make such a determination.

Although the County provides for the consideration of alternate bids, it reserves the right to make an award in the best interest of the County. Award may not necessarily be given to the lowest bid offered.

The Bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items bid upon. Unless the bid is in response to a "Brand Name or Equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids.

Deviations, if accepted, will be specifically addressed in writing via an addendum to this Invitation for Bids. Any goods or services that are not in compliance with the specifications will not be accepted.

**7. NO BID**

Where more than one item is listed, any items not bid upon shall be indicated as "NO BID".

**8. CONFLICT OF INTEREST**

The award is subject to provisions of applicable State Statutes and County Ordinances. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Orange County. Further, all bidders must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Bidder's firm or any of its branches. Should the Contractor permanently or temporarily hire any County employee who is, or has been, directly involved with the Contractor prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the County.

**9. LEGAL REQUIREMENTS**

All applicable Federal and State laws and County ordinances, that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

A. Contractors doing business with the County are prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

B. Minority/Women Business Enterprises (M/WBE) indicates a business entity of which 51% or more is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanic, Women, Native American, Asian-Pacific, Asian-Indian. Businesses wishing to participate in the County procurement process as an M/WBE are required to complete a certification application to attain recognition as such. You may contact the Procurement Division or the Business Development Division for information and assistance.

**10. UNIFORM COMMERCIAL CODE**

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

**11. MISTAKES**

In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bidders must check their bid where applicable. Failure to do so will be at the Bidder's risk. Bids having erasures or corrections must be initialed in ink by the Bidder.

**12. AVAILABILITY OF FUNDS**

The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Orange County Board of County Commissioners, or other specified funding source for this procurement.

**13. EEO STATEMENT**

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.

**14. BID TABULATION AND RESULTS**

Bid tabulations shall be available thirty (30) days after opening on the Orange County website at: <http://apps.ocfl.net/orangebids/bidresults/results.asp> or upon notice of intended action, whichever is sooner.

**15. BID FORMS**

All bids must be submitted on the County's standard Bid Response Form. Bids on Bidder's quotation forms shall not be accepted.

**16. FLORIDA PREFERENCE**

In the event this Invitation for Bids is to acquire personal property and the lowest responsive and responsible bid submitted in response to this Invitation for Bids, is by a bidder whose principal place of business is in a state other than Florida and such state or political subdivision thereof grants a preference for the purchase of personal property to a person whose principal place of business is in said state, then Orange County Florida may award a preference to the lowest responsive and responsible bidder having a principal place of business within the State of Florida. Such preference shall be equal to the preference granted by the state in which the lowest responsive and responsible bidder has its principal place of business. This section shall not apply to transportation projects in which Federal aid funds are used.

Any bidder whose principal place of business is outside the State of Florida must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. Reference Florida Statutes 287.084.

## 17. RECIPROCAL PREFERENCE

In the event the lowest responsive and responsible bid submitted in response to any Invitation for Bids is by a bidder whose principal place of business is in a county other than Orange County, and such county grants a bid preference for purchases to a bidder whose principal place of business is in such county, then Orange County may award a preference to the (next) lowest responsive and responsible bidder having a principal place of business within Orange County, Florida. Such preference will be equal to the preference granted by the county in which the lowest responsive and responsible bidder has its principal place of business **except as provided below.**

1. **Effective July 1, 2015 the reciprocal local preference will not apply to construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.**
2. **If the solicitation involves a federally funded project where the funding source requirements prohibit the use of state and/or local preferences, the reciprocal local preference will not be applied.**

## 18. POSTING OF RECOMMENDED AWARD AND PROTESTS

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.orangecountyfl.net/OpenGovernment/LobbyingAtOrangeCounty.aspx>

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/VendorServices/VendorProtestProcedures.aspx>

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



**19. BID AND RELATED COSTS**

By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the County shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

**20. CONTRACTUAL AGREEMENT**

This Invitation for Bids shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), bid document, and response. Any and all legal actions associated with this Invitation for Bids and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

**21. PUBLIC ENTITY CRIME**

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

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists/convicted\\_vendor\\_list](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list)

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

**22. DRUG-FREE WORKPLACE FORM**

The Drug-Free Workplace Form is attached and shall be completed and submitted with your bid.

**23. SUBCONTRACTING**

Bidders subcontracting any portion of the work shall state name and address of subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors Form".

**24. CONFLICT OF INTEREST FORM**

Bidder shall complete the Conflict of Interest Form attached hereto and submit it with their bid.

**25. ETHICS COMPLIANCE**

The following forms are included in this solicitation and shall be completed and submitted 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 all bid responses to an Orange County solicitation. Any questions concerning this form shall be addressed to the purchasing agent identified in the applicable solicitation.
- B. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder 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 the applicable bid to an Orange County solicitation.

**No contract award shall be made unless these forms have been completed and submitted with the bid.** Any questions concerning these forms shall be addressed to the purchasing agent identified in this solicitation. Also, a listing of the most frequently asked questions concerning these forms is attached to each for your information.

**26. SUBMISSION OF BID**

The bid must be mailed or hand delivered in a sealed envelope to:

**ORANGE COUNTY PROCUREMENT DIVISION**  
Internal Operations Centre II  
400 E. South Street, 2nd Floor  
Orlando, Florida 32801

**Bidders must indicate on the sealed envelope the following:**

- A. **Invitation for Bids Number**
- B. **Hour and Date of Opening**
- C. **Name of Bidder**

Bids received after the time, date, and/or at the location specified, due to failure to identify the envelope with the above information shall be rejected.

**27. COPIES**

Copies of documents, records, materials, and/or reproductions requests will be charged in accordance with Orange County's fee schedule. Copyrighted materials may be inspected, but cannot be copied or reproduced per Federal law.

**28. PROPRIETARY/RESTRICTIVE SPECIFICATIONS**

If a prospective bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Procurement Division prior to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Invitation for Bids.

**29. ASSISTANCE WITH SPECIFICATIONS**

Any prospective bidder who assisted the County in developing or writing the specifications contained herein are requested to so note such on the bid response page.

**30. PAYMENT TERMS/DISCOUNTS**

The County's payment terms are in accordance with Florida Statute 218, Local Government Prompt Payment Act. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

**31. PATENTS AND ROYALTIES**

Unless otherwise provided, the Contractor shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of the contract resulting from this Invitation for Bids.

The Contractor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Contractor. If such a claim is made, the Contractor shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product.

If none of the alternatives are reasonably available, the County agrees to return the article on request to the Contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

**32. 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, 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.

**33. CLARIFICATIONS**

It is the Bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Invitation for Bids. Lack of understanding and/or misinterpretation of any portions of this Invitation for Bids shall not be cause for withdrawal of your bid after opening or for subsequent protest of award. Bidder's must contact the Procurement Division, at the phone number on the bid cover sheet **prior** to bid opening, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the Bidder and the County.

**34. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
- C. No attempt has been made or shall be made by the Bidder to induce any other person or bidder to submit or not to submit a bid for the purpose of restricting competition.

**35. SUCCESSORS AND ASSIGNS**

The County and the Contractor 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 Contractor 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 Contractor.

**36. PRICING/AUDIT**

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor'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 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 under the contract with the County. Contractor shall ensure the County has these same rights with subcontractors and suppliers.

**37. EMPLOYEES OF THE CONTRACTOR**

All work under this contract shall be performed in a professional and skillful manner. The County may require, in writing, that the Contractor, remove from this contract any employee the County deems incompetent, careless, or otherwise objectionable.

**38. 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.

**39. 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 against the County, relating to a particular contract shall be submitted to the Manager, Procurement Division 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 believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.”

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

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

The Contractor 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, Procurement Division.

#### **40. 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 all new employees hired by the Contractor during the contract term, and an express requirement that Contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. 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 this contract.**

By submission of a bid in response to this solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this contract. The Contractor shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

#### **41. CONFIDENTIAL INFORMATION**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as many be provided by other applicable State or Federal Law, all proposers should be aware that Invitation for Bids and the responses thereto are in the public domain. Bidders 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 Bidder fails to cite the applicable exempting law, we will treat the information as public.

#### **42. FEDERAL REQUIREMENTS**

In the event this Contract is paid in whole or in part from any federal government agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

All Contracts in excess of one hundred thousand dollars (\$100,000) shall comply with all the requirements of Section 114 of the Clean Air Act (42 USC 7401 et seq.) as amended and Section 308 of the Federal Water Pollution Control Act (33 USC 1251 et seq.) as amended.

#### **43. PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)**

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, 2<sup>nd</sup> Floor, Orlando, FL 32801  
407-836-5897  
[Teresa.Miller@ocfl.net](mailto:Teresa.Miller@ocfl.net)**

## **SPECIAL TERMS AND CONDITIONS**

### **1. PRE-BID CONFERENCE**

All interested parties are invited to attend a **Mandatory Pre-Bid Conference** on **Friday, July 22, 2016 2:00PM** located at **2350 East Michigan Street, Building 2, Orlando, Florida 32806**.

