

Issue Date: September 14, 2016

## REQUEST FOR PROPOSALS

FOR

**THE UTILITIES CUSTOMER INFORMATION SYSTEM (CIS) SOLUTION:  
PAYMENT GATEWAY, INTERACTIVE VOICE AND WEB RESPONSE (IVR and IWR),  
OUTBOUND NOTIFICATIONS, CALL CENTER MODULE AND MOBILITY SOLUTION**

**RFP #Y17-125-PD**

The Orange County Board of County Commissioners, Orange County, Florida, invites interested parties to submit proposals **no later than 2:00 PM, Thursday, November 17, 2016** for providing the Utilities Customer Information System (CIS) Solution: Payment Gateway, Interactive Voice and Web response (IVR and IWR), Outbound Notifications, Call Center Module and Mobility Solution to the Board of County Commissioners.

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

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

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

## NOTICE TO PROPOSERS

To ensure that your proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Perry Davis, Senior Purchasing Agent, at (407) 836-5638, whose email address is [Perry.Davis@ocfl.net](mailto:Perry.Davis@ocfl.net). **You may contact Perry Davis at any time during this process, including during the Black-Out Period.**

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# REQUEST FOR PROPOSALS

## FOR

### THE UTILITIES CUSTOMER INFORMATION SYSTEM (CIS) SOLUTION: PAYMENT GATEWAY, INTERACTIVE VOICE AND WEB RESPONSE (IVR and IWR), OUTBOUND NOTIFICATIONS, CALL CENTER MODULE AND MOBILITY SOLUTION

RFP #Y17-125-PD

#### **PURPOSE**

The Orange County Board of County Commissioners, Orange County, Florida, is soliciting for a Utilities Customer Information System (CIS) Solution: Payment Gateway, Interactive Voice and Web Response (IVR and IWR) Outbound Calling, Call Center Module, and Mobility Solution. The County is requesting a hosted solution for all components, but will consider a premise based IVR solution.

#### **INSTRUCTIONS TO PROPOSERS**

Firms or companies desiring to provide services, as described in the Scope of Work, shall submit sealed proposals, one (1) original, fifteen (15) copies and one (1) electronic copy on CD or USB drive not later than **2:00 PM local time Thursday, November 17, 2016**, to the Orange County Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, Florida 32801, (407) 836-5635.

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

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

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

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

## **TERMS AND CONDITIONS**

### **1. ACCEPTANCE/REJECTION/CANCELLATION**

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

### **2. CLARIFICATION**

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

### **3. WITHDRAWAL OF PROPOSAL**

Any proposal may be withdrawn until the Phase 3 proposals submission. Any Phase 3 proposals not so withdrawn shall constitute an irrevocable offer, for a period of one hundred eighty (180) days, to provide to the County the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.

### **4. SEALED PROPOSALS**

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

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

### **5. PROPOSAL PREPARATION**

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

### **6. INSURANCE**

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

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

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

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

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

Required Coverage:

- Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 per occurrence. Consultant/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 Consultant/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 Consultant/Contractor does not own automobiles the Consultant/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 Consultant/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 Consultant/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent
- Professional Liability/Cyber liability \$2,000,000.00- with a limit of not less than \$1,000,000 per occurrence/claim

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Consultant/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Consultant/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 Consultant/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 Consultant/Contractor of the obligation to provide replacement coverage.

By entering into this contract Consultant/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 Consultant/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Consultant/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 Consultant/Contractor shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Consultant/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.

The certificate holder shall read:

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



7. **DRAFT CONTRACT**

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

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

**Any applicable software licensing agreements, end-user licensing agreements, third-party licensing agreements, service level agreement, legal notices etc. supplementing the draft contract shall be submitted with the written proposal (Phase 1).**

8. **ACCOUNTING SYSTEM**

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

9. **SHORTLISTS, PROTESTS and LOBBYING**

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

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

- **Orange County Lobbyist Regulations General Information**  
**<http://www.ocfl.net/Portals/0/Resources/Internet/govern/Lobbying/docs/200814.pdf>**

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

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

- **Orange County Protest Procedures**  
**[http://www.orangecountyfl.net/Portals/0/Resources/Internet/DEPARTMENTS/County\\_Admin/docs/CodeCH17-313.pdf](http://www.orangecountyfl.net/Portals/0/Resources/Internet/DEPARTMENTS/County_Admin/docs/CodeCH17-313.pdf)**

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

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

**10. PUBLIC ENTITY CRIME**

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

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

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

**11. AVAILABILITY OF FUNDS**

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

**12. TOBACCO FREE CAMPUS**

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

**13. SCHEDULE OF SUBCONTRACTING**

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

#### 14. EQUAL OPPORTUNITY

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

Further, the Contractor shall abide by the following provisions:

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

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

#### 15. QUESTIONS REGARDING THIS RFP

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

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

All questions or concerns regarding this Request for Proposals and the attached Draft Contract must be submitted in writing, by email to Perry.Davis@ocfl.net no later than 5:00 PM Friday, November 4, 2016 to the attention of Perry Davis, Procurement Division, referencing the RFP number. When required the Procurement Division will issue an addendum to the Request for Proposals. The addendum will be available on the Internet for access by potential proposers. Proposers are instructed not to contact the initiating division directly. No oral interpretation of this Request for Proposal shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Procurement Division Manager. **You may contact Perry Davis at any time during this process, including during the Black Out Period.**

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

## 16. DEBRIEFING OF PROPOSERS

Not later than thirty (30) days after Board approval of a selection or shortlist, a proposer may submit a written request to the applicable contract administrator or purchasing agent for a debriefing on the evaluation of their proposal. The contract administrator/purchasing agent will schedule a meeting with the Proposer for the debriefing. However, at the Proposer's request, the debriefing may be conducted via telephone conference or the proposer may request a copy of the digital recording of the selection on CD for a \$1.00 fee per CD. The debriefing shall include the following minimum information:

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

Untimely debriefing requests will also be considered.

## 17. REFERENCE CHECKS

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

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

## 18. CONFIDENTIAL INFORMATION

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

## 19. PROPOSAL FORMAT

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

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

1. Submit one (1) original, fifteen (15) copies and one (1) electronic copy on CD or USB drive for document management purposes. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.
2. All responses and copies are to be submitted on 8 ½ x 11 inch paper, bound individually with a type size no less than 10 point.
3. Hard copy proposals and copies shall be clearly organized **with a labeled divider for each section and sub-section**, presented in the specific order.
4. The Proposer shall limit narrative explanations to one (1) page or less per question, for questions covering multiple products the narratives shall be (1) page or less per product. The page limit applies to narratives only and does not apply to documentation, resumes, manuals and pictorial. **Do not attach manuals or other documentation in lieu of written explanations.** Explanation response pages shall indicate section number, subsection number and question number. Each section and subsection shall start on a new page. Explanation response pages shall follow the question response forms for each section in the proposal response binder.
5. If your response contains any information deemed confidential, in accordance with Chapter 119 of the Florida Statutes, provide an additional CD or USB drive with a redacted version of your response labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

## EVALUATION CRITERIA

### 1. OVERALL EVALUATION

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

Selection Criteria Weight per Phase

|                                      |            |
|--------------------------------------|------------|
| Phase 1 (Written Proposal)           | 40         |
| Phase 2 (Demonstration/Presentation) | 35         |
| Phase 3 (Cost, & M/WBE)              | <u>25</u>  |
| <b>TOTAL</b>                         | <b>100</b> |

|   |                 |
|---|-----------------|
| Welfare Transition and Dislocated Workers Hires | 5 Bonus Points  |
| Registered SDV Sub-Contractor Hires             | 10 Bonus Points |
| Registered SDV Prime proposers                  | 5 Bonus Points  |

**Cost will only be evaluated for proposals that received satisfactory scores on the previous phases.** The County reserves the right to request additional information to facilitate the selection. Proposers advancing to Phase 3 of the evaluation process may be required to submit proof of financial stability in the form of their most recent annual reports, Dun and Bradstreet reports and/or financial statements for the consideration of the County.

### 2. PHASE 1 – EVALUATION DETAIL

Proposals will be evaluated in this Phase based on the written proposal. The proposal will evaluate the qualifications of the technical team, technical software features and project management methodology. The evaluation score for Phase 1 will be calculated based on the weighted criteria in the table below. Only those proposers whose responses are scored 120 or above and meets the all of the County’s prerequisite requirements shall be qualified for Phase 2.

**Prerequisite Requirements**

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

**Written Response**

The written response portion for the Phase I evaluation, at pages 44-68, will be calculated based on the following weighted criteria.

| SECTION | SELECTION CRITERIA                   | WEIGHT (40) |
|---------|--------------------------------------|-------------|
| 1.2     | Proposer Qualifications & References | 25%         |
| 1.3     | Technical Approach                   | 15%         |
| 1.4     | Functional Approach                  | 60%         |
|         | <b>TOTAL</b>                         | <b>100%</b> |

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

**3. PHASE 2 – EVALUATION DETAIL**

The specific place and time for the Phase 2 on-site presentation/demonstration will be determined after the preliminary evaluation of the proposals has been completed. Qualified proposers shall be notified of their scheduled presentation date as soon as possible. The County will provide further instructions when notifying proposers that they have successfully proceeded to Phase 2.

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

Only those proposers whose responses for Phases 1 & 2 cumulatively score 225 or above and meets all of the County’s requirements as outlined in the RFP shall be selected to continue to Phase 3 of the evaluation process.

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

| <b><u>SECTION</u></b> | <b><u>SELECTION CRITERIA</u></b> | <b><u>WEIGHT (35)</u></b> |
|-----------------------|----------------------------------|---------------------------|
| 2.1                   | Project Presentation             | 15%                       |
| 2.2                   | Software Demonstration Tasks     | 45%                       |
| 2.3                   | Project Team Interview           | 40%                       |
|                       | <b>TOTAL</b>                     | <b>100%</b>               |

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

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

**Fact Finding**

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

**4. PHASE 3 – EVALUATION DETAIL**

Proposers with a cumulative score of 225 for Phases 1 & 2 will be considered to advance to Phase 3. Proposers shall have Fifteen (15) calendar days commencing the first business day after the Phase 2 posting (<http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp>) to submit Phase 3 proposals.

| <b><u>SECTION</u></b> | <b><u>SELECTION CRITERIA</u></b> | <b><u>WEIGHT (25)</u></b> |
|-----------------------|----------------------------------|---------------------------|
| 2.1                   | Price Proposal                   | 80%                       |
| 2.2                   | M/WBE Utilization                | 20%                       |
|                       | <b>TOTAL</b>                     | <b>100%</b>               |

|   |                 |
|---|-----------------|
| Welfare Transition and Dislocated Workers Hires | 5 Bonus Points  |
| Registered SDV Sub-Contractor Hires             | 10 Bonus Points |
| Registered SDV Prime proposers                  | 5 Bonus Points  |



# SCOPE OF SERVICES

## 1. OVERVIEW

The consultant shall provide a fully customized and client specific solution. This solution shall be comprised of:

- Payment Gateway – Consultant hosted
- Interactive Voice Response (IVR) – Orange County on premise or Consultant hosted
- Interactive Web Response (IWR) – Consultant hosted
- Call Center Module – Consultant hosted
- Outbound Notification – Consultant hosted
- Mobility – Consultant hosted

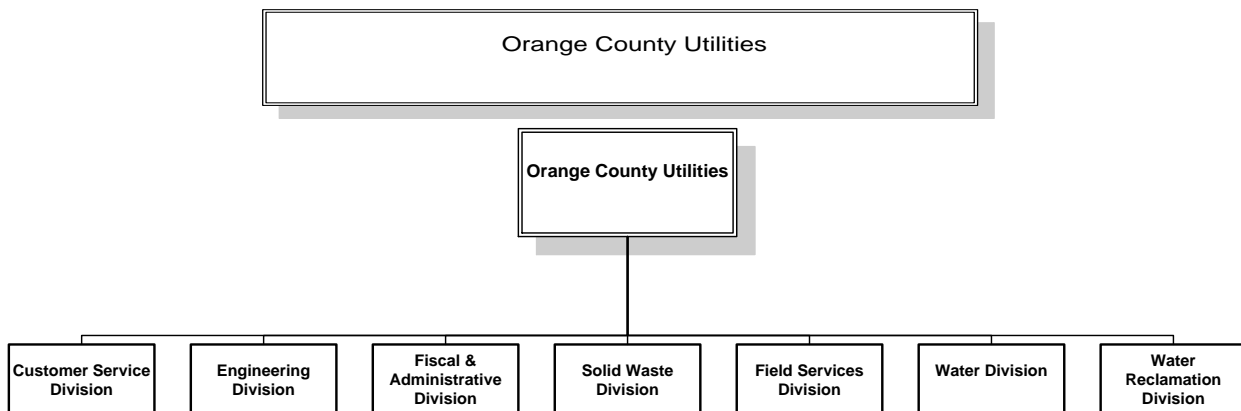
The requirements for each payment channel can be found in this Scope of Services. All transactions between hosted components and CC&B (our CIS system) must use a secure encrypted connection.

## 2. ORANGE COUNTY PROFILE

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

## 3. UTILITY PROFILE

Orange County Utilities (OCU) is located in Orlando, Florida and provides drinking water, wastewater treatment, reclaimed water, garbage collection, landfill operations and recycling services for unincorporated Orange County. Orange County's territory covers approximately 727 square miles of which 451 square miles account for the water service area. OCU treats and re-uses 50 million gallons of wastewater daily and produces approximately 23 billion gallons of drinking water annually. Our landfill operation accepts 700,000 tons of waste annually. Orange County Utilities is made up of seven separate divisions. These are: Field Services, Engineering, Fiscal and Operational Support, Solid Waste, Water, Water Reclamation, and the Customer Service. These divisions are crucial to the overall successful operations of Utilities.



Orange County Utilities bills approximately 6,300 accounts daily and all services are included in one bill. Wells Fargo is used for the Utilities lockbox processing and handles 40% of our customer payments. Check Free handles 15% of the total payments. Our CIS solution is comprised of the Oracle Customer Care and Billing (CC&B) utility billing application; a cash receipting system; an outsourced bill print vendor; a billing, document, and mailing/sorting system; and a payment gateway solution. We also Interface with multiple applications such as a credit reporting agency, a popular GIS system, an asset management system, a meter reading system, a solid waste scale system, and a credit and collections vendor. There is also a vendor that provides the current Interactive Voice Response (IVR), Interactive Web Response (IWR), Customer Service Representative Payment Module, a variety of client specific reconciliation reports, and related professional services. The Utility's IVR handles more than 70% of the total incoming calls. These self-service solutions are available 24 hours per day. In 2004, the County entered into a contract to provide our utility customers a platform for electronic payments using Interactive Voice Response (IVR), Interactive Web Response (IWR), lobby walk-in payments and payments for our customers who contact us via the call center. In 2011, the County entered into a contract for a payment gateway solution meeting all banking, state and federal regulations and including a robust reporting tool.

#### 4. TRANSACTIONAL COUNTS

The following **average monthly transactional counts** for a calendar year should be considered a minimum level of transactions for any one month, for the purposes of outlining system response time performance and hardware implementations.

|   |                      |
|---|----------------------|
| <b>Active Customers:</b> An Active Customer is one who is currently connected to our water and/or wastewater system and is receiving a current monthly bill.      | 209,807              |
| <b>Total Connections:</b> Total Connections include all service locations that have paid the applicable fees and have a water meter and/or wastewater connection. | 217,495              |
| <b>Payment Gateway</b>  |                      |
| Credit Card Transactions Processed  | 48,167               |
| Breakdown: AutoPay  | 15,539               |
| Interactive Voice Response  | 10,860               |
| Interactive Web Response  | 17,720               |
| Call Center Module  | 3,333                |
| CORE Cash Receipting  | 715                  |
| E-check Transactions Processed  | 9,897                |
| Breakdown: Interactive Voice Response   | 2,177                |
| Interactive Web Response  | 7,720                |
| <b>Interactive Voice Response</b>   |                      |
| Total Calls   | 42,360               |
| Average Duration  | 2 minutes 34 seconds |
| Fax Service   | 22                   |
| <b>Interactive Web Response</b>   |                      |
| Total Sessions  | 148,190              |
| Average Duration  | 1 minute 11 seconds  |

|                               |       |
|-------------------------------|-------|
|                               |       |
| <b>Outbound Notifications</b> |       |
| Delinquent Less Sever         | 2,396 |
| Delinquent More Sever         | 920   |
| Water Outage Start            | 282   |
| Water Outage Fixed            | 166   |
| Line Flush Start              | 876   |
| Reclaim Outage Start          | 1,919 |
| Reclaim Outage Fixed          | 1,439 |
| Boil Water Start              | 3     |
| Boil Water Stop               | 3     |
| Scheduled Audit Reminder      | 39    |
| High Consumption Notification | 133   |

## 5. APPLICATIONS AND PRODUCTS

### A. PAYMENT GATEWAY

Orange County Utilities offers customers the option to pay their bills using major credit cards such as Visa, MasterCard, Discover, American Express, and pin-less debit cards displaying a Visa or MasterCard logo. E-checks are also accepted through our current Interactive Voice Response (IVR) and Interactive WEB Response (IWR) systems.

Customers can make a one-time credit card or E-check payment using the IWR or IVR. The Call Center Module is used mainly by Customer Service Representatives (CSRs). This module allows internal staff to process credit card payments on behalf of our customers that call in to the call center. These payments are processed outside of the county network.

Currently the payment gateway allows exchange of data using a standard web services API (Application Program Interface) between all five (5) business applications, IWR, IVR, CSR (internal staff) , walk-ins through One-Step CORE cashiering application, and Auto-Pay. The business applications transmit payment information for the transaction to the payment gateway and this module secures an authorization and returns a response to the business application for processing. The business application communicates the success or failure of an authorization request to the customer's account by writing the results to a CC&B staging table. The settlement time for all applications is at 11:59 pm. nightly including holidays. All funding is transferred between the clearing house and the Deposit Demand Account (DDA) account immediately. Posting files are available the next day.

The solution's payment gateway shall at a minimum meet existing functionality and shall enhance functionality as follows:

The payment gateway administration site shall be a centralized location that allows end users to view all the details associated with the payments and provides the ability to produce on demand summary and detailed reports. The payment gateway administration site shall allow users to search transactions based on the following events:

1. Application
2. Begin/End Date
3. Confirmation number
4. Transaction ID
5. Payment ID
6. Payment Type (E-check and Credit Cards)
7. Status (Success, Pending, Declined, Cancelled, Settled, Chargebacks, Cancelled, Settlement Pending, Errors)
8. Search by Transaction Post Date
9. Amount
10. Reference (Account)
11. ACH Return Codes
12. Authorization Code
13. Reference (Account Number)
14. Payment Timestamp
15. User ID

The payment gateway solution shall allow for processing of recurring credit cards and e-checks.

The solution shall provide one-time validation of e-check transactions including routing number and banking information for real-time payments.

The payment gateway shall reprocess any payment failures that are due to communication errors, internal errors and time-out errors to post correctly on the next attempt.

Processing of credit cards transactions presented through the payment gateway shall be in compliance with the EMV® standards.

Refer to **Exhibit K1** for our current CORE Cash Receipting Business Flow Document and **Exhibit L** for Orange County Red Flag Rules.

#### B. INTERACTIVE VOICE RESPONSE (IVR)

When customers call Orange County Utilities they are greeted by the Interactive Voice Response (IVR) system. The IVR provides callers several options to use the system offering speech recognition and touchtone options. The caller is provided language options and currently we offer English and Spanish twenty-

four hours a day, 365 days a year.

Overview of the current environment: The current environment is an Avaya PBX running Communication Manager Software version 6.2. We provide two T1s for inbound service and two T1s for outbound service for a total of 96 channels; however, our preferred method of connectivity is a SIP trunk via TCP transport method. There is also an Avaya Application Enablement Server version 6.3.1, which establishes the link between the PBX and the third party IVR. The current solution interfaces with CTI. Virtual Hold Technology (VHT) is used to manage the queue and offers customers an option to be called back. Refer to **Exhibit K2** for our current IVR Business Flow Document and **Exhibit H1** for our Current Environments Diagram.

The Interactive Voice Response system shall at a minimum meet existing functionality and enhance functionality as follows:

The solution shall act as a 24x7 "Virtual Agent" and provide real-time search results to our customers using natural language. It shall meet all requirements of the American Disabilities Act.

Before prompting a customer to speak or enter account information, any system messages, for example water outage or system maintenance, shall be presented first. The IVR shall attempt to automatically identify the caller by querying the Utilities' Oracle CC&B database, and trying to match the caller's telephone number using Caller ID for the incoming call (Automatic Number Identification (ANI)), and to find an account with that telephone number. If no match is found, the IVR shall provide the ability to look up the customer's account information by asking the customer to enter an account number or phone number associated with their account.

**Note:** Some Customers, protected by Florida State Statutes, cannot have their personal information made public. These customers have a status of "Confidential" and are exempt from IVR and IWR usage. We do not share information via the IVR or the IWR for confidential customers.

Once account information has been validated, the IVR shall play back information to confirm the account, the account number and active address. Once confirmed, the caller shall be presented menu navigation options. The response may use touchtone and high quality natural language speech recognition. The IVR Solution Shall:

1. Allow existing customers that are more experienced callers to key ahead, so that experienced users do not have to wait for the voice command prompt.
2. Allow customers to barge-in or interrupt the spoken message to speak a new command.
3. Allow customers the ability to repeat a message either spoken in natural language or using prompts.
4. Provide callers the ability to repeat a message during or after a segment of a voice script.

5. Allow customers to take part in surveys.
6. Provide options to sign up, or register for Autopay and also modify or cancel AutoPay,
7. Provide the same options as the IWR such as initiate service, stop service, transfer service, issue a service request, request documents and duplicate bills, update account information, provide feedback, participate in surveys, and request additional information.
8. Offer callers start-over options.

Modification of the voice scripts and/or messages played on the IVR shall not require vendor intervention or a complex degree of effort to complete.

Customers may choose to be transferred to a Customer Service Representative (CSR) if the transfer request is made during business hours. If the customer requests to be transferred to a Customer Service Representative after business hours, the customer is provided office hours and call center hours, and then the call returns to the prior menu and repeats the available options. During Business hours the calls are sent to the call center.

Customers who are eligible to choose specific types of payments shall be prompted to select credit card payment, electronic check payment, or return to the account options menu.

1. **Credit Card Payment** - If the customer selects to make a credit card payment, the IVR shall inform the customer which credit/debit cards are accepted. Customers are prompted to enter their card number and the IVR shall process and validate the card.
2. **Electronic Check (ACH) Payment** - If the customer selects to make an electronic check (ACH) payment, the customer shall be prompted to enter and confirm their bank's routing number. The IVR shall validate the routing number and the customer shall be prompted to enter and confirm their checking account number.

The payment amount and options that the customer is offered shall depend on the account status and the current account balance. An account that is on Auto-Pay shall hear a message informing the caller that their account is set up for automatic draft, but that additional payments can be made using the automated system. If an account is flagged for interruption the message shall state such and require full payment or transfer to a CSR. For authorized payments, the IVR shall use a payment gateway which uses a secure encrypted connection over the Internet to process payments. Payments shall be processed in real-time and return either an authorization for a successful payment transaction or a message indicating an unsuccessful payment transaction. The payment, if successful, shall be posted to the Customer Care Billing (CC&B) application along with a customer contact including the relative payment information. For unsuccessful payments only a customer contact is provided and associated information indicating that a payment was attempted

and not approved.

Callers shall have the option to hear detailed account information such as previous balances, new charges, past due amounts, payment information, deposit balances and meter readings. Information shall be available to customers that have active service and a single account may have one or more premises. Each service address may have multiple meter service types, and multiple meters for each service type. If meter reading information is available, the IVR shall read back the most recent reading(s) for each unique meter number for each service type.

The system shall provide callers the ability to request general and account specific documents to be emailed (attachment or link), texted (attachment or link), or faxed directly to them.

### C. INTERACTIVE WEB RESPONSE (IWR)

The IWR shall match the look and feel of the County website (visit [www.ocfl.net](http://www.ocfl.net) for reference) and shall provide customers full self-service access 24 hours per day 365 days per year.

The solution shall empower customers that use the IWR through generally available electronic devices to:

1. Easily register as a user.
2. Manage, modify, and update profile preferences and passwords.
3. Make payments on their accounts from all approved and secured devices.
4. View historical account information such as meter readings, billing details, payment details, and consumption details.
5. Generate a request to view, print, fax, email (attachment or link), or text (attachment or link) a duplicate bill, and download forms or other documents.
6. Create service requests such as start, stop, and transfer of service.
7. Request work orders for meter re-reads, Water Audits, and miscellaneous meter work.
8. View existing deposits, pay new or additional deposits, view rates, review water conservation information such as watering days and restrictions, view brochures, current and previous bill stuffers, future and current neighborhood upgrades, infrastructure and construction, and current or planned outages.
9. Report field conditions such as main breaks and affected areas.
10. Provide customers payment options and authorized payment centers.
11. Communicate with customers regarding water main breaks.
12. Ability to survey customers and obtain feedback.

13. Provide options for customers to communicate with the Utility.

Overview of the current environment: Orange County Utilities offers customers an Interactive Web Response (IWR) application, which is accessible online offering customers various self-service options. This online application supports our internal and external customers via the web. Once a customer registers using the web, they can perform a number of tasks. Transaction processing takes place outside the county network and has to be retrieved from the Demilitarized Zone (DMZ). Self Service web pages are also available to internal staff located inside the county network eliminating the need to have a web profile registration; instead, the account in context in CC&B is directed to the page to retrieve the relevant information. These pages are used for registering, updating or canceling autopay, and processing credit card payments on behalf of the customers.

The solution shall at a minimum meet existing functionality and shall enhance functionality as follows:

We require the customer to register the first time they use the application and set up a User Name and Password. Currently, the users email address becomes their user Name and is updated to the Person I.D. record in CC&B. Registered customers may sign up for Auto-Pay and E-billing. In both instances this information is updated in CC&B. Customers can also add, update or cancel information. When a customer is logged into the Web Self Service application we require a customer contact be added to CC&B detailing what actions or transactions the customer conducted and we require that CC&B is updated real time.

Customer Self-Service options include:

1. **Auto-Pay:** Registered customers may add their credit card number for use by the payment gateway. The information added by the customer is sent to CC&B (except for credit card data) to reflect the auto-pay information. The transaction between the Payment Gateway and CC&B shall use a secure encrypted connection (encrypted key).
2. **E-billing:** Customers registered for E-billing do not receive a paper bill. During the enrollment process the billing preference is changed in CC&B. The PDF of the bill is generated and viewable on the self-service portal. A minimum of the last 24 bills shall be available. The utility requires a full Electronic Bill Presentment and Payment (EBBP) solution, allowing the customer to utilize their financial institution to request E-billing.
3. **Web Payments:** Customers may make payments by credit cards or e-check. Currently, the information is keyed in for each payment. The Utility requires the secure storage of this information to be used on subsequent payments or conversion to auto-pay in the future. No bank account or credit card information is stored in CC&B or at Orange County.
4. **General Information:** View meter reading and consumption history; view payment history; view a summary of current or past bills.
5. **Maintain Personal Information:** Customers can update their contact information, such as telephone number, user name, password, security questions and answers, add accounts to their profile or schedule a water audit. These service requests are validated against a CC&B work



schedule, which calculates the type and the number of service requests that can be processed in one work day using preconfigured algorithms.

6. **View E-Bills:** Store and present historical PDFs of bills for customers registered for E-Billing.
7. **Survey:** Customers shall be afforded an opportunity to provide feedback on our site and service. From time to time the questions may be changed to gather feedback on other key performance indicators, the system shall accommodate this requirement.

The pages shall be configured to authenticate all data for proper formatting in either client or server side scripting or both (or use an acceptable alternative). If the end user enters insufficient or invalid data an error occurs. Authentication errors result in an error message that displays to the end user. The error messages are customized by Orange County Utilities.

Refer to **Exhibits K3, K4, K5, K7 and K8** for our current IWR, dynamic Web questions, E-billing, CSR Auto-pay, and CSR web payment module business flow documents.

#### D. CALL CENTER MODULE

The solution shall provide call center representatives an instance of the IWR for internal use so that they can assist our customers with auto-pay and/or E-Billing enrollment, update and cancellation information, and process credit card payments.

The solution shall permit call center representatives to troubleshoot online password reset requests.

#### E. OUTBOUND NOTIFICATIONS

When creating outbound notifications all local state and federal laws shall be adhered to. The solution shall interface with at a minimum the data sources of CIS and GIS for the outbound notifications. All response verifications shall be written to CIS in the form of a customer contact.

After notifications are complete, a customer contact shall be created in CC&B showing:

1. The number of attempts.
2. The telephone number used in the attempt to contact the customer.
3. The results achieved.

Outbound notifications shall use language options in English and in Spanish. The solution shall provide the ability to stop a campaign that is in progress and incomplete.

The solution shall notify our customers of conditions possibly affecting their service and shall notify the same customers when the conditions are resolved. Additionally, the system shall track the status of the notifications showing the success/fail rates and detailed statistics.

The solution should be able to accommodate 24,000 calls in less than 4.5 hours

to handle mass boil water alerts or other similar notifications.

Refer to **Exhibit K6** for our current Out-dial Campaign Business Flow Document.  
Refer to **Exhibit K9** for the current Voice Scripts in use today

## F. MOBILITY

The solution shall provide a mobility solution to provide access to County customers from any mobile device.

The mobility solution shall provide a public-facing mobile portal that matches (is similar to) existing county style sheets. The solution shall empower customers using mobile devices to register as a new user, update account profile settings, log on using their user name and passwords, review historical account information, request additional services such as start service, stop service, meter related requests, and the ability to pay their utility bills using credit cards or checking account information via a custom designed portal that conforms (is similar to) to the County's style sheets. Android and iOS are the common devices available today, but the solution shall accommodate advances in the availability of future platforms.

The solution shall provide a public-facing web portal and an internal-facing administrative dashboard that shall deliver statistical information in order to monitor performance by internal administrators of the solution, and also provide auditing tools. The solution shall provide administrators system alerts, triggers, and messaging detailing any connectivity, interruptions, outages, network traffic issues, and performance related metrics.

Contractor shall work with the project team to plan, execute, code, test, train users, deploy the solution, and deliver support during the go-live with all required documentation.

## 6. REPORTS

The Consultant shall adhere to the County's reporting requirements.

**Exhibit J** includes current report samples for all reports noted in the following matrix. The Utility requires:

1. All of the reports listed are required.
2. Reporting shall be integrated with all payment sources: IWR, IVR, CSR Module, CORE Cashiering, Mobile, and Autopay.
3. Reports shall be available for all combinations of status, i.e. settled, declined, canceled, success, and pending.
4. The solution shall provide the ability to report based on transaction type such as origination date, payment date, void date, final disposition date, and returns only.
5. End users shall be able to modify the parameters of any report for

research purposes.

6. Reports shall be configured to be emailed to a specific user, or user community at creation time.
7. The solution shall provide the ability to export all reports to various acceptable formats such as EXCEL, HTML, PDF, comma delimited, XML and more.
8. At a minimum the following reports are required to identify metrics for the mobility module as it relates to the electronic devices.
  - Total hits for electronic devices.
  - Breakdown of inquiries using mobile.
  - Type of electronic devices used by the customer.
  - Capture successful Transactions (Summary and Details).
  - Capture Un-successful Transactions (Summary and Details).
  - Mobility detail report.

### Report Master List

|                                |   |
|--------------------------------|---|
| <b>IVR, WEB, Fax, Outdial:</b> |   |
| Call Detail Report             | The Call Details Report provides specific information about each call received during the user-selected report period. This is a highly utilized report used to resolve customer questions/escalations as it contains system events and precise customer interactions by date and time. |
| Call Summary Report            | The Call Summary Report provides statistical information on events in summary format for all the calls received during the user-selected report period.   |
| Fax Detail                     | The Fax Details Report provides detail entries and status of all requested fax TRANSACTIONS during the user-selected report period.   |
| Fax Summary                    | The Fax Summary Report provides summary information on the number of faxes, total duration, and average duration for all fax activity during the user-selected report period.   |
| Fax Usage                      | The Fax Usage Report displays a graphical representation in hourly increments for fax activity during the user-selected report period.  |
| Multiple Call Report           | The Multiple Calls Report includes the total count of received calls from a single ANI during the user-selected report period.  |
| Outdial Detail Report          | The Outdial Details Report provides precise information about each outdial call attempt and the resulting status during the user-selected report period.  |
| Outdial Summary Report         | The Outdial Call Summary Report provides Summary totals for all Successful and Unsuccessful calls executed during the user-selected report period.  |
| Outdial                        | The Outdial Port Usage Report displays a graphical  |

|                                |  |
|--------------------------------|--|
| Usage Report                   | representation in hourly increments by port number during the user-selected report period.   |
| Port Usage Report              | The Port Usage report displays an array of port numbers by hourly increments with supporting call volume/port specific information during the user-selected report period.   |
| Web Detail Report              | The Web Details Report provides specific event information for each customer's web contact received during the user-selected report period.  |
| Web Summary Report             | The Web Summary Report provides statistical information of events in summary format for all web TRANSACTIONS received during the user-selected report period.  |
| Web Usage Report               | The Web Usage Report displays a graphical representation in hourly increments of the number of hits received by the web site during the user-selected report period.   |
| SURVEY Details Report          | The SURVEY Details Report delivers a listing of all the SURVEY answers for a given date range. The report provides detail category ratings and ad hoc comment for each customer that provided feedback.  |
| Survey Summary Report          | The SURVEY Summary Report delivers summary information of the SURVEY options for a given date range with category response counts.   |
| <b>Payment Gateway:</b>        |  |
| Audit Summary Report           | The Audit Summary Report provides the ability to search for Make/Cancel/Registration/Recurring action types by date range. The report returns each TRANSACTION with date/timestamp, action detail, and TRANSACTION amount grouped by IWR, IVR, AUTOPAY CREDIT CARD, CORE, and CSR.   |
| Billing Report                 | The Billing Report provides category totals for Successful, Canceled, DECLINED, and Verification Failures grouped by application type (IWR, IVR, AUTOPAY CREDIT CARD, CORE, and CSR) for a given month selected by the user. The report also provides site totals and a grand total at the conclusion of the report.   |
| Duplicate Payment Report       | The duplicate Payment Report captures ACCOUNTS where multiple payment attempts were made for the same amount and CREDIT CARD number with a specified period of time. The payment attempts are grouped by CREDIT CARD number showing the amount, timestamp, customer name, TRANSACTION status, and confirmation number for each attempt. The multiple attempts are summarized with count and amount for each duplication. Grand totals for App, Agency, and Site are also included at the conclusion of the report. |
| E-checks Returns Detail Report | The E-Checks Returns Detail Report provides detailed information on each returned TRANSACTION with SEC Code, customer name, TRANSACTION number, ACCOUNT, routing, return code reason, confirmation number, and TRANSACTION amount for a given date or  |

|   |   |
|---|---|
|   | range of dates. Summarized TRANSACTION counts and amount is included at the conclusion of the report.   |
| E-checks Returns Summary Report                       | The E-checks Returns Summary Report provides summary information on all returned TRANSACTIONS grouped by application for a given date or range of dates. For each SEC Code, the total number of TRANSACTIONS and the number of ACH returns is determined and a percentage is calculated.  |
| Payment Response Time Summary Report                  | The Payment Response Time Summary Report provides summary information grouped by application type (IWR, IVR, AUTOPAY CREDIT CARD, CORE, and CSR) for a given date or range of dates. For each request type, the total number of requests is provided with the average response time in seconds for that request type. Summarized TRANSACTION counts and average response times are included at the conclusion of the report.  |
| Payment Type Summary Report                           | The Payment Type Summary Report provides summary information grouped by application type (IWR, IVR, AUTOPAY CREDIT CARD, CORE, and CSR) for a given date or range of dates. For each TRANSACTION date, the TRANSACTION count is determined for each TRANSACTION type (Visa, MasterCard, AMX, and Discover) and a net amount is calculated for that TRANSACTION type. Summarized TRANSACTION counts and net amount by application is included at the conclusion of the report. |
| Transaction Detail Report – AUTOPAY DECLINED payments | The TRANSACTION Detail Report – AUTOPAY DECLINED Payments Report provides detailed information on each DECLINED CREDIT CARD AUTOPAY TRANSACTION with customer name, TRANSACTION number, ACCOUNT NUMBER, routing number, Input Type, ACCOUNT Type, Payment Status (DECLINED), confirmation number, tax amount, and net amount for a given date or range of dates. Summarized TRANSACTION counts and total net amount is included at the conclusion of the report.              |
| Transaction Summary Report – CREDIT CARDS             | The TRANSACTION Summary Report – CREDIT CARDS provides summary information grouped by application type (IWR, IVR, AUTOPAY CREDIT CARD, CORE, and CSR). The report has total TRANSACTION counts and total net amount by application grouping with summarized TRANSACTION counts and total net amount included at the conclusion of the report.   |
| Transaction Summary Report – E-checks                 | The TRANSACTION Summary Report – E-Checks provides summary information for processed E-Checks grouped by application type. The report has total TRANSACTION counts and the total net amount by each application with summarized TRANSACTION count and total net amount included at the conclusion of the report.  |

|                     |  |
|---------------------|--|
| User Listing Report | The User Listing Report provides detailed information on all active or inactive user ACCOUNTS that have, or had, access to the payment gateway application. The information is grouped by USER ID (email address) and provides a listing of each application in which the user has access. Their full user name is provided with their security role level, the date and time of the last login, and the current status of the user ACCOUNT (Active/Inactive). |
|---------------------|--|

## 7. INTERFACES

All integration points shall be built to work seamlessly throughout the entire solution. Some of the interfaces described below are listed for informational purposes.

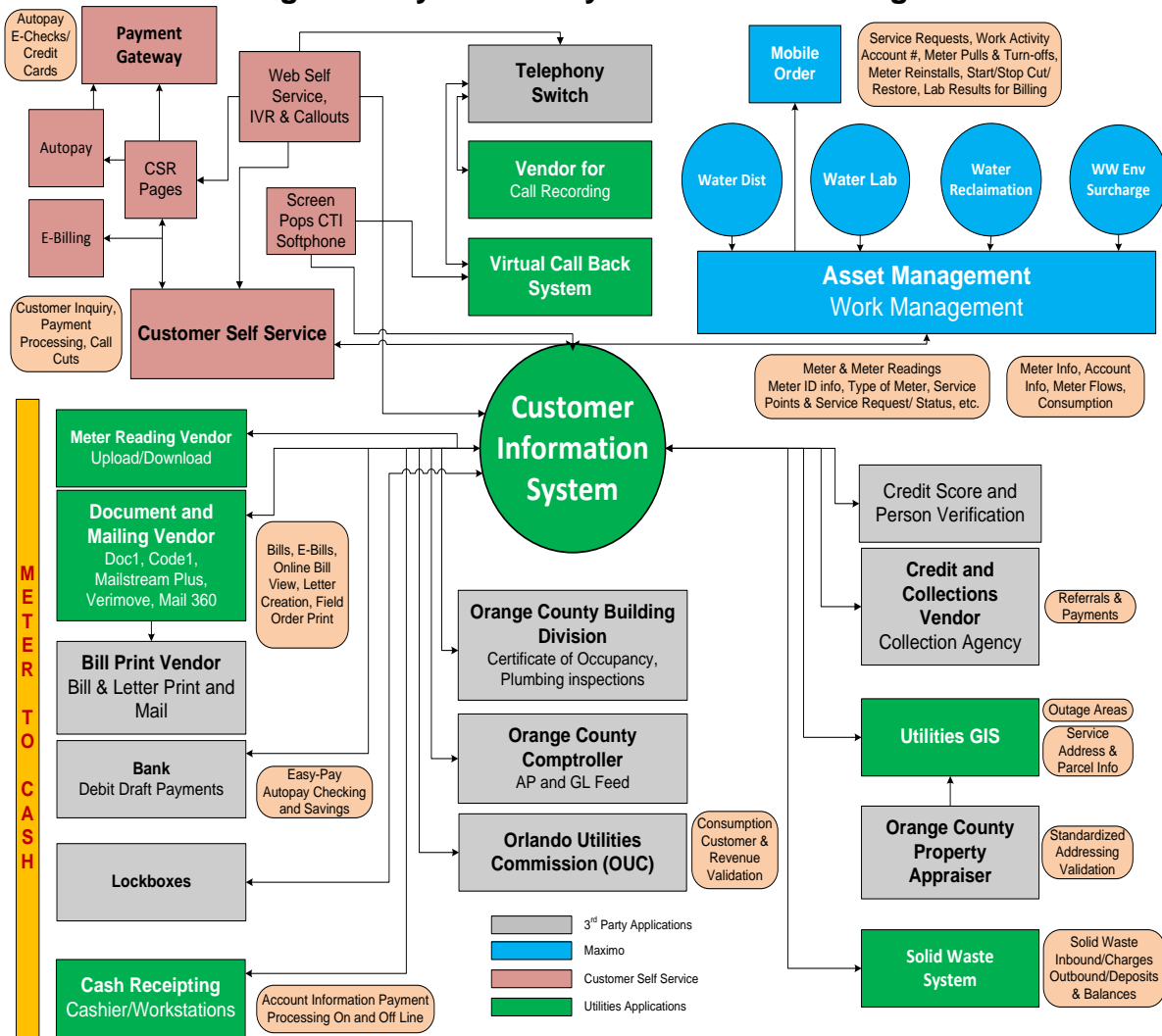
### **CURRENT INTERFACES to Oracle Customer Care and Billing (CC&B)**

| <b>Interface</b>  | <b>Description</b>  |
|---|---|
| <b>OCU/IVR/WEB Payments Vendor</b>                            | Provides IVR, Web, and CSR modules. Vendor maintains all payments using staging tables at this time.  |
| <b>OCU WEB IVR Payment Interface</b>                          | This interface is used to allow OCU customers to access account information and make payments without human intervention.   |
| <b>CTI/Softphone/Vendor</b>                                   | Computer Technology Integration (CTI) integrates Oracle's CC&B and OCU's telephony software to retrieve customer information such as account number and telephone number and provides the representatives in the call center a screen pop containing the information. |
| <b>E-checks (IVR/IWR)</b>                                     | Payment Gateway vendor provides E-check payment processing services to OCU to allow our customers to pay automatically using routing and checking account information over a secured network.   |
| <b>Autopay Credit Card</b>                                    | Payment Gateway vendor provides Auto-pay credit card to OCU via AccessNet.  |
| <b>Autopay Interface</b>                                      | This Interface is provided as part of the payment gateway vendor interface programs and is used to automatically draft customer's payments when the bills are generated.  |
| <b>Payment Gateway Delinquent Customer Call Out Interface</b> | This Payment Gateway vendor interface utilizes the telephone to notify customers regarding collection activity on their account via a Call Out interface.   |
| <b>IWR Interface</b>  | Payment Gateway vendor provides IWR to OCU. The IWR interface reduces business risk and cost to serve by allowing Utility clients to make payments using the Web. These payments are then bundled and posted to Oracle's CC&B in batch.                               |
| <b>OCU/IVR/WEB Payments Vendor</b>                            | Provides IVR, Web, and CSR modules. Vendor maintains all payments on a staging table.   |

|   |   |
|---|---|
| <b>Asset Management Application Inbound Work Order Interface</b>        | This 2 way interface allows Oracle's CC&B to transmit Field Activity completion information to Maximo, the Asset Management Application in use today.. The staging table is populated when the order is completed in Asset Management Application.                            |
| <b>Asset Management Application Sync</b>                                | This modification allows the Asset Management APPLICATION to synchronize the account/service/premise/service point information with Oracle's CC&B via a batch process.  |
| <b>Asset Management Application Meter Inventory Interface</b>           | OCU's meter inventory resides in Maximo. This interface provides meter inventory updates to Oracle's CC&B on a daily basis.   |
| <b>Asset Management Application Environmental Lab BOD/TSS Interface</b> | This interface uploads wastewater environmental lab test results from Asset MANAGEMENT APPLICATION to Oracle's CC&B to use during billing to calculate environmental surcharges when contamination levels are exceeded.   |
| <b>Asset Management Application Outbound Work Order Interface</b>       | Creates Field Order for each Pending Field Activity set to Asset MANAGEMENT APPLICATION Dispatch Group.   |
| <b>Balance Cash Only File Interface</b>                                 | The purpose of this modification is to provide a means of extracting a comma delimited ASCII file from Oracle's CC&B with accounts that contain the current balances for active Oracle's CC&B accounts and also identifies those accounts designated as "Cash Only" accounts. |
| <b>Cash Only Customers (VCOM, Western Union)</b>                        | Stop file of cash only customers.   |
| <b>Western Union</b>  | This feature is an external payment processor using Western Union instead of a lockbox. They provide daily files to OCU with customer payment information.  |
| <b>Vcom</b>   | The Vcom interface allows OCU to offer their customers additional payment locations at various 7-11 stores.   |
| <b>Amscot</b>   | This Interface is similar to a lockbox interface. Our customers can pay at Amscot locations and Amscot transfers payments via a file and makes deposit to OCU's bank accounts.  |
| <b>Check Free</b>   | This feature is an external payment processor using lockbox. They provide daily files to OCU with customer payment information.   |
| <b>Online Resources</b>   | This feature is an external payment processor using lockbox. They provide daily files to OCU with customer payment information.   |
| <b>Collection Agency Inbound/Outbound Interface</b>                     | This Interface imports and exports Credit and Collections data updates between OCU and its current external collection agency.  |

| The following lockboxes are also utilized by Orange County Utilities for FTP |  |
|--|--|
| <b>Lockbox-Solid Waste</b>   | This lockbox interface allows our banking institution to process Solid Waste payments received from our customers and make deposits directly to OCU's bank accounts. |
| <b>Lockbox-Water</b>   | This lockbox interface allows our banking institution to process payments received from our customers and make deposits directly to OCU's bank accounts.             |
| <b>Lock Box-Wells Fargo</b>  | This lockbox interface allows OCU to receive a file with all banking transactions and customer payments from Wells Fargo.  |

### Orange County Utilities System Interfaces Diagram



## 8. CONVERSION

The solution shall provide a seamless transition for County customers at go-live. The solution shall not force the existing registered customers with existing user names and passwords to have to re-register at go-live. The solution shall ensure that all existing registered customers are converted with their existing user names and passwords and shall not have to re-register and create a new user name and password to use the system.



Any customers currently registered for web self-service, auto-pay or e-billing shall be converted from the incumbent IWR provider to the Consultant's IWR Solution. The county will not take possession of this data, instead the Consultant shall work directly with the incumbent vendor to deliver the following data for the future transition of County customers with registered and scheduled accounts to a new service provider. Incumbent vendor shall facilitate transfer of a tab-delimited file that contains all information related to the customers' enrolled and/or scheduled accounts. The file shall contain full credit card numbers, bank account numbers, enrollment IDs, and any other information collected from the customer.

**9. IMPLEMENTATION**

The Consultant shall provide:

1. A comprehensive installation plan including all activities and resources required for a successful implementation.
2. The Consultant shall follow the Orange County change control process. Refer to **Exhibit G**.
3. Project status reports shall be completed and reviewed with the full project team weekly. The full project team shall consist of County staff and the Consultant's team.
4. Post production support is required.

**10. CONSULTANT SUPPLIED TRAINING**

The Consultant shall provide on-site training for end users and administrators including systems support (IT) staff, CIS functional support staff, and management personnel. The Consultant shall allocate adequate time and resources for training to ensure a successful deployment.

| <b>Anticipated # of End Users</b> | <b>Anticipated # of Administrators</b> |
|-----------------------------------|--|
| <b>48</b>                         | <b>10</b>                              |

The Consultant shall provide a detailed training plan developed for the County including proposed classes, course contents, target audience, prerequisites, instructional medium (classroom, self-study, computer tutorial, on-the-job instruction), duration, materials required other than manuals (e.g. audiovisual equipment), and a list of training facility requirements by course type.

All training shall be conducted on-site between the hours of 8:00 am and 5:00 pm; The County will provide a suitable training facility. The Consultant shall provide an experienced facilitator on site to deliver training classes. The Consultant shall provide electronic files for "all" training documentation for the entire solution to reproduce for all users.

At least one month prior to training, the Consultant shall provide two printed training manuals and other training materials for the entire solution. The County reserves the right to reproduce the manuals and training materials as needed.

## **11. MAINTENANCE AND TECHNICAL SUPPORT**

The Consultant shall provide twenty-four hour support every day of the year for all modules included in the solution (24/7/365).

## **12. PERFORMANCE**

The Consultant's solution shall maintain 99.9% up-time for all of the systems, excluding scheduled maintenance.

## **13. SPECIFICATIONS**

Consultant shall deliver all functional and technical documentation in printed and electronic form to Orange County for their approval after the structured analysis workshops and prior to solution development.

At the end of the project, prior to project completion, all specifications will be reviewed, updated, and approved by Orange County.

## **14. DOCUMENTATION**

The Consultant shall maintain and furnish to the County the following up-to-date documentation:

### **A. SOLUTION CONFIGURATION**

Consultant shall conduct the structured analysis workshops on-site and individually document the configuration of the solution in order to accommodate the County's existing business needs and specified requirements. At a minimum, and in order to understand and maintain the integrity and functionality of the solution, these documents shall include a version number, date, author, table of contents, objectives, scope and purpose, potential performance issues and risks, detailed description, system flowcharts, screen/data definitions, methodology, special edits and procedures, and RFP references.

### **B. MODIFICATIONS**

Consultant shall conduct structured analysis workshops on-site and individually document each modification in order to accommodate the County's existing business needs and specified requirements. At a minimum, and in order to understand and maintain the integrity and functionality of the solution, these documents shall include a version number, date, author, table of contents, objectives, scope and purpose, potential performance issues and risks, detailed description, system flowcharts, screen/data definitions, methodology, special edits and procedures, and RFP references.

### **C. REPORT REQUIREMENTS**

Consultant shall analyze the report requirements as outlined in the scope of services herein and document the specifications in order to provide County with documentation concerning the development of these reports. At a minimum, this document shall include a version number, date, author, table of contents,

objectives, scope and purpose, potential performance issues and risks, detailed description, system flowcharts, screen/data definitions, special edits and procedures, RFP references, report name, initiation method (BATCH, on-line), frequency, output medium (e-mail, printer, text), input parameters, output format, sort criteria, and SQL logic.

#### D. CONVERSION MAPPING

Consultant shall provide documentation of detailed conversion mapping of county data and solution systems. At a minimum, the Consultant shall correlate table/screen name, data element, data type, length, and coded values for County and Consultant solution. The document shall be written in a non-technical way in order for County staff to clearly understand the Conversion Mapping documentation. The document shall include a version number, date, author, table of contents, objectives, scope and purpose, potential performance issues and risks, detailed description, system flowcharts, screen/data definitions, algorithms, calculations, methodology, formulas, special edits and procedures, and RFP references.

#### E. INTERFACE SPECIFICATIONS

Consultant shall analyze the interface requirements as outlined in scope of services herein. Consultant shall conduct the structured analysis workshops on-site and individually document each interface specification in order to accommodate the County's existing business needs and specified requirements. At a minimum, and in order to understand and maintain the integrity and functionality of the solution, these documents shall include a version number, date, author, table of contents, objectives, scope and purpose, potential performance issues and risks, detailed description, system flowcharts, screen/data definitions, algorithms, calculations, methodology, formulas, special edits and procedures, and RFP references. These document(s) shall be written in a non-technical way in order for County staff to clearly understand the interface specifications documentation.

#### F. FUNCTIONAL TEST PLAN

Consultant shall provide testing procedures for the county to thoroughly test the system. Testing shall be done to validate the software has been delivered according to the documented functional requirements. The Functional Test Plan shall include all tasks required by County and Consultant to perform thorough tests of the solution in relation to the documented deliverables. The testing of each function within the solution modules and with County's converted data is essential. Microsoft products shall be used by the Consultant to document the plan, test cases, and screenshots.

#### G. DATA CONVERSION

Consultant shall provide conversion programs and shall be responsible for data and file conversion of all of County's data and other information.

## 15. ADMINISTRATION

The Consultant's solution shall provide administration and management tool(s):

- A. To manage user Accounts including the ability to create and change passwords.
- B. To support multiple security levels i.e. roles to be assigned to specific user or groups of users based on their system/reporting/informational needs.
- C. Each component of the solution, IVR, IWR, Outbound, Mobility and CSR Module shall require an administrative webpage to manage the module configuration, surveys, and report options.
- D. Module Configuration shall require:
  - 1. Control of system hours of availability when the host systems will be available.
  - 2. Call Center hours for call handling.
  - 3. Payment processing availability.
  - 4. Allowable Outbound call hours.
  - 5. System Parameters for general settings, such as outdial attempts, transfer lines, email addresses and subject lines for auto notifications, faxes, and auto reports distribution.
- E. Surveys shall require:
  - 1. Control of published questions which are presented to users to provide feedback.
  - 2. Manage of the publication of survey questions without vendor intervention.
  - 3. Ability for the user to create/enable/disable dynamic questions and their categories.
- F. Report options shall require:
  - 1. Control automated report processing and delivery.
  - 2. Standard on demand reports.
  - 3. Ad Hoc reporting tools.
- G. Outbound Call management shall require:
  - 1. Functionality for the administrator to schedule, launch, stop or cancel outbound campaigns without vendor intervention.
  - 2. Configuration of the number of customers to call, select the priority and option to repeat the message, and create new campaigns as needed.
  - 3. Override days to include weekends if needed.

Consultant shall provide an internal-facing administrative dashboard that shall provide real time statistical information and allow the monitoring of performance.

The system shall provide alerts and triggers detailing any connectivity errors, exceptions, interruptions, outages, traffic issues, and performance related metrics.

Contractor shall work with the project team to plan, execute, code, test, and train users, and eventually deploy the solution and deliver support during the go-live.

## 16. LICENSE REQUIREMENTS

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

| Anticipated # of Concurrent Users | Anticipated # of Named Users |
|-----------------------------------|------------------------------|
| 50 (Utility and IT Staff)         | 95 (Utility and IT Staff)    |

Licensing shall not apply to Utility customers. The County shall not be limited on the number of concurrent customer users.

## 17. SERVICE, SUPPORT AND MAINTENANCE REQUIREMENTS

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

- A. Provide technical and functional support services for a minimum of 24 hours per day, 7 days per week
- B. Maintain a toll free contact phone number at which Consultant shall accept emergency calls, as well as e-mail points of contact so that County can report problems with the software
- C. Initiate corrective action to resolve all problems within a minimum of the time period set forth herein; all problems include, but are not limited to, material and/or frequent errors or defects as described below
- D. Initiate a response by telephone to the County within one (1) hour of the time recorded on the initial request for service by county of a critical problem;
- E. Initiate a response by telephone or e-mail to the county within four (4) business hours of the time recorded on the initial request for service by county of a non-critical problem
- F. Correct a critical problem within two (2) hours of initial request for service. If correction cannot be made within two (2) hours, Consultant shall, prior to the expiration of the two (2) hour period, submit to the County a satisfactory plan to correct the critical problem, at no cost to the County, and correct the critical problem to the satisfaction of the County within the time period agreed upon in the plan. If Consultant fails to correct the critical problem, County shall have the right, at its will, to give notice of default to Consultant and proceed under all provisions related to termination for default under the contract between the Consultant and the County. For problems not considered critical, the following shall apply to the above standard:

- **Urgent** within eight (8) hours.
- **Standard** within forty-eight (48) hours.
- **Non-critical/Non-urgent** within five (5) working days.

G. For the duration of the contract and maintenance agreements, the consultant shall provide database tuning, monitoring, patches, diagnosis, backup, recovery, installation of new releases (version upgrades), annual updates, telephonic support, and updates if required. Consultant(s) shall work directly with the county on application modifications, diagnosis, recovery, customization, configuration and delivering training.

H. To the extent the consultant has the legal right to do so, the Consultant shall assign or pass through to the County or otherwise make available for the benefit of the County, any manufacturer's or supplier's warranty applicable to any third-party software, hardware or equipment provided by the Consultant under the Scope of Services.

## 18. ACCEPTANCE CRITERIA

### A. FUNCTIONAL DEMONSTRATION

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

### B. FUNCTIONAL TESTING

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

### C. PRODUCTION CUT-OVER

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

## 19. SYSTEM ACCEPTANCE

### A. 90 DAY SOLUTION ACCEPTANCE

The County requires a minimum ninety (90) consecutive calendar day solution acceptance period from the date that the solution is placed in a production environment as defined above.

### B. AVAILABILITY LEVELS

During the acceptance period, the solution and all associated modules shall demonstrate critical system availability levels of 99.9% or better for ninety (90) consecutive calendar days. The 90-day availability test shall begin immediately upon placement of solution into a production environment. If the required level of 99.9% for 90 consecutive days has not been met, the reliability test period shall continue until this level of reliability has been demonstrated.

### C. SOLUTION AVAILABILITY

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

### D. SOLUTION ACCEPTANCE

Any solution unavailability issues shall stop the ninety (90) consecutive calendar day solution acceptance period. Upon correction of solution unavailability, the ninety (90) consecutive calendar day solution acceptance period shall begin again.

**Final solution Acceptance occurs upon written notification by the County to the Consultant of solution availability for a period of ninety (90) consecutive calendar days.**

## 20. DATA

### A. DATA OWNERSHIP

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

## B. TRANSITION

Upon contract expiration or termination, Consultant shall deliver the following data for the future transition of County customers with registered and scheduled accounts to a new service provider. Service Provider shall facilitate transfer of a tab-delimited file that contains all information related to the customers' enrolled and/or scheduled accounts. The file shall contain full credit card numbers, bank account numbers, enrollment IDs, and any other information collected from the customer. The file shall be transferred to a new service provider identified by the County using a secure process to be mutually agreed upon by the Consultant, the County and the new service provider. It is anticipated this will be prior to expiration of the Contract and shall be part of the migration plan to the new service provider. If necessary, a second file shall be transferred to migrate registrations that have been created since the first file transfer. Timing of the transfer of this second file will need to be determined but is expected to be near the completion of the migration to the new service provider.

## 21. MILESTONE PAYMENT

|    | Sequential MILESTONE   | Fixed Payment<br>(percent of<br>fixed fee) for<br>MILESTONE<br>Completion |
|----|--|---|
| 1  | Completed Base SOLUTION Installed, Certified, Confirmed and Ready for Use  | 5%  |
| 2  | Fit Analysis Workshops Complete with County Acceptance   | 10%   |
| 3  | Completed Design Documents (Functional and Technical) Received by the Client and Agreed upon by both Client and Contractor | 10%   |
| 4  | Initial SOLUTION Configuration, Modifications and INTERFACES Completed with County Acceptance                              | 14%   |
| 5  | Conversion with County Acceptance  | 6%  |
| 6  | Reports/Queries Complete with County Acceptance  | 9%  |
| 7  | Integration Testing (All Phases) Complete with County Acceptance   | 16%   |
| 8  | End-User Training Complete   | 4%  |
| 9  | Cutover Complete with County Acceptance  | 8%  |
| 10 | Post-Implementation Support Complete with County Acceptance  | 8%  |
| 11 | Final Retainer upon System Acceptance and a Revised and Complete Set of Design Documents (Functional and Technical)        | 10%   |
|    | Total  | 100%  |



- A. Annual Software License, Maintenance and Support Year 1, invoiced upon the County's Final System Acceptance for the period commencing upon Final System Acceptance through 12 months.
- B. Annual Software License, Maintenance and Support Year 2, invoiced for the period commencing 12 months post County's Final System Acceptance.
- C. Annual Software License, Maintenance and Support Year 3, invoiced for the period commencing 24 months post County's Final System Acceptance.
- D. Annual Software License, Maintenance and Support Year 4, invoiced for the period commencing 36 months post County's Final System Acceptance.
- E. Annual Software License, Maintenance and Support Year 5, invoiced for the period commencing 48 months post County's Final System Acceptance.
- F. Annual Software License, Maintenance and Support beyond year five (5) shall be offered to COUNTY on a year-to-year basis thereafter, except that the annual support price for the preceding year shall not increase by more than the annual increase in the Consumer Price Index published by the Bureau of Labor Statistics or by not more than 4% per year, whichever is lower. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at [www.bls.gov](http://www.bls.gov). In the event that COUNTY accepts an offer for future software licensing, such acceptance shall be memorialized by Amendment and followed by a Purchase Order.

## 22. SCHEDULE OF DELIVERABLES

|    | <u>Item</u>   | <u>Required</u>                               | <u>Contact Person</u>  |
|----|---|---|------------------------|
| A. | Project Kickoff, workshops and specification delivery | Within three (3) Months of contract award.    | County Project Manager |
| B. | Applications delivered for user acceptance testing    | Within seven (7) Months of contract award     | County Project Manager |
| C. | User acceptance testing                               | Within eleven (11) Months of contract award   | County Project Manager |
| D. | System Acceptance                                     | Within twelve (12) Months of contract award.  | County Project Manager |
| E. | Final System Acceptance                               | Within fifteen (15) Months of contract award. | County Project Manager |

## PHASE 1

### WRITTEN PROPOSAL INSTRUCTIONS

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

#### 1.1 **PREREQUISITE REQUIREMENTS**

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

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

A statement certifying full Compliance without exception of the following Orange County Information Technology Standards, attached hereto as **Exhibits H**.

- a. **Enterprise Security – Critical Standards Summary including Web Security Standard, Sensitive Data and Encryption Standard, DMZ Security Standard, Antivirus Standard – Applicable to IVR Only**
- b. **Enterprise Security Standards, Policies, and Guidelines- External Data Hosting Standard**
- c. **Systems Hosted by Orange County**
- d. **Systems Hosted by Vendors**
- e. **Enterprise Security DMZ Security Options 1, 2, and 3**

Consultant shall adhere to the standard Orange County Internet templates (Site1pane.htm, Site2pane.htm, Site3pane.htm) and any other templates that are part of the standard collection at the time of award by building master page(s) on them, and leaving all link and namespace references in original, untouched format. In addition, consultant shall deploy updated templates each time they are periodically provided by Orange County Information Systems & Services, since updates to templates resolve emerging browser and cross-platform styling issues as well as global navigation changes.

Orange County may alter its Internet templates at any time to enable device responsive design. For this reason, Consultant shall design their web page contents to be fluid and able to conform to the device responsive format targeting smart phones and mobile tablets.

### **1.1.2 Scope of Services**

A statement certifying full Compliance without exception to the requirements noted in the Scope of Services section. This statement shall acknowledge that in the event of a contradiction between the Consultant's proposal (RFP Response) and the County's scope of services, the scope of services shall prevail.

## **1.2 PROPOSER QUALIFICATIONS & REFERENCES**

### **1.2.1 QUALIFICATIONS OF FIRM**

1. Provide a comprehensive history of the firm including:
  - a. Description of your organization.
  - b. Length of time in business.
  - c. Ownership (i.e. private/public/parent company).
  - d. Facility addresses of all locations.
  - e. The address, email address and phone number of the closest U.S. based corporate office.
  - f. Company's organizational structure.
  - g. Summary of products and services offered.
  - h. Litigation history of the company.
2. Provide a comprehensive history of each subcontractor including:
  - a. Description of the organization.
  - b. Length of time in business.
  - c. Ownership (i.e. private/public/parent company).
  - d. Facility addresses of all locations.
  - e. The address, email address and phone number of the closest U.S. based corporate office.
  - f. Company's organizational structure.
  - g. Summary of products and services offered.
  - h. Litigation history of the company.
3. Provide a comprehensive market profile including all of the following:
  - a. How many utility clients do you serve? Provide a list of all utility clients.

- b. Describe your commitment to the solution i.e. dedicated research and development, R&D budget, development of new features and versions.
- c. Provide future development and upgrade functionality of the solution including the company vision for all facets of the solution including best practices.
- d. An organizational chart for the division of the company directly responsible for the services proposed in this RFP. Provide:
  - (1) Head count by function
  - (2) Head count by year for the last 5 years
  - (3) Head count in the Sales Department
  - (4) Head count in Technical Support
  - (5) Head count in Functional Practice
  - (6) Head count for Management

### **1.2.2 QUALIFICATIONS OF TEAM**

- 1. Describe the designated person that will manage the long-term business relationship with the County. Detail the following:
  - a. Where does this person reside within the organizational structure?
  - b. How many other customers will this person manage?
  - c. When and where does this person become involved with the project?
  - d. How often will this person travel to the County (Orlando)? Describe proposed schedule.
- 2. How often will senior management from the proposer travel to the county to meet with the county's Management to discuss the county's satisfaction with the products and services?
- 3. For the prime contractor's policies regarding regulatory requirements, describe how your firm will monitor regulatory proposals and mandates in order to identify required changes during implementation and ongoing after implementation.
- 4. Provide an organizational chart of the proposed project team noting responsibilities. For each member of the project team, including project manager(s) for prime and subcontractors, provide:

- a. Project role.
  - b. Percentage of work on and/or off site.
  - c. A comprehensive resume for each team member including experience, training, certifications and education relative to the scope of services herein.
5. Provide a history of any of the proposed team members working together on past projects.

### **1.2.3 REFERENCES**

1. Provide a minimum of two (2) references for each of the proposed products making up the solution. References shall demonstrate products successfully implemented by prime contractor and/or proposed subcontractors. References provided shall result in a minimum of two (2) references for each the prime contractor and each sub-contractor. If the firm is a Joint Venture, there shall be a minimum of two (2) references for each firm entering into the Joint Venture. For each reference include the following information:
  - a. Firm Name
  - b. Utility name and address.
  - c. Type of project.
  - d. Products and version numbers implemented.
  - e. Detail if this was an implementation or upgrade.
  - f. Project start and end date.
  - g. A detailed description of the work performed, including if project deliverables were on time and on budget.
  - h. Examples of the technical and functional specifications created.
  - i. A list of staff, prime contractor, and subcontractors involved in the implementation including the type of work and percentage of total effort performed by each.
  - j. Technical utility project contact including name, email, and phone.
  - k. Functional utility project contact including name, email, and phone.
  - l. Utility project sponsor contact including name, email, and phone.

2. Explain your previous experience in configuring your proposed solution to Interface successfully with Oracle's Customer Care and Billing (CC&B). Explain your experience and provide the following:
  - a. Name of utility
  - b. Technical utility project contact including name, email, and phone.
  - c. Functional utility project contact including name, email, and phone.
  - d. Utility project sponsor contact including name, email, and phone.

### **1.3 TECHNICAL APPROACH**

#### **1.3.1 Documentation**

1. Provide a system overview of the proposed solution inclusive of a pictorial (illustrative) representation depicting all major interfaces.
2. For each application of the proposed solution provide the original development date, the date and version number of the last two (2) releases and the date of any upcoming releases.
3. Does your solution allow for customizations? Explain.

#### **1.3.2 Database**

1. What Database platforms does your solution support?
2. Describe the Database in terms of:
  - a. Referential integrity.
  - b. Commit and rollback.
  - c. Recovery (restore of last date).
  - d. Encryption (transmittal of protected data).
3. Does your solution provide audit files that can be accessed at the database layer for users that have updated records? If so, how many historical updates does it provide?
4. Does your solution provide a data archiving methodology? If so, what is the methodology to retrieve archived data? Will the archived data be actionable?

#### **1.3.3 Application Security**

1. Detail and explain security levels for your solution (e.g. field, menu functional, and other applicable).

2. Detail and explain logon security limits (e.g. passwords, encryption and strengths, logon failure limits and timeouts).
3. What is your methodology to move data from outside the LAN to the internal network?
4. Does your solution support audits to the security levels? Explain.

#### **1.3.4 General Technical Questions**

1. In accordance with technical standards (Exhibit H), what operating system does your solution support?
2. Describe how your solution manages forms or applications via the Web.
3. Does your solution require any specific hardware? Explain.
4. In our current system, we utilize staging tables in the DMZ to protect the internal database. Can your system accommodate the same structure? If not, explain. If so, can the following fields be part of the data that is updated in the DMZ, address these one-by-one:
  - a. Account ID.
  - b. Transaction Code.
  - c. Payment Date.
  - d. Payment Time.
  - e. Payment Amount.
  - f. Email Address.
  - g. Tender Type Code.
  - h. External Reference ID.
  - i. CM Pay Status Code.
  - j. Free Format Field.
  - k. Date Last Updated.
  - l. Date Enrolled in E-Billing.
  - m. Enrollment Status.
  - n. Credit Card Registration ID.
  - o. Payment Source.
  - p. Last Four Numbers of the Credit Card.
  - q. Credit Card Expiration Date.

## **1.4 FUNCTIONAL APPROACH**

### **1.4.1 Project Management**

1. Provide a brief description of the Proposer's strategy to deliver the services pursuant to the Scope of Services provided herein.
2. Provide a sample work plan with a timeline and milestones consistent with the schedule of deliverables in the Scope of Services provided herein. The work plan may be created using Microsoft Project.

### **1.4.2 Methodology**

1. Provide a written description of the Proposer's methodology and approach including development and testing methodologies.
2. Describe how your team will deliver comprehensive documentation for the proposed solution. For example: functional specifications, technical specifications, infrastructure diagrams. Provide samples.
3. Describe the data conversion methodology utilized for your proposed solution.
4. Describe the extent of test data provided in the demo environment.
5. Describe any new interfaces the county may require as a result of this implementation.
6. What is the recommended number of environments needed for production? Describe and name the environments.

### **1.4.3 Payment Gateway**

1. How will your proposed payment gateway solution allow for exchanges of data with check payment processors, credit card merchants, and clearing houses for all bank and credit card transactions? Explain.
2. How will your proposed payment gateway solution process 'real time' credit card payments? Explain.
3. Describe in detail your returned electronic checks procedures. Please include the method of notification and examples offered by your solution.
4. How will your proposed payment gateway solution offer a single enterprise platform to perform end-to-end payment processing for authentication, verification, daily settlement and clearing? Explain.
5. In the event of data communication interruptions, lost connectivity, or any outages all payments must be posted. How will your proposed payment gateway solution ensure all payments are processed and posted with correct date and time on the customer's utility account? Explain.



6. Explain how your proposed payment gateway solution performs end-to-end payment processing to process voids, full and partial refunds.
7. How will your payment gateway solution provide a secure open systems-based application programming interface for web services? Explain.
8. How will your payment gateway solution provide customers who want to make a one-time payment the option to pay immediately or schedule a one-time payment based on a date prior to the billing due date. Explain.
9. How will your payment gateway solution prompt customers to register on line to allow the customer's payment information to be securely stored within the payment gateway database for future requests? Explain.
10. How will your payment gateway solution allow customers who use the scheduled payments feature and who have scheduled a future payment to add, update, or delete the payment prior to the transaction date for which the payment is scheduled? Explain.
11. Detail how your payment gateway solution will deliver a built-in exception processing and tracking feature and send warnings when a transaction fails or does not meet established governance requirements at a minimum for transactions that:
  - a. Do not complete normally.
  - b. Do not balance.
  - c. Fail to write to a database as required.
  - d. Are out of balance related to bank deposits
  - e. List any other exceptions captured
12. How does your payment gateway solution analyze and balance prices or fees for credit cards such as Visa, Master Card, Discover, and American Express? Explain.
13. Describe the flow of your payment gateway if a payment fails or settlement errors are found. Does your administrative webpage provide detail information of the errors? Explain.
14. Upon daily settlement, funds shall be deposited into the specified orange county demand deposit account (DDA). This funding must reconcile to the source settlement reports; each payment source is deposited separately. How will this be accomplished? Explain.