At that time, the County's representative will be available to answer questions relative to this Invitation for Bids. Any suggested modifications may be presented in writing to, or discussed with, the County's representative(s) at this meeting and may be considered by said representative(s) as possible amendments to the Invitation for Bids.

### **2. QUALIFICATION OF BIDDERS**

This bid will be awarded to a responsible, responsive bidder, qualified by experience to provide the work specified. The Bidder shall submit the following information with the bid:

- A. List and brief description of similar work satisfactorily completed with location, dates of contract, names, addresses, email addresses and telephone numbers of owners by completing the attached reference sheets.
- B. List of equipment and facilities available to do the work.
- C. List of personnel, by name and title, contemplated to perform the work.
- D. A statement certifying full compliance without exception of the following Orange County Information Technology Standards, attached hereto as Attachments 1.1.1-a through 1.1.1-i.
  - 1) Enterprise Security Antivirus Standard (see attachment 1.1.1-a.)
  - 2) Enterprise Security De-Militarized Zone Security Standard (see attachment 1.1.1-b.)
  - 3) Enterprise Security Encryption Standard (see attachment 1.1.1-c.)
  - 4) Enterprise Security Eternal Data Hosting Standard (see attachment 1.1.1-d.)
  - 5) Enterprise Security Web Standard (see attachment 1.1.1-e.)
  - 6) Voice and Data Network Standards (see attachment 1.1.1-f.)
  - 7) Mobile Device Standards (see attachment 1.1.1-g.)
  - 8) Desktop Computing Standards (see attachment 1.1.1-h.)
  - 9) Orange County Florida Technology Standards (see attachment 1.1.1-i.)



**Failure to submit the above requested information may be cause for rejection of your bid.**

The determination on whether a bidder is responsible or not shall be at the sole discretion of the County. Although the County may request the submission of a minimum number of contracts similar to the requirements of this solicitation with certain minimum dimensions, quantities, dollar values, etc., the County's determination of a bidder's responsibility shall not be solely based on the number of similar procurements the bidder provides but the entirety of the bidder's qualifications.

**3. LICENSES AND PERMITS**

- A. Bidders shall be either "registered" or "certified" by the State of Florida, Department of Professional Regulation and licensed by all other federal, state, county or municipal agencies which may have jurisdiction over the type of work to be performed under this solicitation.
- B. Required licenses shall be in the Bidder's name as it appears on the Bid Response Form. Bidder shall supply appropriate license numbers, with expiration dates, as part of their bid. Failure to maintain and provide proof of proper licensing, certification and registration may be grounds for rejection of the bid.
- C. Upon notification, the Bidder shall provide copies of all applicable licenses.

**4. BID ACCEPTANCE PERIOD**

A bid shall constitute an irrevocable offer for a period of ninety (90) days from the bid opening date or until the date of award. In the event that an award is not made by the County within ninety (90) days from the bid opening date, the Bidder may withdraw their bid or provide a written extension of their bid.

**5. AWARD**

Award shall be made on an "All-or-None Total Bid", or "All-or-None Total Estimated Bid" basis to the lowest responsive and responsible Bidder. If the Bidder fails to respond, they will be considered non-responsive.

**6. POST AWARD MEETING**

Within **ten** (10) days after receipt of notification of award of bid, Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

**7. F.O.B. POINT**

The F.O.B. will be **2350 East Michigan Street, Building 2, Orlando FL 32806**. Bids showing other than F.O.B. Destination will not be accepted. The bid shall include all costs of packaging, transporting, delivery and unloading. **This shall include inside delivery if requested to the designated point within Orange County.**

**8. DELIVERY**

Delivery is requested within **sixty (60)** calendar days after receipt of delivery order unless the County requests a delay in the shipment until such time the space is prepared for the equipment's arrival. The delivery date stated on the Bid Response Form shall be the maximum acceptable delivery date. Failure to deliver within the time stated shall be cause for cancellation of the contract with all applicable remedies available to the County under State Law.

**9. TERMINATION**

**A. Termination for Default:**

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

1. Provide services that comply with the scope of work/services herein or fails to meet the County's performance standards
2. 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 shall provide adequate written notice to the Contractor through the Manager, Procurement Division, affording the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) calendar 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 Contractor in accordance with the County's Procurement Ordinance. The Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Contractor'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 Contractor shall 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 Contractor 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.

If the Contractor's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

**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 services rendered and accepted. The County Notice of Termination shall provide the Contractor thirty (30) calendar 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.**

**10. AS SPECIFIED**

All goods delivered shall meet the specifications herein. Goods delivered not as specified shall be returned at no expense by Orange County. The County may return, for full credit, any unused goods received which fail to meet the County's performance standards. Replacement goods meeting specifications shall be submitted within a reasonable time after rejection of the non-conforming goods.

**11. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

By submission of a bid in response to this solicitation, the Bidder certifies that all material, equipment, etc., contained in their bid meets all OSHA requirements. Bidder further certifies that if they are the awarded Contractor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Contractor.

**12. SAFETY REGULATIONS**

Equipment shall meet all State and Federal safety regulations.

**13. CODES AND REGULATIONS**

The Contractor shall strictly comply with all Federal, State and local codes and regulations.

**14. PAYMENT**

Partial billing will not be accepted. Orange County will pay 100% of the contract price after all services have been rendered and accepted. Payment shall be made in accordance with Florida Statute 218, Local Government Prompt Payment Act. Payment for accepted services shall be accomplished by submission of an invoice, in duplicate, to:

In the event additional County Departments/Division or other public entities utilize this contract, invoices are to be sent directly to the Department or entity placing the order.

**15. INFORMATION AND DESCRIPTIVE LITERATURE**

Bidders shall furnish all information requested and in the space provided on the bid form. Each Bidder offering an equal to the brand(s) specified (or if no brand is specified) shall submit with their bid, descriptive literature and/or detailed specifications covering the products offered. Reference to literature submitted with a previous bid shall not satisfy this provision. Bids which do not comply with these requirements may be rejected.

**16. DEMONSTRATIONS**

A demonstration shall be furnished upon request for a quality test or comparison without cost to the County.

**17. EQUIPMENT/SERVICE**

- A. The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the Contractor from furnishing a complete unit.
- B. All equipment shall be new, or current manufacture in production at the time of bid opening and carry standard warranties. The Contractor shall service all equipment prior to delivery.
- C. Bids shall be considered only on equipment which can, on short notice, be serviced and maintained by the Contractor. At the time of bid opening, the Bidder shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being bid. For the purposes of this solicitation, dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the general public in the usual course of business. The Bidder shall maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum of delay. Failure to meet these requirements, in the County's sole opinion, may be cause for rejection.
- D. Bidder shall indicate the nearest available location for replacement parts, how long parts shall be available on the market and the number of days to receive parts after receipt of order. The space for this information is included on the Bid Response Form.

**18. ASSEMBLY AND/OR PLACEMENT**

All goods shall be completely assembled by the Contractor prior to acceptance by Orange County. Space shall be provided by the County for on-site assembly by the Contractor. It shall be the responsibility of the Contractor to supply the necessary labor and materials for the placement of all equipment as specified herein. Equipment shall be set-up, serviced, tested and demonstrated at no charge to Orange County.

**19. WARRANTY**

The Contractor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of one (1) year from date of delivery/acceptance by Orange County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty periods, the Contractor shall repair or replace same at no cost to the County, immediately upon written notice from the County's authorized representative. The Contractor shall be responsible for either repairing the equipment on site or transporting the equipment to their repair facility at no cost to the County. All warranty provisions of the Uniform Commercial Code shall additionally apply.

**20. DEBRIS**

Contractor shall be responsible for the prompt removal of all debris which is a result of this contractual service.

**21. SAFETY AND PROTECTION OF PROPERTY**

The Contractor shall at all times:

- A. Initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.
- B. Take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.
- C. Take all reasonable precautions to prevent damage or loss to property of Orange County, or of other Contractors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.
- D. Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:
  - Occupational Safety and Health Act (OSHA)
  - National Institute for Occupational Safety & Health (NIOSH)
  - National Fire Protection Association (NFPA)
  - American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)

- E. The Contractor shall also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address listed below:

<http://www.orangecountyfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

## **22. INSURANCE REQUIREMENTS**

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

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

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

*(Note: State licenses can be checked via [www.floir.com/companysearch/](http://www.floir.com/companysearch/) and A.M. Best Ratings are available at [www.ambest.com](http://www.ambest.com))*

Required Coverage:

- Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,00.00 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

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, 2<sup>nd</sup> Floor  
Orlando, Florida 32801

### **23. CONTRACT TERM/RENEWAL**

The contract resulting from this solicitation shall extend for a period of one (1) year. The County may unilaterally renew the contract for the periods specified on the Bid Response Form for two (2) additional one (1) year periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties.