15. Provide a sample invoice statement. Detail how you itemize, reconcile, and what details are provided in order for your customers to balance and justify payment to your organization for processing monthly fees? Explain.
16. What functionality is offered with your payment gateway solution to prepare a posting and funding statement and ensure all bank deposits are correct? Explain your process.
17. What online tools are available in your administrative webpage allowing administrators of the payment gateway solution the ability to research issues and troubleshoot to accurately complete daily processing? Explain.
18. How does your payment gateway solution process and validate declined transactions for registered customers using monthly scheduled payments? Explain.
19. Explain how your payment gateway solution processes returned items such as non-sufficient funds (NSF), account closed, invalid account, for payments, post settlement, and e-check transactions.
20. How does your payment gateway solution identify if a declined payment applies to a debit card, credit card, or gift card? Explain.
21. Detail how user groups are configured in the administrative webpage and how end users are restricted based on authority levels.
22. What information does your payment gateway solution return when searching on transactions? Explain.
  - a. What fields can the users search by? Describe all options
  - b. Can searches be done by specific names with apostrophes, hyphens?
  - c. Can searches be done on email addresses containing special characters?
  - d. Are there any limitations/restrictions on searches?
23. Describe in detail the payment workflow for credit cards and electronic checks.
  - a. Does your solution allow tokenization to make payments without re-entering the customer's credit card information and view only the last 4 digits of a credit card?
  - b. How does your solution allow users to make electronic check payments using the last 4 digits of a checking account number previously stored?
  - c. What values are returned encrypted to serve as a unique key?

24. How will the proposed payment gateway solution prevent double autopay registration entries as when a customer unknowingly hits the enter key twice? Explain.
25. Describe what your payment file transmits such as payment date, amount paid, utility account number, process flag, and registration ID and how it is encrypted to ensure a secure transaction? Explain.
26. How will the proposed payment gateway solution process/validate credit cards issued outside the United States? Explain.
27. How will the proposed solution fund credit cards and e-check payments using gross and net funding? Explain.
28. Orange County requires a unique identifier for each payment through all payment channels. Explain how you will achieve this.
29. How will your proposed solution verify all processed payment transactions are listed in the detailed reports? Explain.
30. In the event the net funding account is negative, can the gateway process the remaining debit out of the next deposit and accurately reflect this activity in the funding files and reports? Explain.
31. How will the proposed solution offer fraud detection and prevention functionality? Explain.
32. What security measures do you employ to protect client information such as credit card, debit card, and e-check along with other client information and data during implementation of the solution? Explain.
33. We must transmit files from the County network to your network outside the county. How will you ensure that the files being transmitted are encrypted and secured? Explain.
34. How does your proposed solution offer a central repository for all payment data? Explain.
35. Orange County policy requires all voided transactions to be considered successful regardless if the authorization reversal was successful or not. How will the proposed solution achieve this? Explain.
36. What functionality does the proposed payment gateway solution offer to add notes to transaction records? Explain.
37. When using your proposed payment gateway solution are end users required to log on to the specific areas of the system each time they are required to research any payment channel information? Explain.
38. How will your proposed payment gateway solution process more than one scheduled autopay payment for the same date on a single account. Explain.

39. How will your proposed solution advise orange county utilities that a customer's credit card is nearing the expiration date? Explain.
40. How will your proposed solution advise the customer their credit card is nearing the expiration date? Explain.
41. How will the proposed solution update customer's credit cards that are nearing expiration? Explain.
42. Describe how your proposed solution automatically cancels autopay payments in declined status.
43. Describe in detail your returned electronic checks procedures. Please include the method of notification and examples offered by your solution.
44. Does your administrative webpage provide Orange County Utilities the ability to request support and resolution to a case? Explain.
45. Concerning Europay, MasterCard and Visa (EMV) technology:
  - a. Have you implemented EMV technology prior?
  - b. At what utility/business?
  - c. How do you process and manage EMV TRANSACTIONS?
  - d. Explain the process and what additional equipment is needed.
46. Provide a chart showing the features and benefits of your hosted gateway solution.

#### **1.4.4 INTERACTIVE VOICE RESPONSE (IVR)**

1. How will the proposed IVR solution offer the ability to conduct automated, interactive customer surveys? Explain.
2. Explain the level of effort that is required to make changes to the IVR voice scripts. For example adding, deleting, or modifying a voice script message.
3. How will your proposed IVR solution integrate with the payment gateway? Explain.
4. How are customers offered the option to select to make an IVR payment or to connect to a live Customer Service Representative? Explain.
5. Explain how your proposed IVR solution provides the ability to use touchtone and/or high quality speech recognition.
6. Explain how your proposed IVR solution prevents callers from being disconnected or stuck in a call loop where they are unable to escape from a routine.

7. Explain how your proposed solution provides the ability to conceal the “Confidential” accounts and all associated information pertaining to the account.
8. Explain how your proposed IVR solution meets all requirements of the American Disabilities Act (ADA) requirements.
9. Explain how your proposed IVR solution will provide callers with account Status specific options. For example, if an account is in “Collection” or “Severance” status inform the customer that the account is subject to disconnect due to non-payment.
10. Touchtone or spoken natural language errors frequently occur as a result of the caller either responding incorrectly to a prompt or failing to respond to a prompt within a predetermined time frame. Explain how your proposed solution performs error handling and the message the customer will hear.
11. What options does your proposed solution offer customers to look up their account?
12. Describe how your proposed solution Interfaces with and manages Computer-Telephony Integration (CTI aka Screen Pop) functionality and explain if any limitations exist.
13. How will your proposed IVR solution’s logic be used to evaluate spoken requests to provide a single correct answer regardless of how the question is phrased? Explain.
14. Does your proposed solution support Voice Extensible Markup Language (VXML)? Explain the advantages of VXML or if you offer other modern technology.
15. Does your proposed solution support Media Resource Control Protocol (MRCP)? Explain the advantages of MRCP or if you offer other modern technology.
16. Does your proposed solution support dual-tone multi-frequency (DTMF)? Explain the advantages of DTMF or if you offer other modern technology.
17. Explain how your proposed solution provides fax functionality?

#### **1.4.5 INTERACTIVE WEB RESPONSE (IWR)**

1. What administrative and management tools are offered by the proposed solution? Explain each tool.
2. Explain how the proposed solution provides administrators the ability to publish dynamic custom surveys without vendor intervention.
3. Explain the Live Chat options your solution offers. Include:

- a. The level of effort to set up and manage “Live Chat” sessions with the proposed solution.
  - b. The optimization of Live Chat during business hours.
  - c. The proposed ‘Targeted Chat’.
4. Does the proposed solution offer a full Electronic Bill Presentment and Payment (EBPP) solution and can it interface with various banking institutions? Explain.
5. How do you provide user name and password information to customers who forget this information? Explain.
6. How will the proposed solution notify the customer that their Web, AutoPay, and/or E-Billing registration process was successful? Explain.
7. When customers are logged into the Web Self Service how does the proposed solution provide interactive User Help describing all features of the specific page? Explain.
8. Does the proposed solution offer context sensitive User Help? Explain.
9. How will the proposed solution securely manage the customer’s personal information during and after the registration process for recurring payments and update CC&B real time? Explain.
10. When a customer is logged into the Web Self Service explain how the proposed SOLUTION offers options to:
  - a. Select the AutoPay or E-Billing.
  - b. Add, update, modify or cancel AUTOPAY and E-Billing information and update CC&B real time.
  - c. Update payment option information such as bank account, Credit Card information, routing number, and Account Number and update CC&B real time.
  - d. Customer alerts offered i.e. enrollment complete or nearing due date.
11. In addition to Portable Document Format (PDF), what document formats are provided to the customer for viewing?
12. When writing the following transactional data, explain how you will ensure it is successfully written to CC&B real time including an explanation for exception handling and transmittal process:
  - a. WEB registrations
  - b. E-Billing
  - c. AutoPay
  - d. Payments

13. Explain your implemented best practices related to responsive web E-sign.
14. Explain what options are available for visually impaired customers when accessing our website.

#### **1.4.6 OUTBOUND NOTIFICATIONS**

1. For Administrators: Explain what portals or application webpages are available for administrators of the solution. Detail the information available to administrators.
  - a. Explain how the portals or application webpages are configured.
  - b. Explain how administrators will modify and update customer's profile information.
  - c. Explain how administrators launch campaigns, obtain, and update results showing success or failure.
2. Explain your service monitoring and quality control measures in the solution.
3. How can we override preset dates used for notifications? Explain.
4. For scripts, explain the level of effort to
  - a. Create new notification scripts.
  - b. To modify existing scripts.
5. Describe the software workflow and process for event approval status tracking.
6. Describe your system in terms of GIS, what Environmental Systems Research Institute (ESRI) technology platform(s) and data source type(s) are required to successfully integrate or interface with your product. Orange County currently uses ArcGIS 10.2.2. (See outbound notifications in the scope of services)
7. Describe the software workflow and process to transmit selected customers contact information to the outbound notification system. Detail how the software tracks an emergency or planned event status.
8. When creating an event does your software allow you to manually add/delete affected customers using the map (GIS)? Explain.
9. When creating an event does your software allow you to use existing GIS geometry like polygons and/or by a user-defined box to identify the affected customers? Explain how that process will work using your proposed solution.
10. When creating an event does your software have the option to utilize the ESRI geometric network for wastewater utilities? Describe tracing using digitized direction and affected customer results.

11. When creating an event does your software offer options to utilize the ESRI geometric Network for water main utilities? Describe how your software would handle a water break and/or identifying affected customers after closing valves.
12. Describe how your software generates a GIS mapping product(s) of the outage area.
13. Orange County Utilities extracts customer contact information for use by an outbound calling system to make customers aware of specific conditions such as boil water alerts, broken main, and outages. It interfaces with GIS. Explain how this will be accomplished.
14. Orange County requires the use of automatic callout notifications to all or part of our customer base at any time deemed necessary by the Utility. Explain how the proposed solution will accomplish this.
15. Explain what notification types are available through your solution?
16. How are customer records extracted from our database for use in campaigns? Explain.
17. What information is provided to report notification results? Explain.
18. Are there limitations in the number of records that will be used for notifications? Explain.
19. What technology will you offer interfacing between CC&B and your proposed solution? Explain.
20. How are the following records processed, explain:
  - a. With no phone numbers
  - b. With multiple phone numbers
  - c. With multiple premises processed?
  - d. With duplicate parcel ids?
21. How will your proposed solution process priorities during the campaign launching? Explain.
22. How will the proposed solution filter callout records while the campaign is running? Explain.
23. How can we stop a campaign in process? Explain.
24. What options are offered to clients to test outbound campaigns? Explain.
25. Provide a matrix showing the features and benefits of your hosted Outbound Notification solution.



### **1.4.7 CALL CENTER MODULE**

1. Describe how the solution provides the ability for utility staff to make a payment by credit card via the Customer Service Representatives (CSR) web payment module using the account in context in CC&B while they are on the telephone speaking with the customer? Explain.
2. Describe your solution's detailed transaction reports. Provide samples of each.
3. Currently our Customer Service Representatives process payments per the customer's request using the credit card number that is spoken to them over the telephone line by the customer. Explain your proposal to minimize liability to the Utility and increase transactional security for the customer.
4. Provide a chart showing the features and benefits of your hosted call center module solution.

### **1.4.8 MOBILITY**

1. The mobile solution shall conform to the look & feel of the County's website style sheets; visit [www.ocfl.net](http://www.ocfl.net) as a reference point. Explain how this will be achieved.
2. The mobile application shall provide a method of attaching to the request, electronic image(s) from the mobile device's camera or from an existing library of images. How will this be accomplished?
3. The mobile application shall be map based and utilize location-aware technology. Requestors shall be able to make more precise adjustments or enter a street address for more accurate location reporting. Detail how this is handled within your solution.
4. Detail your experience creating responsive design websites? Provide hyperlinks to live examples. If a live example is not available, describe in detail how the site will dynamically work on a desktop, tablet, or mobile device.
5. Detail your experience using Bootstrap Framework as part of the development for a mobility solution? If none, detail what other framework was utilized.
6. Will the proposed solution support, at a later date, the addition of Chat Window functionality? Explain.

### **1.4.9 REPORTS**

1. Referring to the Report information included in the Scope of Services, please explain how each report will be developed and delivered.
2. Provide a list of all reports that are included with your solution and a sample and explanation of each. What data field options are included for each report?

3. Is reporting consolidated into one reporting tool, or are there multiple reporting tools? Please explain for each part of the solution.
4. Specify and explain the tools offered in your solution. Some samples are noted below. How much training is recommended for each?
  - a. Report Writers.
  - b. Statistical Reporting Tools.
  - c. Query Tool.
5. Explain how reports are integrated with all payment sources providing full information based on user defined parameters.
6. Explain how ad hoc reporting is achieved within each application and across the total solution.
7. Explain how an end user creates or customizes a report for one application or across the total solution.
8. How do you perform a query for post-dated payments using your solution? Explain.
9. Does your proposed solution offer any analytics that can be used to evaluate historical trends in order to provide more accurate system/resource forecasting?
10. Does your proposed solution have any limits on the quantity of reports that can be run on your system at any one time? Explain the restrictions.
11. Does your proposed solution provide the ability to generate automated system reports (Auto Reports) that can be automatically generated per a pre-defined schedule and either printed to an attached (or network) printer, delivered to one or more email address, or placed in a network file directory? Explain.
12. If we request a report and/or query not offered as a standard report, what is the process to request one?
13. How will your proposed IVR solution provide administrators real time reports and statistics of the IVR's performance on a dashboard with the ability to generate a hard copy report if needed? Explain.

#### **1.4.10 INTERFACES**

1. Explain your methodology for integration with all of our integration points as noted in our matrix and diagram in the Scope of Services. Note your experience with each integration separately.
2. This project requires synchronization with Verint and Virtual Hold Technologies on the phone switch. Explain your process and methodology to achieve this.

3. Several situations require an automated customer contact to be generated on the account within CC&B. For example, if a payment was made through the IVR/IWR and was declined. Explain how your proposed solution can be integrated with CC&B to generate a customer contact on the account with a particular contact type and class concerning, for example, the declined payment?

#### **1.4.11 CONVERSION**

1. We require customers with existing user names and passwords to be able to log on to their web profile and use the system with their existing user name and password at go-live. The solution shall not force the existing customers that are currently registered and have a user name and password to have to re-register at go-live. Explain in detail what process you will implement to ensure that all existing registered customers are converted without the need for those customers to re-register their accounts?
2. How will your implementation team re-map our links to existing electronic historical bills and make the links available for customers who are currently enrolled in E-billing to view, save, email, and print PDF copies?
3. Describe your best practices methodology on data conversion for the following:
  - a. Conversion of data from current database to your system.
  - b. Conversion of sensitive data such as user names and passwords from current vendor to your system. In the current system, the user id is the customer's email address.
  - c. Conversion of history files.
  - d. Conversion of historical bills for customer manipulation (view, save, email, fax, and print PDF copies) for those enrolled in e-billing.
  - e. Conversion of voice files ensuring that they are available for go-live.
  - f. Ensure that all accounts are converted.
  - g. Ensure that sensitive data such as social security, credit card numbers, CVV, expiration date code, is not written in the log files.
  - h. Ensure that sensitive data is encrypted.
  - i. Ensure the security of the data during an interface.

4. Describe how your firm accomplishes the following:
  - a. Security measures during conversion of sensitive data such as passwords and credit card information.
  - b. Ensures that the conversion process is seamless to the customers for all applications (IVR, WEB and Mobile).
5. What validation tools do you offer your clients as it relates to data conversion, validation, and comparison points between the old and the new system to make sure all accounts converted?
6. Our customer's credit card information and other sensitive information are stored offsite at our vendor's secured storage facility. Explain the process you will utilize to extract and convert credit card and associated sensitive information such as CVV numbers, expiration dates, and password related data.
7. In the event you cannot convert or access password information, how will you ensure our customers will not be required to re-register?

#### **1.4.12 IMPLEMENTATION**

1. Provide and explain the typical delivery lead-time from contract execution to:
  - a. The delivery of the solution (all applications and products) documentation.
  - b. The onsite installation of the base solution.
2. Provide and explain the estimated implementation schedule timeline for the proposed services (e.g., a time-phased Gantt chart) for all activities including but not limited to installation, planning, fit analysis, conversion, training, testing, interfaces, and system modifications noted in the functional requirements and critical milestones.
3. Provide and explain the County's responsibilities and client manpower requirements for each implementation task.
4. Describe the type of implementation support you provide as part of your proposed implementation services. Include site preparation, system testing, user training, data conversion, issue tracking, resolution tools, and any other implementation items.
5. Provide an average number of change orders issued and change order detail for the past three projects of a similar nature.
6. Provide a sample of a weekly project status report utilized for a similar project.
7. Identify all levels of review from staff to manager and who will be responsible for project sign-off.

8. Explain your procedures for what follow up is done for user complaints and unacceptable deliverables.
9. Describe your organization's post go-live support methodology.
10. Describe the process for defect tracking and resolution. Provide sample.
11. Describe the classification process for defects and non-conformities and describe how corrections are prioritized. Provide sample.
12. Provide a detailed Contract End Plan to be executed if the contract expires or is terminated. This plan shall describe how the Proposer plans to transition data and shall outline the transition support that shall be provided by the Proposer in support of a new County Service Provider's implementation.

#### **1.4.13 VENDOR SUPPLIED TRAINING**

1. Explain how training success for each staff member will be measured.
2. What training for the solution will be provided for the County's technical staff? Explain process.
3. When will the technical and functional training take place?
4. Include your Technical Knowledge Transfer Plan and your methodology including best practices for knowledge transfer.

#### **1.4.14 SPECIFICATIONS**

1. Provide sample solution specifications for:
  - a. Functional specification.
  - b. Technical specification.
2. Explain your process to update and receive approval for all final functional and technical specifications prior to project completion.

#### **1.4.15 MAINTENANCE AND TECHNICAL SUPPORT**

1. Describe the process for the County to request service.
2. What is your post implementation support policy?
3. For post GO-LIVE; provide your policy in relation to turn around timing. For example:
  - a. (CRITICAL) is responded to within 2 hours
  - b. (URGENT) within 8 hours

- c. (STANDARD) within 48 hours
- d. (NOT CRITICAL) within 5 working days

Who determines the priority of the problem? What is your turn-around time for support?

- 4. Would the County have a named person responsible for its issues or would the County utilize a general call center for service requests? Explain the process.
- 5. We require a Service Level Agreement of 99.9% “up” time for all modules such as the IVR, IWR, Mobile, and CSR Payment Module.
  - a. How will you achieve this? Explain how you will be able to meet this SLA.
  - b. Can you provide a sample of your standard Service Level Agreement?
  - c. Can you provide a sample of your Platinum or highest level Service Level Agreement?

Note: See Terms and Conditions Article 7, Draft Contract, concerning applicable agreements.

- 6. Orange County requires Platinum or the highest level of support that you offer.
  - a. Explain your support level tiers.
  - b. Explain your solution resolution process.
  - c. Explain how we access your support portal?
  - d. Have your employees received formal Listening training? Explain.
  - e. Explain how support issues created by our authorized team via your portal are validated and verified.
  - f. If our staff opens an incident using the support portal and assigns a priority that you do not agree with, will your support staff communicate this to our staff?
  - g. What notification methods are used in conjunction with your support portal? For example if we open a support case using the support portal how are we notified and reassured that you received our request?
  - h. How are support cases distributed and assigned?
  - i. Once a support resolution is reached how is this communicated to your customers?

7. Do you have an escalation process? If so, what is the escalation process? How is the level of expertise assigned to each level of escalation?
8. Provide the typical timeframes for defects being corrected and delivered back to the county.
9. Do you have a procedure for the following and explain each:
  - a. Handle any server updates such as space issues, windows updates?
  - b. To monitor available storage to prevent space issues?
  - c. Record archiving?
  - d. Record purging?
  - e. Request modification to the system.
10. What is your approach for IVR outages? Do you have a failover solution?
11. What is your approach for the IWR outages? Do you have a failover solution?
12. For all work and solution components completed that are the responsibility of the prime, describe the support provided upon final acceptance to include support facility, number of staff providing support and the hours of support operation.
13. What on-line forums or searchable knowledge bases are available for this solution?
14. Is there a dedicated group for support or does the service organization share this responsibility?
15. Describe the classification process for defects and how the proposer prioritizes these corrections.
16. Describe any contractual commitments the proposer is willing to provide related to corrections.
17. Provide your technical personnel matrix.
18. How do you ensure that your technical and functional staff are certified to deliver the necessary support?
19. Regarding the employees that will be supporting our organization:
  - a. Explain the training that your functional and technical support employees receive in order to support your clients using your solutions.

- b. How many functional and technical resources work in the support department that will support our organization?
20. Does your solution require any support from Orange County? If so, do you provide the training?
  21. Do you provide ongoing health checks of the solution? If so, how often are the health checks provided? Are the health checks included in the annual maintenance costs?
  22. Does your solution provide monthly service-level performance reports against each service level agreement for all applications making up the solution?
  23. Explain how you will ensure the solution performance is not affected by changes to interfacing applications, new applications or packages and technical environment changes, which if not addressed proactively, could impact applications in production, such as upgrades, new/changed equipment, and interface changes.
  24. Does your application perform routine system management on all applications making up the solution?
  25. Verify that your company will provide corrections, without charge, for any errors resulting from your work performed. Minimum support expectancy is 6 months.
  26. We require 24 hour support every day of the year for all modules comprising the solution. Explain how you will meet this requirement.
  27. As part of the Orange County standards you will not have direct access to the DMZ unless it is a shadow session with the security team. Do you have any issues with the county's protocol? Explain how this requirement will be fulfilled?

#### **1.4.16 PERFORMANCE**

1. Explain how you will ensure performance is never affected and the Utility's solution being offered will be up 99.9% of the time.
2. Explain your business continuity plan and process. What options do you offer?
3. Explain the process and timing of an update made to the staging TABLES in the LAN through:
  - a. Interactive Voice Response (IVR)
  - b. Interactive Web Response (IWR)
4. Explain the responsiveness (response time) of the solution including how it is utilized with different mobile devices.



#### 1.4.17 ADMINISTRATION

1. Does your proposed solution offer any proactive monitoring tools that will allow County staff to be notified if the system is experiencing any technical issues? Explain.
2. Does your proposed solution offer the ability for County staff to record, modify, and archive voice prompts without vendor assistance and with appropriate audio fidelity on-site? Explain.
3. Does your proposed solution provide a web-based system administration application that provides tools to administer the following list of examples? List all items included with your solution tool.
  - a. Admin Reports – Information such as the default email address at Orange County Utilities to receive any auto reports generated by the system.
  - b. Auto Reports - Automatically generated reports on a regularly scheduled basis.
  - c. Email Settings - Allow for configuration of email setting such as the “from address” and default subject line information.
  - d. IVR System Settings - Configure parameters such as transfer extensions, max ACH payment attempts, max credit card payment attempts, and max accounts for playback.
  - e. Reports - Allows the administration to manually generate system reports.
  - f. System Hours - Administration of hours of availability for the ACH Processing, credit card Processing, IVR, fax, and the outdial application.

## PHASE 2

### ON-SITE EVALUATION INSTRUCTIONS

The purpose of the on-site evaluation is to verify the information provided in the written response. The on-site evaluation will be conducted in three parts; project presentation, software demonstration, and project team interview. All presentations, demonstrations and/or explanations shall be presented by technical and business analyst staff that are familiar with the technical aspects and design constraints of the product. This on-site evaluation will be conducted in Orlando, Florida. Following the on-site evaluation each proposer will have the opportunity to perform fact-finding for the information they require to develop detailed costs.

#### 2.1 ON-SITE PRESENTATION

Each proposer will provide a sixty (60) minute uninterrupted presentation. The presentation will provide proposers with an opportunity to explain the functional and technical capabilities of their implementation services. Proposers shall also be prepared to provide an overview regarding their response to the County's functional requirements identified in the RFP.

#### 2.2 ON-SITE LIVE SOFTWARE DEMONSTRATION

Immediately following the presentation, the proposing team shall conduct a live demonstration of the proposed software solution. The demonstration shall not exceed six (6) hours. The demonstration will include but not be limited to a step by step demonstration on how the software will be used to accomplish the task scenarios listed below. Evaluators will be encouraged to ask questions throughout the demonstration.

#### PAYMENT GATEWAY

- Task 1.** Demonstrate all available options for customers to make payments.
- Task 2.** Demonstrate how a customer makes a one-time payment saving credit card information for future use.
- Task 3.** Demonstrate how customers set up recurring payments.
- Task 4.** Demonstrate how you validate checking account numbers real time.
- Task 5.** Demonstrate the choices offered for customers to schedule current and future payments.
- Task 6.** Demonstrate how customers can make a credit card not present transaction and ways to provide receipts.
- Task 7.** Demonstrate how payment posting attempts, approved or denied, are processed and recorded within your proposed solution and how these are exported to CC&B (our Oracle CIS solution) and can be configured to create a customer contact or note in our system.

- Task 8.** Demonstrate the best value added option offered by your payment gateway.
- Task 9.** Demonstrate the settlement options offered with your proposed solution.
- Task 10.** Demonstrate how the proposed solution processes settlement and payment errors.
- Task 11.** Demonstrate how your administrative webpage will integrate with all the applications such as IWR, IVR, CSR, AUTOPAY, and CORE.
- Task 12.** Demonstrate how we can search for a specific settlement date and view the details.
- Task 13.** Demonstrate how we find a specific payment in the administrative webpage.

### **INTERACTIVE VOICE RESPONSE (IVR)**

- Task 14.** Demonstrate a sample design and call flow of an IVR menu for utilities.
- Task 15.** Demonstrate all options available to a customer via the IVR.
- Task 16.** Demonstrate how a customer registers for autopay using the IVR.
- Task 17.** Demonstrate how a customer requests to start service and explain all behind scene processes.
- Task 18.** Demonstrate how a customer requests to terminate service and explain all behind scene processes.
- Task 19.** Demonstrate how a customer requests to transfer service and explain all behind scene processes.
- Task 20.** Demonstrate how your proposed solution notifies customers of credit cards expiring in the near future notifications.

### **INTERACTIVE WEB RESPONSE**

- Task 21.** Demonstrate a sample design and flow of an IWR for utilities.
- Task 22.** Demonstrate all the options available to a customer via the IWR.
- Task 23.** Demonstrate a sample portal customers see when accessing their account using your system.
- Task 24.** Demonstrate available portal “real estate” for messages on the web page.
- Standard messages.
  - Customized messages.

- Task 25.** Demonstrate how customers can request documents using the IWR.
- Task 26.** Demonstrate how a customer can make a payment using an ATM card (pin and no pin) via the IWR.
- Task 27.** Demonstrate the customer's registration process including saving credit card number when using the IWR.
- Task 28.** Demonstrate what options can be configured on the IWR to allow customers to select a specific day of the month to pay their utility bill.
- Task 29.** Demonstrate how a customer can request to start service using the IWR and explain all behind scene processes.
- Task 30.** Demonstrate how a customer can request to terminate service using the IWR and explain all processes.
- Task 31.** Demonstrate how a customer can request to transfer service using the IWR and explain all processes.
- Task 32.** Demonstrate how a customer can receive notifications from the County via IWR.
- Task 33.** Demonstrate how you validate payments instantly to prevent insufficient funds.
- Task 34.** Demonstrate options to store and display electronic bills.
- Task 35.** Demonstrate how we can share instructional and informational videos with our clients. For example, water conservation initiatives.
- Task 36.** Demonstrate all options for customers to securely enroll for autopay.
- Task 37.** Demonstrate how bills are displayed to customers via the IWR.
- Task 38.** Demonstrate how your proposed solution notifies customers of credit cards expiring in the near future.
- Task 39.** Demonstrate how your proposed solution prevents double entries.
- Task 40.** Demonstrate user name and password reset process for customers who may forget either User Name and/or Password.
- Task 41.** Demonstrate how customers can update checking account information.
- Task 42.** Demonstrate how portals and zones can be configured by our staff without vendor assistance.

- Task 43.** Demonstrate a sample Web portal you have designed for a utility customer comparable to Orange County.
- Task 44.** Demonstrate how a customer can cancel a pending request to start, transfer or terminate service using the IWR.

### **NOTIFICATIONS**

- Task 45.** Demonstrate all available notification options that are part of your proposed solution both internal and external.
- Task 46.** Demonstrate how overall results (e.g. successful/unsuccessful) are documented in CC&B, our Oracle CIS solution.
- Task 47.** Demonstrate all available options to notify our entire customer base, a subset of our customer base, or one individual account.
- Task 48.** Demonstrate options to record and/or modify existing recordings, publish messages, ensure messages are properly delivered, and cancel delivery of messages midstream.
- Task 49.** Demonstrate natural language options offered by your proposed solution and how we can manage and administer voice talent internally without vendor assistance.
- Task 50.** Demonstrate multi language options used to notify customers.
- Task 51.** Demonstrate your text to speech technology.
- Task 52.** Currently, Orange County Utilities exports customer contact information to a file for use by an outbound calling system to make customers aware of specific conditions such as boil water alerts, broken main, and outages. Demonstrate how we can accomplish this using your software.
- Task 53.** Demonstrate your software's capabilities and workflow to notify customers of an emergency or planned events.
- Task 54.** Demonstrate how your software will allow the use of existing GIS geometry like polygons and/or by a user defined box to identify the affected customers.
- Task 55.** Demonstrate how when we create an event how your software will have the option to utilize the ESRI geometric network for wastewater utilities? Describe tracing using digitized direction and affected customer results.
- Task 56.** Demonstrate how when we create an event how does your software offer options to utilize the ESRI geometric network for water main utilities?

- Task 57.** Demonstrate how your software will handle a water break notification to affected customers and/or identify affected customers after closing valves.
- Task 58.** Demonstrate how your software's workflow and processes address event approval status tracking.
- Task 59.** Demonstrate how your software generates a GIS mapping/product(s) of the outage area.
- Task 60.** Demonstrate your software reporting capabilities, automated notification for standard reports and how to generate ad hoc custom reports for emergency or planned events.

### **CALL CENTER MODULE**

- Task 61.** Demonstrate how our Customer Service Representatives (CSR) can assist customers who lack access to a computer to make a credit CARD payment.
- Task 62.** Demonstrate the portal that the CSR's will utilize to assist customers with a credit card payment and show how this process can improve using your system.
- Task 63.** Demonstrate the option CSR's have to register, update, or cancel a customer's autopay account per a customer's request.
- Task 64.** Demonstrate how the CSR will be able to remove a previously created WEB profile per a customer's request.
- Task 65.** Demonstrate how the CSR will be able to enroll and de-enroll a customer from E-billing per a customer's request.

### **MOBILITY**

- Task 66.** Show the value added options of your mobility solution.
- Task 67.** Explain your responsive web design process.
- Task 68.** Demonstrate options to display graphics on any approved device.
- Task 69.** Demonstrate a sample portal customers see when accessing their account from a mobile device.
- Task 70.** Demonstrate how bills are displayed to customers using a mobile device.
- Task 71.** Demonstrate customer user name and password reset process for customers who may forget either user name or password using a mobile device.
- Task 72.** Demonstrate how portals and zones can be configured by our staff without vendor assistance.

- Task 73.** Demonstrate how a customer requests to start service using a mobile device and explain all behind scene processes.
- Task 74.** Demonstrate how a customer requests to terminate service using a mobile device and explain all behind scene processes.
- Task 75.** Demonstrate how a customer requests to transfer service using a mobile device and explain all behind scene processes.
- Task 76.** Demonstrate how customers can update checking account information using a mobile device.
- Task 77.** Demonstrate how your proposed solution notifies customers using a mobile device of credit cards expiring in the near future.
- Task 78.** Demonstrate how your proposed solution prevents double entries for example the customer hits enter and sees no response and hits enter again.
- Task 79.** Demonstrate what customers will view through your mobility solution. Explain.
- Task 80.** Demonstrate the scalability of your proposed solution. Explain.
- Task 81.** Demonstrate what best practices you will implement with your mobility solution. Explain.

## **SECURITY**

- Task 82.** Demonstrate the security features of your proposed solution for Orange County. Explain each individual product.
- Task 83.** Demonstrate security options of your proposed solution and how these will meet the Orange County standards

## **REPORTING**

- Task 84.** Demonstrate the base reporting capabilities of the overall solution.
- Task 85.** Demonstrate the level of effort it will take to create ad hoc and custom reports using your proposed solution.

## **OVERALL SOLUTION**

- Task 86.** Demonstrate the ease of configuration offered in your solution.
- Task 87.** Demonstrate how your proposed solution processes and reports errors.
- Task 88.** Demonstrate all profile management options for internal users.

## **2.3 PROJECT TEAM INTERVIEW**

Immediately following the demonstration, the on-site evaluation will close with an interview of the onsite team. The project team interview will not exceed six (6) hours. Interview questions will be based on the information previously provided and will cover the following topics:

1. Project team members, roles, responsibilities, and qualifications including previous project experience.
2. The project management methodology.
3. The project implementation approach.
4. Project plan and SOW discussion.
5. Clarifying questions regarding RFP response.
6. On-going support.

## **2.4 FACT FINDING**

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

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

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



**PHASE 3**  
**INSTRUCTIONS**  
**PRICE PROPOSAL AND M/WBE**

**DO NOT SUBMIT THIS SECTION WITH YOUR INITIAL RFP RESPONSE**

The purpose of Phase 3 is to obtain detailed costing information and complete all documentation requirements. Only those Proposers whose responses for Phase 1 & 2 cumulatively score 225 shall advance to Phase 3. Proposers shall have fifteen (15) calendar days, commencing the first business day after the Phase 2 posting (<http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp>), to submit Phase 3 proposals.

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

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

**3.1 Interactive Voice Response (IVR)**

**3.1.1 Software Licensing**

Provide the detailed Initial licensing cost for the software application you are proposing to use to arrive at a total fixed cost. Indicate if the license is a term license or perpetual license.

**3.1.2 Additional Environments**

Provide a detailed description of the licensing cost for minimum of (4) additional environments (Test & Development) to arrive at a total fixed cost. Indicate the cost for adding additional environments as needed.

**3.1.3 Finalize Requirements**

Provide a detailed description of all tasks necessary to finalize Orange County's requirements with associated fees. For each task listed, provide an hourly rate, number of hours required and a fixed total cost.

**3.1.4 System Installation, Certification and Ready for Use**

Provide a detailed description of all required work related to the installation and certification of the system to ensure the application and all components are ready for use. Include cost per hour and estimated hours to accomplish this task to arrive at a total fixed cost.

**3.1.5 Workshops and Functional and Technical Specifications**

Provide a detailed description of all required tasks associated with the gap analysis and creating the Functional and Technical Specifications. Include cost per hour and estimated hours to accomplish this task to arrive at a total fixed cost.

### **3.1.6 Design**

Provide a detailed description of all work to make the solution work properly and meet the County's functional requirements. Specifically address each separate component estimated cost per hour and estimated hours to arrive at a total fixed cost.

### **3.1.7 Implementation**

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

### **3.1.8 Plug Ins**

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

### **3.1.9 Interface Development**

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

### **3.1.10 Data Conversion**

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

### **3.1.11 Testing**

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

### **3.1.12 Reports/Queries**

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

### **3.1.13 Training**

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

### **3.1.14 Post Production Support**

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

### **3.1.15 Other Costs**

Provide a detailed individual description of any tasks or associated work not included in the previous categories necessary for this project.

Describe in detail each task or associated work item including the cost per hour and estimated hours to accomplish each item to arrive at a total fixed cost.

### **3.1.16 Post Final System Acceptance Costs for Years 1-5**

#### **3.1.16.1 Year 1 Maintenance Costs & Hosting Costs**

Provide a detailed description of the anticipated annual support and maintenance costs for the software post final system acceptance to arrive at a total fixed cost.

#### **3.1.16.2 Year 2 Annual Licensing and/or Maintenance Costs & Hosting Costs**

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

#### **3.1.16.3 Year 3 Annual Licensing and/or Maintenance Costs & Hosting Costs**

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

#### **3.1.16.4 Year 4 Annual Licensing and/or Maintenance Costs & Hosting Costs**

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

#### **3.1.16.5 Year 5 Annual Licensing and/or Maintenance Costs & Hosting Costs**

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

## **3.2 Interactive Web Response(IWR)**

### **3.2.1 Software Licensing**

Provide the detailed Initial licensing cost for the software application you are proposing to use to arrive at a total fixed cost. Indicate if the license is a term license or perpetual license.