Software License, Equipment Maintenance and Support beyond year two (2) 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](http://www.bls.gov). In the event that COUNTY accepts an offer for future software licensing, such acceptance shall be issued by Amendment and mutually agreed upon by both parties.

### **24. PRICING**

The County requires a firm price for the entire contract period, or as otherwise specified. Invoices shall be reviewed to confirm compliance with contract pricing. Failure to hold prices firm shall be grounds for immediate termination of the contract.

### **25. 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 services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

**26. BID PREFERENCE**

In accordance with the Minority Women Owned Business Enterprise (MWBE) Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible Orange County certified MWBE bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

- A. 8% - Bids Up To \$100,000**
- B. 7% - Bids Greater Than \$100,000 to \$500,000**
- C. 6% - Bids Greater Than \$500,000 to \$750,000**
- D. 5% - Bids Greater Than \$750,000 to \$2,000,000**
- E. 4% - Bids Greater Than \$2,000,000 to \$5,000,000**
- F. 3% - Bids Greater Than \$5,000,000**

In accordance with the Service Disabled Veteran Business Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible registered Service Disabled Veteran bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

- A. 8% - Bids Up To \$100,000**
- B. 7% - Bids Greater Than \$100,000 to \$500,000**
- C. 6% - Bids Greater Than \$500,000 to \$750,000**
- D. 5% - Bids Greater Than \$750,000 to \$2,000,000**
- E. 4% - Bids Greater Than \$2,000,000 to \$5,000,000**
- F. 3% - Bids Greater Than \$5,000,000**

**In the event of a tie between an M/WBE and an SDV with all else being equal, the award shall be made to the firm with the lowest business net worth.**

**27. CHANGES - SERVICE CONTRACTS**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of Performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, a price proposal shall be required from the Contractor. Upon negotiation of the proposal, execution and receipt of the change order, the Contractor shall commence performance of the work as specified.

The Contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Procurement Division. If the Contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at their own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

**28. METHOD OF ORDERING**

The County shall issue Delivery (Purchase) Orders against the contract on an as needed basis for the services listed on the Bid Response Form.

**29. ATTACHMENTS**

The following attachment(s) is/are attached to, and made a part of this Invitation for Bids:

1. Business Associate Agreement (see attachment AA)
2. Enterprise Security Antivirus Standard (see attachment 1.1.1-a.)
3. Enterprise Security De-Militarized Zone Security Standard (see attachment 1.1.1-b.)
4. Enterprise Security Encryption Standard (see attachment 1.1.1-c.)
5. Enterprise Security Eternal Data Hosting Standard (see attachment 1.1.1-d.)
6. Enterprise Security Web Standard (see attachment 1.1.1-e.)
7. Voice and Data Network Standards (see attachment 1.1.1-f.)
8. Mobile Device Standards (see attachment 1.1.1-g.)
9. Desktop Computing Standards (see attachment 1.1.1-h.)
10. Orange County Florida Technology Standards (see attachment 1.1.1-i.)

**30. REFERENCES**

A contact person shall be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. Contact person shall have been informed that they are being used as a reference and that the County may be contacting them. More than one person can be listed but all shall have knowledge of the project. The reference shall be the owner or a representative of the owner. Contractors who provided services under the referenced project (contract) shall not be accepted as references. **DO NOT** list principals or officers who shall 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 responsibility of the Bidder.

## **31. 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 Specifications. 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 Specifications. 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.

## **32. 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.**

**33. BUSINESS ASSOCIATE AGREEMENT**

The Business Associate Agreement as Attachment No. AA shall govern all matters necessary to enforce the provisions of the HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164 as applicable to this contract.

## SPECIFICATIONS

Orange County is soliciting bids to purchase a multi-component x-ray system that includes producing digital radiography (DR) images using a digital, wireless flat panel detector located in two separate x-ray rooms that displays the images on a DR workstation in each of those rooms for review, manipulation, storage, and sharing. The images from both of those workstations are then shared and archived through a picture archiving and communication system (PACS) installed on a Virtual Windows Server (OS 2008 R2 or 2012 R2 32/64Bit) provided and maintained by Orange County for the doctors to access any of the images from a DR/Non-DR workstation, a touch screen all in one computer located at five autopsy workstations, or a physician's desktop using a secured network and formatting medium that is specific to digital imaging and communications in medicine (DICOM) for added protection. The PACS and DR applications shall be compliant with our enterprise antivirus software Kaspersky. This multi-component x-ray system shall meet our Windows/Security standards as listed on our Enterprise Security Standards, Policies, and guidelines document. Orange County will maintain Microsoft compliancy on all servers and workstations.

Awarded vendor shall follow the State of Florida, Department of Health, Bureau of Radiation Control regulations and policies (see Florida Administrative Code 64E-5), as well as, provide the State Department of Health and Human Services, Food and Drug Administration any required documentation for installing the equipment and provide the county a copy of such documentation.

### **Digital Radiography (DR) System**

The DR Panel shall have:

- Wireless 14 x 17 DR Panel (Vendor is required to list dimensions of panel and detection area)
- Flat Panel Detector Assembly GOS (Gadolinium Oxysulfide)
- Panel shall weigh under 8 pounds
- Shall be made of a durable casing
- Pixel Size – Range of 130 – 160 um
- Pixel Array – Range Low End 2200 x High End 3200
- Resolution – Range 3 – 4 lp/mm
- Conversion – 14 bits
- Lithium ion battery

Workstation:

Shall meet Orange County Board of County Commissioners Computing Standards (Attachments 1.1.1-a through 1.1.1-i).

- Shall be a PC workstation that is not a laptop or notebook.
- Shall include a monitor with minimum size within range of 19- to 21-inches.
- Shall have a minimum resolution of 1920x1080 (or 2 megapixels).

Software:

- Shall have automatic exposure detection (AED) technology.
- The system shall detect x-ray upon exposure and completes image acquisition process to display image on workstation.
- Shall provide custom and/or automatic setting acquisition processing parameters for body parts.
- Shall provide image preview in 5 seconds or less.

- Shall permit specific image processing for manipulation (zoom, annotations, measurements, pan, L& R markers, rotations, contrast, flip, black and white inversion, cropping, etc.).
- Shall allow transfer of images/studies to PACS through DICOM.
- Shall use manual or DICOM modality worklist for patient registration.
- Shall allow automatic background filling of images.
- Shall allow multi-format display for printing.
- Shall allow DICOM or desk top printing.
- Shall allow archiving to removable drive.
- Shall export images as .jpg, .tiff, .bmp, and DICOM, with or without viewer and to CD or other media.

### **Autopsy Workstation (All In One Touch Screen Computer)**

#### **Workstation:**

- Shall meet Orange County Board of County Commissioners Computing Standards.
- Shall have screen desktop size within range of 21.5 inches (minimum) to 27 inches (maximum).
- Shall have ability to allow users to function via touch screen capability.
- Shall have a minimum resolution of 1920x1080 (or 2 megapixels).
- Shall be mounted on existing arms in autopsy suite.

### **Picture Archiving and Communication System (PACS)**

#### **Software:**

- Shall be a web-based software specifically designed for radiology.
- Shall provide unlimited web licenses.
- Shall provide secure network for transmitting patient information.
- Shall provide central system functionality for image capture, distribution, cataloging, archiving, and administrative and security management.
- Shall include encryption.
- Shall have file compression.
- Shall have workflow management.
- Shall have unlimited DICOM nodes.
- Shall have full viewing toolset (angles, measures, zoom, rotate, flip, etc.).
- Shall have client viewer installed on all PC's.
- Shall have the ability to burn CD's.

#### **Hardware:**

Shall meet Orange County Board of County Commissioners Computing Standards.

#### **Data Conversion:**

Awarded vendor shall existing data from current PACS and transfer that data to the new PACS.

### **PRE-INSTALLATION MEETING, INSTALLATION AND TRAINING**

#### **Pre-Installation meeting:**

Shall include a walk through with county representative to determine all site readiness requirements are met such as network drops, power supplies, etc.

(This walk through should not be assessed a charge to the county.)

Installation:

Shall provide system planning, integration, configuration, and quality assurance testing. Shall include on-site install and training.

Shall include sufficient time for travel and installation of two (2) DR systems, one (1) PAC system, and five (5) all in one touch screen computers in autopsy rooms located on existing wall arm extensions.

Training:

Shall include a minimum of one (1) day of travel and on-site training for 6 members of the Medical Examiner's staff (8 hour training a day with 1 hour lunch period).

**WARRANTY**

One (1) Year Warranty shall include on-site service coverage 8:00 am to 5:00 pm, Monday through Friday, all labor, travel time and travel expenses, all replacement parts, and unlimited access to 24/7 technical support.

One (1) year manufacturer warranty for the computers, monitors, and the five (5) all in one touch screens.

**PREVENTATIVE MAINTENANCE**

The Contractor shall provide preventative maintenance in accordance with the Multi-Component X-Ray System's Manufacturers Standards and recommendations. Preventative maintenance shall cover travel and labor on the x-ray system, software and review work station. The preventative maintenance inspections shall occur quarterly. These inspections shall at a minimum include:

- Determine if the DR system needs to be re-calibrated to the generating equipment being used (x-ray machines).
- The DR plates shall be cleaned of dust/dirt to prevent artifacts and damage to plate surface
- Test the DR plates to ensure proper exposure that results in no phantom images.
- The software updates, fixes provided by manufacturer shall be included at no charge.
- The Contractor shall provide accurate records and reports of all services and treatments. The Contractor shall document in writing the findings of each inspection and the preventative maintenance actions performed and sign the report as certification of services provided. The Contractor shall submit a copy of each report to the appropriate County Representative office no later than five (5) business days after completion.

Individual reports shall be provided to Representative for each service to include the following:

1. Technician's name
2. Date and time of service
3. Time-in and time-out
4. Result of inspections and recommendations

- Preventative Maintenance shall be performed during standard working hours. There is no overtime for PM services performed outside of standard working hours.
- The Contractor shall immediately report to the County Representative any issues which may affect the safety of Orange County personnel or the public.

Contract Hours:

Standard Hours: Standard working hours are Monday through Friday, 8:00 AM to 5:00 PM EST, excluding Orange County holidays.

**ON-CALL REPAIR SERVICES AND SUPPORT**

On-call repair services and support shall include service calls as needed and repairs of issues discovered during Preventative Maintenance. The service calls shall cover onsite/offsite service, support, labor and travel during standard hours.

Contract Hours:

Standard Hours: Standard working hours are Monday through Friday, 8:00 AM to 5:00 PM EST, excluding Orange County holidays.

On-Call repair services occurring during Non-Standard hours will be at an additional cost to the County. Non-Standard Hours: Are other than Monday through Friday, 8:00 AM to 5:00 PM, weekends, and Orange County holidays.

- The Contractor shall perform repair services only when directed by the County Representative. The Contractor shall coordinate the delivery or services with the County's Representative or authorized designee.
- Only Original Equipment Manufacturer's (OEM) parts shall be utilized when replacement parts are required. Accessories and Parts shall include wireless detector, batteries, and non-grid caps.
- The Contractor shall ensure that all tools, equipment, material, and supplies need to perform services are on-site and ready for use prior to starting work.
- The equipment shall be free of missing components or defects which would prevent it from functioning as originally intended and/or designed. Corrective or repair/replacement work shall be carried to completion, including operational checks and cleanup of the work site at no additional cost to the County.
- The Contractor shall provide a copy of the receipt for parts purchased and used in the repair of contracted equipment. Sales tax shall not be included in the mark-up/mark-down.
- The Contractor shall pass on the County all warranties and guarantees for parts purchase.
- Unless the work has been determined to be an emergency repair requirement, the County will not pay any shipping costs. Shipping costs may be authorized for emergency repairs when the County Representative determines that they are necessary.
- The Contractor shall not invoice for time spent at job site preparing quotes/estimates. On day of service, billable time starts at the arrival at the actual job site of the equipment to be serviced or work is performed.
- Shall include drop protection on two DR flat panel detectors.



**BID RESPONSE FORM  
IFB #Y16-1103-MG**

The Contractor shall provide all labor and other resources necessary to provide the goods and/or equipment in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs.

**LOT A INITIAL PURCHASE OF ENTIRE X-RAY SYSTEM COMPONENTS**

<b><u>ITEM NO.</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>QUANTITY FREQUENCY</u></b>	<b><u>UNIT COST</u></b>	<b><u>TOTAL BID</u></b>
1.	<b>ENTIRE X-RAY SYSTEM COMPONENTS</b> Wireless 14 x 17 DR System (Includes one 14 x 17 DR Panel, workstation, and acquisition software)	2	\$_____/Each	=\$_____
2.	All in one touchscreen computers	5	\$_____/Each	=\$_____
3.	Picture Archiving and Communication System PACS	1	\$_____/Each	=\$_____
4.	Wireless Non-Grid Cap (Protective Covering)	2	\$_____/Each	=\$_____
5.	Wireless Panel Extra Battery	1	\$_____/Each	=\$_____
6.	Training	1 Day	\$_____/Day	=\$_____

**FOB DESTINATION, INSTALLATION,  
INCLUSIVE OF 1 YEAR WARRANTY  
LOT A TOTAL ESTIMATED BID (LINES 1 THROUGH 6)**

\$\_\_\_\_\_

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

**LOT B PREVENTATIVE MAINTENANCE SERVICES**

<b><u>ITEM NO.</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT PRICE/ PERCENT</u></b>	<b><u>ESTIMATED AMOUNT</u></b>	<b><u>ESTIMATED ANNUAL PRICE</u></b>
7.	Preventative Maintenance and Standard Hours Support	\$_____/Quarter	4 Inspections	=\$_____
8.	On-Call Repairs Standard Hours	\$_____/Hour	50	=\$_____
9.	On-Call Repairs Non Standard Hours	\$_____/Hour	10	=\$_____
10.	A. Parts (expressed as a decimal) mark-up for Parts over actual cost Vendor to provide documentation For example: If the mark-up is 10% your total should be \$100.00+\$1,000.00= \$1,100.00	1+ _____ (plus)	X \$1,000	=\$_____
----- <b>OR</b> -----				
	B. Parts (expressed as a decimal) mark-down for Parts over actual cost Vendor to provide documentation For example: If the mark-down is 10% your total should be \$100.00-\$1,000.00= \$900.00	1- _____ (minus)	X \$1,000	=\$_____
11.	Sales Tax on Accessories Parts		\$50.00	<b>=\$50.00</b>
12.	Shipping (Emergency Repairs Only)		\$100.00	<b>=\$100.00</b>
13.	Annual Drop protection DR flat panel detectors	\$_____/Annual	2/panels	=\$_____
<b>LOT B TOTAL ESTIMATED BID (LINES 7 THROUGH 13)</b>				<b>\$_____</b>

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

FOB DESTINATION, INSTALLATION,  
INCLUSIVE OF 1 YEAR WARRANTY  
LOT A TOTAL ESTIMATED BID (LINES 1 THROUGH 6)

\$ \_\_\_\_\_

LOT B TOTAL ESTIMATED BID (LINES 7 THROUGH 13)

\$ \_\_\_\_\_

TOTAL ESTIMATED BID- ALL LOTS (A AND B)

\$ \_\_\_\_\_

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

**IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.**

Delivery: Sixty (60) days After Receipt of Order (ARO) per Special Terms and Conditions.

Inquiries regarding this Invitation for Bids may be directed to Maria Guevara-Hall, Senior Purchasing Agent, at [maria.guevara-hall@ocfl.net](mailto:maria.guevara-hall@ocfl.net)

**Bid Response Documents - The following documents constitute your bid:**

- A. Bid Response Form, Authorized Signatories/Negotiators, Drug-Free Workplace, Schedule of Sub-contracting, Conflict/Non-Conflict of Interest Form, E-Verification Certification, and current W9, Relationship Disclosure Form and Orange County Specific Project Expenditure Report. **Please make sure forms are fully executed where required.**
- B. Qualifications of Bidders information, per Special Terms and Conditions on page 16.
- C. Completed attached reference documentation.
- D. Descriptive literature or detailed specifications for any equal goods proposed.
- E. The Business Associate Agreement as Attachment AA

**THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:**

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

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID.

TIN#: \_\_\_\_\_ D-U-N-S® # \_\_\_\_\_

\_\_\_\_\_  
(Street No. or P.O. Box Number) (Street Name) (City)

\_\_\_\_\_  
(County) (State) (Zip Code)

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

<b><u>EMERGENCY CONTACT</u></b>	
Emergency Contact Person: _____	
Telephone Number: _____	Cell Phone Number: _____
Residence Telephone Number: _____	Email: _____

**ACKNOWLEDGEMENT OF ADDENDA**

The Bidder 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 bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications, scope of work/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 \_\_\_\_\_

**AUTHORIZED SIGNATORIES/NEGOTIATORS**

The Bidder represents that the following **principals** are authorized to sign bids, negotiate and/or sign contracts and related documents to which the bidder 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 Bidder shall complete and submit the following information with the bid:

**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 \_\_\_\_\_

## REFERENCES

List three (3) customers during the past ten (10) years for which you provided, goods or services similar to those specified in the solicitation in the spaces provided below. Provide the owner's name, contact person, address, email address, telephone number, and date services were performed, as described.

1. Company Name: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Description of goods or services provided: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \_\_\_\_\_

Start and End Date of Contract: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

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

Email Address: \_\_\_\_\_

2. Company Name: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Description of goods or services provided: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \_\_\_\_\_

Start and End Date of Contract: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

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

Email Address: \_\_\_\_\_

3. Company Name: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Description of goods or services provided: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \_\_\_\_\_

Start and End Date of  
Contract: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

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

Email Address: \_\_\_\_\_

## DRUG-FREE WORKPLACE FORM

The undersigned Bidder, 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.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date



## SCHEDULE OF SUBCONTRACTING

**IFB NO. Y16-1103-MG**

As specified in the General Terms and Conditions and the Bid Preference Clause in the Special Terms and Conditions, bidders are to present the details of subcontractor participation.