### **3.2.2 Additional Environments**

Provide a detailed description of the licensing cost for minimum of (4) additional environments (Test & Development) to arrive at a total fixed cost. Indicate the cost for adding additional environments as needed.

### **3.2.3 Finalize Requirements**

Provide a detailed description of all tasks necessary to finalize Orange County's requirements with associated fees. For each task listed, provide an hourly rate, number of hours required and a fixed total cost.

### **3.2.4 System Installation, Certification and Ready for Use**

Provide a detailed description of all required work related to the installation and certification of the system to ensure the application and all components are ready for use. Include cost per hour and estimated hours to accomplish this task to arrive at a total fixed cost.

### **3.2.5 Workshops and Functional and Technical Specifications**

Provide a detailed description of all required tasks associated with the gap analysis and creating the Functional and Technical Specifications. Include cost per hour and estimated hours to accomplish this task to arrive at a total fixed cost.

### **3.2.6 Design**

Provide a detailed description of all work to make the solution work properly and meet the County's functional requirements. Specifically address each separate component estimated cost per hour and estimated hours to arrive at a total fixed cost.

### **3.2.7 Implementation**

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

### **3.2.8 Plug Ins**

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

### **3.2.9 3.1.9 Interface Development**

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

### **3.2.10 Data Conversion**

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

### **3.2.11 Testing**

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

### **3.2.12 Reports/Queries**

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

### **3.2.13 Training**

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

### **3.2.14 Post Production Support**

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

### **3.2.15 Other Costs**

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

### **3.2.16 Post Final System Acceptance Costs for Years 1-5**

#### **3.2.16.1 Year 1 Maintenance & Hosting Costs**

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

#### **3.2.16.2 Year 2 Annual Licensing and/or Maintenance Costs & Hosting Costs**

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

#### **3.2.16.3 Year 3 Annual Licensing and/or Maintenance Costs & Hosting Costs**

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

#### **3.2.16.4 Year 4 Annual Licensing and/or Maintenance Costs & Hosting Costs**

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

#### **3.2.16.5 Year 5 Annual Licensing and/or Maintenance Costs & Hosting Costs**

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

## **3.3 Payment Gateway**

### **3.3.1 Software Licensing**

Provide the detailed Initial licensing cost for the software application you are proposing to use to arrive at a total fixed cost. Indicate if the license is a term license or perpetual license.

### **3.3.2 Additional Environments**

Provide a detailed description of the licensing cost for minimum of (4) additional environments (Test & Development) to arrive at a total fixed cost. Indicate the cost for adding additional environments as needed.

### **3.3.3 Finalize Requirements**

Provide a detailed description of all tasks necessary to finalize Orange County's requirements with associated fees. For each task listed, provide an hourly rate, number of hours required and a fixed total cost.

### **3.3.4 System Installation, Certification and Ready for Use**

Provide a detailed description of all required work related to the installation and certification of the system to ensure the application and all components are ready for use. Include cost per hour and estimated hours to accomplish this task to arrive at a total fixed cost.

### **3.3.5 Workshops and Functional and Technical Specifications**

Provide a detailed description of all required tasks associated with the gap analysis and creating the Functional and Technical Specifications. Include cost per hour and estimated hours to accomplish this task to arrive at a total fixed cost.

### **3.3.6 Design**

Provide a detailed description of all work to make the solution work properly and meet the County's functional requirements. Specifically address each separate component estimated cost per hour and estimated hours to arrive at a total fixed cost.

### **3.3.7 Implementation**

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

### **3.3.8 Plug Ins**

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

### **3.3.9 3.1.9 Interface Development**

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

### **3.3.10 Data Conversion**

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

### **3.3.11 Testing**

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

### **3.3.12 Reports/Queries**

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

### **3.3.13 Training**

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

### **3.3.14 Post Production Support**

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

### **3.3.15 Other Costs**

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

### **3.3.16 Post Final System Acceptance Costs for Years 1-5**

#### **3.3.16.1 Year 1 Maintenance & Hosting Costs**

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

#### **3.3.16.2 Year 2 Annual Licensing and/or Maintenance Costs & Hosting Costs**

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

#### **3.3.16.3 Year 3 Annual Licensing and/or Maintenance Costs & Hosting Costs**

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

#### **3.3.16.4 Year 4 Annual Licensing and/or Maintenance Costs & Hosting Costs**

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

### **3.3.16.5 Year 5 Annual Licensing and/or Maintenance Costs & Hosting Costs**

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

## **3.4 Call Center Module**

### **3.4.1 Software Licensing**

Provide the detailed Initial licensing cost for the software application you are proposing to use to arrive at a total fixed cost. Indicate if the license is a term license or perpetual license.

### **3.4.2 Additional Environments**

Provide a detailed description of the licensing cost for minimum of (4) additional environments (Test & Development) to arrive at a total fixed cost. Indicate the cost for adding additional environments as needed.

### **3.4.3 Finalize Requirements**

Provide a detailed description of all tasks necessary to finalize Orange County's requirements with associated fees. For each task listed, provide an hourly rate, number of hours required and a fixed total cost.

### **3.4.4 System Installation, Certification and Ready for Use**

Provide a detailed description of all required work related to the installation and certification of the system to ensure the application and all components are ready for use. Include cost per hour and estimated hours to accomplish this task to arrive at a total fixed cost.

### **3.4.5 Workshops and Functional and Technical Specifications**

Provide a detailed description of all required tasks associated with the gap analysis and creating the Functional and Technical Specifications. Include cost per hour and estimated hours to accomplish this task to arrive at a total fixed cost.

### **3.4.6 Design**

Provide a detailed description of all work to make the solution work properly and meet the County's functional requirements. Specifically address each separate component estimated cost per hour and estimated hours to arrive at a total fixed cost.

### **3.4.7 Implementation**

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

### **3.4.8 Plug Ins**

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



#### **3.4.9 Interface Development**

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

#### **3.4.10 Data Conversion**

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

#### **3.4.11 Testing**

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

#### **3.4.12 Reports/Queries**

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

#### **3.4.13 Training**

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

#### **3.4.14 Post Production Support**

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

#### **3.4.15 Other Costs**

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

#### **3.4.16 Post Final System Acceptance Costs for Years 1-5**

##### **3.4.16.1 Year 1 Maintenance & Hosting Costs**

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

##### **3.4.16.2 Year 2 Annual Licensing and/or Maintenance Costs & Hosting Costs**

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

**3.4.16.3 Year 3 Annual Licensing and/or Maintenance Costs & Hosting Costs**

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

**3.4.16.4 Year 4 Annual Licensing and/or Maintenance Costs & Hosting Costs**

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

**3.4.16.5 Year 5 Annual Licensing and/or Maintenance Costs & Hosting Costs**

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

**3.5 Outbound Notification**

**3.5.1 Software Licensing**

Provide the detailed Initial licensing cost for the software application you are proposing to use to arrive at a total fixed cost. Indicate if the license is a term license or perpetual license.

**3.5.2 Additional Environments**

Provide a detailed description of the licensing cost for minimum of (4) additional environments (Test & Development) to arrive at a total fixed cost. Indicate the cost for adding additional environments as needed.

**3.5.3 Finalize Requirements**

Provide a detailed description of all tasks necessary to finalize Orange County's requirements with associated fees. For each task listed, provide an hourly rate, number of hours required and a fixed total cost.

**3.5.4 System Installation, Certification and Ready for Use**

Provide a detailed description of all required work related to the installation and certification of the system to ensure the application and all components are ready for use. Include cost per hour and estimated hours to accomplish this task to arrive at a total fixed cost.

**3.5.5 Workshops and Functional and Technical Specifications**

Provide a detailed description of all required tasks associated with the gap analysis and creating the Functional and Technical Specifications. Include cost per hour and estimated hours to accomplish this task to arrive at a total fixed cost.

**3.5.6 Design**

Provide a detailed description of all work to make the solution work properly and meet the County's functional requirements. Specifically address each separate component estimated cost per hour and estimated hours to arrive at a total fixed cost.

### **3.5.7 Implementation**

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

### **3.5.8 Plug Ins**

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

### **3.5.9 3.1.9 Interface Development**

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

### **3.5.10 Data Conversion**

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

### **3.5.11 Testing**

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

### **3.5.12 Reports/Queries**

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

### **3.5.13 Training**

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

### **3.5.14 Post Production Support**

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

### **3.5.15 Other Costs**

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

### **3.5.16 Post Final System Acceptance Costs for Years 1-5**

#### **3.5.16.1 Year 1 Maintenance & Hosting Costs**

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

#### **3.5.16.2 Year 2 Annual Licensing and/or Maintenance Costs & Hosting Costs**

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

#### **3.5.16.3 Year 3 Annual Licensing and/or Maintenance Costs & Hosting Costs**

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

#### **3.5.16.4 Year 4 Annual Licensing and/or Maintenance Costs & Hosting Costs**

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

#### **3.5.16.5 Year 5 Annual Licensing and/or Maintenance Costs & Hosting Costs**

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

### **3.6 Mobility**

#### **3.6.1 Software Licensing**

Provide the detailed Initial licensing cost for the software application you are proposing to use to arrive at a total fixed cost. Indicate if the license is a term license or perpetual license.

#### **3.6.2 Additional Environments**

Provide a detailed description of the licensing cost for minimum of (4) additional environments (Test & Development) to arrive at a total fixed cost. Indicate the cost for adding additional environments as needed.

#### **3.6.3 Finalize Requirements**

Provide a detailed description of all tasks necessary to finalize Orange County's requirements with associated fees. For each task listed, provide an hourly rate, number of hours required and a fixed total cost.

#### **3.6.4 System Installation, Certification and Ready for Use**

Provide a detailed description of all required work related to the installation and certification of the system to ensure the application and all components are ready for use. Include cost per hour and estimated hours to accomplish this task to arrive at a total fixed cost.

### **3.6.5 Workshops and Functional and Technical Specifications**

Provide a detailed description of all required tasks associated with the gap analysis and creating the Functional and Technical Specifications. Include cost per hour and estimated hours to accomplish this task to arrive at a total fixed cost.

### **3.6.6 Design**

Provide a detailed description of all work to make the solution work properly and meet the County's functional requirements. Specifically address each separate component estimated cost per hour and estimated hours to arrive at a total fixed cost.

### **3.6.7 Implementation**

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

### **3.6.8 Plug Ins**

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

### **3.6.9 3.1.9 Interface Development**

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

### **3.6.10 Data Conversion**

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

### **3.6.11 Testing**

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

### **3.6.12 Reports/Queries**

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

### **3.6.13 Training**

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

### **3.6.14 Post Production Support**

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

### **3.6.15 Other Costs**

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

### **3.6.16 Post Final System Acceptance Costs for Years 1-5**

#### **3.6.16.1 Year 1 Maintenance & Hosting Costs**

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

#### **3.6.16.2 Year 2 Annual Licensing and/or Maintenance Costs & Hosting Costs**

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

#### **3.6.16.3 Year 3 Annual Licensing and/or Maintenance Costs & Hosting Costs**

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

#### **3.6.16.4 Year 4 Annual Licensing and/or Maintenance Costs & Hosting Costs**

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

#### **3.6.16.5 Year 5 Annual Licensing and/or Maintenance Costs & Hosting Costs**

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

### 3.7 Total Cost Summary

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

| <b>DESCRIPTION</b>  | <b>TOTAL FIXED COST</b> |
|---|-------------------------|
| 3.1 Interactive Voice Response<br>(3.1.1 through 3.1.16)<br>Five (5) Year Total Cost of Ownership     | \$ _____                |
| 3.2 Interactive Web Response (IWR)<br>(3.2.1 through 3.2.16)<br>Five (5) Year Total Cost of Ownership | \$ _____                |
| 3.3 Payment Gateway<br>(3.3.1 through 3.3.16)<br>Five (5) Year Total Cost of Ownership                | \$ _____                |
| 3.4 Call Center Module<br>(3.4.1 through 3.4.16)<br>Five (5) Year Total Cost of Ownership             | \$ _____                |
| 3.5 Outbound Notification<br>(3.5.1 through 3.5.16)<br>Five (5) Year Total Cost of Ownership          | \$ _____                |
| 3.6 Mobility<br>(3.6.1 through 3.6.16)<br>Five (5) Year Total Cost of Ownership                       | \$ _____                |
| <b>TOTAL FIXED COST:</b>  | <b>\$ _____</b>         |

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

The proposer shall submit the following forms:

- 3.8.1 Employment Data, Schedule of Minorities and Women
- 3.8.2 Schedule of Subcontracting - M/WBE Participation Form
- 3.8.3 Letter(s) of Intent (Verification of M/WBE Utilization)
- 3.8.4 Schedule of Subcontracting – Service Disabled Veteran’s Form
- 3.8.5 Letter(s) of Intent (Verification of Service Disabled Veteran Utilization)
- 3.8.6 Welfare Recipients Proposed Hiring Information

### **3.9 LOCATION**

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

### **3.10 ETHICS COMPLIANCE**

The proposer shall submit the following forms:

- 3.10.1 Conflict/Non-Conflict of Interest Statement
- 3.10.2 Litigation Statement
- 3.10.3 Orange County Specific Project Expenditure Report
- 3.10.4 Relationship Disclosure Form

### **3.11 ADDITIONAL FORMS**

The proposer shall submit the following forms:

- 3.11.1 Authorized Signatories/Negotiators Form
- 3.11.2 Emergency Contact
- 3.11.3 Drug Free Workplace
- 3.11.4 E-Verification Certification
- 3.11.5 Agent Authorization Form  
(If this form is not applicable put your name at the top and mark it “N/A”)
- 3.11.6 Leased Employee Affidavit  
(If this form is not applicable put your name at the top and mark it “N/A”)
- 3.11.7 Acknowledgement of Addenda, if applicable



The following items 4 through 12 detail the submittals above. These items shall be submitted to insure that your proposal is adequately evaluated. Failure to provide this information may negatively impact the score of your proposal.

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

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

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

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

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

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

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

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

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

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

**5. LOCATION FORM**

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

**6. CONFLICT OF INTEREST FORM**

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

**7. ETHICS COMPLIANCE**

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

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

B. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder, proposer or responder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners.

This form shall be completed and submitted with your proposal.

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

**8. AUTHORIZED SIGNATORIES/NEGOTIATORS FORM**

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

**9. DRUG-FREE WORKPLACE FORM**

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

**10. VERIFICATION OF EMPLOYMENT STATUS**

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

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

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

**11. BONUS POINTS FOR HIRING OF WELFARE TRANSITION AND DISLOCATED WORKERS**

Proposers may be awarded a maximum of five (5) bonus points for a commitment to hire welfare transition and dislocated workers residing in the Metropolitan Statistical Area (MSA) as fulltime employees. One point will be awarded for each new fulltime hire up to and including a maximum of five (5) points. To be eligible for bonus points, Proposers must complete the attached Form WR- Section I, listing the number of welfare recipients to be hired fulltime and submit with their proposal. Bonus points shall only be awarded once for any one individual hired. Individuals hired may be employed in any position within the firm but must be hired on a fulltime basis.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EMERGENCY CONTACT

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

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

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

**ACKNOWLEDGEMENT OF ADDENDA**

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

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

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



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

**RFP Number & Title: Y17-125-PD, THE UTILITIES CUSTOMER INFORMATION SYSTEM (CIS) SOLUTION:  
PAYMENT GATEWAY, INTERACTIVE VOICE AND WEB RESPONSE (IVR and IWR), OUTBOUND NOTIFICATIONS, CALL  
CENTER MODULE AND MOBILITY SOLUTION**

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

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

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

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

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

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

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

**RFP Number & Title: Y17-125-PD, THE UTILITIES CUSTOMER INFORMATION SYSTEM (CIS) SOLUTION:  
PAYMENT GATEWAY, INTERACTIVE VOICE AND WEB RESPONSE (IVR and IWR), OUTBOUND NOTIFICATIONS, CALL  
CENTER MODULE AND MOBILITY SOLUTION**

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

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

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

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

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

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

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

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

**RFP Number & Title: Y17-125-PD, THE UTILITIES CUSTOMER INFORMATION SYSTEM (CIS) SOLUTION:  
PAYMENT GATEWAY, INTERACTIVE VOICE AND WEB RESPONSE (IVR and IWR), OUTBOUND NOTIFICATIONS, CALL  
CENTER MODULE AND MOBILITY SOLUTION**

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

| <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> |
|------------------------------|----------------|-------------------------------------|---|
|                              |                |                                     |   |
|                              |                |                                     |   |
|                              |                |                                     |   |
|                              |                |                                     |   |
|                              |                |                                     |   |
|                              |                |                                     |   |

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

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

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

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

## LOCATION

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

### PRIME CONTRACTOR

### PERCENTAGE OF WORK ASSIGNED

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

### SUBCONTRACTOR / SUBCONTRACTOR

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

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

**CONFLICT/NON-CONFLICT OF INTEREST STATEMENT**

**CHECK ONE**

- [ ] To the best of our knowledge, the undersigned bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

**OR**

- [ ] The undersigned bidder, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

**LITIGATION STATEMENT**

**CHECK ONE**

- [ ] The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.
- [ ] The undersigned bidder, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

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

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

\_\_\_\_\_  
NAME (PRINT OR TYPE)

\_\_\_\_\_  
TITLE

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

**AUTHORIZED SIGNATORIES/NEGOTIATORS**

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

Name Title Telephone Number/Email

---

---

---

(Signature)

(Date)

(Title)

(Name of Business)

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

**Type of Organization**

Sole Proprietorship  Partnership  Non-Profit

Joint Venture  Corporation

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

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

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

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

## DRUG-FREE WORKPLACE FORM

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

Name of Business

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

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

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

\_\_\_\_\_  
Date



**WELFARE RECIPIENT  
PROPOSED HIRING INFORMATION**

**Section I: To be Submitted with Proposal**

Firm: \_\_\_\_\_

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

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

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

Number of Individuals to be Hired: \_\_\_\_\_

Signature of Authorized Representative of Above Firm: \_\_\_\_\_

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

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

Verification: I certify that the below individual are welfare recipients

Individual Complete Name:

1. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_ 4. \_\_\_\_\_

\*5. \_\_\_\_\_ \*6. \_\_\_\_\_

**CareerSource Central Florida  
609 North Powers Drive, Suite 340  
Orlando, Florida 32818  
(407) 531-1223**

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

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

**LETTER OF INTENT**  
**(VERIFICATION OF MWBE UTILIZATION)**

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

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

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

|   |
|---|
| _____<br>M/WBE Sub-Contractor               |
| _____<br>Specific Scope(s) of Work/Services |
| _____<br>Subcontract Percentage/Amount      |

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

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

|   |               |
|---|---------------|
| _____<br>Authorized Agent of Prime Contractor | _____<br>Date |
|---|---------------|

\_\_\_\_\_  
Printed Name & Title

|   |               |
|---|---------------|
| _____<br>Authorized Agent of M/WBE Sub-Contractor | _____<br>Date |
|---|---------------|

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
M/WBE Address

|               |                |                   |
|---------------|----------------|-------------------|
| _____<br>City | _____<br>State | _____<br>Zip Code |
|---------------|----------------|-------------------|

|                       |                     |
|-----------------------|---------------------|
| _____<br>Phone Number | _____<br>Fax Number |
|-----------------------|---------------------|

## LETTER OF INTENT

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

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

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

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

---

Service-Disabled Veteran Sub-Contractor

---

Specific Scope(s) of Work/Services

---

Subcontract Percentage/Amount

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

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

---

Authorized Agent of Prime Contractor

Date

---

Printed Name & Title

---

Authorized Agent of Service-Disabled Veteran Sub-Contractor

Date

---

Printed Name & Title

---

Service-Disabled Veteran Address

---

City

State

Zip Code

---

Phone Number

Fax Number

## E VERIFICATION CERTIFICATION

Contract No.Y17-125-PD

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.Y17-125-PD, THE UTILITIES CUSTOMER INFORMATION SYSTEM (CIS) SOLUTION: PAYMENT GATEWAY, INTERACTIVE VOICE AND WEB RESPONSE (IVR and IWR), OUTBOUND NOTIFICATIONS, CALL CENTER MODULE AND MOBILITY SOLUTION**, within the state of Florida.

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

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

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

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

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

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

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

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

**Part I**

**INFORMATION ON PROPOSER:**

Legal Name of Applicant:

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Business Phone: (     ) \_\_\_\_\_

Facsimile: (     ) \_\_\_\_\_

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

Name of Applicant's Authorized Agent:

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Business Phone: (     ) \_\_\_\_\_

Facsimile: (     ) \_\_\_\_\_

**Part II**

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Use additional sheets of paper if necessary)

**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 III**

**Original signature and notarization required**

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

\_\_\_\_\_  
Date

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

Printed Name and Title of Person completing this form:

\_\_\_\_\_

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

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

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

(Notary Seal)

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

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

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

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

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

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

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

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

**WHO NEEDS TO FILE THE SPR?**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CONCLUSION:**

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

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



**AGENT AUTHORIZATION FORM**

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

\_\_\_\_\_

\_\_\_\_\_

Signature of Bidder

Date

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

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

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

(Notary Seal)

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

**EXHIBIT A**

**LEASED EMPLOYEE AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

**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.

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

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

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

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

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## ORANGE COUNTY CERTIFICATE OF INSURANCE REVIEW GUIDE

1. **PRODUCER:** Agent's name and address must be shown along with contact name phone, fax, and email address.
2. **INSURED:** Legal name and address of the entity entering into the contract or agreement
3. **INSURERS AFFORDING COVERAGE & NAIC #:** Name of the insurance company that is insuring the line of coverage. The INSURER and applicable letter will be used throughout the certificate to indicate the lines of coverage placed with a particular insurance company. A letter must be shown in the INSUR L TR section for each coverage line listed on the certificate.
4. **ADDL INSR:** Signifies whether coverage includes additional insured status. Very few agents use this section. Additional insured status is usually discussed in the Description of Operations/Locations/Vehicles section.
5. **SUBR WVD:** Signifies that a waiver of subrogation is in valid for each line of coverage as indicated.
6. **POLICY NUMBER:** A policy number should be listed for each line of coverage for which commercial insurance is being provided.
7. **POLICY EFFECTIVE/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 your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**EXHIBIT C**

POLICY NUMBER: \_\_\_\_\_ COMMERCIAL GENERAL LIABILITY  
**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

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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<br>ATTN: PROCUREMENT DIVISION<br>400 E. SOUTH STREET, 2 <sup>ND</sup> FLOOR<br>ORLANDO, FL 32801 |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.                                       |

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

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

## EXHIBIT D

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WORKERS COMPENSTION AND EMPLOYEES LIABILITY  
INSURANCE POLICY WC 00 03 13

2<sup>ND</sup> Reprint

*Effective April 1, 1984*

Advisory

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

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

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

Schedule

**Name of Person or Organization:**

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

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©NCCI Holdings, Inc.

**EXHIBIT 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.



**EXHIBIT F**  
**Contract # Y17-125**

This Contract is made as of the \_\_\_\_ day of \_\_\_\_\_, 2016 by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and \_\_\_\_\_ [ ] an individual, [ ] a partnership, [ ] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. or Social Security number is \_\_\_\_\_.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

WHEREAS, COUNTY requires computer software for \_\_\_\_\_, hereinafter referred to as the "System"; and

WHEREAS, VENDOR has experience in the integration, installation and maintenance of computer-based systems for state, county, and local governments; and

WHEREAS, VENDOR and COUNTY mutually desire that VENDOR make available software, hardware and services as further described in Exhibit A, Statement of Work, on the terms contained herein;

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

**ARTICLE 1 - SERVICES**

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

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

**ARTICLE 2 - SCHEDULE**

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

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

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

- A. The total amount to be paid by the COUNTY under this Contract for services, shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_). The CONSULTANT will notify the COUNTY, in writing, when 90% of the estimated contract amount has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billing for partially completed items is permitted, the total incremental billings shall not exceed the percentage of estimated completion as of the billing date.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the initiating County Department, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices must reference this contract number. Invoices will be paid in accordance with the State of Florida Prompt Payment Act.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to Orange County. Since this ACCOUNT will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONSULTANT.

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

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

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

### **ARTICLE 5 - TERMINATION**

#### **A. Termination for Default:**

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

- 1. Provide PRODUCTS or services that comply with the specifications herein or fails to meet the COUNTY'S performance standards

2. Deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. Make progress so as to endanger performance of this contract
4. Perform any of the other provisions of this contract.

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

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

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

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

**B. Termination for Convenience**

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

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

**C. Joint Venture/ Sub-Contract/ Product Suites**

In the event of a delay caused by dissolution of a Joint Venture or sub-contracting arrangement it shall be the responsibility of the CONSULTANT (Prime Contractor) to secure comparable resources and replacement products subject to the acceptance of the County which will be memorialized by amendment to this contract. If CONSULTANT is delayed in its performance, the COUNTY may equitably adjust the provisions of this contract, including price and delivery, as may be affected by such delay and contract directly with a third-party to secure such services. This provision shall not be interpreted to limit COUNTY'S right to terminate for convenience.

**ARTICLE 6 - PERSONNEL**

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

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

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

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

**ARTICLE 7 – SUBCONTRACTING AND MINORITY/WOMEN EMPLOYMENT PARTICIPATION**

A. The CONSULTANT shall be responsible for reporting Minority/Women Business Enterprise (M/WBE) sub-CONSULTANT contract dollar amount(s) for the M/WBE sub-consultant(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract

agreements/purchase orders is a condition precedent to execution of the prime contract with the COUNTY. Quarterly updated M/WBE utilization reports and Employment Data, Schedule of Minorities and Women reports are to be submitted every quarter during the term of the contract. Additionally, the CONSULTANT shall ensure that the M/WBE participation percentage proposed in the Consultant's Proposal submitted for this Contract is accomplished.

- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The CONSULTANT shall be responsible for reporting local minority/women employment percentage levels within the firm and the minority/women employment percentage levels that the firm anticipates utilizing to fulfill the obligations of this Contract. The report(s) shall be submitted to the Business Development Division, on a quarterly basis during the life of the Contract.
- D. The awarded prime CONSULTANT shall furnish written documentation evidencing actual dollars paid to **all sub-consultants** utilized by the prime CONSULTANT on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the COUNTY may determine actual MWBE participation achieved by the prime CONSULTANT prior to the issuance of final payment.
- E. In the event a certified M/WBE sub-consultant's subcontract is terminated for convenience, the CONSULTANT shall submit a letter to the Business Development Division from the terminated sub-consultant evidencing their concurrence with the termination. In the event a certified M/WBE sub-consultant's subcontract is terminated for cause, the CONSULTANT shall justify the replacement of that sub-consultant, in writing to the Business Development Division, accompanied by the Project Manager's recommendation or consent to termination.
- F. It is the intent of the COUNTY to insure prompt payment of all sub-consultants working on COUNTY projects. The CONSULTANT shall:
  - 1. Submit copies of executed contracts between the CONSULTANT and all of its M/WBE sub-consultants to the Business Development Division.
  - 2. The COUNTY may at its discretion require copies of subcontracts/purchase orders for the non-M/WBE's listed on **SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM** and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-M/WBE sub-consultants certifying that a prompt payment clause has been included in that contract or purchase order.

3. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONSULTANT and sub-consultants (including those with non-M/WBE's) stating that payment will be made to the sub-CONSULTANT within 72 hours of receipt of payment from the COUNTY. The CONSULTANT shall pay each sub-CONSULTANT for all work covered under an invoice within the 72 hour time frame.
- G. By entering into this contract, the CONSULTANT affirmatively commits to comply with the M/WBE subcontracting requirements submitted with his/her Proposal. The failure of the CONSULTANT/CONTRACTOR to comply with this commitment during the Contract's performance period may be considered a breach of Contract.
- The COUNTY may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement Division.

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

The prime CONSULTANT/CONTRACTOR shall be responsible for reporting (SDV) sub-consultant contract dollar amount(s) for the SDV firms(s) listed in the document by submitting appropriate documents evidencing contract award of work to the Business Development Division (BDD). The report(s) shall be submitted in the (BDD) with a copy to the representative within ten (10) days after issuance of individual assignments or task authorizations:-

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

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

- C. In the event a registered SDV sub-consultant's subcontract is terminated for convenience, the CONSULTANT shall call and submit a letter to the BDD from the terminated sub-consultant evidencing their concurrence with the termination.

In the event a registered SDV sub-consultant's subcontract is terminated for cause, the CONSULTANT shall justify the replacement of that sub-consultant, in writing to the BDD, accompanied by the Project Manager's recommendation or consent to termination.

- D. It is the intent of the COUNTY to insure prompt payment of all sub-consultants working on COUNTY projects. The CONSULTANT shall:
1. Submit copies of executed contracts between the CONSULTANT and all of its SDV sub-consultants to the BDD.
  2. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONSULTANT and SDV sub-consultants (stating that payment will be made to the sub-CONSULTANT within 72 hours of receipt of payment from the COUNTY. The CONSULTANT shall pay each sub-CONSULTANT for all work covered under an invoice within the 72 hour time frame.
- E. By entering into this contract, the CONSULTANT affirmatively commits to comply with the SDV requirements submitted with his/her Proposal. The failure of the CONSULTANT/CONTRACTOR to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

#### **ARTICLE 9 - FEDERAL AND STATE TAX**

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

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

#### **ARTICLE 10 - AVAILABILITY OF FUNDS**

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

#### **ARTICLE 11 - INSURANCE REQUIREMENTS:**

Vendor/Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract.

Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

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

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

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

Required Coverage:

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

Required Endorsements:

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



Required Endorsements:

Waiver of Subrogation- WC 00 03 13 or its equivalent

Optional Coverage:

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

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

#### **ARTICLE 12 - INDEMNIFICATION**

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

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

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

#### **ARTICLE 14 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Orange County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **ARTICLE 15 - UNIFORM COMMERCIAL CODE**

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

#### **ARTICLE 16 - CONFLICT OF INTEREST**

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

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

#### **ARTICLE 17 - EXCUSABLE DELAYS**

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

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

#### **ARTICLE 18 - ARREARS**

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

#### **ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

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

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

and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced at the discretion of the COUNTY.

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

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

#### **ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP**

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

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

#### **ARTICLE 21 - CONTINGENT FEES**

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

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

#### **ARTICLE 22 - ACCESS AND AUDITS**

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

## **ARTICLE 23 – EQUAL OPPORTUNITY**

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

Further, the CONSULTANT shall abide by the following provisions:

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

## **ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT**

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

## **ARTICLE 25 - ENFORCEMENT COSTS**

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

## **ARTICLE 26 - AUTHORITY TO PRACTICE**

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

## **ARTICLE 27 - SEVERABILITY**

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

## **ARTICLE 28 - MODIFICATIONS OF WORK**

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

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

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

## **ARTICLE 29 – WELFARE RECIPIENTS**

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

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

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

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

## **ARTICLE 30 - CONTRACT CLAIMS**

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

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

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

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

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

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

#### **ARTICLE 31 - TOBACCO FREE CAMPUS**

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

#### **ARTICLE 32- VERIFICATION OF EMPLOYMENT STATUS**

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

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

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

#### **ARTICLE 33 – LAWS AND REGULATIONS**

All applicable Federal and State laws, municipal and County Ordinances, to include chapter 37 of the Orange County Code, shall apply to the solicitation and Contract.

**ARTICLE 34 – ADDENDA**

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

**ARTICLE 35 – PRICE ESCALATION (CPI)**

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

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

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

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

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

**CPI-U Calculation Example:**

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

A price increase may be requested only at each time interval specified above, using the methodology outlined in this section. To request a price increase, Contractor shall submit a letter stating the percentage amount of the requested increase and adjusted price to the Orange County Procurement Division. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index TABLE used in the calculation. The maximum allowable increase shall not exceed 4%, unless authorized by the Manager, Procurement Division. If approved, the price adjustment shall become effective on the contract renewal date. All price adjustments must be accepted by the Manager, Procurement Division and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed.



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

**ARTICLE 36 - NOTICE**

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

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and if sent to the CONSULTANT shall be mailed to:

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

CONSULTANT:

ORANGE COUNTY, FLORIDA:

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Exhibit G**

**Change Request Form**

**Change Request No.:** \_\_\_\_\_

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



**Person(s) Requesting Change:** \_\_\_\_\_

**System:** CIS  Other  \_\_\_\_\_

Is requested change to address a governmental requirement?

Yes  No

If yes, please indicate which local/state/federal requirement and attach a copy of the requirement.

*Go to Page 2 and complete the Change Description, Reason, and Impact. Leave the Request Disposition blank. Once form has been completed, send to County Project Manager, \_\_\_\_\_, for review.*

Request Disposition (*to be completed by County Project Manager*):

Change Request Denied/Deferred.

If denied/deferred, state reason: \_\_\_\_\_

Change Request Approved for Vendor Review.

Request Number: \_\_\_\_\_

Will the requested change affect the schedule?

Yes  No  Unknown

If yes, indicate how the schedule may be affected.

**Description of Requested Change:**

**Reason for the request:**

**Impact to the operation or system:**

**Approval Signatures:**

\_\_\_\_\_  
OCU Project Manager

\_\_\_\_\_  
OCU Project Director

\_\_\_\_\_  
Vendor Project Manager

\_\_\_\_\_  
Vendor Principal

\_\_\_\_\_  
Technical Project Leader

\_\_\_\_\_  
IT Manager



## Change Response Form

**Change Response No.:** \_\_\_\_\_

**Response Date:** \_\_\_\_\_ **Request Date:** \_\_\_\_\_

System:      CIS [  ]  
                  Other [  ] \_\_\_\_\_

Will the requested change affect your schedule? Yes [  ] No [  ]

If yes indicate how your schedule will be affected:

Affected Functional and Technical specifications:

Impact Analysis:

Estimate of resource(s) needed and billing rate(s)

Estimate of hours required

Total Cost

Timeline (Attach Proposed Work Plan)

Change Request Approved for forwarding to County Manager of Purchasing and Contracts approval [ ]

Change Deferred/Denied [ ]

If deferred/denied, state reason:

Upon completion of this form, send to \_\_\_\_\_, County Project Manager.