<b>Name Of Subcontractor</b>	<b>Address</b>	<b>Type of Work to be Performed</b>	<b>Percent of Contract Amount to be Subcontracted</b>

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

## 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 bid. 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 bid.

**E VERIFICATION CERTIFICATION**

Contract No.Y16-1103-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.Y16-1103-MG, Multi-Component X-Ray System, Preventative Maintenance Coverage And Support Term Contract**, 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 Bidder and shall be submitted to the Procurement Division by the Bidder.

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

**Part I**

**INFORMATION ON BIDDER:**

Legal Name of Bidder:

---

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

---

---

Business Phone: (     ) \_\_\_\_\_

Facsimile: (     ) \_\_\_\_\_

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

Name of Bidder's Authorized Agent:

---

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

---

---

Business Phone: (     ) \_\_\_\_\_

Facsimile: (     ) \_\_\_\_\_

**Part II**

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

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

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

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

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

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

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

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(Use additional sheets of paper if necessary)

**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.**

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

**Part III**

**Original signature and notarization required**

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

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

Printed Name and Title of Person completing this form:  
 \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

**WHO NEEDS TO FILE THE SPR?**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CONCLUSION:**

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

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

**AGENT AUTHORIZATION FORM**

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

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

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

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

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

(Notary Seal)

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



**EXHIBIT A**

**LEASED EMPLOYEE AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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

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

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Orange County Government is additionally insured on the General Liability Policy. A waiver of subrogation applies in favor of Orange County Government, it's agents, employees, and officials on the Worker's Compensation Policy.

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

1. **PRODUCER:** Agent's name and address must be shown along with contact name phone, fax, and email address.
2. **INSURED:** Legal name and address of the entity entering into the contract or agreement
3. **INSURERS AFFORDING COVERAGE & NAIC #:** Name of the insurance company that is insuring the line of coverage. The INSURER and applicable letter will be used throughout the certificate to indicate the lines of coverage placed with a particular insurance company. A letter must be shown in the INSUR L TR section for each coverage line listed on the certificate.
4. **ADDL INSR:** Signifies whether coverage includes additional insured status. Very few agents use this section. Additional insured status is usually discussed in the Description of Operations/Locations/Vehicles section.
5. **SUBR WVD:** Signifies that a waiver of subrogation is in valid for each line of coverage as indicated.
6. **POLICY NUMBER:** A policy number should be listed for each line of coverage for which commercial insurance is being provided.
7. **POLICY EFFECTIVE/EXPIRA TJON DATES:** Effective and expiration dates should fall within the time frame of the inception of the contract or agreement.
8. **LIMITS:** As required in the written agreement. The general aggregate should be at least twice the per occurrence limit for all continuing service contracts. If the aggregate limit applies separately then the PROJECT box should be marked.
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)
<b><i>The following are additional insured under the Professional Liability section of this policy (already included under the GL by form #86571).</i></b>
YOUR MEDICAL DIRECTORS AND ADMINISTRATORS, INCLUDING PROFESSIONAL PERSONS, BUT ONLY WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FOR THE NAMED INSURED AS MEDICAL DIRECTORS AND ADMINISTRATORS;
AN INDEPENDENT CONTRACTOR IS AN INSURED ONLY FOR THE CONDUCT OF YOUR BUSINESS AND SOLELY WHILE PERFORMING SERVICES FOR A CLIENT OF THE NAMED INSURED, BUT SOLELY WITHIN THE SCOPE OF SERVICES CONTEMPLATED BY THE NAMED INSURED;
STUDENTS IN TRAINING WHILE PREFORMING DUTIES AS INSTRUCTED BY THE NAMED INSURED;
ANY ENTITY YOU ARE REQUIRED IN A WRITTEN CONTRACT (HEREINAFTER CALLED ADDITIONAL INSURED) TO NAME AS AN INSURED IS AN INSURED BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF YOUR PREMISES OR OPERATIONS:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

**EXHIBIT 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 <sup>nd</sup> FLOOR ORLANDO, FL 32801
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

## EXHIBIT D

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WORKERS COMPENSTION AND EMPLOYEES LIABILITY  
INSURANCE POLICY WC 00 03 13

2<sup>ND</sup> Reprint

*Effective April 1, 1984*

Advisory

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### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

#### Schedule

**Name of Person or Organization:**

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

© 1983 National Council on Compensation Insurance, Inc.

©NCCI Holdings, Inc.

**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, 2<sup>nd</sup> FLOOR  
ORLANDO, FL 32801

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

The 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 AA

### 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](mailto: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 Y16-1103, 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.

## ENTERPRISE SECURITY STANDARDS, POLICIES, AND GUIDELINES

### ANTIVIRUS STANDARD

#### 21.0 Purpose

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

#### 22.0 Scope

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

#### 23.0 Policies

##### 23.1 Virus Software – Servers

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

##### 23.2 Virus Software – Workstations

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

##### 23.3 Virus Software – Exchange Servers

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

##### 23.4 Virus Software – Internet Mail

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

##### 23.5 Virus scanning

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

#### 24.0 Guidelines

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

#### 25.0 Enforcement

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

#### 26.0 Definitions

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.

## ENTERPRISE SECURITY STANDARDS, POLICIES, AND GUIDELINES

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### DMZ SECURITY STANDARD

#### 13.0 Purpose

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

#### 14.0 Scope

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

#### 15.0 Goal

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

#### 16.0 Audience

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

#### 17.0 Roles

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

#### 18.0 Policies

##### 18.1 ISS-ESU Discretion

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

##### 18.2 Activity

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

##### 18.3 Web Servers

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

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

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

##### 18.4 Administrative Rights

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

##### 18.5 Production Servers

The OCGBCC DMZ shall host production servers only.

##### 18.6 Remote Access

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

##### 18.7 Traffic

###### 18.7.1 Internet Activity

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

###### 18.7.2 Internal Activity

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

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

###### 18.7.3 Routing

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

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



**18.8 Data**

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

**19.0 Guidelines**

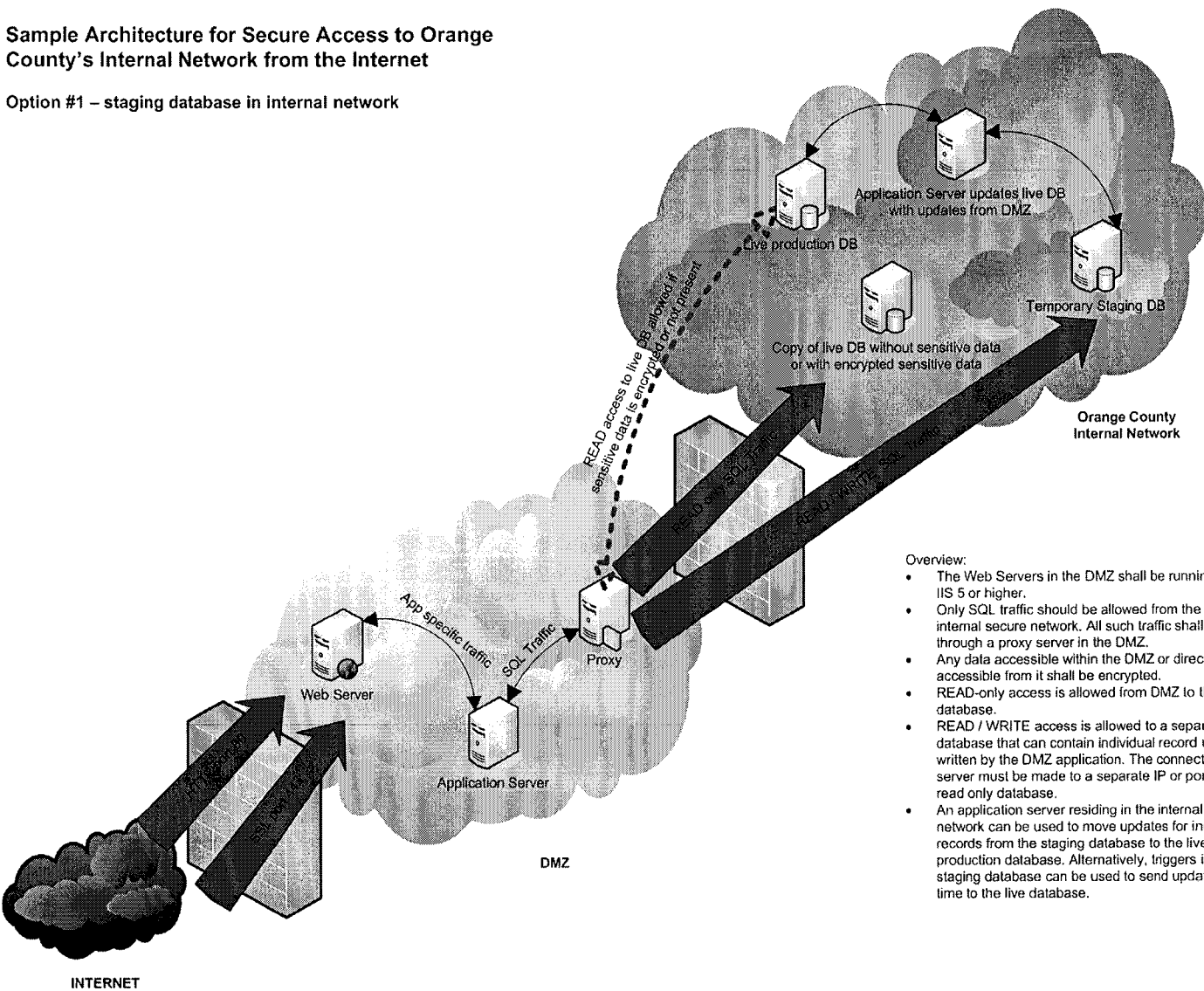
- Should databases in policy 18.8.5 need to receive updates by the OCGBCC DMZ, the write operations should be made to a physically separate "staging" data repository. This separate data repository should contain only updates for the specific records being changed. An application server within the internal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