**Approval Signatures:**

\_\_\_\_\_  
OCU Project Manager

\_\_\_\_\_  
OCU Project Director

\_\_\_\_\_  
Vendor Project Manager

\_\_\_\_\_  
Vendor Principal

\_\_\_\_\_  
ISS Project Leader

\_\_\_\_\_  
Enterprise IT Manager



Exhibit H1

# IVR & IWR & CCB

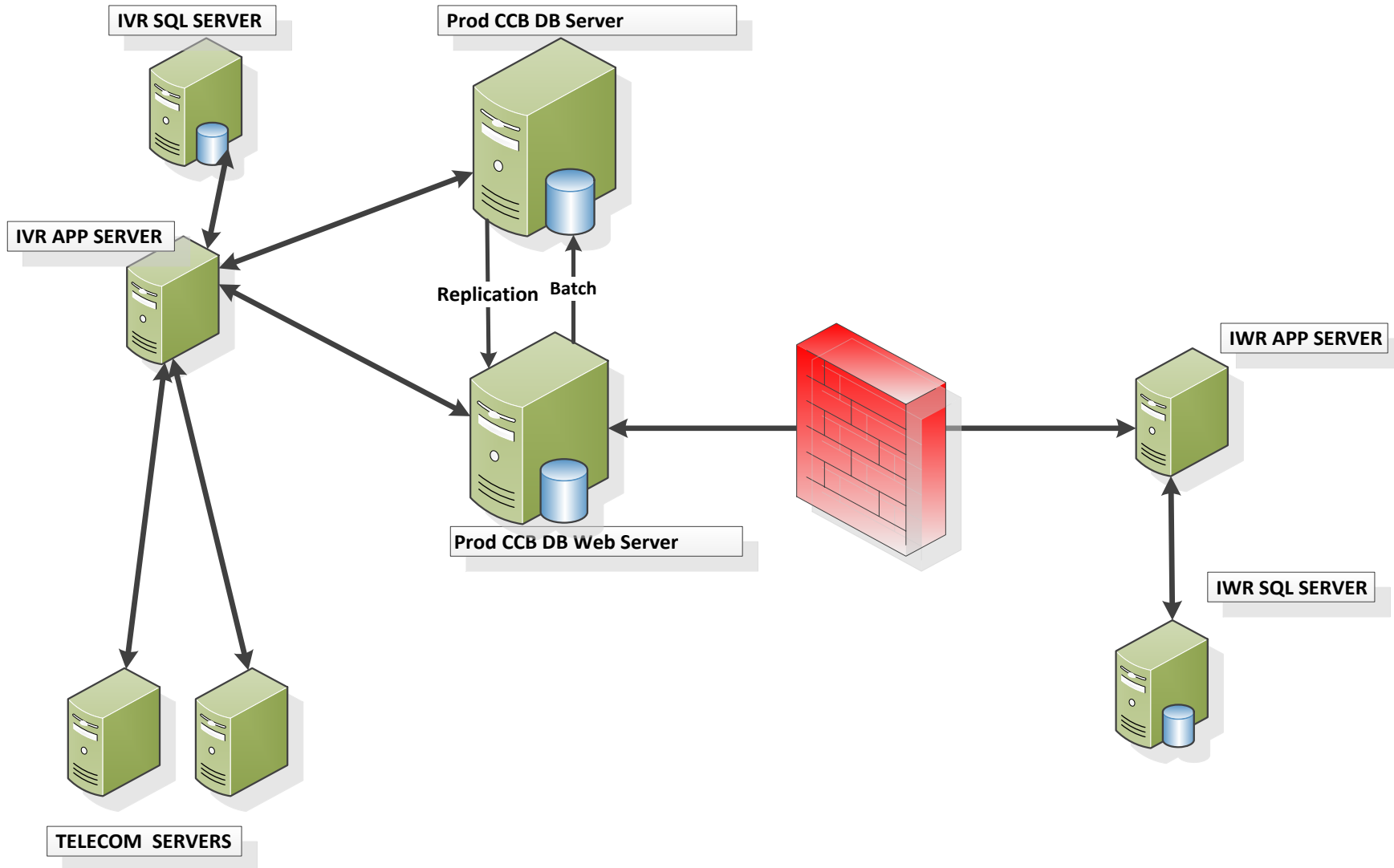
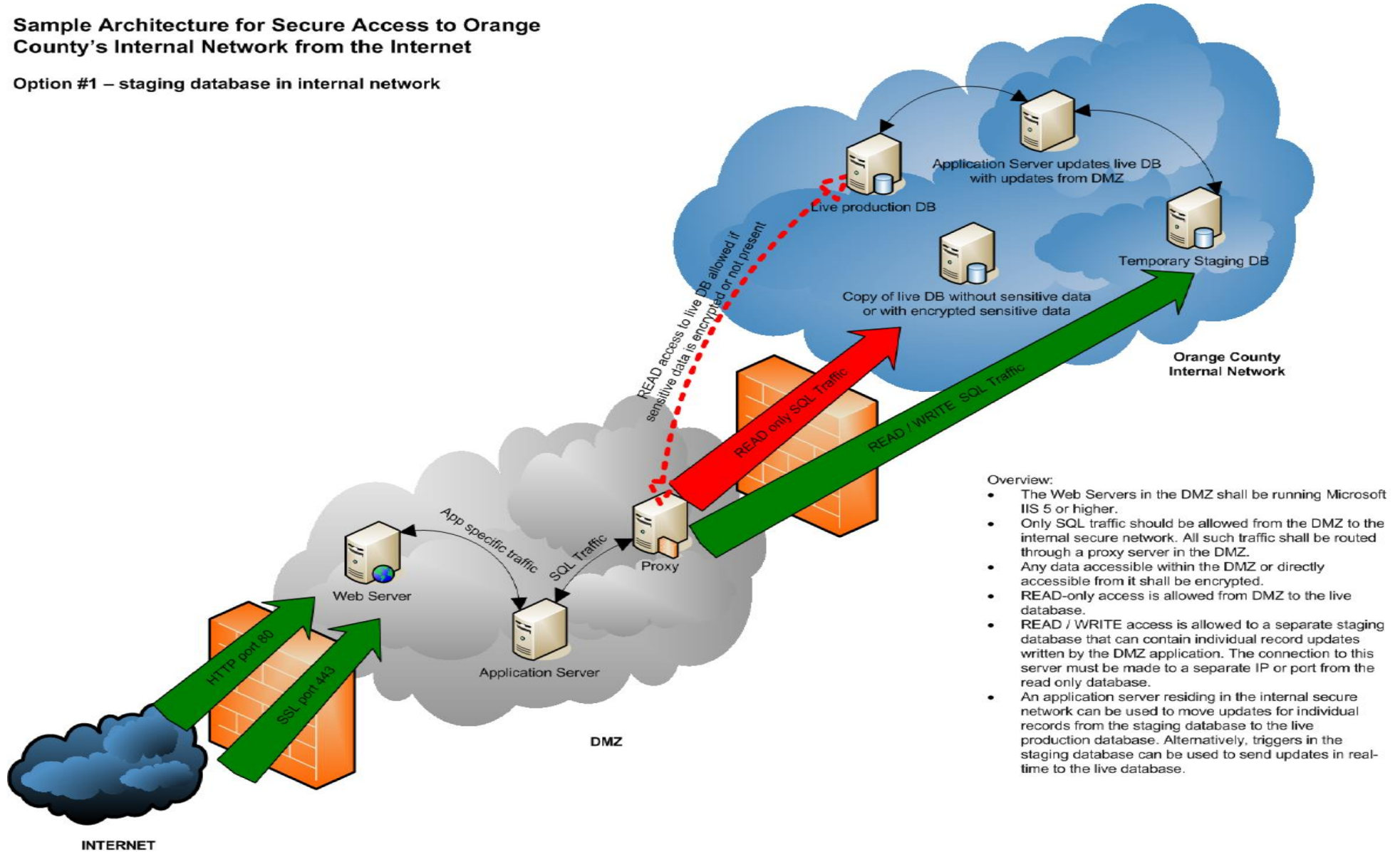


Exhibit H2

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

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



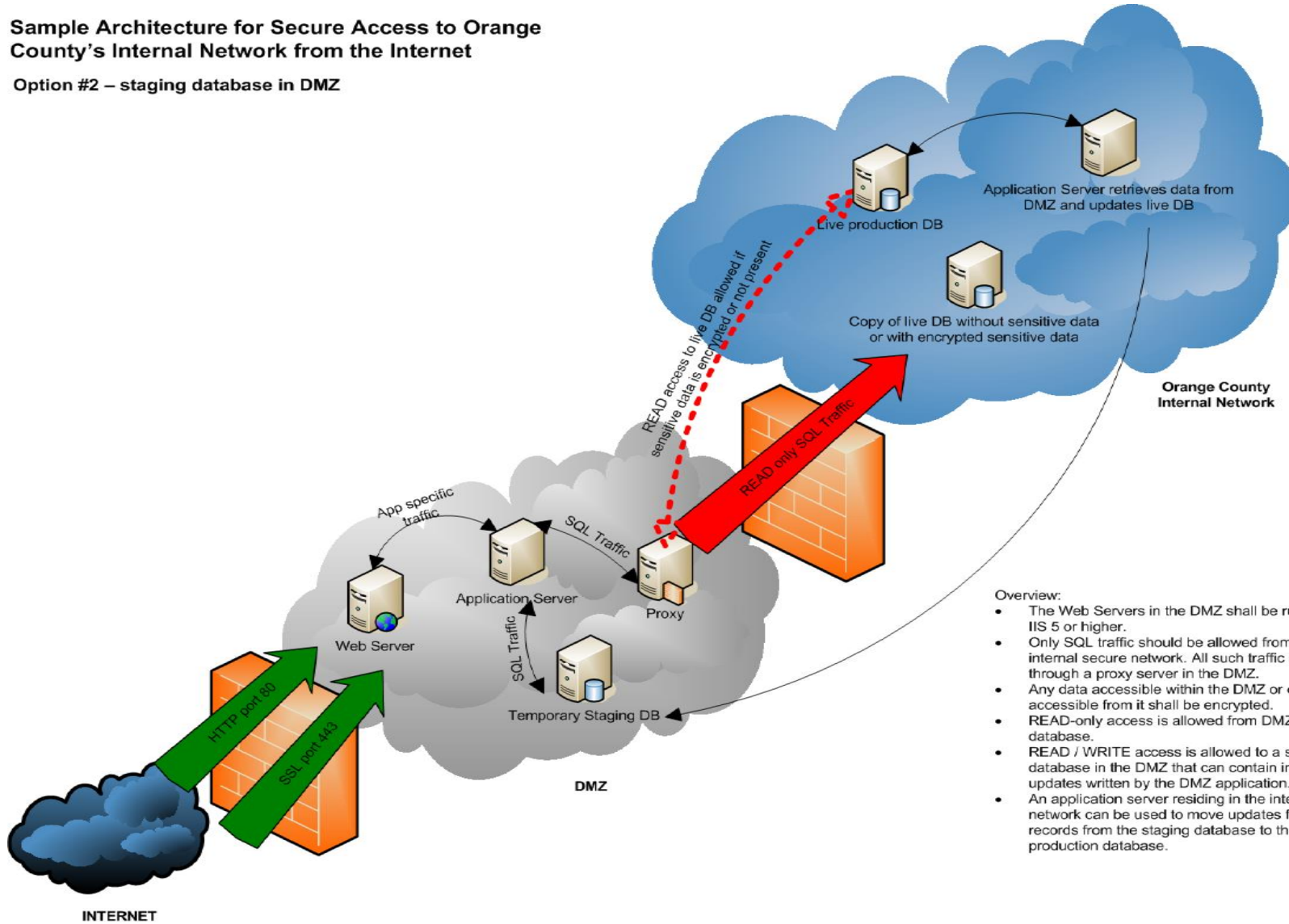
#### Overview:

- 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.

### Exhibit H3

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

### Option #2 – staging database in DMZ



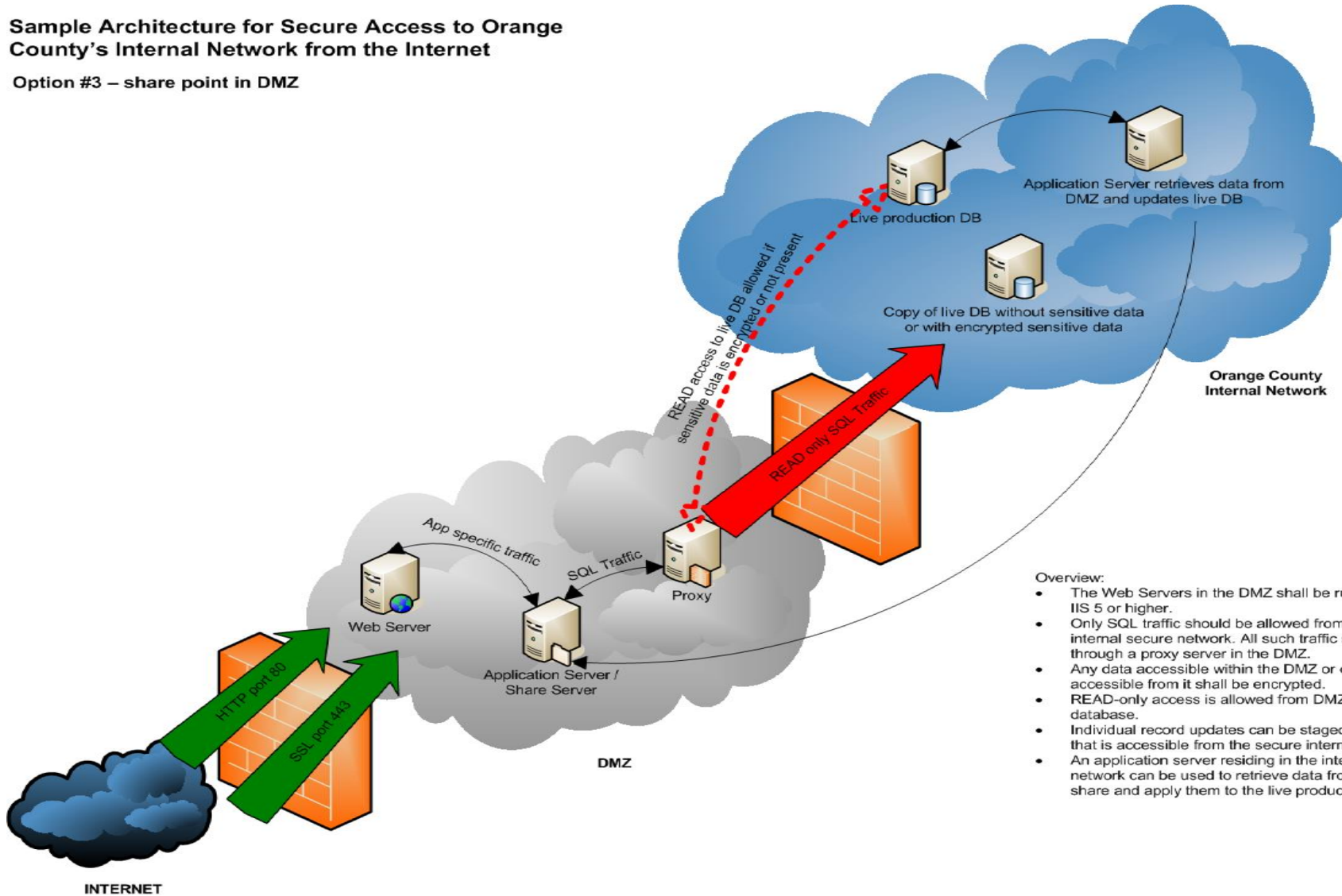
#### Overview:

- 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.

## Exhibit H4

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

Option #3 – share point in DMZ



**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**

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

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.



### ***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.

# Orange County Florida Technology Standards Systems Hosted by Orange County

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EXHIBIT I

- ◆ 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.

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

## Web Servers

### Web and Database Placement

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

### Anonymous Accounts

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

### Process/Application Accounts

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

## DMZ

### Web Server Platforms

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

### Services and Protocols

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

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

### Encrypted Data

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

### Data Access

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

## Antivirus

### Virus scanning

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

## Microsoft Security Patches

### Patch installation

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

## Encryption

### Laptops and Removal Devices

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

**WEB SECURITY STANDARD**

**1.0 Purpose**

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

**2.0 Scope**

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

**3.0 Policies**

**3.1 Activity**

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

**3.2 Hardware**

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

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

**3.3 Software**

**3.3.1 Web Server Platforms**

**3.3.1.1 Microsoft**

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

**3.3.1.2 Apache Software Foundation**

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

**3.3.1.3 Other**

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

**3.3.2 Databases**

**3.3.2.1 Location**

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

**3.4 Security**

**3.4.1 General**

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

**3.4.2 Account Management**

**3.4.2.1 Local Account Access**

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

**3.4.2.2 Process/Application Accounts**

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

**3.4.2.3 Web Server Anonymous Accounts**

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

**3.4.3 Permissions**

**3.4.3.1 Operating System Permissions**

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

**3.4.3.2 Vendor/Third Party Access**

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

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

#### **3.4.3.3 Developer Access**

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

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

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

#### **3.4.5 FTP**

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

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

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

#### **3.4.7 Other**

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

### **4.0 Guidelines**

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

### **5.0 Enforcement**

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

### **6.0 Definitions**

| <b>Term</b>                  | <b>Definition</b>   |
|------------------------------|---|
| <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>WebDav</b>                | Web-based Distributed Authoring and Versioning – Extensions to HTTP that allows users to collaboratively edit and manage files on remote Web servers.   |
| <b>Front Page Extensions</b> | A series of scripts that can be employed using Microsoft FrontPage, a visual HTML editor.   |
| <b>SMTP</b>                  | Simple Mail Transfer Protocol – A protocol for sending e-mail messages between servers. In addition, SMTP is generally used to send messages from a mail client to a mail server.   |

**ENTERPRISE SECURITY STANDARDS, POLICIES, AND GUIDELINES*****SENSITIVE DATA AND ENCRYPTION STANDARD*****7.0 Purpose**

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

**8.0 Scope**

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

**9.0 Policies****9.1 Activity**

- 9.1.1** Any and all activity within and through the OCGBC 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 OCGBC 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 OCGBC 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 OCGBC 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. |

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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.  |

**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**

| <b>Term</b>  | <b>Definition</b>   |
|--------------|---|
| <b>Virus</b> | 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. |

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.

**Prohibited Products**

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

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



**EXHIBIT J  
REPORTS  
Report Master List and Sample Reports**

|   |
|---|
| <b>IVR, WEB, Fax, Outdial:</b>                        |
| Call Detail Report                                    |
| Call Summary Report                                   |
| Fax Detail  |
| Fax Summary   |
| Fax Usage   |
| Multiple Call Report                                  |
| Outdial Detail Report                                 |
| Outdial Summary Report                                |
| Outdial Usage Report                                  |
| Port Usage Report                                     |
| Web Detail Report                                     |
| Web Summary Report                                    |
| Web Usage Report                                      |
| Survey Details Report                                 |
| Survey Summary Report                                 |
| <b>Payment Gateway:</b>                               |
| Audit Summary Report                                  |
| Billing Report  |
| Duplicate Payment Report                              |
| E-checks Returns Report                               |
| Payment Response Time Summary Report                  |
| Payment Type Summary Report                           |
| Transaction Detail Report – AutoPay declined payments |
| Transaction Summary Report – Credit Cards             |
| Transaction Summary Report – E-checks                 |
| User Listing Report                                   |

**Exhibit J  
SAMPLE REPORTS**

**Orange County Utilities**

**Call Details Report**

8/15/2014 12:00:00 AM to 8/15/2014 11:59:59 PM

Date Printed: Tuesday, August 19, 2014 7:59 AM

| <u>Interaction Start Time</u> | <u>Process ID</u> | <u>Duration</u> | <u>Interaction Event(s)</u>  | <u>Detail</u>  |
|-------------------------------|-------------------|-----------------|--|--|
| 8/15/2014 12:02:59 AM         | OWPCIS04: OCU_164 | 68              | English Touchtone<br>Account Information<br>Bad ANI<br>Lookup by Account<br>Enter Account Successful<br>Account Not Found For Ac<br>Hangup   | 5136182517<br><br><br><br><br>9999999999   |
| 8/15/2014 12:11:41 AM         | OWPCIS05: OCU_251 | 260             | English Touchtone<br>Account Information<br>Single Acnt For ANI<br>Single Acnt Found<br>Account Information Played<br>Payment<br>CC Payment<br>Enter Amount Successful<br>CC Payment Authorized<br>Enter CC Successful<br>Enter CC Exp Successful<br>Enter CC Zip Successful<br>Payment Amount<br>Payment Account<br>CC Payment Approved<br>Hangup | 4072358093<br>1284046200<br><br><br><br><br><br><br>7816<br>1015<br>32810<br>67.14<br>1284046200<br>140815361266 |
| 8/15/2014 12:13:17 AM         | OWPCIS05: OCU_264 | 68              | English Touchtone<br>Account Information<br>Bad ANI<br>Lookup by Account<br>Enter Account Successful<br>Account Not Found For Ac<br>Hangup   | 5136182517<br><br><br><br><br>9999999999   |

## Exhibit J

### Orange County Utilities

#### FaxMan

##### Fax Details Report

8/15/2014 12:00:00 AM to 8/15/2014 11:59:59 PM  
Date Printed: Tuesday August 19, 2014 12:11:05 PM

| Fax ID | Date Submitted        | Fax Number  | Status     | Last Result | Attempts | Description                              |
|--------|-----------------------|-------------|------------|-------------|----------|--|
| 1426   | 8/15/2014 10:11:39 AM | 18882474224 | Successful | Complete    | 1        | Billing History<br>Billing History       |
| 1427   | 8/15/2014 10:27:13 AM | 4075780635  | Successful | Complete    | 1        | Bill Summary<br>Bill Summary             |
|        |                       |             |            |             | 2        | Fax Service - Fax Billing History        |
|        |                       |             |            |             | 3        | General Info Option - Location and Hours |
|        |                       |             |            |             | 5        | General Info Option - Payment Options    |
|        |                       |             |            |             | 1        | General Info Option - Phone Numbers      |
|        |                       |             |            |             | 1        | General Info Option - Website            |
|        |                       |             |            |             | 7        | Language - Default English SR            |
|        |                       |             |            |             | 260      | Language - English Speech Recognition    |
|        |                       |             |            |             | 1430     | Language - English Touchtone             |
|        |                       |             |            |             | 44       | Language - Spanish Speech Recognition    |
|        |                       |             |            |             | 130      | Language - Spanish Touchtone             |
|        |                       |             |            |             | 3        | Lookup - Enter Account Failed            |
|        |                       |             |            |             | 512      | Lookup - Enter Account Successful        |
|        |                       |             |            |             | 1        | Lookup - Enter Phone Failed              |
|        |                       |             |            |             | 137      | Lookup - Enter Phone Successful          |

# Orange County Utilities

## Multiple Calls Report

8/15/2014 12:00:00 AM to 8/15/2014 11:59:59 PM

Date Printed: Tuesday, August 19, 2014 1:06 PM

| <u>Call Date</u> | <u>ANI</u> | <u>Call Count</u> |
|------------------|------------|-------------------|
| 08/15/2014       | 14150      | 2                 |
| 08/15/2014       | 14157      | 3                 |
| 08/15/2014       | 14173      | 2                 |
| 08/15/2014       | 14175      | 3                 |
| 08/15/2014       | 14184      | 2                 |
| 08/15/2014       | 14187      | 2                 |
| 08/15/2014       | 14195      | 3                 |
| 08/15/2014       | 2105087737 | 3                 |
| 08/15/2014       | 2534959440 | 2                 |
| 08/15/2014       | 2672264155 | 2                 |
| 08/15/2014       | 3054947562 | 6                 |
| 08/15/2014       | 3174787322 | 2                 |
| 08/15/2014       | 3212299767 | 2                 |
| 08/15/2014       | 3212302607 | 2                 |
| 08/15/2014       | 3212458851 | 2                 |
| 08/15/2014       | 3212461108 | 2                 |
| 08/15/2014       | 3212465663 | 3                 |
| 08/15/2014       | 3212779422 | 2                 |
| 08/15/2014       | 3212871626 | 2                 |
| 08/15/2014       | 3212992685 | 2                 |
| 08/15/2014       | 3213324482 | 2                 |
| 08/15/2014       | 3214189633 | 3                 |
| 08/15/2014       | 3214228575 | 2                 |
| 08/15/2014       | 3214426431 | 2                 |
| 08/15/2014       | 3214607878 | 2                 |
| 08/15/2014       | 3214745078 | 2                 |
| 08/15/2014       | 3215279659 | 2                 |
| 08/15/2014       | 3215589631 | 2                 |
| 08/15/2014       | 3216625366 | 2                 |
| 08/15/2014       | 3216630440 | 2                 |
| 08/15/2014       | 3216638326 | 2                 |
| 08/15/2014       | 3216894659 | 2                 |
| 08/15/2014       | 3218050487 | 3                 |
| 08/15/2014       | 3218903367 | 2                 |
| 08/15/2014       | 3219462115 | 4                 |
| 08/15/2014       | 3219870845 | 2                 |

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# Orange County Utilities

## Multiple Calls Report

8/15/2014 12:00:00 AM to 8/15/2014 11:59:59 PM

Date Printed: Tuesday, August 19, 2014 1:06 PM

| <u>Call Date</u> | <u>ANI</u> | <u>Call Count</u> |
|------------------|------------|-------------------|
| 08/15/2014       | 3522190448 | 2                 |
| 08/15/2014       | 3522874205 | 3                 |
| 08/15/2014       | 3523831115 | 2                 |
| 08/15/2014       | 3524384065 | 3                 |
| 08/15/2014       | 4013486094 | 5                 |
| 08/15/2014       | 4072025043 | 2                 |
| 08/15/2014       | 4072035623 | 2                 |
| 08/15/2014       | 4072038797 | 2                 |
| 08/15/2014       | 4072053947 | 2                 |
| 08/15/2014       | 4072175843 | 2                 |
| 08/15/2014       | 4072182337 | 2                 |
| 08/15/2014       | 4072223538 | 2                 |
| 08/15/2014       | 4072226314 | 2                 |
| 08/15/2014       | 4072274566 | 2                 |
| 08/15/2014       | 4072321514 | 2                 |
| 08/15/2014       | 4072335105 | 3                 |
| 08/15/2014       | 4072340118 | 2                 |
| 08/15/2014       | 4072471042 | 2                 |
| 08/15/2014       | 4072492081 | 2                 |
| 08/15/2014       | 4072493311 | 2                 |
| 08/15/2014       | 4072498135 | 2                 |
| 08/15/2014       | 4072523777 | 2                 |
| 08/15/2014       | 4072553167 | 2                 |
| 08/15/2014       | 4072565205 | 2                 |
| 08/15/2014       | 4072711728 | 2                 |
| 08/15/2014       | 4072719259 | 2                 |
| 08/15/2014       | 4072728392 | 2                 |
| 08/15/2014       | 4072733695 | 2                 |
| 08/15/2014       | 4072739439 | 7                 |
| 08/15/2014       | 4072743235 | 2                 |
| 08/15/2014       | 4072750119 | 2                 |
| 08/15/2014       | 4072758822 | 2                 |
| 08/15/2014       | 4072761527 | 2                 |
| 08/15/2014       | 4072761542 | 2                 |
| 08/15/2014       | 4072767826 | 2                 |
| 08/15/2014       | 4072820654 | 2                 |
| 08/15/2014       | 4072833923 | 3                 |

# Orange County Utilities

## Multiple Calls Report

8/15/2014 12:00:00 AM to 8/15/2014 11:59:59 PM

Date Printed: Tuesday, August 19, 2014 1:06 PM

| <u>Call Date</u> | <u>ANI</u> | <u>Call Count</u> |
|------------------|------------|-------------------|
| 08/15/2014       | 8326606133 | 2                 |
| 08/15/2014       | 9172148898 | 2                 |
| 08/15/2014       | 9175866877 | 3                 |
| 08/15/2014       | 9179305702 | 2                 |
| 08/15/2014       | 9192822116 | 2                 |
| 08/15/2014       | 9417732531 | 2                 |
| 08/15/2014       | 9542745060 | 2                 |
| 08/15/2014       | 9544806529 | 2                 |
| 08/15/2014       | 9545915591 | 2                 |

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|  |            |
|--|------------|
| <b>Total Repeat Callers for 08/15/2014</b>                       | <b>267</b> |
| <b>Total Repeat Callers without AccessNet Monitor</b>            | <b>266</b> |
| <b>Total Calls From Repeat Callers</b>                           | <b>760</b> |
| <b>Total Calls from Repeat Callers without AccessNet Monitor</b> | <b>621</b> |

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|  |            |
|--|------------|
| <b>Total Repeat Callers</b>                                      | <b>267</b> |
| <b>Total Repeat Callers without AccessNet Monitor</b>            | <b>266</b> |
| <b>Total Calls From Repeat Callers</b>                           | <b>760</b> |
| <b>Total Calls from Repeat Callers without AccessNet Monitor</b> | <b>621</b> |

# Orange County Utilities

## Outdial Details Report

8/15/2014 12:00:00 AM to 8/15/2014 11:59:59 PM

Date Printed: Tuesday, August 19, 2014 12:23 PM

| <u>Camp ID</u> | <u>Phone</u> | <u>Call ID</u> | <u>Call Date</u>      | <u>Message Type</u>    | <u>Duration</u> | <u>Port</u> | <u>Call Result</u>                              |
|----------------|--------------|----------------|-----------------------|------------------------|-----------------|-------------|---|
| 14226          | 4074559565   | 2443877        | 8/15/2014 9:19:53 AM  | Delinquent Less Severe | 34              | 181         | Live Person - Message Did Not Complete          |
|                |              | 2444634        | 8/15/2014 9:43:04 AM  | Delinquent Less Severe | 40              | 172         | Live Person - Message Did Not Complete          |
|                |              | 2445133        | 8/15/2014 10:03:06 AM | Delinquent Less Severe | 52              | 193         | Live Person - Message Did Not Complete          |
| 14226          | 8054908901   | 2443910        | 8/15/2014 9:19:55 AM  | Delinquent Less Severe | 95              | 174         | Answering Machine - Message Did Not Complete    |
|                |              | 2444676        | 8/15/2014 9:43:08 AM  | Delinquent Less Severe | 93              | 1C1         | Answering Machine - Message Did Not Complete    |
|                |              | 2445166        | 8/15/2014 10:03:11 AM | Delinquent Less Severe | 94              | 2B4         | Answering Machine - Message Did Not Complete    |
| 14226          | 4072421061   | 2443896        | 8/15/2014 9:19:56 AM  | Delinquent Less Severe | 69              | 2A2         | Answering Machine - Message Did Not Complete    |
|                |              | 2444655        | 8/15/2014 9:43:09 AM  | Delinquent Less Severe | 68              | 284         | Answering Machine - Message Did Not Complete    |
|                |              | 2445149        | 8/15/2014 10:03:12 AM | Delinquent Less Severe | 69              | 2C2         | Answering Machine - Message Did Not Complete    |
| 14226          | 4079231458   | 2443952        | 8/15/2014 9:20:00 AM  | Delinquent Less Severe | 175             | 292         | Answering Machine - Message Successfully Played |
| 14226          | 3212175843   | 2443890        | 8/15/2014 9:19:59 AM  | Delinquent Less Severe | 53              | 183         | Live Person - Message Did Not Complete          |
| 14226          | 4404616517   | 2443924        | 8/15/2014 9:20:03 AM  | Delinquent Less Severe | 115             | 2A4         | Live Person - Message Successfully Played       |
| 14226          | 3214603528   | 2443880        | 8/15/2014 9:20:05 AM  | Delinquent Less Severe | 33              | 182         | Live Person - Message Did Not Complete          |
|                |              | 2444630        | 8/15/2014 9:43:13 AM  | Delinquent Less Severe | 28              | 2C3         | Live Person - Message Did Not Complete          |

# Orange County Utilities

## Outdial Summary Report

8/15/2014 12:00:00 AM to 8/15/2014 11:59:59 PM

Date Printed: Tuesday, August 19, 2014 12:15 PM

### Outdial Summary Totals

|   |                                      |
|---|--------------------------------------|
| Live Person - Message Successfully Played       | 189                                  |
| Answering Machine - Message Successfully Played | 412                                  |
| <b>Total Successful Calls</b>                   | <b>601</b>                           |
| <br>  |                                      |
| No Answer                                       | 123                                  |
| Busy Signal                                     | 49                                   |
| Fax Machine                                     | 3                                    |
| Operator Intercept                              | 148                                  |
| No Ringback                                     | 7                                    |
| Live Person - Message Did Not Complete          | 281                                  |
| Answering Machine - Message Did Not Complete    | 792                                  |
| <b>Total Unsuccessful Calls</b>                 | <b>1403</b>                          |
| <b>Total Calls</b>                              | <b>2004</b>                          |
| <b>Total Duration</b>                           | <b>47 Hours 3 Minutes 18 Seconds</b> |

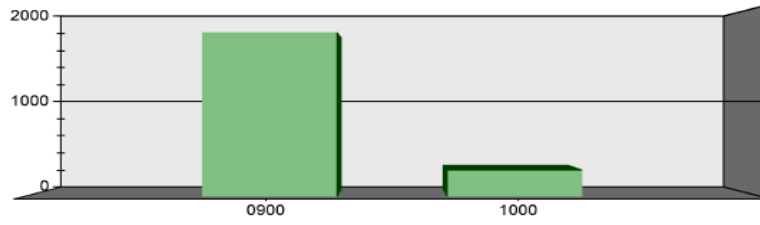
| Campaign Type          | Total | Successful | Unsuccessful |
|------------------------|-------|------------|--------------|
| Delinquent Less Severe | 1908  | 572        | 1336         |
| Delinquent More Severe | 96    | 29         | 67           |



# Orange County Utilities

## Outdial Usage Report

8/15/2014 12:00:00 AM to 8/15/2014 11:59:59 PM  
 Date Printed: Tuesday, August 19, 2014 12:18 PM



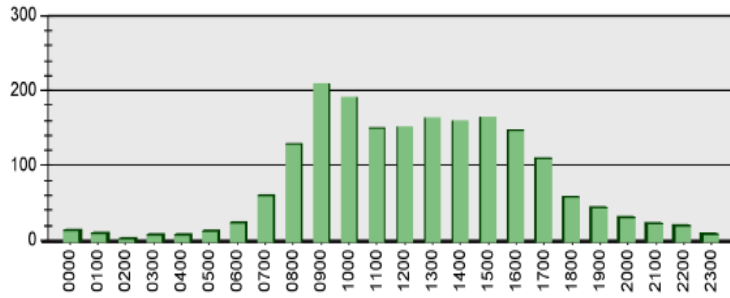
|     | 0900 | 1000 | Total |
|-----|------|------|-------|
|     | 265  | 65   | 330   |
| 171 | 25   | 3    | 28    |
| 172 | 34   | 6    | 40    |
| 173 | 27   | 6    | 33    |
| 174 | 29   | 5    | 34    |
| 181 | 27   | 5    | 32    |
| 182 | 35   | 1    | 36    |
| 183 | 35   | 5    | 40    |
| 184 | 31   | 6    | 37    |
| 191 | 32   | 7    | 39    |
| 192 | 29   | 2    | 31    |
| 193 | 33   | 3    | 36    |
| 194 | 29   | 5    | 34    |
| 1A1 | 33   | 4    | 37    |
| 1A2 | 33   | 6    | 39    |
| 1A3 | 29   | 6    | 35    |
| 1A4 | 31   | 2    | 33    |