**20.0 Definitions**

<b>Term</b>	<b>Definition</b>
<b>Bank Information</b>	Checking account numbers, credit card numbers, or any unique number from a bank institution.
<b>De-Militarized Zone (DMZ)</b>	A computer term used for a protected network that sits between the Internet and the corporate network.
<b>DNS</b>	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.
<b>FTP</b>	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.
<b>Health Insurance Portability and Accountability Act (HIPAA)</b>	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.
<b>HTTP</b>	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.
<b>HTTPS</b>	HyperText Transfer Protocol over Secure Socket Layer (SSL) – By convention, URLs that require an SSL connection start with https: instead of just http:.
<b>IMAPS</b>	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.
<b>LDAP</b>	Lightweight Directory Access Protocol – A set of protocols for accessing information directories.
<b>SSL</b>	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.
<b>SQL</b>	Structured query language – SQL is a standardized query language for requesting information from a database.

**Sample Architecture for Secure Access to Orange County's Internal Network from the Internet**

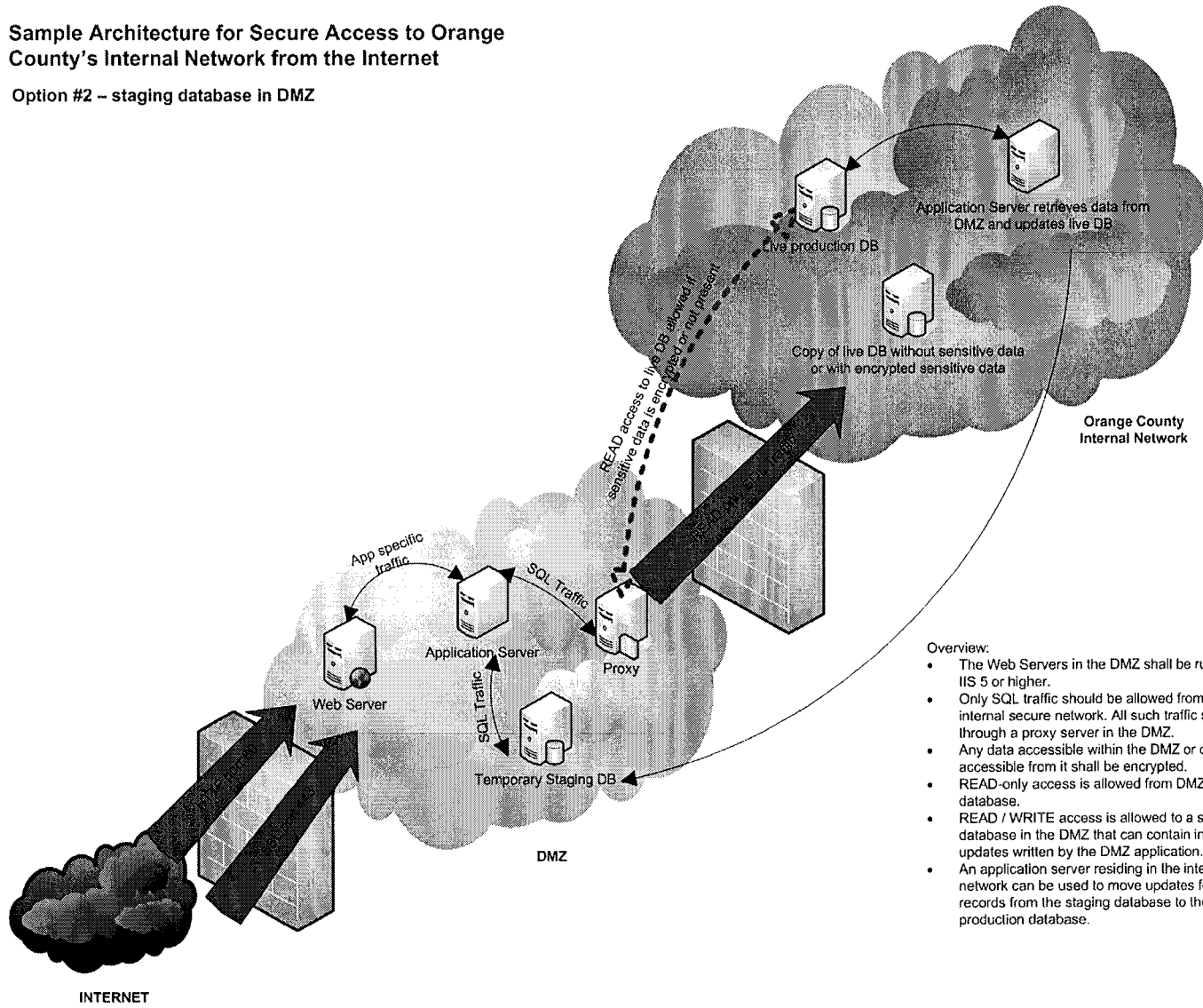
**Option #1 – staging database in internal network**



- Overview:
- The Web Servers in the DMZ shall be running Microsoft IIS 5 or higher.
  - Only SQL traffic should be allowed from the DMZ to the internal secure network. All such traffic shall be routed through a proxy server in the DMZ.
  - Any data accessible within the DMZ or directly accessible from it shall be encrypted.
  - READ-only access is allowed from DMZ to the live database.
  - READ / WRITE access is allowed to a separate staging database that can contain individual record updates written by the DMZ application. The connection to this server must be made to a separate IP or port from the read only database.
  - An application server residing in the internal secure network can be used to move updates for individual records from the staging database to the live production database. Alternatively, triggers in the staging database can be used to send updates in real-time to the live database.