# Orange County Utilities

## Port Usage Report

8/15/2014 12:00:00 AM to 8/15/2014 11:59:59 PM

Date Printed: Tuesday, August 19, 2014 8:15 AM



|         | 0000 | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 |
|---------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| OCU_111 | 0    | 1    | 0    | 0    | 0    | 0    | 1    | 1    | 3    | 4    | 5    | 3    | 4    | 3    | 4    | 3    | 3    | 3    | 1    | 1    | 0    | 1    | 0    |
| OCU_112 | 0    | 0    | 0    | 0    | 0    | 0    | 1    | 1    | 3    | 4    | 3    | 4    | 2    | 4    | 3    | 4    | 3    | 2    | 1    | 1    | 1    | 0    | 1    |
| OCU_113 | 0    | 0    | 0    | 0    | 0    | 0    | 1    | 1    | 3    | 4    | 4    | 4    | 2    | 4    | 3    | 4    | 3    | 2    | 1    | 1    | 1    | 0    | 0    |
| OCU_114 | 0    | 0    | 0    | 0    | 0    | 0    | 1    | 1    | 3    | 5    | 4    | 3    | 3    | 4    | 4    | 3    | 3    | 2    | 2    | 1    | 0    | 1    | 0    |
| OCU_121 | 0    | 0    | 0    | 0    | 0    | 0    | 1    | 1    | 3    | 4    | 4    | 3    | 3    | 4    | 3    | 4    | 3    | 3    | 1    | 1    | 0    | 1    | 0    |
| OCU_122 | 0    | 0    | 0    | 0    | 0    | 0    | 1    | 1    | 3    | 4    | 4    | 3    | 4    | 3    | 4    | 3    | 3    | 2    | 2    | 1    | 0    | 1    | 0    |
| OCU_123 | 1    | 0    | 0    | 0    | 0    | 0    | 1    | 1    | 3    | 4    | 4    | 4    | 3    | 4    | 3    | 4    | 3    | 3    | 1    | 1    | 0    | 1    | 0    |
| OCU_124 | 0    | 1    | 0    | 0    | 0    | 0    | 1    | 1    | 3    | 4    | 4    | 3    | 3    | 3    | 3    | 4    | 3    | 2    | 1    | 1    | 1    | 0    | 1    |
| OCU_131 | 0    | 0    | 0    | 0    | 0    | 0    | 1    | 1    | 3    | 5    | 4    | 3    | 3    | 3    | 3    | 3    | 4    | 2    | 1    | 1    | 0    | 1    | 0    |
| OCU_132 | 0    | 0    | 0    | 0    | 0    | 0    | 1    | 1    | 3    | 4    | 4    | 3    | 3    | 3    | 4    | 4    | 3    | 2    | 1    | 1    | 1    | 0    | 0    |
| OCU_133 | 0    | 0    | 1    | 0    | 0    | 0    | 1    | 1    | 3    | 4    | 4    | 4    | 3    | 3    | 3    | 4    | 3    | 2    | 2    | 0    | 1    | 1    | 0    |
| OCU_134 | 0    | 1    | 0    | 0    | 0    | 0    | 1    | 1    | 3    | 5    | 4    | 3    | 3    | 4    | 3    | 3    | 3    | 3    | 1    | 1    | 0    | 0    | 1    |
| OCU_141 | 0    | 0    | 1    | 0    | 0    | 0    | 1    | 1    | 3    | 4    | 4    | 3    | 4    | 3    | 3    | 3    | 3    | 2    | 1    | 1    | 1    | 0    | 1    |
| OCU_142 | 0    | 0    | 0    | 0    | 0    | 0    | 1    | 1    | 3    | 4    | 4    | 3    | 3    | 4    | 3    | 4    | 3    | 2    | 1    | 1    | 1    | 0    | 0    |
| OCU_143 | 1    | 0    | 0    | 0    | 0    | 0    | 1    | 1    | 2    | 5    | 4    | 3    | 4    | 3    | 4    | 3    | 4    | 2    | 1    | 1    | 1    | 0    | 1    |
| OCU_144 | 0    | 0    | 0    | 0    | 0    | 0    | 1    | 1    | 2    | 5    | 4    | 3    | 3    | 4    | 3    | 4    | 3    | 3    | 1    | 1    | 0    | 1    | 0    |
| OCU_151 | 0    | 0    | 0    | 0    | 0    | 0    | 1    | 1    | 3    | 4    | 4    | 4    | 3    | 3    | 4    | 4    | 3    | 2    | 1    | 1    | 1    | 0    | 1    |

|       | 0900 | 1000 | Total |
|-------|------|------|-------|
| 1B1   | 32   | 3    | 35    |
| 1B2   | 31   | 7    | 38    |
| 1B3   | 28   | 4    | 32    |
| 1B4   | 27   | 4    | 31    |
| 1C1   | 30   | 1    | 31    |
| 1C2   | 32   | 5    | 37    |
| 1C3   | 28   | 6    | 34    |
| 1C4   | 29   | 5    | 34    |
| 271   | 28   | 5    | 33    |
| 272   | 31   | 5    | 36    |
| 273   | 28   | 5    | 33    |
| 274   | 33   | 6    | 39    |
| 281   | 26   | 5    | 31    |
| 282   | 34   | 4    | 38    |
| 283   | 33   | 3    | 36    |
| 284   | 30   | 3    | 33    |
| 291   | 32   | 4    | 36    |
| 292   | 30   | 1    | 31    |
| 293   | 33   | 8    | 41    |
| 294   | 31   | 2    | 33    |
| 2A1   | 30   | 6    | 36    |
| 2A2   | 29   | 7    | 36    |
| 2A3   | 34   | 4    | 38    |
| 2A4   | 31   | 4    | 35    |
| 2B1   | 29   | 5    | 34    |
| 2B2   | 33   | 5    | 38    |
| 2B3   | 27   | 5    | 32    |
| 2B4   | 33   | 2    | 35    |
| 2C1   | 25   | 3    | 28    |
| 2C2   | 29   | 6    | 35    |
| 2C3   | 31   | 3    | 34    |
| 2C4   | 34   | 3    | 37    |
| Total | 1728 | 276  | 2004  |

|         | 0000 | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 |
|---------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| OCU_152 | 0    | 0    | 0    | 0    | 0    | 0    | 1    | 1    | 2    | 5    | 4    | 3    | 3    | 3    | 4    | 4    | 2    | 3    | 1    | 1    | 0    | 1    | 0    |
| OCU_153 | 0    | 0    | 0    | 0    | 0    | 0    | 1    | 1    | 2    | 4    | 5    | 3    | 3    | 3    | 4    | 3    | 3    | 2    | 2    | 0    | 1    | 1    | 0    |
| OCU_154 | 1    | 0    | 0    | 0    | 0    | 0    | 0    | 2    | 3    | 4    | 4    | 3    | 3    | 3    | 3    | 3    | 3    | 2    | 1    | 1    | 1    | 0    | 1    |
| OCU_161 | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 2    | 3    | 4    | 4    | 3    | 3    | 4    | 4    | 3    | 3    | 2    | 1    | 1    | 1    | 0    | 1    |
| OCU_162 | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 2    | 2    | 5    | 4    | 3    | 4    | 3    | 3    | 4    | 3    | 2    | 1    | 1    | 1    | 0    | 1    |
| OCU_163 | 0    | 0    | 1    | 0    | 0    | 0    | 0    | 2    | 2    | 5    | 4    | 3    | 3    | 4    | 3    | 3    | 4    | 2    | 1    | 1    | 0    | 1    | 0    |
| OCU_164 | 3    | 2    | 0    | 2    | 2    | 2    | 2    | 2    | 2    | 3    | 2    | 2    | 1    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    |
| OCU_211 | 0    | 0    | 1    | 0    | 0    | 0    | 0    | 2    | 2    | 5    | 4    | 3    | 3    | 4    | 3    | 4    | 3    | 2    | 1    | 1    | 1    | 0    | 1    |
| OCU_212 | 0    | 0    | 0    | 1    | 0    | 0    | 0    | 2    | 2    | 5    | 3    | 4    | 3    | 3    | 4    | 3    | 3    | 2    | 1    | 1    | 1    | 0    | 1    |
| OCU_213 | 0    | 1    | 0    | 1    | 0    | 0    | 0    | 2    | 2    | 5    | 3    | 3    | 4    | 3    | 3    | 4    | 3    | 2    | 2    | 1    | 0    | 1    | 0    |
| OCU_214 | 0    | 1    | 0    | 1    | 0    | 0    | 0    | 2    | 2    | 4    | 4    | 3    | 3    | 4    | 4    | 4    | 3    | 2    | 1    | 1    | 1    | 0    | 0    |
| OCU_221 | 1    | 0    | 0    | 1    | 0    | 0    | 0    | 2    | 2    | 4    | 4    | 3    | 3    | 4    | 3    | 3    | 3    | 2    | 2    | 0    | 1    | 0    | 1    |
| OCU_222 | 0    | 0    | 0    | 1    | 0    | 0    | 0    | 2    | 2    | 4    | 4    | 4    | 3    | 3    | 4    | 3    | 3    | 3    | 1    | 1    | 1    | 0    | 0    |
| OCU_223 | 0    | 0    | 0    | 0    | 1    | 0    | 0    | 2    | 2    | 4    | 5    | 3    | 3    | 4    | 3    | 4    | 4    | 2    | 1    | 1    | 1    | 0    | 1    |
| OCU_224 | 1    | 0    | 0    | 0    | 1    | 0    | 0    | 1    | 3    | 5    | 4    | 3    | 4    | 3    | 4    | 4    | 3    | 2    | 1    | 1    | 1    | 0    | 1    |
| OCU_231 | 0    | 0    | 0    | 0    | 1    | 0    | 0    | 1    | 3    | 4    | 5    | 3    | 3    | 4    | 3    | 3    | 4    | 2    | 1    | 1    | 0    | 1    | 0    |
| OCU_232 | 0    | 0    | 0    | 0    | 1    | 0    | 0    | 1    | 3    | 5    | 4    | 4    | 3    | 4    | 3    | 3    | 3    | 2    | 1    | 1    | 1    | 0    | 0    |
| OCU_233 | 1    | 0    | 0    | 0    | 1    | 0    | 0    | 1    | 3    | 5    | 4    | 3    | 3    | 4    | 3    | 3    | 3    | 1    | 1    | 0    | 1    | 0    | 1    |
| OCU_234 | 0    | 0    | 0    | 0    | 0    | 1    | 0    | 1    | 3    | 5    | 4    | 3    | 3    | 4    | 3    | 4    | 3    | 2    | 2    | 0    | 1    | 0    | 1    |
| OCU_241 | 0    | 1    | 0    | 0    | 0    | 1    | 0    | 1    | 3    | 5    | 3    | 4    | 3    | 3    | 4    | 3    | 3    | 3    | 1    | 1    | 1    | 0    | 0    |
| OCU_242 | 0    | 1    | 0    | 0    | 0    | 1    | 0    | 1    | 3    | 5    | 4    | 2    | 4    | 3    | 3    | 4    | 3    | 2    | 1    | 1    | 1    | 0    | 0    |
| OCU_243 | 0    | 0    | 0    | 0    | 0    | 1    | 0    | 1    | 3    | 4    | 5    | 3    | 3    | 3    | 4    | 3    | 3    | 3    | 1    | 1    | 0    | 1    | 0    |
| OCU_244 | 0    | 0    | 0    | 0    | 0    | 1    | 0    | 1    | 3    | 4    | 4    | 3    | 4    | 3    | 3    | 4    | 3    | 2    | 1    | 1    | 1    | 0    | 1    |
| OCU_251 | 1    | 0    | 0    | 0    | 0    | 1    | 0    | 1    | 3    | 4    | 5    | 3    | 3    | 4    | 3    | 3    | 3    | 3    | 1    | 1    | 0    | 1    | 0    |
| OCU_252 | 0    | 0    | 0    | 0    | 0    | 1    | 0    | 1    | 3    | 5    | 4    | 3    | 4    | 3    | 3    | 4    | 3    | 3    | 1    | 1    | 0    | 1    | 0    |
| OCU_253 | 1    | 0    | 0    | 0    | 0    | 1    | 0    | 1    | 3    | 4    | 4    | 3    | 3    | 4    | 3    | 3    | 4    | 2    | 2    | 1    | 0    | 1    | 0    |
| OCU_254 | 0    | 0    | 0    | 0    | 0    | 1    | 0    | 1    | 3    | 4    | 4    | 3    | 4    | 3    | 3    | 4    | 3    | 2    | 1    | 1    | 1    | 0    | 1    |
| OCU_261 | 0    | 0    | 0    | 0    | 0    | 1    | 0    | 1    | 3    | 4    | 4    | 3    | 3    | 3    | 4    | 3    | 3    | 3    | 1    | 1    | 1    | 0    | 0    |
| OCU_262 | 1    | 0    | 0    | 0    | 0    | 0    | 1    | 1    | 3    | 4    | 4    | 3    | 4    | 3    | 4    | 3    | 3    | 2    | 2    | 0    | 1    | 1    | 0    |
| OCU_263 | 1    | 0    | 0    | 0    | 0    | 0    | 1    | 1    | 3    | 5    | 4    | 3    | 3    | 4    | 3    | 3    | 3    | 3    | 1    | 1    | 0    | 1    | 0    |
| OCU_264 | 2    | 2    | 0    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    |
| Total   | 15   | 11   | 4    | 9    | 9    | 14   | 25   | 61   | 129  | 208  | 190  | 150  | 151  | 163  | 159  | 164  | 147  | 110  | 59   | 45   | 32   | 24   | 21   |

|         | 2300 | Total |
|---------|------|-------|
| OCU_152 | 0    | 38    |
| OCU_153 | 0    | 38    |
| OCU_154 | 0    | 38    |
| OCU_161 | 0    | 39    |
| OCU_162 | 0    | 39    |
| OCU_163 | 0    | 39    |
| OCU_164 | 2    | 47    |
| OCU_211 | 0    | 40    |
| OCU_212 | 0    | 39    |
| OCU_213 | 0    | 40    |
| OCU_214 | 1    | 41    |
| OCU_221 | 0    | 39    |
| OCU_222 | 1    | 40    |
| OCU_223 | 0    | 41    |
| OCU_224 | 0    | 42    |
| OCU_231 | 0    | 39    |
| OCU_232 | 1    | 40    |
| OCU_233 | 0    | 40    |
| OCU_234 | 0    | 40    |
| OCU_241 | 1    | 41    |
| OCU_242 | 0    | 39    |
| OCU_243 | 0    | 39    |
| OCU_244 | 0    | 39    |
| OCU_251 | 0    | 40    |
| OCU_252 | 0    | 40    |
| OCU_253 | 0    | 40    |
| OCU_254 | 0    | 39    |
| OCU_261 | 1    | 39    |
| OCU_262 | 0    | 40    |
| OCU_263 | 0    | 40    |
| OCU_264 | 2    | 48    |
| Total   | 10   | 1910  |

# Orange County Utilities

## Web Details Report

8/15/2014 12:00:00 AM to 8/15/2014 11:59:59 PM

Date Printed: Tuesday, August 19, 2014 12:00 PM

| <u>Interaction Start Time</u> | <u>Process ID</u> | <u>Duration</u> | <u>Interaction Event(s)</u>  | <u>Detail</u>  |
|-------------------------------|-------------------|-----------------|--|--|
| 8/15/2014 12:03:18 AM         | OWPCIS08:         | 363             | Log In - Successful<br>Account Number<br>Error Page<br>Log In - Failed<br>Log In - Failed<br>Log In - Failed<br>Log In - Failed<br>Log In - Failed<br>Log In - Failed<br>Log In - Successful<br>Account Number<br>Error Page<br>Error Page<br>Log In - Failed<br>Log In - Failed<br>Log In - Failed<br>Log In - Failed | 1983378195<br><br><br><br><br><br><br><br><br>1983378195 |
| 8/15/2014 12:03:34 AM         | OWPCIS08:         | 2               | Log In - Successful<br>Account Number<br>Account Summary   | 3278656200   |
| 8/15/2014 12:03:38 AM         | OWPCIS08:         | 85              | Log In - Failed<br>Log In - Failed<br>Log In - Failed<br>Log In - Successful<br>Account Number<br>Account Summary<br>Payment History   | 8994764782   |
| 8/15/2014 12:04:44 AM         | OWPCIS08:         | 2               | Log In - Successful<br>Account Number<br>Account Summary   | 0664131025   |

# Orange County Utilities

## Web Summary Report

8/15/2014 12:00:00 AM to 8/15/2014 11:59:59 PM

Date Printed: Tuesday, August 19, 2014 8:23 AM

### Web Summary Totals

|                  |                                 |
|------------------|---------------------------------|
| Total Sessions   | 5848                            |
| Total Duration   | 152 Hours 46 Minutes 21 Seconds |
| Average Duration | 1 Minute 34 Seconds             |

### Event Summary Totals

|  |      |
|--|------|
| Meter Readings                               | 95   |
| PayPoint Return Code                         | 17   |
| Account Number                               | 3746 |
| Confirmation Number                          | 1650 |
| CSR  | 286  |
| CSR AutoPay - AutoPay DeEnrollment - Success | 15   |
| CSR AutoPay - AutoPay Enrollment - Success   | 17   |
| CSR AutoPay - AutoPay Ineligible             | 2    |
| CSR AutoPay - AutoPay Module Accessed        | 52   |
| CSR AutoPay - AutoPay Update - Success       | 12   |
| CSR Payment - Payment Failed                 | 3    |
| CSR Payment - Payment Made - Email Sent      | 37   |
| CSR Payment - Payment Module Accessed        | 234  |
| CSR Payment - Payment Successful             | 177  |
| Payments - Enter Bank Acct Successful        | 417  |
| Payments - Enter CC Exp Successful           | 1254 |
| Payments - Enter CC Successful               | 1254 |
| Payments - Enter CC Zip Successful           | 1254 |
| Payments - Enter RTN Successful              | 417  |
| PayPoint - ACH Payment Approved              | 411  |
| PayPoint - CC Payment Approved               | 1045 |
| PayPoint - CC Payment Failed                 | 15   |
| PayPoint - Payment Amount                    | 1671 |
| Web - Account Selection                      | 79   |
| Web - Account Summary                        | 4144 |

# Orange County Utilities

## Web Summary Report

8/15/2014 12:00:00 AM to 8/15/2014 11:59:59 PM

Date Printed: Tuesday, August 19, 2014 8:23 AM

|  |      |
|--|------|
| Web - ACH Payment Approved, Email Sent                 | 9    |
| Web - ACH Processing Not Available                     | 2    |
| Web - Add Account to Profile - Successful              | 1    |
| Web - CC Payment Approved, Email Sent                  | 19   |
| Web - CC Processing Not Available                      | 3    |
| Web - Create Profile - Successful                      | 58   |
| Web - Customer Survey Declined                         | 637  |
| Web - E-Billing Enrolled                               | 6    |
| Web - E-Billing Enrollment - Successful                | 12   |
| Web - E-Billing Not Enrolled                           | 17   |
| Web - E-Billing Pending Enrollment                     | 1    |
| Web - Easy Pay Form                                    | 10   |
| Web - Edit Profile - New Password Required             | 71   |
| Web - Error Page                                       | 181  |
| Web - Forgot Password - Re-enroll Selected             | 3    |
| Web - Forgot Password - Temp PW Emailed                | 69   |
| Web - Forgot User Name - Re-enroll Selected            | 3    |
| Web - Forgot User Name - Successful                    | 14   |
| Web - General Information Accessed                     | 74   |
| Web - Log In - Failed                                  | 1234 |
| Web - Log In - Successful                              | 3554 |
| Web - Log Out  | 660  |
| Web - New Service Request - Successful,<br>Email Sent  | 13   |
| Web - Payment History                                  | 193  |
| Web - Previous Bills                                   | 173  |
| Web - Schedule Water Audit - Successful,<br>Email Sent | 1    |
| Web - Survey Complete                                  | 1    |
| Web - Survey Selection                                 | 22   |
| Web - Terminate Service - Successful, Email<br>Sent    | 13   |
| Web - Update Account Information - Successful          | 8    |
| Web - Update Profile - Failed                          | 8    |

# Orange County Utilities

## Web Summary Report

8/15/2014 12:00:00 AM to 8/15/2014 11:59:59 PM

Date Printed: Tuesday, August 19, 2014 8:23 AM

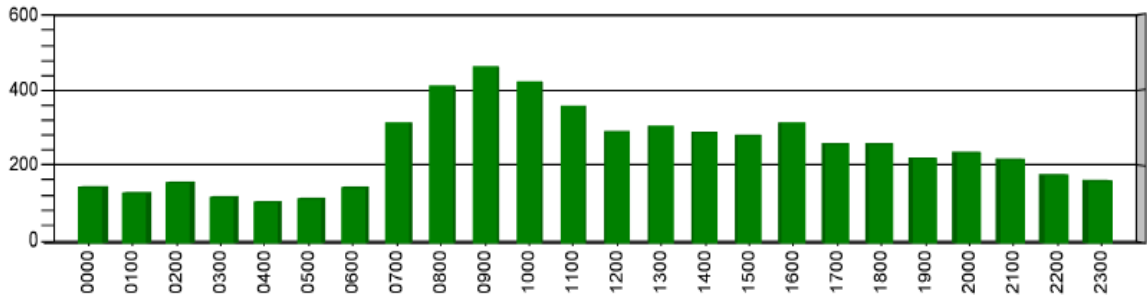
|   |     |
|---|-----|
| Web - Update Profile - Successful           | 79  |
| Web - View Bills                            | 148 |
| Web - Web AutoPay Cancel - Successful       | 1   |
| Web - Web AutoPay DeEnrollment - Successful | 1   |
| Web - Web AutoPay Enrolled                  | 28  |
| Web - Web AutoPay Enrollment - Successful   | 23  |
| Web - Web AutoPay Not Enrolled              | 37  |
| Web - Web AutoPay Pending Update            | 1   |
| Web - Web AutoPay Update - Successful       | 21  |

# Orange County Utilities

## Web Usage Report

8/15/2014 12:00:00 AM to 8/15/2014 11:59:59 PM

Date Printed: Tuesday August 19, 2014 9:53:51 AM





# Orange County Utilities Survey Details Report

8/17/2014 12:00:00 AM to 8/20/2014 11:59:59 PM  
Date Printed: Wednesday, August 27, 2014 4:46 PM

| <u>Account Number</u>  | <u>Survey Date/Time</u> | <u>Survey Category</u> |
|--|-------------------------|------------------------|
| 9088703932   | 8/17/2014 10:44:05 AM   | Web Service            |
| How user friendly is it to navigate the Utilities webpage?   | Excellent               |                        |
| Is the information on your account such as meter readings, consumption, and payment history useful to you? | Excellent               |                        |
| Overall, how would you rate our web service?   | Excellent               |                        |
| Please describe your positive experience or provide comments on how we can improve our web service.        | No Response             |                        |

---


| <u>Account Number</u>  | <u>Survey Date/Time</u>                 | <u>Survey Category</u> |
|--|---|------------------------|
| 3599190543   | 8/17/2014 10:44:12 AM                   | Web Service            |
| How user friendly is it to navigate the Utilities webpage?   | Good                                    |                        |
| Is the information on your account such as meter readings, consumption, and payment history useful to you? | Good                                    |                        |
| Overall, how would you rate our web service?   | Good                                    |                        |
| Please describe your positive experience or provide comments on how we can improve our web service.        | it took a bit of navigating to "Log-In" |                        |

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| <u>Account Number</u>  | <u>Survey Date/Time</u>     | <u>Survey Category</u> |
|--|-----------------------------|------------------------|
| 6114766200   | 8/17/2014 11:35:49 AM       | Web Service            |
| How user friendly is it to navigate the Utilities webpage?   | Excellent                   |                        |
| Is the information on your account such as meter readings, consumption, and payment history useful to you? | Excellent                   |                        |
| Overall, how would you rate our web service?   | Excellent                   |                        |
| Please describe your positive experience or provide comments on how we can improve our web service.        | payment was extremely easy! |                        |

---

| <u>Account Number</u>                                      | <u>Survey Date/Time</u> | <u>Survey Category</u> |
|--|-------------------------|------------------------|
| 3214566200   | 8/17/2014 1:08:56 PM    | Web Service            |
| How user friendly is it to navigate the Utilities webpage? | Good                    |                        |
| Is the information on your account such as                 | Good                    |                        |



# Orange County Utilities

## Survey Details Report

8/17/2014 12:00:00 AM to 8/20/2014 11:59:59 PM

Date Printed: Wednesday, August 27, 2014 4:46 PM

Please describe your positive experience or provide comments on how we can improve our web service.

No Response

---

| <u>Account Number</u>  | <u>Survey Date/Time</u> | <u>Survey Category</u> |
|--|-------------------------|------------------------|
| 1958551661   | 8/20/2014 6:22:03 PM    | Web Service            |
| How user friendly is it to navigate the Utilities webpage?   | Good                    |                        |
| Is the information on your account such as meter readings, consumption, and payment history useful to you? | Good                    |                        |
| Overall, how would you rate our web service?   | Excellent               |                        |
| Please describe your positive experience or provide comments on how we can improve our web service.        | No Response             |                        |

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## Orange County Utilities Survey Summary Report

8/17/2014 12:00:00 AM to 8/20/2014 11:59:59 PM  
Date Printed: Wednesday, August 27, 2014 4:54 PM

### In Person / Over the Phone

### Response Count / Account Number

Please rate the representative that assisted you recently. Was he/she knowledgeable, courteous and professional?

|           |   |
|-----------|---|
| Excellent | 1 |
|-----------|---|

How would you rate the time spent waiting for service?

|           |   |
|-----------|---|
| Excellent | 1 |
|-----------|---|

How satisfied were you with the quality of service you received?

|                |   |
|----------------|---|
| Very satisfied | 1 |
|----------------|---|

Please describe your positive experience or provide comments on how we can improve our service.

|  |            |
|--|------------|
| I spoke with Sharon who was extremely polite, professional and helpful. Thank you so much for helping me in a timely manner. I do hope she receives recognition for a great job! | 0237688675 |
|--|------------|

### Web Service

### Response Count / Account Number

How user friendly is it to navigate the Utilities webpage?

|             |    |
|-------------|----|
| Excellent   | 17 |
| Good        | 7  |
| Poor        | 1  |
| Fair        | 5  |
| No Response | 2  |

Is the information on your account such as meter readings, consumption, and payment history useful to you?

|           |    |
|-----------|----|
| Excellent | 16 |
| Good      | 13 |
| Fair      | 2  |
| Poor      | 1  |

Overall, how would you rate our web service?

|           |    |
|-----------|----|
| Excellent | 19 |
|-----------|----|

## Orange County Utilities Survey Summary Report

8/17/2014 12:00:00 AM to 8/20/2014 11:59:59 PM  
Date Printed: Wednesday, August 27, 2014 4:55 PM

|  |            |
|--|------------|
| Customer service told us last week that they would cancel auto pay for us, but it seems to still be active, based on the payment history showing a payment already made - for next week. | 9917846200 |
|--|------------|

I am trying to use the website to UN enroll auto-pay due to a pending adjustment being made to the bill; but I am unable to cancel that service via your website.

|   |            |
|---|------------|
| there's a need of saving credit information so not to have to enter it everymonth | 2946123944 |
|---|------------|

|  |            |
|--|------------|
| Could not find the section on where to cancel or update my auto pay information! ??? | 1198756200 |
|--|------------|

|          |            |
|----------|------------|
| Horrible | 0390626200 |
|----------|------------|

|                             |            |
|-----------------------------|------------|
| payment was extremely easy! | 6114766200 |
|-----------------------------|------------|

|   |            |
|---|------------|
| it took a bit of navigating to "Log-In" | 3599190543 |
|---|------------|

## Audit Summary Report

Criteria:

Date Range: 8/15/2014 to 8/15/2014 11:59:59 PM  
TimeZone: Eastern Standard Time  
Actions: All  
User ID: Any  
Only E-mail IDs: No

### Site - Orange County Utility District

Agency - Orange County Utility District

*Application - OCU-D-IWR (Currency in USD)*

EPayWebService

Make/Cancel Payment

| <u>Timestamp</u>      | <u>Detail</u>                       | <u>Amount</u> |
|-----------------------|-------------------------------------|---------------|
| 8/15/2014 12:01:17 AM | Make Payment (Conf #14081536126143) | 46.35         |
| 8/15/2014 12:06:25 AM | Make Payment (Conf #14081536126307) | 46.35         |
| 8/15/2014 12:07:59 AM | Make Payment (Conf #14081536126351) | 65.00         |
| 8/15/2014 12:14:01 AM | Make Payment (Conf #14081536126578) | 53.93         |
| 8/15/2014 12:17:43 AM | Make Payment (Conf #14081536126679) | 36.26         |
| 8/15/2014 12:21:48 AM | Make Payment (Conf #14081536126812) | 12.18         |
| 8/15/2014 12:22:08 AM | Make Payment (Conf #14081536126830) | 51.39         |
| 8/15/2014 12:22:21 AM | Make Payment (Conf #14081536126824) | 108.65        |
| 8/15/2014 12:23:23 AM | Make Payment (Conf #14081536126853) | 60.00         |
| 8/15/2014 12:38:29 AM | Make Payment (Conf #14081536127287) | 36.26         |
| 8/15/2014 12:54:46 AM | Make Payment (Conf #14081536127728) | 0.00          |
| 8/15/2014 12:55:45 AM | Make Payment (Conf #14081536127749) | 43.48         |
| 8/15/2014 12:56:21 AM | Make Payment (Conf #14081536127782) | 88.93         |
| 8/15/2014 12:56:39 AM | Make Payment (Conf #14081536127778) | 0.00          |
| 8/15/2014 12:57:43 AM | Make Payment (Conf #14081536127805) | 49.18         |
| 8/15/2014 1:12:52 AM  | Make Payment (Conf #14081536128129) | 113.47        |
| 8/15/2014 1:19:41 AM  | Make Payment (Conf #14081536128264) | 9.59          |
| 8/15/2014 1:27:25 AM  | Make Payment (Conf #14081536128405) | 31.65         |
| 8/15/2014 1:31:08 AM  | Make Payment (Conf #14081536128474) | 0.00          |
| 8/15/2014 1:42:18 AM  | Make Payment (Conf #14081536128657) | 62.41         |
| 8/15/2014 1:46:43 AM  | Make Payment (Conf #14081536128724) | 56.11         |
| 8/15/2014 2:04:21 AM  | Make Payment (Conf #14081536129206) | 61.48         |

8/15/2014 2:05:04 AM Make Payment (Conf #14081536129268) 0.50

Billing Report

Criteria:

Report Date: 8/25/2014 12:24:12 PM

Month: July, 2014

Sites:

Orange County Utility District

Site: Orange County Utility District (441)

| Billing Action                       | eCheck | Credit Card | Debit Card | Third Party | Total | Emails Sent | Consumer Web | Consumer IVR | Bill Presentment | Admin Site Payment |
|--------------------------------------|--------|-------------|------------|-------------|-------|-------------|--------------|--------------|------------------|--------------------|
| Orange County Utility District (487) |        |             |            |             |       |             |              |              |                  |                    |
| OCUD-AUTOPAY CREDIT CARD (754)       |        |             |            |             |       |             |              |              |                  |                    |
| Success                              | 0      | 15460       | 0          | 0           | 15460 | 0           | 0            | 0            | 0                | 0                  |
| Cancelled                            | 0      | 2           | 0          | 0           | 2     | 0           | 0            | 0            | 0                | 2                  |
| Declined                             | 0      | 628         | 0          | 0           | 628   | 0           | 0            | 0            | 0                | 0                  |
| VerificationFailed                   | 0      | 0           | 0          | 0           | 0     | 0           | 0            | 0            | 0                | 0                  |
|                                      | 0      | 16090       | 0          | 0           | 16090 | 0           | 0            | 0            | 0                | 2                  |
| OCUD-CORE (1993)                     |        |             |            |             |       |             |              |              |                  |                    |
| Success                              | 0      | 719         | 0          | 0           | 719   | 0           | 0            | 0            | 0                | 0                  |
| Cancelled                            | 0      | 0           | 0          | 0           | 0     | 0           | 0            | 0            | 0                | 0                  |
| Declined                             | 0      | 17          | 0          | 0           | 17    | 0           | 0            | 0            | 0                | 0                  |
| VerificationFailed                   | 0      | 0           | 0          | 0           | 0     | 0           | 0            | 0            | 0                | 0                  |
|                                      | 0      | 736         | 0          | 0           | 736   | 0           | 0            | 0            | 0                | 0                  |
| OCUD-CSR (753)                       |        |             |            |             |       |             |              |              |                  |                    |
| Success                              | 0      | 3174        | 0          | 0           | 3174  | 0           | 0            | 0            | 0                | 0                  |
| Cancelled                            | 0      | 5           | 0          | 0           | 5     | 0           | 0            | 0            | 0                | 5                  |
| Declined                             | 0      | 208         | 0          | 0           | 208   | 0           | 0            | 0            | 0                | 0                  |
| VerificationFailed                   | 0      | 0           | 0          | 0           | 0     | 0           | 0            | 0            | 0                | 0                  |
|                                      | 0      | 3387        | 0          | 0           | 3387  | 0           | 0            | 0            | 0                | 5                  |
| OCUD-IVR (752)                       |        |             |            |             |       |             |              |              |                  |                    |
| Success                              | 2173   | 10631       | 0          | 0           | 12804 | 0           | 0            | 0            | 0                | 0                  |
| Cancelled                            | 1      | 0           | 0          | 0           | 1     | 0           | 0            | 0            | 0                | 1                  |
| Declined                             | 0      | 208         | 0          | 0           | 208   | 0           | 0            | 0            | 0                | 0                  |
| VerificationFailed                   | 17     | 0           | 0          | 0           | 17    | 0           | 0            | 0            | 0                | 0                  |
|                                      | 2191   | 10839       | 0          | 0           | 13030 | 0           | 0            | 0            | 0                | 1                  |

## Duplicate Payment Report

Criteria:

Report Date: 8/25/2014 12:31:40 PM

Date Range: 8/11/2014 to 8/22/2014 11:59:59 PM  
 TimeZone: Eastern Standard Time  
 (Date range uses payment post date)  
 Site: Orange County Utility District  
 Agency: Orange County Utility District  
 Application(s): All

### Orange County Utility District

Orange County Utility District

OCUD-CSR (753)(Currency in USD)

CreditCard: x9548 (02/16) - 68.53

| <u>Confirmation #</u>          | <u>Timestamp</u>      | <u>Customer Name</u> | <u>Status</u>        |
|--------------------------------|-----------------------|----------------------|----------------------|
| <a href="#">14081235714461</a> | 8/12/2014 12:38:30 PM | ROLDAN,MARITZA       | Declined             |
| <a href="#">14081235714791</a> | 8/12/2014 12:41:04 PM | ROLDAN,MARITZA       | Declined             |
| <b>Total Count: 2</b>          |                       |                      | <b>Total: 137.06</b> |

CreditCard: x1236 (02/15) - 45.15

| <u>Confirmation #</u>          | <u>Timestamp</u>      | <u>Customer Name</u> | <u>Status</u>       |
|--------------------------------|-----------------------|----------------------|---------------------|
| <a href="#">14081335840323</a> | 8/13/2014 10:03:12 AM | GOBERDHAN,ANDREW     | Declined            |
| <a href="#">14081335840460</a> | 8/13/2014 10:04:30 AM | GOBERDHAN,ANDREW     | Declined            |
| <b>Total Count: 2</b>          |                       |                      | <b>Total: 90.30</b> |

CreditCard: x8372 (01/17) - 250.00

| <u>Confirmation #</u>          | <u>Timestamp</u>     | <u>Customer Name</u> | <u>Status</u>        |
|--------------------------------|----------------------|----------------------|----------------------|
| <a href="#">14081335881831</a> | 8/13/2014 2:51:35 PM | SCOTT,RODNEY         | Declined             |
| <a href="#">14081335882215</a> | 8/13/2014 2:52:32 PM | SCOTT,RODNEY         | Declined             |
| <b>Total Count: 2</b>          |                      |                      | <b>Total: 500.00</b> |

CreditCard: x4654 (01/17) - 12.23

| <u>Confirmation #</u>          | <u>Timestamp</u>     | <u>Customer Name</u> | <u>Status</u>       |
|--------------------------------|----------------------|----------------------|---------------------|
| <a href="#">14081335910591</a> | 8/13/2014 5:09:32 PM | LENNEAR,TRINA        | Declined            |
| <a href="#">14081335910680</a> | 8/13/2014 5:10:37 PM | LENNEAR,TRINA        | Declined            |
| <b>Total Count: 2</b>          |                      |                      | <b>Total: 24.46</b> |

CreditCard: x8372 (01/17) - 260.00

| <u>Confirmation #</u>          | <u>Timestamp</u>     | <u>Customer Name</u> | <u>Status</u>        |
|--------------------------------|----------------------|----------------------|----------------------|
| <a href="#">14081335912143</a> | 8/13/2014 5:23:16 PM | SCOTT,RODNEY         | Declined             |
| <a href="#">14081335912219</a> | 8/13/2014 5:23:57 PM | SCOTT,RODNEY         | Declined             |
| <a href="#">14081335912298</a> | 8/13/2014 5:24:40 PM | SCOTT,RODNEY         | Declined             |
| <b>Total Count: 3</b>          |                      |                      | <b>Total: 780.00</b> |

CreditCard: x6177 (02/17) - 454.74

| <u>Confirmation #</u>          | <u>Timestamp</u>     | <u>Customer Name</u> | <u>Status</u> |
|--------------------------------|----------------------|----------------------|---------------|
| <a href="#">14081436044324</a> | 8/14/2014 2:58:04 PM | PENA,ROSA            | Declined      |
| <a href="#">14081436044398</a> | 8/14/2014 2:58:39 PM | PENA,ROSA            | Settled       |



E-Check Returns Details Report

Criteria:

Report Date: 8/25/2014 12:13:04 PM

Date Range: 8/13/2014 to 8/20/2014 11:59:59 PM  
 TimeZone: Eastern Standard Time  
 Standard Entry Class Code: All  
 ACH Return Codes:  
 R01,R02,R03,R04,R05,R06,R07,R08,R09,R10,R11,R12,R13,R14,R15,R16  
 ,R17,R18,R19,R20,R21,R22,R23,R24,R25,R26,R27,R28,R29,R30,R31,R32  
 ,R33,R34,R35,R36,R37,R38,R39,R40,R41,R42,R43,R44,R45,R46,R47,R50  
 ,R51,R52,R53,R61,R62,R63,R64,R65,R66  
 Draft Indicator: All  
 Site: Orange County Utility District  
 Agency: Orange County Utility District  
 Application(s): OCUD-IVR, OCUD-IWR

Orange County Utility District

Orange County Utility District

OCUD-IVR

| SEC Code              | Trans #                | Customer Name    | Account # | Routing # | Channel | ACH/Draft | Return Code/Reason              | Confirmation   | Amount |
|-----------------------|------------------------|------------------|-----------|-----------|---------|-----------|---------------------------------|----------------|--------|
| PPD                   | 201785747              | Rosario,Josefina | 0131      | 063000047 | IVR     | ACH       | R01/INSUFFICIENT FUNDS          | 14081335837375 | 118.74 |
|                       | <u>Ref:</u> 6332317291 |                  |           |           |         |           |                                 |                |        |
| PPD                   | 201788558              | Neil,Candice     | 5648      | 067014822 | IVR     | ACH       | R03/NO ACCOUNT/UNABLE TO LOCATE | 14081335880380 | 78.01  |
|                       | <u>Ref:</u> 2583359933 |                  |           |           |         |           |                                 |                |        |
| PPD                   | 201789570              | Balwant,Richard  | 0803      | 063107513 | IVR     | ACH       | R02/ACCOUNT CLOSED              | 14081335861391 | 404.59 |
|                       | <u>Ref:</u> 2569171881 |                  |           |           |         |           |                                 |                |        |
| PPD                   | 201793424              | Stewart,Ebony    | 0177      | 263079276 | IVR     | ACH       | R03/NO ACCOUNT/UNABLE TO LOCATE | 14081335887872 | 50.71  |
|                       | <u>Ref:</u> 7427688612 |                  |           |           |         |           |                                 |                |        |
| Total Transactions: 4 |                        |                  |           |           |         |           |                                 | Total: 742.05  |        |

OCUD-IWR

| SEC Code | Trans #                | Customer Name        | Account # | Routing # | Channel | ACH/Draft | Return Code/Reason     | Confirmation   | Amount |
|----------|------------------------|----------------------|-----------|-----------|---------|-----------|------------------------|----------------|--------|
| WEB      | 201806548              | St. Charles, Linda   | 6741      | 063104668 | Web     | ACH       | R01/INSUFFICIENT FUNDS | 14081335881088 | 158.31 |
|          | <u>Ref:</u> 5831245755 |                      |           |           |         |           |                        |                |        |
| WEB      | 201830160              | Scapiochio, Victor G | 9286      | 063100277 | Web     | ACH       | R01/INSUFFICIENT FUNDS | 14081335904777 | 106.07 |
|          | <u>Ref:</u> 1235056200 |                      |           |           |         |           |                        |                |        |
| WEB      | 202207703              | Shanad, Joseph       | 4196      | 298076152 | Web     | ACH       | R01/INSUFFICIENT FUNDS | 14081636315478 | 102.26 |
|          | <u>Ref:</u> 4685029403 |                      |           |           |         |           |                        |                |        |



### Payment Response Time Summary

Criteria:

Report Date: 8/25/2014 12:22:17 PM

Date Range: 8/15/2014 to 8/15/2014 11:59:59 PM  
 TimeZone: Eastern Standard Time  
 Site: All  
 Agency: All  
 Application(s): All

#### Orange County Utility District

Orange County Utility District

OCUD-AUTOPAY CREDIT CARD

| <u>Request Type</u> | <u>Average Time (sec)</u> | <u># of Requests</u> |
|---------------------|---------------------------|----------------------|
| Make Payment        | 2.202                     | 1066                 |
|                     | 2.202                     | 1066                 |

OCUD-CORE

| <u>Request Type</u> | <u>Average Time (sec)</u> | <u># of Requests</u> |
|---------------------|---------------------------|----------------------|
| Make Payment        | 1.429                     | 24                   |
|                     | 1.429                     | 24                   |

OCUD-CSR

| <u>Request Type</u> | <u>Average Time (sec)</u> | <u># of Requests</u> |
|---------------------|---------------------------|----------------------|
| Make Payment        | 2.489                     | 180                  |
|                     | 2.489                     | 180                  |

OCUD-IVR

| <u>Request Type</u> | <u>Average Time (sec)</u> | <u># of Requests</u> |
|---------------------|---------------------------|----------------------|
| Make Payment        | 2.223                     | 657                  |
|                     | 2.223                     | 657                  |

OCUD-IWR

| <u>Request Type</u> | <u>Average Time (sec)</u> | <u># of Requests</u> |
|---------------------|---------------------------|----------------------|
| Make Payment        | 1.979                     | 1465                 |
|                     | 1.979                     | 1465                 |

|   |       |      |
|---|-------|------|
| Total for Agency - Orange County Utility District | 2.119 | 3392 |
|---|-------|------|

|   |       |      |
|---|-------|------|
| Total for Site - Orange County Utility District | 2.119 | 3392 |
|---|-------|------|

|                     |       |      |
|---------------------|-------|------|
| Total for All Sites | 2.119 | 3392 |
|---------------------|-------|------|



## Payment Type Summary Report

Criteria:

Report Date: 8/18/2014 9:16:40 AM

Date Range: 8/15/2014 to 8/15/2014 11:59:59 PM  
 TimeZone: Central Daylight Time  
 Payment Medium: Credit Card  
 Payment Status: Settled  
 Batch(es): Only Completed  
 Payment Portion: Any  
 Origin: Any  
 Site: Orange County Utility District  
 Agency: Orange County Utility District  
 Application(s): OCUD-CORE

### Orange County Utility District

Agency - Orange County Utility District

Application - OCUD-CORE (Currency in USD)

| <u>Trans Date</u>                                  | <u>Batch</u>                               | <u>Trans Type</u> | <u>Trans Count</u> | <u>Net Amount</u> |
|--|--|-------------------|--------------------|-------------------|
| 08/15/14   | 3424970                                    | Visa              | 21                 | 1,553.32          |
| 08/15/14   | 3424970                                    | AMX               | 1                  | 98.51             |
| 08/15/14   | 3424970                                    | Discover          | 1                  | 8.32              |
| <b>08/15/14 Total</b>                              |  | Visa              | 21                 | 1,553.32          |
|  |  | AMX               | 1                  | 98.51             |
|  |  | Discover          | 1                  | 8.32              |
| <b>OCUD-CORE</b>                                   | <b>(Currency in USD) Application Total</b> |                   |                    |                   |
|  |  | Visa              | 21                 | 1,553.32          |
|  |  | AMX               | 1                  | 98.51             |
|  |  | Discover          | 1                  | 8.32              |
| <b>Orange County Utility District Agency Total</b> |  | Visa              | 21                 | 1,553.32          |
|  |  | AMX               | 1                  | 98.51             |
|  |  | Discover          | 1                  | 8.32              |
| <b>Orange County Utility District Site Total</b>   |  | Visa              | 21                 | 1,553.32          |
|  |  | AMX               | 1                  | 98.51             |
|  |  | Discover          | 1                  | 8.32              |

Transaction Detail Report

Criteria:

Report Date: 8/15/2014 9:03:41 AM

Date Range: 8/15/2014 to 8/15/2014 11:59:59 PM  
 TimeZone: Central Daylight Time  
 Payment Medium: Credit Card  
 Payment Status: Declined  
 Batch(es): All  
 Payment Portion: Any  
 Recurring: No  
 User ID:  
 Origin: Any  
 Site: Orange County Utility District  
 Agency: Orange County Utility District  
 Application(s): OCUD-AUTOPAY CREDIT CARD

Orange County Utility District

Orange County Utility District

OCUD-AUTOPAY CREDIT CARD (Currency in USD)

| <u>Batch #</u> | <u>Trans #</u> | <u>Customer Name</u>       | <u>Account #</u> | <u>Routing #</u> | <u>Input Type</u> | <u>Account Type</u> | <u>Status</u> | <u>Confirmation</u> | <u>Tax Amount</u> | <u>Net Amount</u> |
|----------------|----------------|----------------------------|------------------|------------------|-------------------|---------------------|---------------|---------------------|-------------------|-------------------|
|                | 202039964      | Cruz, Hector               | 2887             |                  | Recurring         | VISA                | Declined      | 14081536133037      | 0.00              | 36.26             |
| <u>Ref.</u>    | 9392937577     |                            |                  |                  |                   |                     |               |                     |                   |                   |
|                | 202039971      | SHARIF,ATIQ                | 5695             |                  | Recurring         | VISA                | Declined      | 14081536133044      | 0.00              | 56.43             |
| <u>Ref.</u>    | 9475352177     |                            |                  |                  |                   |                     |               |                     |                   |                   |
|                | 202040102      | Lehrman, Mary              | 5089             |                  | Recurring         | VISA                | Declined      | 14081536133175      | 0.00              | 39.52             |
| <u>Ref.</u>    | 9637977284     |                            |                  |                  |                   |                     |               |                     |                   |                   |
|                | 202040137      | COPENING,SUSAN J           | 7791             |                  | Recurring         | MC                  | Declined      | 14081536133210      | 0.00              | 33.19             |
| <u>Ref.</u>    | 1500056200     |                            |                  |                  |                   |                     |               |                     |                   |                   |
|                | 202040178      | VELEZ,DORA                 | 8694             |                  | Recurring         | VISA                | Declined      | 14081536133253      | 0.00              | 51.39             |
| <u>Ref.</u>    | 6317336200     |                            |                  |                  |                   |                     |               |                     |                   |                   |
|                | 202040203      | Mehta, Pranav P            | 7379             |                  | Recurring         | MC                  | Declined      | 14081536133277      | 0.00              | 61.48             |
| <u>Ref.</u>    | 6410189200     |                            |                  |                  |                   |                     |               |                     |                   |                   |
|                | 202040237      | HERRERA,MARLENE            | 2558             |                  | Recurring         | VISA                | Declined      | 14081536133311      | 0.00              | 13.75             |
| <u>Ref.</u>    | 9935478162     |                            |                  |                  |                   |                     |               |                     |                   |                   |
|                | 202040319      | VENEGAS<br>GAMBOA,SILVIA E | 7882             |                  | Recurring         | MC                  | Declined      | 14081536133393      | 0.00              | 26.41             |
| <u>Ref.</u>    | 6599598741     |                            |                  |                  |                   |                     |               |                     |                   |                   |



## Transaction Summary Report

Criteria:

Report Date: 8/25/2014 11:50:50 AM

Date Range: 8/15/2014 to 8/15/2014 11:59:59 PM  
 TimeZone: Eastern Standard Time  
 Payment Medium: Credit Card  
 Payment Status: Settled  
 Batch(es): Only Completed  
 Payment Portion: Any  
 Origin: Any  
 Site: Orange County Utility District  
 Agency: Orange County Utility District  
 Application(s): All

### Orange County Utility District

Orange County Utility District

| OCUD-AUTOPAY CREDIT CARD                                 | (Currency in USD) |                    |                    |
|--|-------------------|--------------------|--------------------|
|  | <u>Batch</u>      | <u>Trans Count</u> | <u>Net Amount</u>  |
|  | 3425314           | 1034               | 53,776.68          |
|  |                   | -----<br>1034      | -----<br>53,776.68 |
| <hr/>  |                   |                    |                    |
| OCUD-CORE  | (Currency in USD) |                    |                    |
|  | <u>Batch</u>      | <u>Trans Count</u> | <u>Net Amount</u>  |
|  | 3424970           | 23                 | 1,660.15           |
|  |                   | -----<br>23        | -----<br>1,660.15  |
| <hr/>  |                   |                    |                    |
| OCUD-CSR   | (Currency in USD) |                    |                    |
|  | <u>Batch</u>      | <u>Trans Count</u> | <u>Net Amount</u>  |
|  | 3425974           | 177                | 18,106.59          |
|  |                   | -----<br>177       | -----<br>18,106.59 |
| <hr/>  |                   |                    |                    |
| OCUD-IVR   | (Currency in USD) |                    |                    |
|  | <u>Batch</u>      | <u>Trans Count</u> | <u>Net Amount</u>  |
|  | 3425787           | 561                | 35,055.29          |
|  |                   | -----<br>561       | -----<br>35,055.29 |
| <hr/>  |                   |                    |                    |
| OCUD-IWR   | (Currency in USD) |                    |                    |
|  | <u>Batch</u>      | <u>Trans Count</u> | <u>Net Amount</u>  |
|  | 3425320           | 1045               | 60,157.30          |
|  |                   | -----<br>1045      | -----<br>60,157.30 |
| <hr/>  |                   |                    |                    |
| <b>Total for Agency - Orange County Utility District</b> |                   | <b>2840</b>        | <b>168,756.01</b>  |
| <b>Total for Site - Orange County Utility District</b>   |                   | <b>2840</b>        | <b>168,756.01</b>  |

## Transaction Summary Report

Criteria:

Report Date: 8/25/2014 11:56:37 AM

Date Range: 8/15/2014 to 8/15/2014 11:59:59 PM  
 TimeZone: Eastern Standard Time  
 Payment Medium: E-Check  
 Payment Status: Settled  
 Batch(es): Only Completed  
 Payment Portion: Any  
 Origin: Any  
 Site: Orange County Utility District  
 Agency: Orange County Utility District  
 Application(s): OCUD-IVR, OCUD-IWR

### Orange County Utility District

**Orange County Utility District**

OCUD-IVR      (Currency in USD)

| <u>Batch</u> | <u>Trans Count</u> | <u>Net Amount</u> |
|--------------|--------------------|-------------------|
| 3425586      | 86                 | 5,218.79          |
|              | 86                 | 5,218.79          |

OCUD-IWR      (Currency in USD)

| <u>Batch</u> | <u>Trans Count</u> | <u>Net Amount</u> |
|--------------|--------------------|-------------------|
| 3426245      | 411                | 25,536.76         |
|              | 411                | 25,536.76         |

|  |            |                  |
|--|------------|------------------|
| <b>Total for Agency - Orange County Utility District</b> | <b>497</b> | <b>30,755.55</b> |
| <b>Total for Site - Orange County Utility District</b>   | <b>497</b> | <b>30,755.55</b> |

## User Listing

Criteria:

Report Date: 8/25/2014 12:42:03 PM

Site: Orange County Utility District  
 Agency: Orange County Utility District  
 Application(s): All  
 Days Dormant: 0  
 Show Detail: Yes

| <u>User ID/Application Access</u>   | <u>User Name</u> | <u>Role</u>             | <u>Last Login</u>     | <u>Status</u> |
|---|------------------|-------------------------|-----------------------|---------------|
| bryan.sanchez@ocfl.net<br>Orange County Utility District<br>Orange County Utility District<br>OCUD-AUTOPAY CREDIT CARD<br>OCUD-CSR<br>OCUD-IVR<br>OCUD-IWR            | Bryan Sanchez    | EPay Administrator Role | 7/12/2012 6:48:41 AM  | Inactive      |
| carmen.ross@ocfl.net<br>Orange County Utility District<br>Orange County Utility District<br>OCUD-AUTOPAY CREDIT CARD<br>OCUD-CORE<br>OCUD-CSR<br>OCUD-IVR<br>OCUD-IWR | Carmen Ross      | EPay Reports Role       | 8/25/2014 11:17:00 AM | Active        |
| evan.parker@ocfl.net<br>Orange County Utility District<br>Orange County Utility District<br>OCUD-AUTOPAY CREDIT CARD<br>OCUD-CSR<br>OCUD-IVR<br>OCUD-IWR              | Evan Parker      | EPay Administrator Role | 7/24/2012 11:13:59 AM | Inactive      |
| hari.venkata@ocfl.net<br>Orange County Utility District<br>Orange County Utility District<br>OCUD-AUTOPAY CREDIT CARD<br>OCUD-CSR<br>OCUD-IVR<br>OCUD-IWR             | Hari Venkata     | EPay Administrator Role | 7/6/2012 12:53:44 PM  | Inactive      |



The **CASH\_FDGS\_PAYMENT\_RESEARCH** report is used to perform research on payment failures such as missing payments that didn't post to CC&B.

**Displays**

PAY\_ID field from the CI\_PAY table  
 ACCT\_ID field from the CI\_PAY table  
 PAY\_AMT field from the CI\_PAY table  
 PAY\_DT, (MM/DD/YYYY) field from the CI\_PAY\_EVENT table  
 TENDER\_TYPE\_CD field from the CI\_PAY\_TNDR table  
 TNDR\_SOURCE\_CD field from the CI\_TNDR\_CTL table

**Prompts (s)**

"To" and "From" date for a payment date range which includes the dates entered in the prompts.

**Criteria**

TNDR\_SOURCE\_CD IN ('IVR','IWR','CSR','AUTOPAY')

**Sample**

| Query:CASH_FDGS_PAYMENT_RESEARCH 6232 |            |                |              |             |               |  |
|---------------------------------------|------------|----------------|--------------|-------------|---------------|--|
| Run Date: 08/21/2014                  |            |                |              |             |               |  |
| Payment_ID                            | Account_ID | Payment_Amount | Payment_Date | Tender_Type | Tender_Source |  |
| 805906010272                          | 8058774648 | \$0.73         | 08/19/2014   | APAM        | AUTOPAY       |  |
| 817767817436                          | 8175683038 | \$0.73         | 08/19/2014   | APAM        | AUTOPAY       |  |
| 309039826991                          | 3099370916 | \$1.25         | 08/19/2014   | APVS        | AUTOPAY       |  |
| 469985752569                          | 4693219515 | \$2.16         | 08/19/2014   | APVS        | AUTOPAY       |  |
| 367383486731                          | 3672820371 | \$2.37         | 08/19/2014   | APVS        | AUTOPAY       |  |
| 376549139099                          | 3761226200 | \$2.82         | 08/19/2014   | APMC        | AUTOPAY       |  |
| 191726258399                          | 1911436887 | \$2.98         | 08/19/2014   | APVS        | AUTOPAY       |  |
| 052625212279                          | 0526426200 | \$3.73         | 08/19/2014   | APCK        | AUTOPAY       |  |
| 085175315309                          | 0852420375 | \$4.31         | 08/19/2014   | APAM        | AUTOPAY       |  |
| 668483147472                          | 6686176200 | \$5.14         | 08/19/2014   | APVS        | AUTOPAY       |  |
| 543266626526                          | 5437336200 | \$5.96         | 08/19/2014   | APCK        | AUTOPAY       |  |
| 875976548959                          | 8750066200 | \$6.68         | 08/19/2014   | APVS        | AUTOPAY       |  |
| 759381523674                          | 7596456200 | \$6.76         | 08/19/2014   | APMC        | AUTOPAY       |  |
| 197626863365                          | 1970046200 | \$7.15         | 08/19/2014   | APCK        | AUTOPAY       |  |
| 046328353340                          | 0462691852 | \$7.17         | 08/19/2014   | APAM        | AUTOPAY       |  |
| 063443286613                          | 0634346200 | \$7.17         | 08/19/2014   | APCK        | AUTOPAY       |  |
| 230643064606                          | 2304868322 | \$7.17         | 08/19/2014   | APCK        | AUTOPAY       |  |
| 342266005100                          | 3420466200 | \$7.17         | 08/19/2014   | APCK        | AUTOPAY       |  |

The **CIS\_EBILLING\_EMAIL\_STATUS\_CHECK** report is used to provide a status of the EMAIL completions by date/time for a single account that is enrolled in the E-Billing program.

**Displays**

ACCT\_ID field from the CM\_EBILL\_EXT table  
 BILL\_DT field from the CM\_EBILL\_EXT table  
 CM\_EXT\_STATUS field from the CM\_EBILL\_EXT table  
 LASTUPDDTTM field from the CM\_EBILL\_EXT table

**Prompt(s)**

Searches for the 10 digit CC&B account number

**Criteria**

None - Full table search based on the account number provided in the prompt

**Sample**

| Query: CIS_EBILLING_EMAIL_STATUS_CHECK Count: 58 |              |            |                         |                     |
|--|--------------|------------|-------------------------|---------------------|
| Run Date: 08/21/2014                             |              |            |                         |                     |
| Acct_ID  | Bill_ID      | Bill Date  | Email_Completion_Status | Last Update         |
| 7403254718                                       | 740325490972 | 2013-01-23 | C                       | 2013-01-24-07.00.22 |
| 7403254718                                       | 740325473162 | 2012-12-20 | C                       | 2012-12-21-07.00.28 |
| 7403254718                                       | 740325456368 | 2012-11-21 | C                       | 2012-11-22-07.00.40 |
| 7403254718                                       | 740325426187 | 2012-10-23 | C                       | 2012-10-24-07.00.21 |
| 7403254718                                       | 740325444236 | 2012-09-24 | C                       | 2012-09-25-07.01.03 |
| 7403254718                                       | 740325464804 | 2012-08-22 | C                       | 2012-08-23-07.00.44 |
| 7403254718                                       | 740325441506 | 2012-07-24 | C                       | 2012-07-25-07.00.29 |
| 7403254718                                       | 740325412822 | 2012-06-21 | C                       | 2012-06-22-07.00.26 |
| 7403254718                                       | 740325480474 | 2012-05-22 | C                       | 2012-05-23-07.00.28 |
| 7403254718                                       | 740325435510 | 2012-04-19 | C                       | 2012-04-20-07.00.28 |
| 7403254718                                       | 740325417631 | 2012-03-22 | C                       | 2012-03-23-07.00.19 |
| 7403254718                                       | 740325471828 | 2012-02-21 | C                       | 2012-02-22-07.00.27 |
| 7403254718                                       | 740325402778 | 2012-01-23 | C                       | 2012-01-24-07.01.32 |
| 7403254718                                       | 740325482380 | 2011-12-20 | C                       | 2011-12-21-07.01.03 |
| 7403254718                                       | 740325413774 | 2011-11-18 | C                       | 2011-11-19-07.00.38 |
| 7403254718                                       | 740325434721 | 2011-10-24 | C                       | 2011-10-25-07.00.24 |
| 7403254718                                       | 740325481355 | 2011-09-22 | C                       | 2011-09-23-07.04.34 |
| 7403254718                                       | 740325451056 | 2011-08-19 | C                       | 2011-08-20-07.03.49 |
| 7403254718                                       | 740325404483 | 2011-07-21 | C                       | 2011-07-22-07.03.20 |
| 7403254718                                       | 740325412569 | 2011-06-22 | C                       | 2011-06-23-07.02.48 |
| 7403254718                                       | 740325446451 | 2011-05-20 | C                       | 2011-05-21-07.02.20 |
| 7403254718                                       | 740325436642 | 2011-04-20 | C                       | 2011-04-21-07.02.01 |
| 7403254718                                       | 740325499593 | 2011-03-21 | C                       | 2011-03-22-07.01.16 |
| 7403254718                                       | 740325414550 | 2011-02-18 | C                       | 2011-02-19-07.00.42 |
| 7403254718                                       | 740325444905 | 2011-01-21 | C                       | 2011-01-22-07.00.18 |
| 7403254718                                       | 740325435907 | 2010-12-20 | C                       | 2010-12-21-07.01.40 |
| 7403254718                                       | 740325467608 | 2010-11-18 | C                       | 2010-11-19-07.01.07 |
| 7403254718                                       | 740325424612 | 2010-10-20 | C                       | 2010-10-21-07.00.40 |
| 7403254718                                       | 740325430443 | 2010-09-21 | C                       | 2010-09-22-07.02.13 |
| 7403254718                                       | 740325438959 | 2010-08-19 | C                       | 2010-08-20-07.01.46 |



The **CIS\_ECCKESKS\_DETAILS\_BY\_DATE** report is used to perform payment research for duplicate ECHECK payments.

**Displays**

- ACCT\_ID field from the CI\_ACCT table
- PAY\_STATUS\_FLG (decoded) field from the CI\_PAY table
- PAY\_AMT field from the CI\_PAY table
- PAY\_DT field from the CI\_PAY\_EVENT table
- TENDER\_TYPE\_CD field from the CI\_PAY\_TNDR table
- EXT\_REFERENCE\_ID field from the CI\_PAY\_TNDR table
- TNDR\_SOURCE\_CD field from the CI\_TNDR\_CTL table

**Prompt(s)**

"To" and "From" date for **payment date** range which includes the dates entered in the prompts.

**Criteria**

- PAY\_STATUS\_FLG from the CI\_PAY table IN ('50', '60')
- TENDER\_TYPE\_CD from the CI\_PAY\_TNDR table IN ('ECHK')

**Sample**

| ORANGE COUNTY UTILITIES                          |                |             |            |             |           |        |  |
|--|----------------|-------------|------------|-------------|-----------|--------|--|
| Query: CIS_ECCKESKS_DETAILS_BY_DATE Counter: 627 |                |             |            |             |           |        |  |
| Run Date: 08/21/2014                             |                |             |            |             |           |        |  |
| Acct_ID  | Payment_Status | Payment_Amt | Payment Dt | Tender_Type | Receipt_# | Source |  |
| 2022139320                                       | Frozen         | \$3.25      | 2014-08-20 | ECHK        |           | IVR    |  |
| 2260672251                                       | Frozen         | \$8.44      | 2014-08-20 | ECHK        |           | IVR    |  |
| 3988636200                                       | Frozen         | \$8.44      | 2014-08-20 | ECHK        |           | IVR    |  |
| 4556357744                                       | Frozen         | \$9.46      | 2014-08-20 | ECHK        |           | IWR    |  |
| 5958246200                                       | Frozen         | \$9.46      | 2014-08-20 | ECHK        |           | IWR    |  |
| 8159046200                                       | Frozen         | \$9.46      | 2014-08-20 | ECHK        |           | IWR    |  |
| 8416546200                                       | Frozen         | \$9.46      | 2014-08-20 | ECHK        |           | IWR    |  |
| 8998426200                                       | Frozen         | \$9.46      | 2014-08-20 | ECHK        |           | IVR    |  |
| 0560448162                                       | Frozen         | \$10.60     | 2014-08-20 | ECHK        |           | IWR    |  |
| 9428685387                                       | Frozen         | \$10.60     | 2014-08-20 | ECHK        |           | IWR    |  |
| 2750146728                                       | Frozen         | \$10.76     | 2014-08-20 | ECHK        |           | IVR    |  |
| 7099856200                                       | Frozen         | \$10.76     | 2014-08-20 | ECHK        |           | IWR    |  |
| 7194093654                                       | Frozen         | \$12.18     | 2014-08-20 | ECHK        |           | IWR    |  |
| 0129736200                                       | Frozen         | \$12.36     | 2014-08-20 | ECHK        |           | IWR    |  |
| 3232346200                                       | Frozen         | \$12.36     | 2014-08-20 | ECHK        |           | IWR    |  |
| 6678118550                                       | Frozen         | \$12.36     | 2014-08-20 | ECHK        |           | IWR    |  |
| 8083646200                                       | Frozen         | \$12.36     | 2014-08-20 | ECHK        |           | IWR    |  |
| 6646460510                                       | Frozen         | \$13.00     | 2014-08-20 | ECHK        |           | IWR    |  |
| 2354326200                                       | Frozen         | \$13.75     | 2014-08-20 | ECHK        |           | IVR    |  |
| 7613567044                                       | Frozen         | \$13.96     | 2014-08-20 | ECHK        |           | IVR    |  |
| 9577020895                                       | Frozen         | \$13.96     | 2014-08-20 | ECHK        |           | IWR    |  |
| 9396046200                                       | Frozen         | \$14.45     | 2014-08-20 | ECHK        |           | IVR    |  |
| 5460531294                                       | Frozen         | \$15.32     | 2014-08-20 | ECHK        |           | IWR    |  |
| 1508768743                                       | Frozen         | \$15.55     | 2014-08-20 | ECHK        |           | IVR    |  |
| 3506708351                                       | Frozen         | \$16.00     | 2014-08-20 | ECHK        |           | IWR    |  |
| 8381607859                                       | Frozen         | \$16.00     | 2014-08-20 | ECHK        |           | IWR    |  |
| 8369756200                                       | Frozen         | \$16.52     | 2014-08-20 | ECHK        |           | IWR    |  |
| 8213636200                                       | Frozen         | \$16.90     | 2014-08-20 | ECHK        |           | IWR    |  |
| 6286146200                                       | Frozen         | \$17.15     | 2014-08-20 | ECHK        |           | IWR    |  |
| 7797246200                                       | Frozen         | \$17.15     | 2014-08-20 | ECHK        |           | IWR    |  |
| 4774882564                                       | Frozen         | \$18.47     | 2014-08-20 | ECHK        |           | IWR    |  |
| 5253296013                                       | Frozen         | \$18.85     | 2014-08-20 | ECHK        |           | IWR    |  |



The **CIS\_FAILED\_EBILL\_EMAIL\_DELIVERY\_FAILURE** report is used to locate failed E-Bills that were left in a "PENDING" status and did not complete.

**Displays**

ACCT\_ID field from the CM\_EBILL\_EXT table  
BILL\_ID field from the CM\_EBILL\_EXT table  
BILL\_DT field from the CM\_EBILL\_EXT table  
CM\_EXT\_STATUS field from the CM\_EBILL\_EXT table  
CM\_DESCR100 field from the CM\_EBILL\_EXT table  
LASTUPDDTTM field from the CM\_EBILL\_EXT table  
CM\_PROCESS\_FLG field from the CM\_EBILL\_EXT table

**Prompt(s)**

None

**Criteria**

WHERE CM\_EXT\_STATUS <> 'C'

**Sample**

| Query: CIS_FAILED_EBILL_EMAIL_DELIVERY_FAILURE Count: 3 |              |            |                         |             |                  |              |
|---|--------------|------------|-------------------------|-------------|------------------|--------------|
| Run Date: 08/25/2014                                    |              |            |                         |             |                  |              |
| Account_ID  | Bill_ID      | Bill_Date  | Email_Completion_Status | Description | Last_Update      | Process_Flag |
| 8724246911  | 872428481074 | 06/03/2014 | P                       |             | 06/03/2014 21:35 |              |
| 0506474179  | 050649534565 | 05/29/2014 | P                       |             | 05/29/2014 21:24 |              |
| 9006950753  | 900696153549 | 01/23/2014 | P                       |             | 01/23/2014 21:03 |              |
|   |              |            |                         |             |                  |              |
|   |              |            |                         |             |                  |              |

EXHIBIT K  
Business Flow Documents

K1  
CORE Cash Receipting-CORE Business Process

A two-way interface is required to allow Orange County Utilities cashiers to receive, post, and void payment information via the One-Step for Windows cashiering system. Payments posted to CC&B via the cashiering interface will be posted just as if they were made internally via the internal CC&B pages. This interface will validate and process financial information as well as allow the cashiering system to query CC&B accounts' financial database on limited search criteria. The interface between CC&B and CORE will be designed to post payment information in real-time as well as to void same day payments in a real time mode.

The purposes of this interface are as follows:

To enable CORE to perform an online request to CC&B financial information.

To capture, validate, and process payment transactions recorded through CORE real-time.

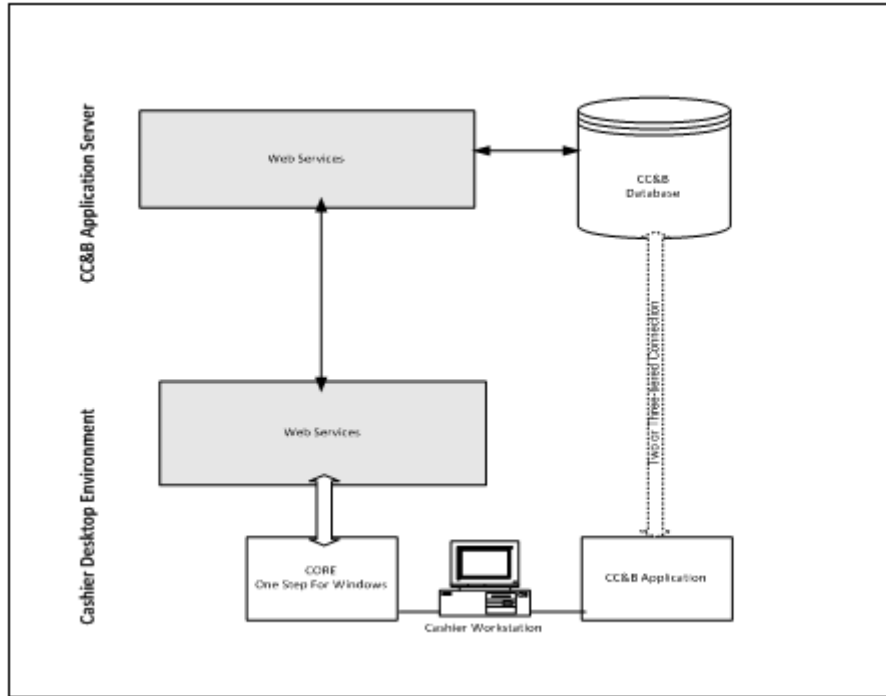
To void payments transactions recorded through CORE real-time.

To allow OCU cashiers to update customer phone numbers stored in CC&B over the interface

Orange County Utilities will setup a unique tender source record on the tender source control table for every CORE cashier. In addition, one deposit control record per cashier and one tender control record per CORE cashier will be created automatically by the interface in CC&B each day. The Cashiering Interface will link payments posted by each cashier in the One-Step for Windows cashiering application to a tender control in CC&B. The tender controls will be linked to a deposit control. CC&B requires that each deposit control that the cashiers attempt to post to be in "open" status. Deposit controls will be manually closed and balanced at the end of the business day by the Utilities Account Supervisor or the Senior Utilities Account Representative (SUAR) The Tender Source Type is Online Cashiering and the Tender Source is CASH-A01.

Where a payment event has payments for more than one account ID, the account ID of the first payment will be used as the payor ID on the payment tender. Web Services is being used to communicate with CORE's One Step application Real Time.

## Process flow for the CORE Cashiering Interface



## **EXHIBIT K2 CURRENT IVR INTERFACE**

### **Overview**

- The IVR system provides automated telephone access to account information and services to our customers. The IVR is available on a 24x7 basis. However, IVR availability can be configured to be unavailable; for example, during scheduled host maintenance.
- The IVR is designed so that callers can use the system with speech recognition (speak a response) or as a touchtone system. Both prompt options are available in English and Spanish. The speech recognition call flow is similar to the touchtone call flow, but is tailored for use with speech recognition.
- This extension will be developed based on CC&B Release 2.4.0.2
- No modification is being made to base CC&B source code.
- The IVR application provides IVR services to OCU customers.
- IVR payment processing is documented in a separate document.

## **Design Approach**

The IVR interface is processed as follows:

- Modify all existing lookup SQLs that access account information through IVR, to utilize the CC&B tables and views. The Interactive Voice Response system (IVR) provides automated telephone access to account information and other interactive services to OCU customers. This functionality includes the following:
  - Account Information Services, including balance, past due notification, new charges, due date, last payment posted date and amount, and subject to shutoff notification
  - Credit card payment
  - Electronic check payment
  - Meter reading and consumption information
  - Deposit information
  - General information Services
  - Automated fax services (account specific fax document or form by fax)
  - Transfer to a CSR for new service or other inquiries
- The IVR application also produces the following reports:
  - Call Details Report
  - Call Summary Report
  - Port Usage Report
  - Outdial Details Report
  - Outdial Summary Report
  - Outdial Port Usage Report
  - Fax Details Report
  - Fax Summary Report
  - Fax Usage Report
  - Repeat Calls Report

## Phone IVR View (CM\_PHONE\_IVR\_VW)

Create a table view containing the following fields. The view is from the CC&B base tables, CI\_ACCT, CI\_ACCT\_PER, CI\_PER\_NAME, CI\_PER\_CHAR, and CI\_PER\_PHONE linking all accounts for all Primary persons and their phone numbers.