**Sample Architecture for Secure Access to Orange County's Internal Network from the Internet**

**Option #2 – staging database in DMZ**

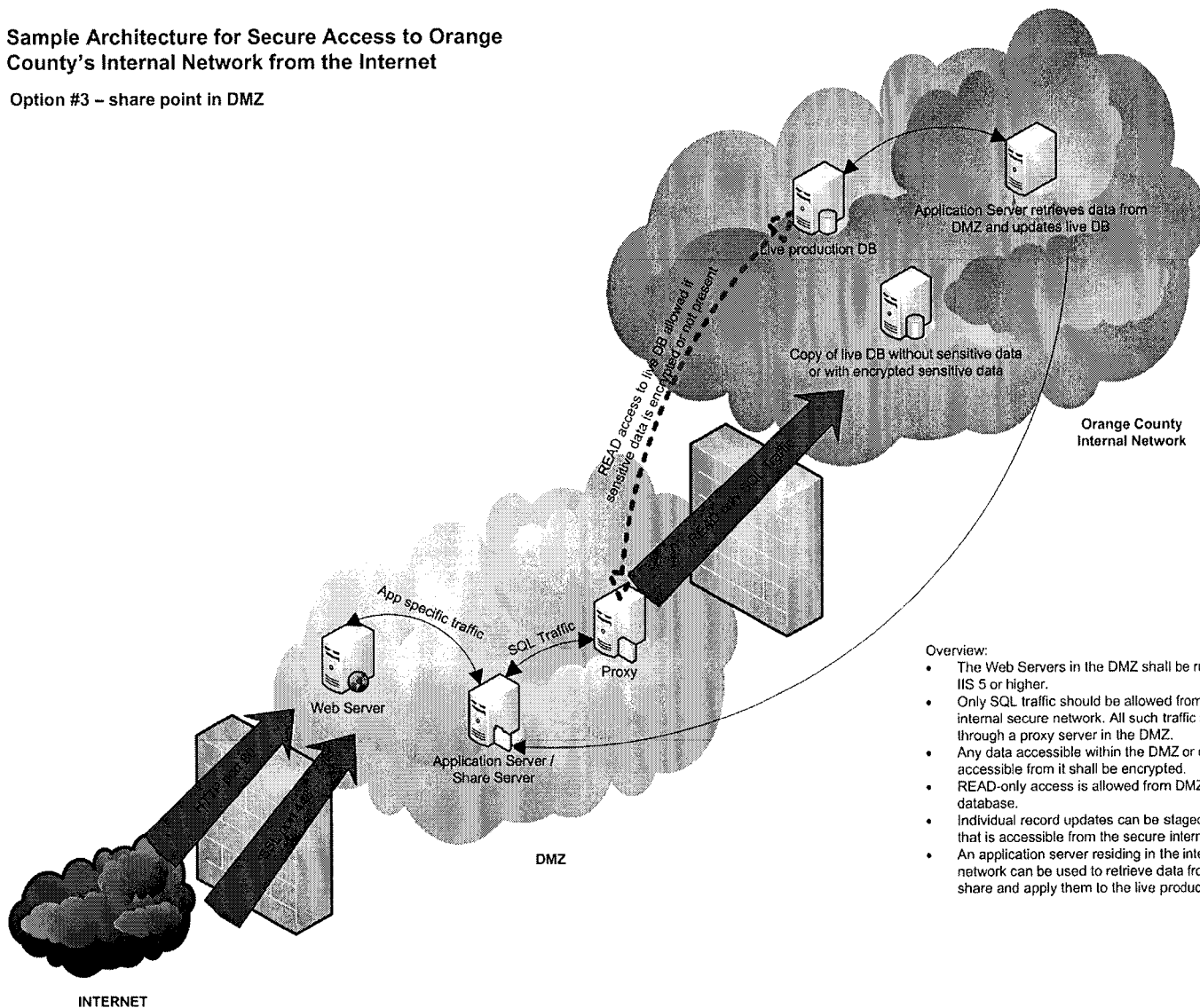


**Overview:**

- The Web Servers in the DMZ shall be running Microsoft IIS 5 or higher.
- Only SQL traffic should be allowed from the DMZ to the internal secure network. All such traffic shall be routed through a proxy server in the DMZ.
- Any data accessible within the DMZ or directly accessible from it shall be encrypted.
- READ-only access is allowed from DMZ to the live database.
- READ / WRITE access is allowed to a staging database in the DMZ that can contain individual record updates written by the DMZ application.
- An application server residing in the internal secure network can be used to move updates for individual records from the staging database to the live production database.

**Sample Architecture for Secure Access to Orange County's Internal Network from the Internet**

Option #3 – share point in DMZ



**Overview:**

- The Web Servers in the DMZ shall be running Microsoft IIS 5 or higher.
- Only SQL traffic should be allowed from the DMZ to the internal secure network. All such traffic shall be routed through a proxy server in the DMZ.
- Any data accessible within the DMZ or directly accessible from it shall be encrypted.
- READ-only access is allowed from DMZ to the live database.
- Individual record updates can be staged to a file share that is accessible from the secure internal network.
- An application server residing in the internal secure network can be used to retrieve data from the above share and apply them to the live production database.

## ENTERPRISE SECURITY STANDARDS, POLICIES, AND GUIDELINES

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### ***SENSITIVE DATA AND ENCRYPTION STANDARD***

#### **7.0 Purpose**

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

#### **8.0 Scope**

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

#### **9.0 Policies**

##### **9.1 Activity**

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

##### **9.2 Encryption Algorithms**

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

##### **9.3 Data Hashing**

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

- MD5
- SHA-1
- SHA-2

##### **9.4 SSL Certificates**

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

##### **9.5 Sensitive Data Stored on the Internal Network**

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

##### **9.6 Sensitive Data Stored on the External DMZ Network**

- 9.6.1** Any and all activity within and through the OCGBCC DMZ shall require direct involvement and documented approval by the Information Systems and Service Enterprise Security unit (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 9.5 of this document shall be backed up using encryption algorithm standards found in 9.2.

**9.8 Laptops and Removal Devices**

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

**10.0 Guidelines**

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

**11.0 Enforcement**

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

**12.0 Definitions**

<b>Term</b>	<b>Definition</b>
<b>Encryption</b>	Transforming understandable data into a form that is incomprehensible and that looks like random noise.
<b>Hashing</b>	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.
<b>DMZ</b>	De-Militarized Zone – A computer term used for a protected network that sits between the Internet and the corporate network.
<b>Certification Authority (CA)</b>	In cryptography, a certificate authority or certification authority (CA) is an entity which issues digital certificates for use by other parties.
<b>Bank Information</b>	Checking account numbers, credit card numbers, or any unique number from a bank institution.
<b>HIPAA</b>	The federal Health Insurance Portability and Accountability Act of 1996
<b>EPHI</b>	Electronic Protected Health Information is a set of identifiers defined by HIPAA § 164.514.
<b>PCI DSS</b>	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.

## ENTERPRISE SECURITY STANDARDS, POLICIES, AND GUIDELINES

### EXTERNAL DATA HOSTING STANDARD

#### 1.0 Purpose

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

#### 2.0 Scope

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

#### 3.0 Audience

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

#### 4.0 Policies

##### 4.1 Data Input and Processing

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

##### 4.2 Data Storage and Handling

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

##### 4.3 Transmission of Data

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

##### 4.4 Disposal of Data

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

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

##### 4.5 External Audit

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

#### 5.0 Definitions

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	A sanitization method for optical media, such as CDs.
Florida Statue 119.071	Detailed guidelines on usage of Social Security information

## ENTERPRISE SECURITY STANDARDS, POLICIES, AND GUIDELINES

### WEB SECURITY STANDARD

#### 1.0 Purpose

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

#### 2.0 Scope

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

#### 3.0 Policies

##### 3.1 Activity

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

##### 3.2 Hardware

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

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

##### 3.3 Software

##### 3.3.1 Web Server Platforms

###### 3.3.1.1 Microsoft

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

###### 3.3.1.2 Apache Software Foundation

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

###### 3.3.1.3 Other

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

##### 3.3.2 Databases

###### 3.3.2.1 Location

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

##### 3.4 Security

##### 3.4.1 General

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

##### 3.4.2 Account Management

###### 3.4.2.1 Local Account Access

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

###### 3.4.2.2 Process/Application Accounts

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

###### 3.4.2.3 Web Server Anonymous Accounts

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

##### 3.4.3 Permissions

###### 3.4.3.1 Operating System Permissions

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

###### 3.4.3.2 Vendor/Third Party Access

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



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

#### **3.4.3.3 Developer Access**

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

#### **3.4.4 Java Server Engines**

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

#### **3.4.5 FTP**

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

#### **3.4.6 IIS Virtual Directories, Application Pools, Settings**

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

#### **3.4.7 Other**

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

### **4.0 Guidelines**

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

### **5.0 Enforcement**

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

### **6.0 Definitions**

#### **Term**

#### **Definition**

#### **FTP**

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

#### **WebDav**

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

#### **Front Page Extensions**

A series of scripts that can be employed using Microsoft FrontPage, a visual 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 — Critical Standards Summary

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

### Web Servers

#### Web and Database Placement

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

#### Anonymous Accounts

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

#### Process/Application Accounts

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

### DMZ

#### Web Server Platforms

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

#### Services and Protocols

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

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

#### Encrypted Data

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

#### Data Access

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

### Antivirus

#### Virus scanning

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

### Microsoft Security Patches

#### Patch installation

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

### Encryption

#### Laptops and Removal Devices

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

## VOICE AND DATA NETWORK STANDARDS

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### Network Systems

#### *Protocol Node Names and Addresses*

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

10.0.0.0	-	10.255.255.255/8
172.16.0.0	-	172.31.255.255/12
192.168.0.0	-	192.168.255.255/16

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

### ***Bridges, Routers, and Gateways***

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

### ***Network Security***

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

### ***Network Components***

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

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

### ***Network Circuits***

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

### ***Network Installation***

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

### ***Network Trouble Reporting***

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

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

- 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.

# **Mobile Device Standards**

(Updated 3-10-2016)

## **Conventional Phone** (Legacy Phone – Data & Texting will be disabled)

- Samsung Rugby IV Flip - Rugged Flip Phone with EPTT
- Sonim XP5
- LG B470 Flip

## **Android**

Orange County Android phones must run Android version 4.1 or above.

- Samsung Galaxy S5
- Samsung Galaxy S5 Active
- Samsung Galaxy Tablet
- Samsung Galaxy S6
- Samsung Galaxy S6 Active

ISS places orders for all new phones and mobile devices.

Chargers, holsters, rugged cases, and other accessories can be purchased along with other office supplies by the individual departments.



# Orange County Board of County Commissioners

## Desktop Computing Standards

### May 2016

#### AUTHORIZED PRODUCTS FOR NEW PURCHASES

NOTE: For server hardware standards, please see "Enterprise Systems Standards and Policies.doc"

#### 1: HARDWARE

##### Dell Desktop Computer

Dell OptiPlex 7040 Small Form Factor (SFF) (does not include monitor or ext. speakers)

- ◆ Intel Core Processor Options:
  - a) i5 processor - SFF with DVD+/-RW
  - b) i7 processor – SFF with DVD+/-RW
  - c) i7 processor – Micro without DVD+/-RW
- ◆ Windows 7 Professional 64-bit
- ◆ 128GB SSD Hard Drive
- ◆ 8GB RAM
- ◆ USB Keyboard and Mouse
- ◆ Display Port to DVI Adapter 6' Cable
- ◆ 3 Year basic parts warranty

##### Dell Precision Computer

Dell Precision T3420 Small Form Factor (SFF) (does not include monitor or ext. speakers)

- ◆ Intel Core i7-6700
- ◆ Windows 7 Professional 64-bit
- ◆ 512GB SSD Hard Drive
- ◆ 16GB RAM
- ◆ NVIDIA Quadro K1200 4GB, (4 mDP) Low Profile Video
- ◆ USB Keyboard and Mouse
- ◆ Display Port to DVI Adapter 6' Cable
- ◆ 3 Year basic parts warranty

##### Dell Latitude Laptop

Dell Latitude E7470 Laptop (Does not include Docking Station or Carrying Case)

- ◆ Intel Core i5-6300U
- ◆ Windows 7 Professional 64-bit
- ◆ 14" HD (1366x768) Non-Touch Anti-Glare LCD with Mic/without Camera
- ◆ 128GB SSD Hard Drive
- ◆ 8GB RAM
- ◆ **NO** DVD-ROM Drive
- ◆ Computrace Protection
- ◆ 3 Year basic parts warranty

## 2: SOFTWARE

### Desktop/Laptop

- ◆ Microsoft Windows 7 Pro with IE 11
- ◆ Microsoft Office 2010 Pro or Office 2013 Pro
- ◆ All MS Office apps on the same PC must match version. (i.e. Project, Visio, Word)
- ◆ 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 the command line.
  - ◆ Must be installed and operated without end user administrator permissions.
- ◆ Java 1.7\_55 – Only supported version of Java
- ◆ Silverlight – latest version
- ◆ Preference is given to any hosted solution not requiring installation of local software or configuration files.
- ◆ Bomgar or WebEx for remote access

### Network Connectivity

- ◆ AT&T Wireless AirCard
- ◆ Cisco VPN
- ◆ Hosted applications must be accessible from devices with automatically assigned network settings (all settings automatically supplied by DHCP, no fixed addresses)

## 3: CLIENT BASED DATABASES

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

## 4: PERIPHERALS and ACCESSORIES

### Black and White LaserJet Printers

- ◆ HP LaserJet Pro 400 Printer M402n (500 to 2000 pages/month) < 4 users
- ◆ HP LaserJet M506dn (5-10 people, 1500 to 5000 pages/month + secure printing)
- ◆ HP LaserJet M605dn (10-25 people, 5000 to 16000 pages/month + secure printing)

### Color LaserJet Printers

- ◆ HP Color LaserJet Pro M452 (500-1500 pages/month, small paper tray)
- ◆ HP Color Laserjet Enterprise M651 (2500 to 17000 pages/month + secure printing)

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

- ◆ HP MFP M426fdn (750 to 4000 pages/month, B/W)
- ◆ HP color MFP M277dw (1 or 2 people, occasional scanning)
- ◆ HP color MFP M477fdn (750 to 4000 pages/month)
- ◆ HP color MFP M577dn (2000 to 7500 pages/month)

### Scanners (all come with Adobe Acrobat, document feeders)

- ◆ Fujitsu ScanSnap iX500 (25ppm, 50 sheet ADF, Connected via USB)
- ◆ Fujitsu N7100 (25ppm, 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](mailto:ServiceCenter@ocfl.net) for more information and assistance.**

## UNSUPPORTED PRODUCTS

### 1: HARDWARE

- ◆ Pentium dual-core and older desktop systems, Optiplex 620, 745, 755, 960
- ◆ Latitude D-series Laptops, Latitude E6500, E6510, E6520
- ◆ Non-Dell PCs
- ◆ Wireless keyboards and mice (except conf. rooms)

### 2: SOFTWARE

- ◆ MS Office platforms prior to Office 2007 (including Visio & Project)
- ◆ Non MS Windows-based operating systems
- ◆ Shareware / Freeware
- ◆ Windows 8, Windows 10
- ◆ Windows XP and older
- ◆ Google Chrome
- ◆ Freelance
- ◆ SHL Vision & Vision Express, WIN9x/WINNT/UNIX
- ◆ Reflection version 11 or lower

### 3: CLIENT DATABASES

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

### 4: PERIPHERALS AND ACCESSORIES

- ◆ Inkjet printers
- ◆ Printers over 7 years old
- ◆ Scanning to multiple folders per device

## PROHIBITED PRODUCTS

### 1: 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 Wi-Fi Hotspots

**2: SOFTWARE**

- ◆ Microsoft Internet Explorer version 10 and below
- ◆ Server software is not permitted on workstations (SQL server, print servers, web server, file sharing)
- ◆ Cloud-based collaborative software (data must be stored within our datacenter).
- ◆ Personal Software (purchased for non-commercial use)
- ◆ WordPerfect
- ◆ Non-Internet Explorer browsers (Firefox, Safari, Opera)
- ◆ Any Alpha/Beta/Shareware 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, Bomgar
- ◆ 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
- ◆ 3<sup>rd</sup> Party Desktops
- ◆ Disk Compression
- ◆ Non-Static BITMAP Backgrounds or screen savers
- ◆ iTunes or other content sharing applications
- ◆ P2P software
- ◆ MS Access Run-time Libraries

**3: NETWORK PROTOCOLS**

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

**4: PERIPHERALS AND ACCESSORIES**

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

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

ORANGE COUNTY BCC

# Orange County Florida Technology Standards

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Systems Hosted by Orange County

11/5/2014

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

# Orange County Florida Technology Standards Systems Hosted by Orange County

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

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### Authorized Products for New Purchases

#### *Hardware*

#### **Dell Desktop minitower and small form factor (SFF) PC**

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

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

#### **Dell Laptop**

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

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

##### **Dell Latitude e7440 (Latitude 14 7000 Series Ultrabook)**

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

#### **Smartphones**

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

#### *Software*

##### **Desktop/Laptop**

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



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

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- ◆ Microsoft Office 2007 or greater (Standard or Professional Suite)
- ◆ Active X controls – any application requiring the use of Active X controls must be preapproved by ISS desktop support. At a minimum they must meet the following criteria:
  - ◆ Packaged as an MSI file for installation/distribution from command line.
  - ◆ Must be installed and operated without end user administrative permissions.
- ◆ Java 1.6\_17 – Only supported version of Java
- ◆ Internet hosted applications must be preapproved by ISS Desktop Services and ISS Security. Preference is given to any hosted solution not requiring installation of local software or configuration files.

### ***Network Connectivity***

- ◆ AT&T Wireless AirCard
- ◆ Cisco VPN

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

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

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

#### **Black and White LaserJet Printers**

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

#### **Color LaserJet Printers**

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

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

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

#### **Scanners (all come with Adobe Acrobat, document feeders)**

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

\*\*Printers must use OEM toner cartridges only

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

# Orange County Florida Technology Standards Systems Hosted by Orange County

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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

# Orange County Florida Technology Standards Systems Hosted by Orange County

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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
- ◆ 3<sup>rd</sup> 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.

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

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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. \*\****

# Orange County Florida Technology Standards Systems Hosted by Orange County

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## 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)
- ◆ Application, service or vendor accounts will not be members of the domain administrators group.

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

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

### ***Oracle Environment***

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

### ***SQL Server Environment***

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

# Orange County Florida Technology Standards Systems Hosted by Orange County

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## Network Systems

### *Protocol Node Names and Addresses*

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

10.0.0.0 - 10.255.255.255/8

172.16.0.0 - 172.31.255.255/12

192.168.0.0 - 192.168.255.255/16

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

### *Bridges, Routers, and Gateways*

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

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

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### ***Network Security***

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

### ***Network Components***

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



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

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### ***Network Circuits***

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

### ***Network Installation***

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

### ***Network Trouble Reporting***

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

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

### ***Network Performance Management***

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

### ***Network Documentation***

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

### ***Telephony Standards***

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

### ***IP Telephony***

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

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

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- ◆ 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.

ORANGE COUNTY BCC

# Orange County Florida Technology Standards

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## Systems Hosted by Vendors

11/5/2014

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

# Orange County Florida Technology Standards Systems Hosted by Vendors

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# Orange County Florida Technology Standards Systems Hosted by Vendors

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## 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.

## Orange County Florida Technology Standards Systems Hosted by Vendors

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### Prohibited Products

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

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