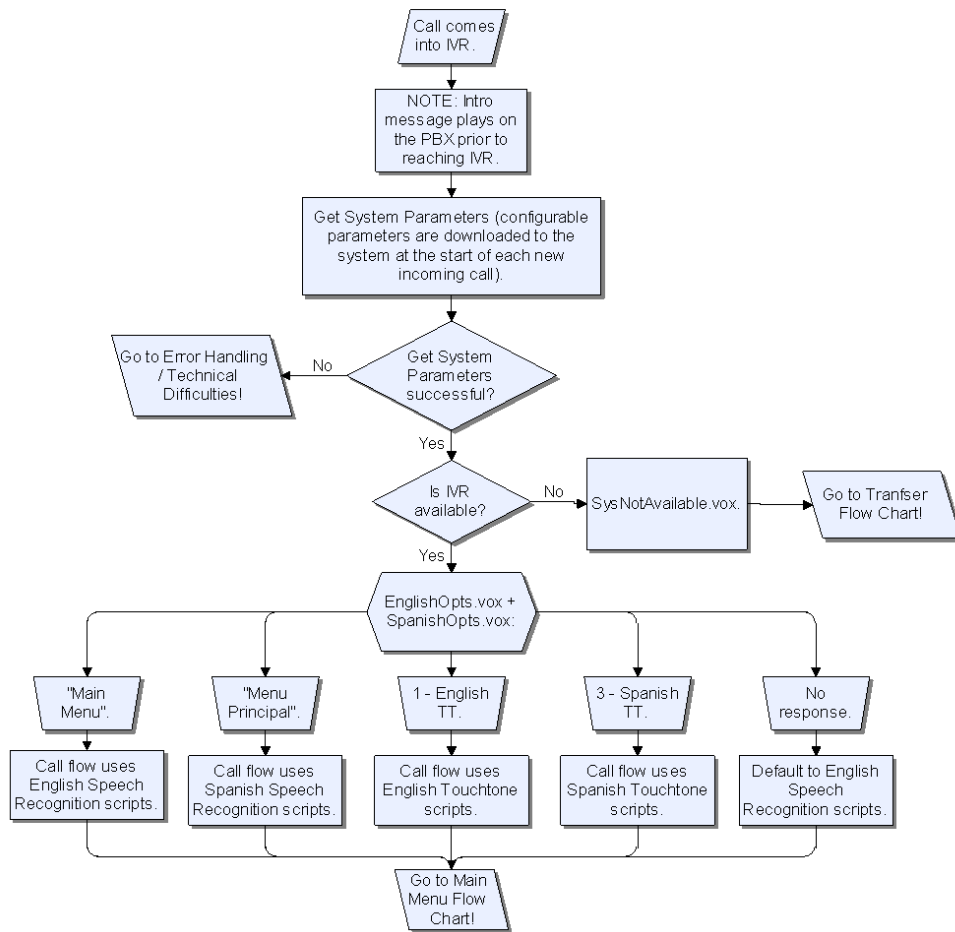
| Column Name   | Length | Data Type | Comments  |
|---------------|--------|-----------|---|
| ACCT_ID       | 10     | CHAR      | Account ID  |
| PER_ID        | 10     | CHAR      | Person ID   |
| ENTITY_NAME   | 50     | CHAR      | Person Name   |
| PHONE_TYPE_CD | 12     | CHAR      | Phone Type:<br>HOME or CELL for customer class RES<br>BUSN for customer class COM   |
| PHONE         | 24     | CHAR      | Phone Number:<br>Format: 407/123-1212   |
| PER_CHARD_ID  | 1      | CHAR      | Value for PRIVATE characteristic type for confidential customers. Value of "Y" should not allow Person's information to be shared over IVR. |

## Definitions

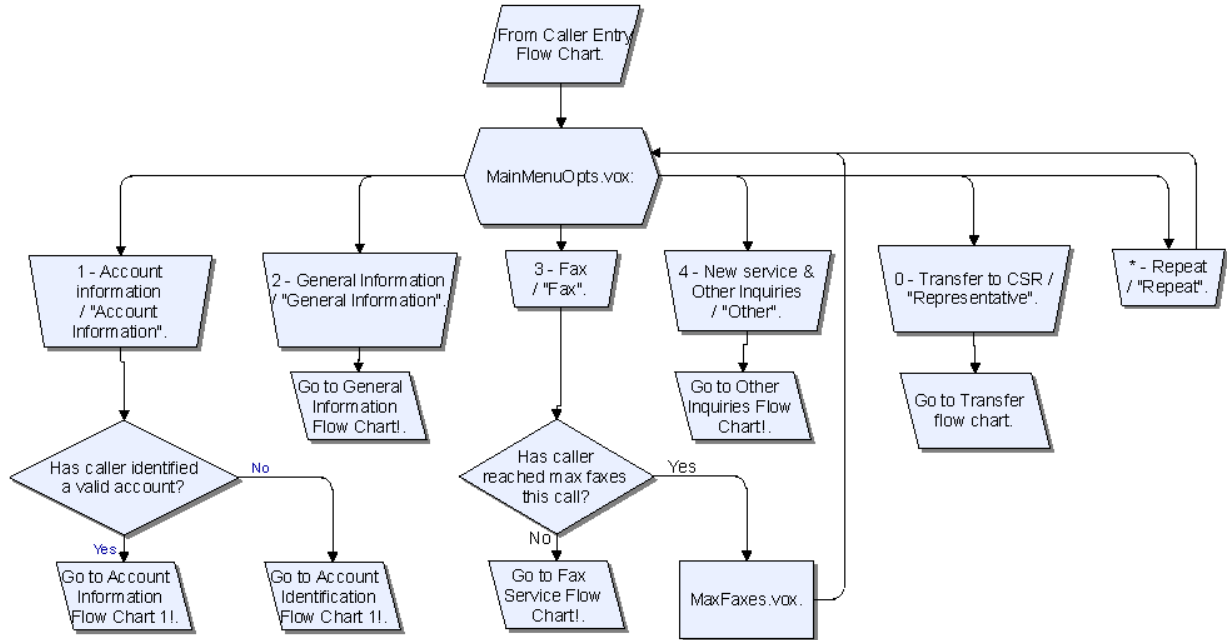
1. CSR – Customer Service Representative
2. IVR – Interactive Voice Response provides real-time account information services via phone calls.
3. IWR – Interactive Web Response provides real-time online account information services such as online payments.

# Call Process Flows

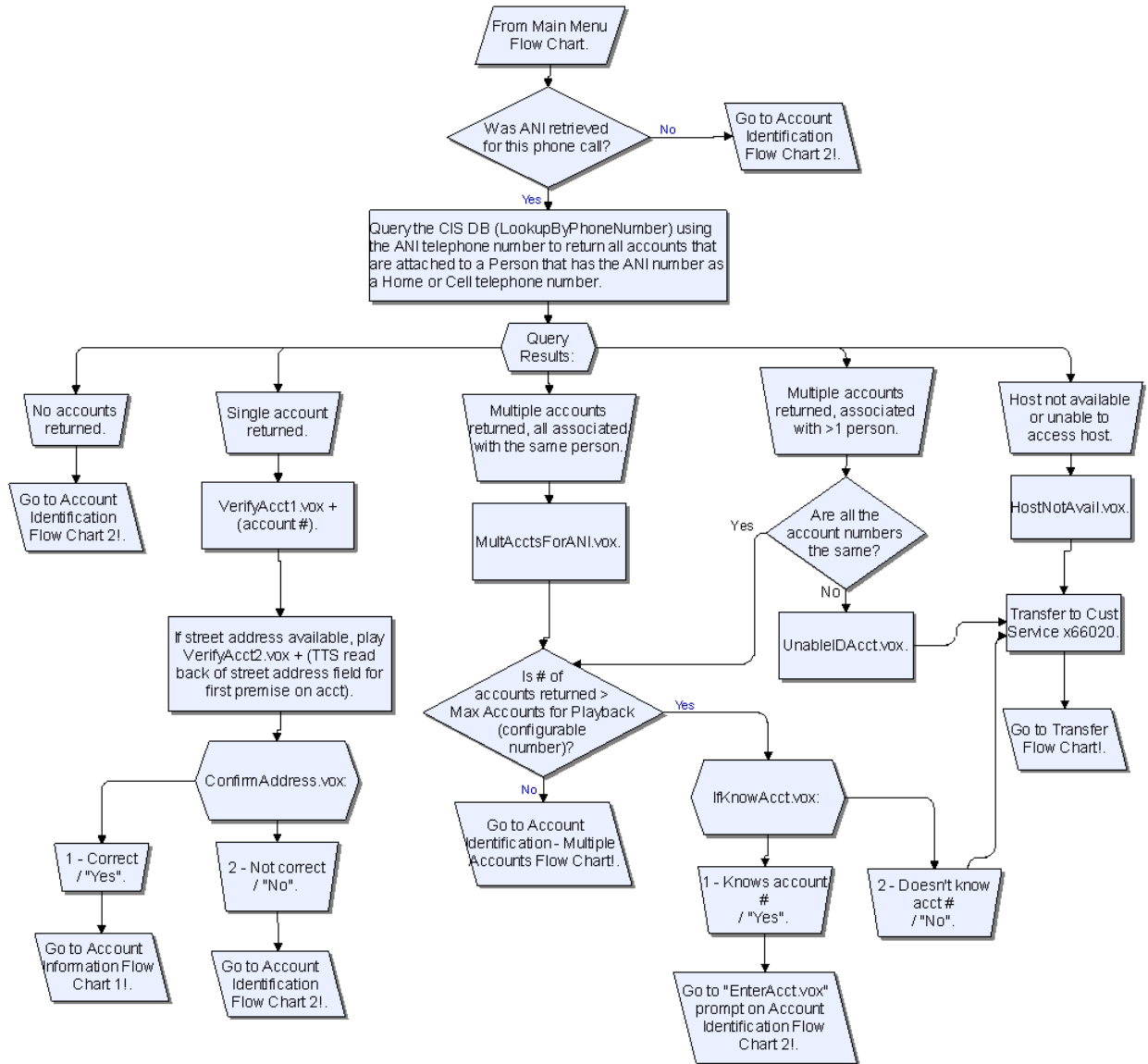
## Caller Entry Flow Chart



## Main Menu Flow Chart

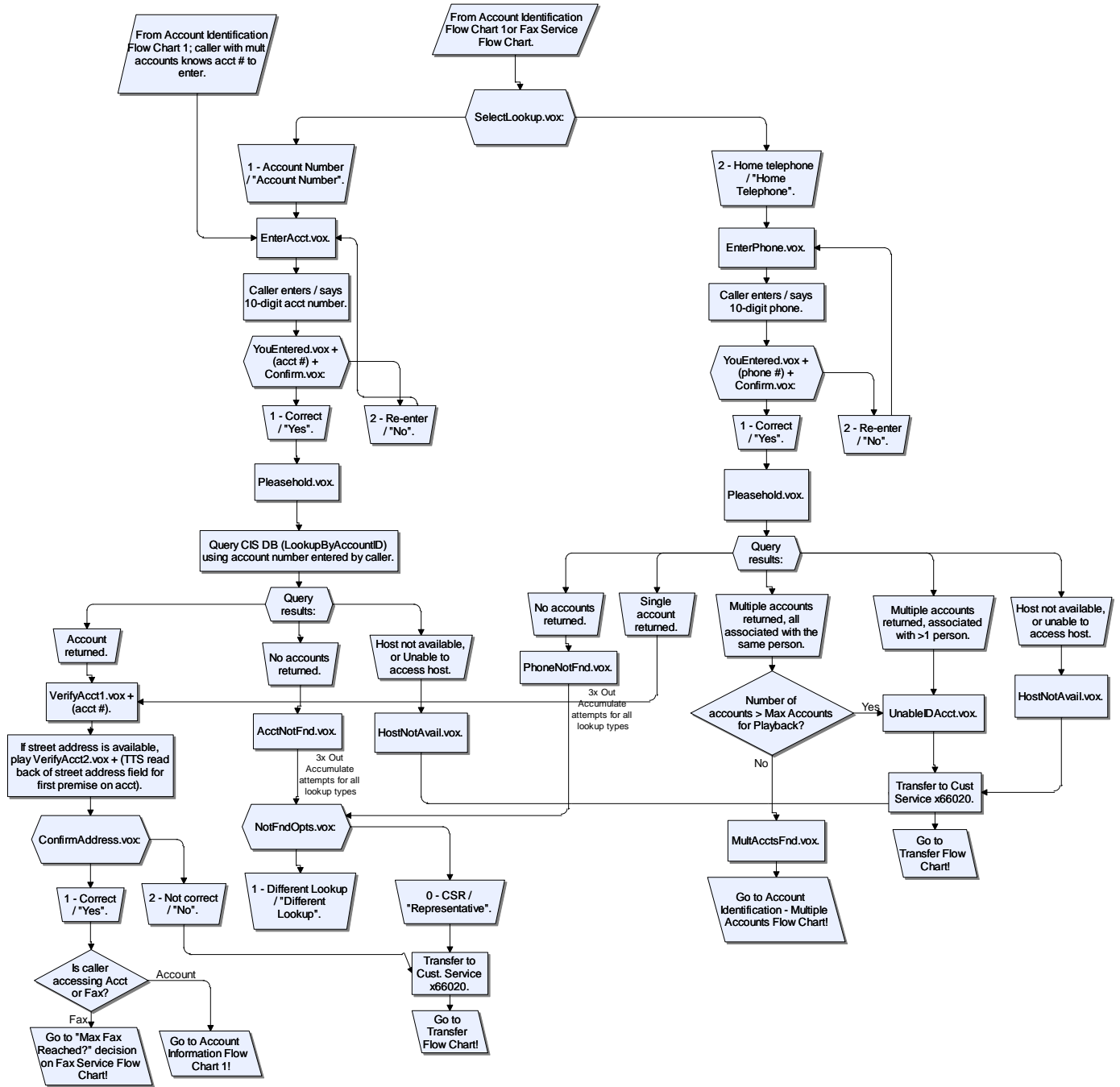


## Account Identification Flow Chart 1

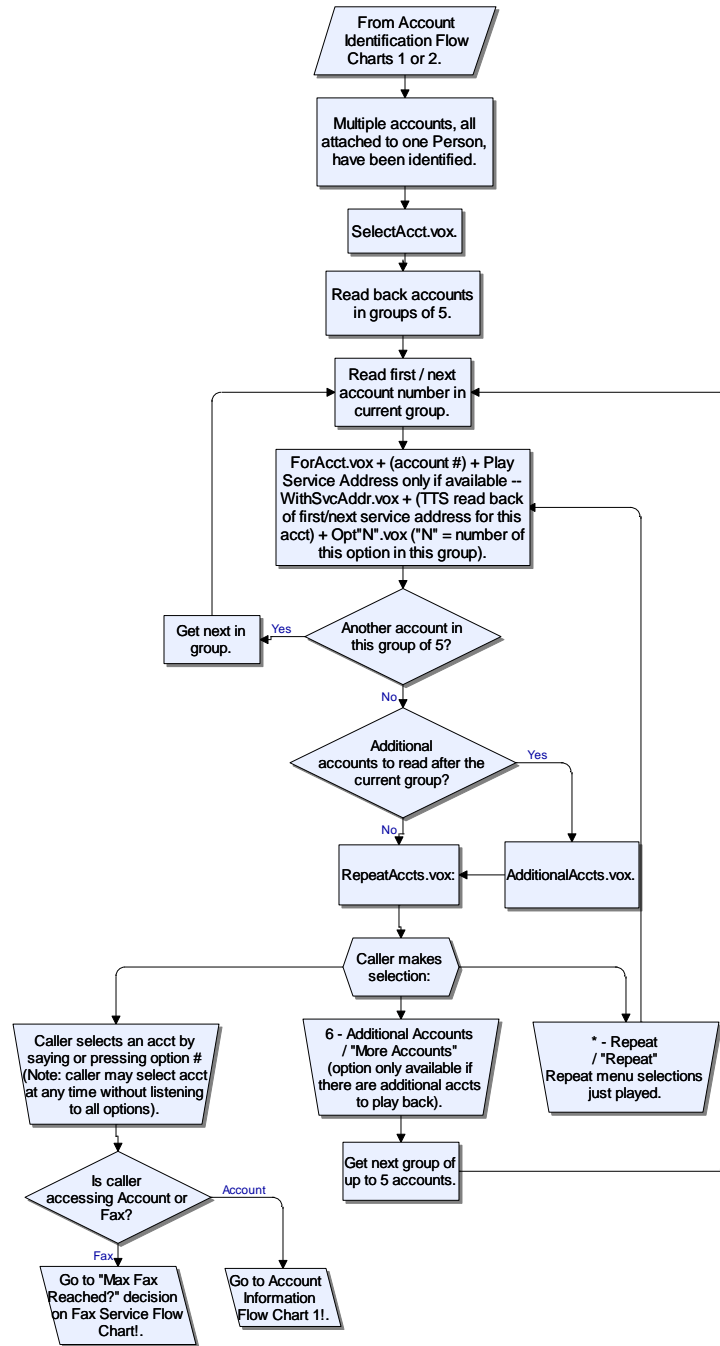




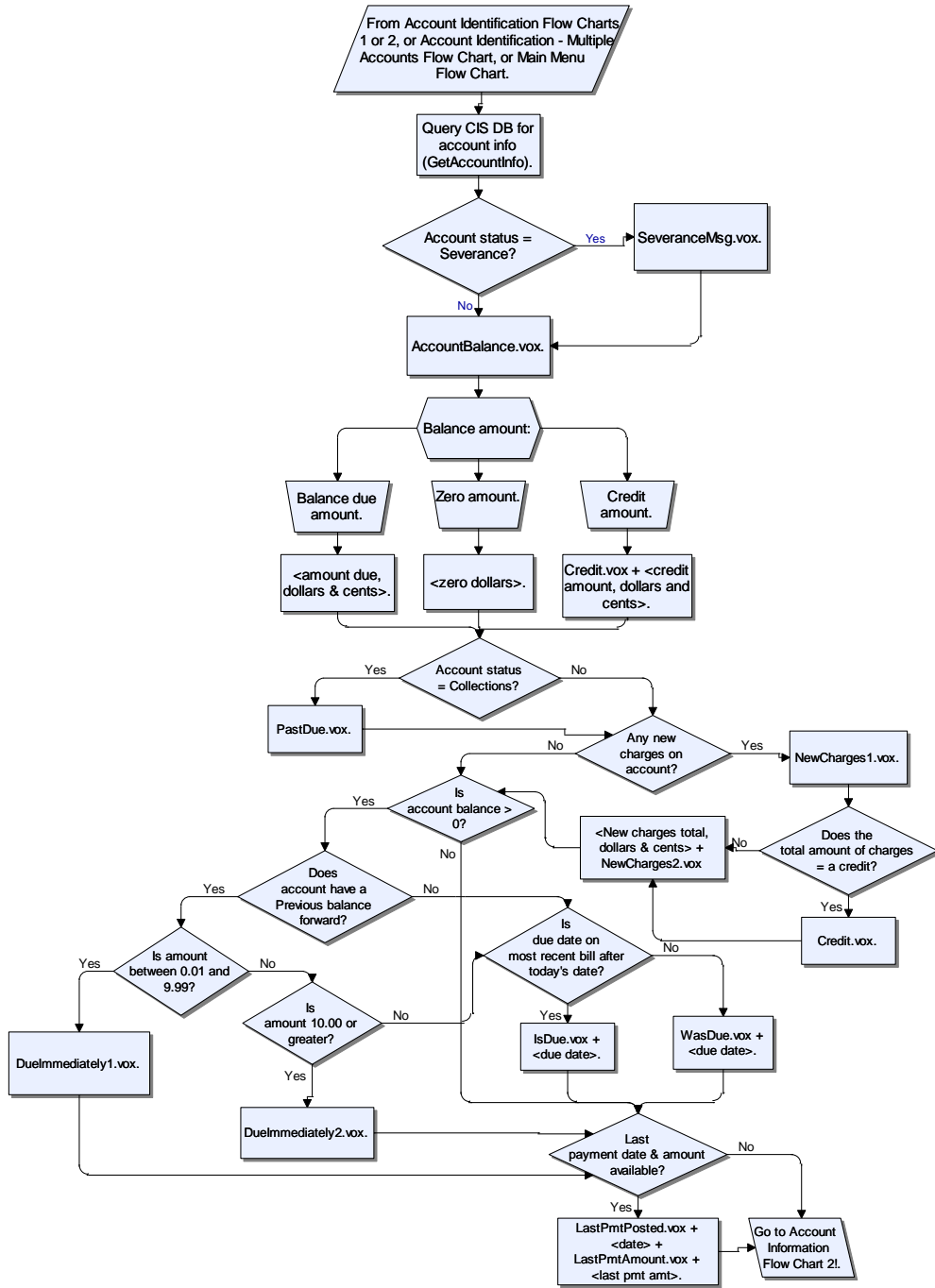
## Account Identification Flow Chart 2



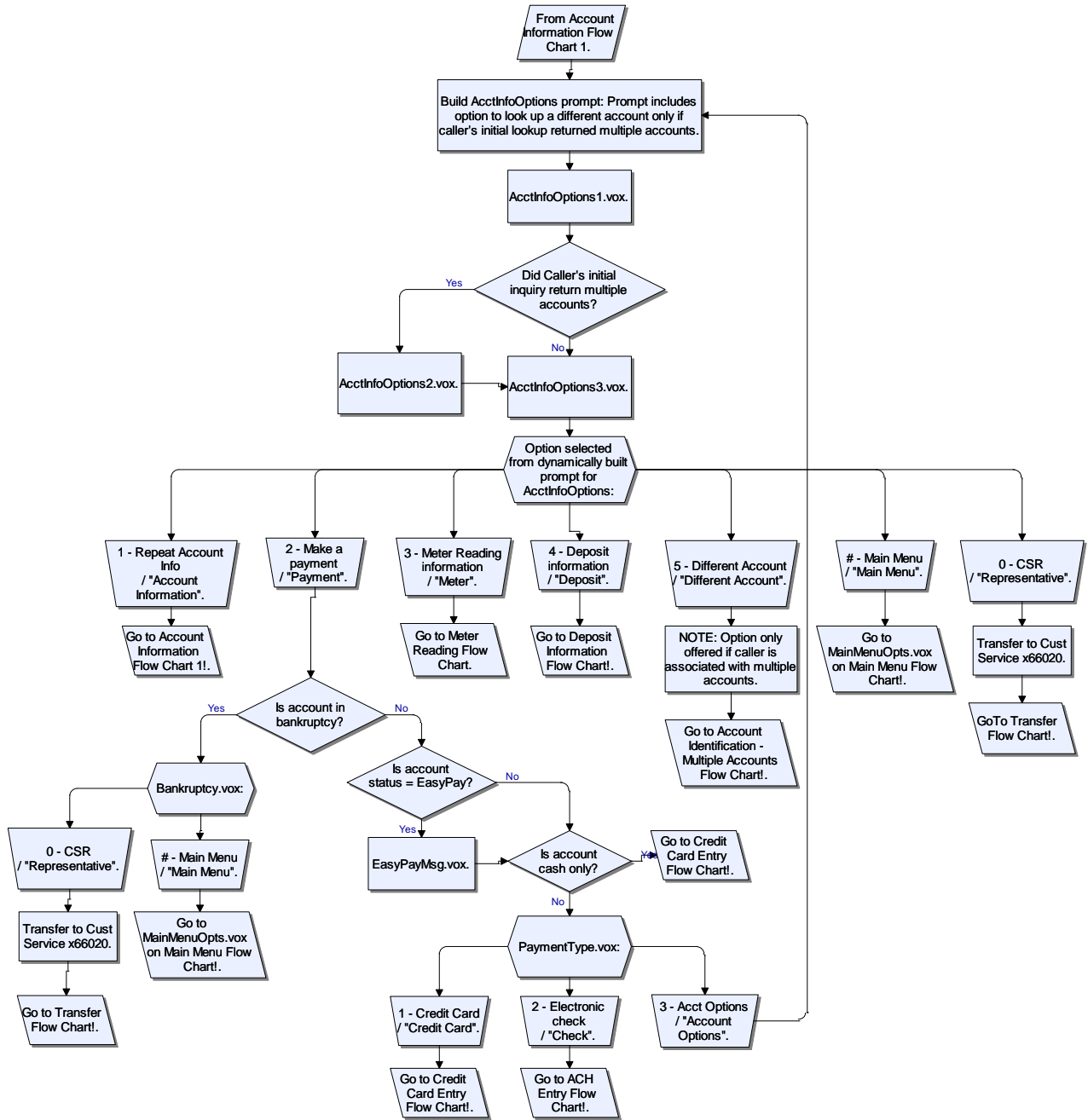
## Account Identification - Multiple Accounts Flow Chart



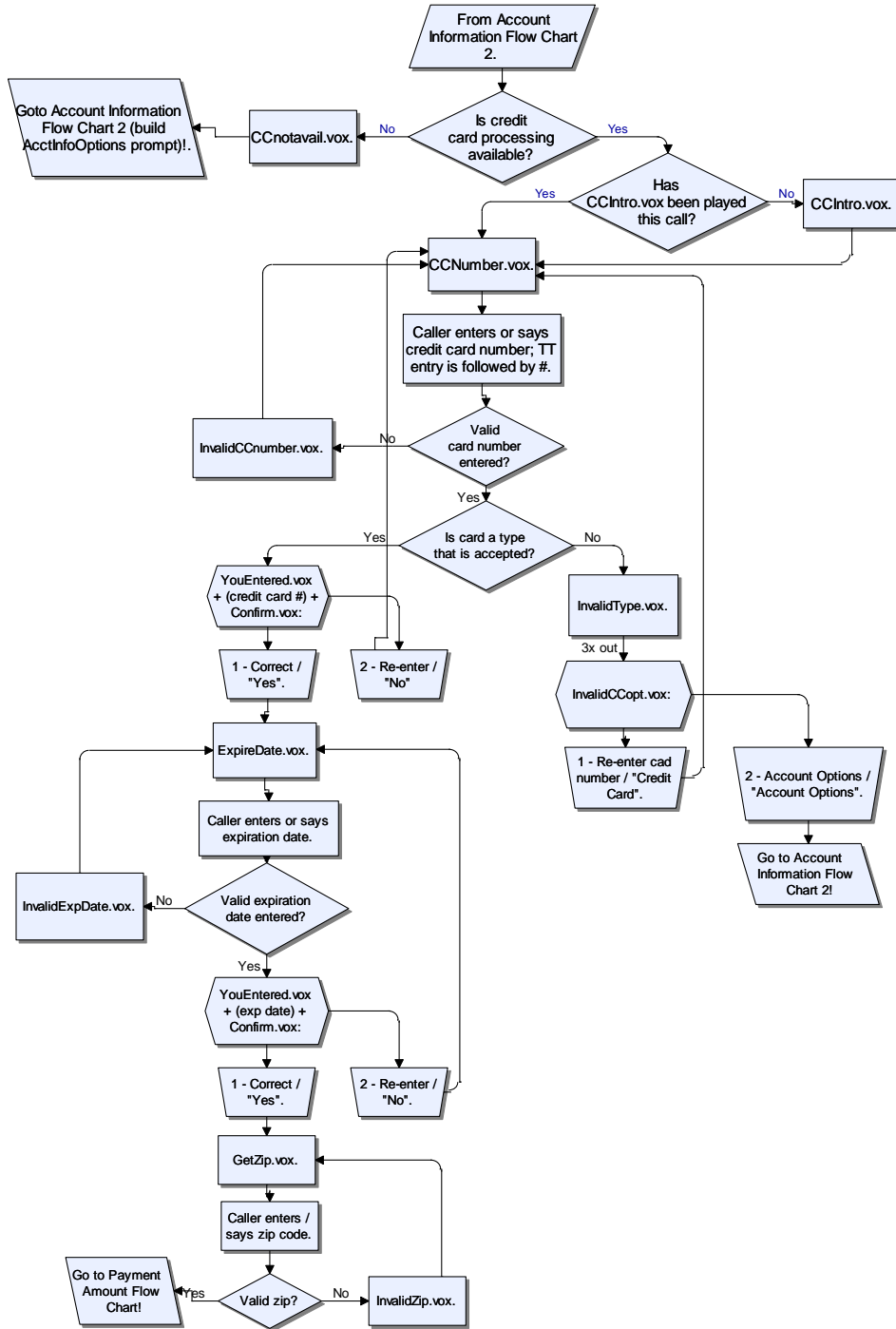
# Account Information Flow Chart 1



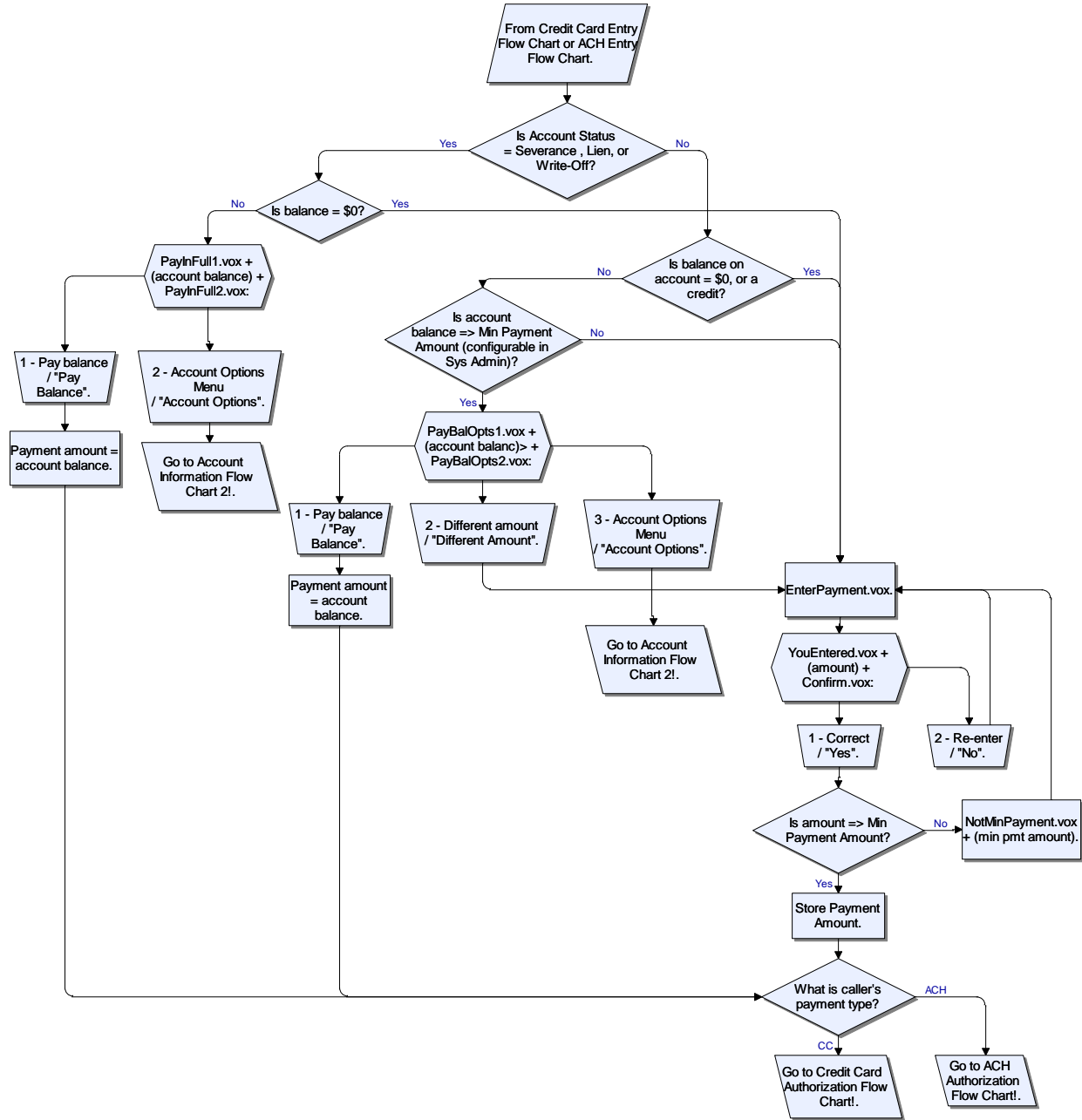
## Account Information Flow Chart 2



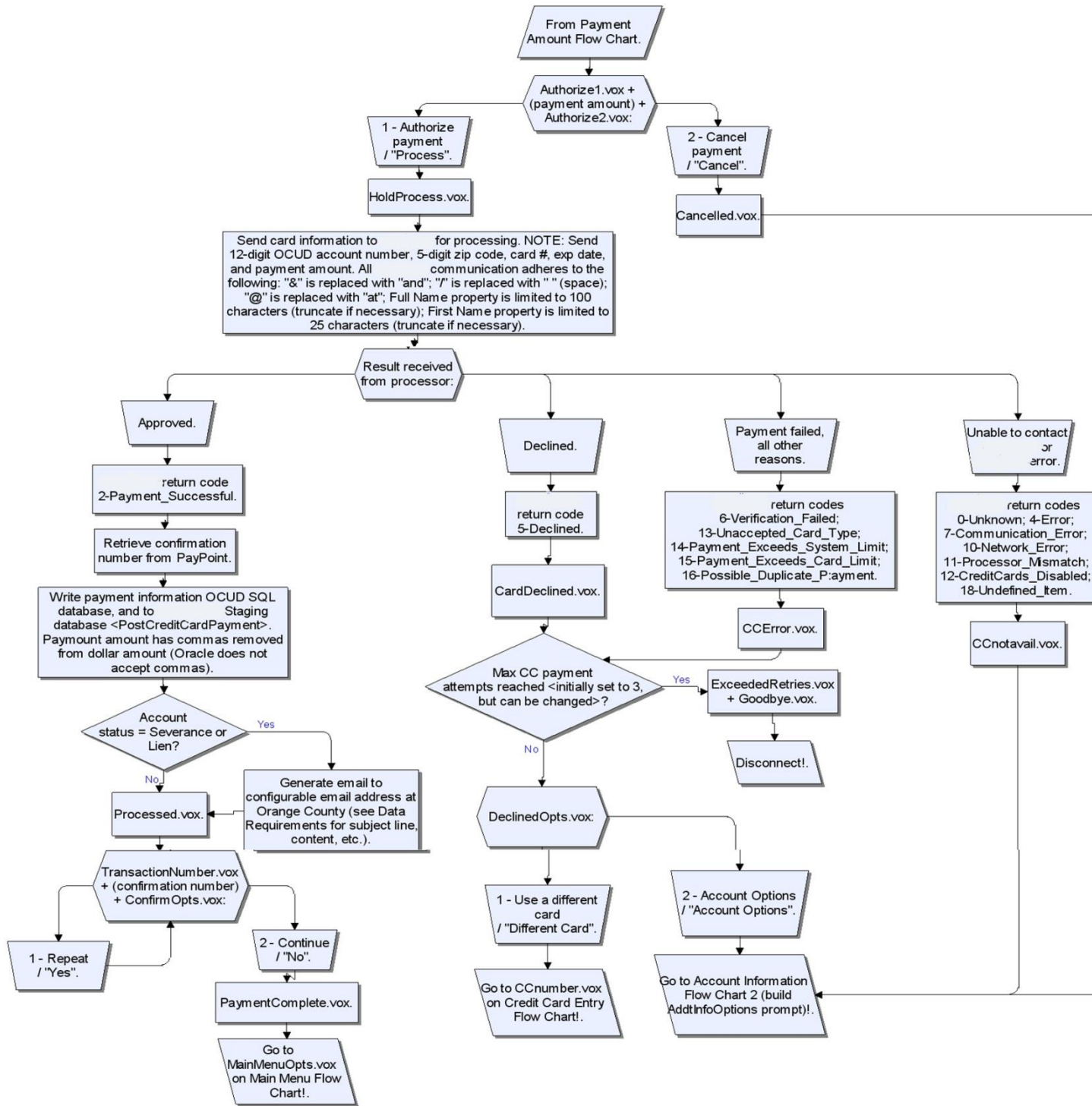
## Credit Card Entry Flow Chart



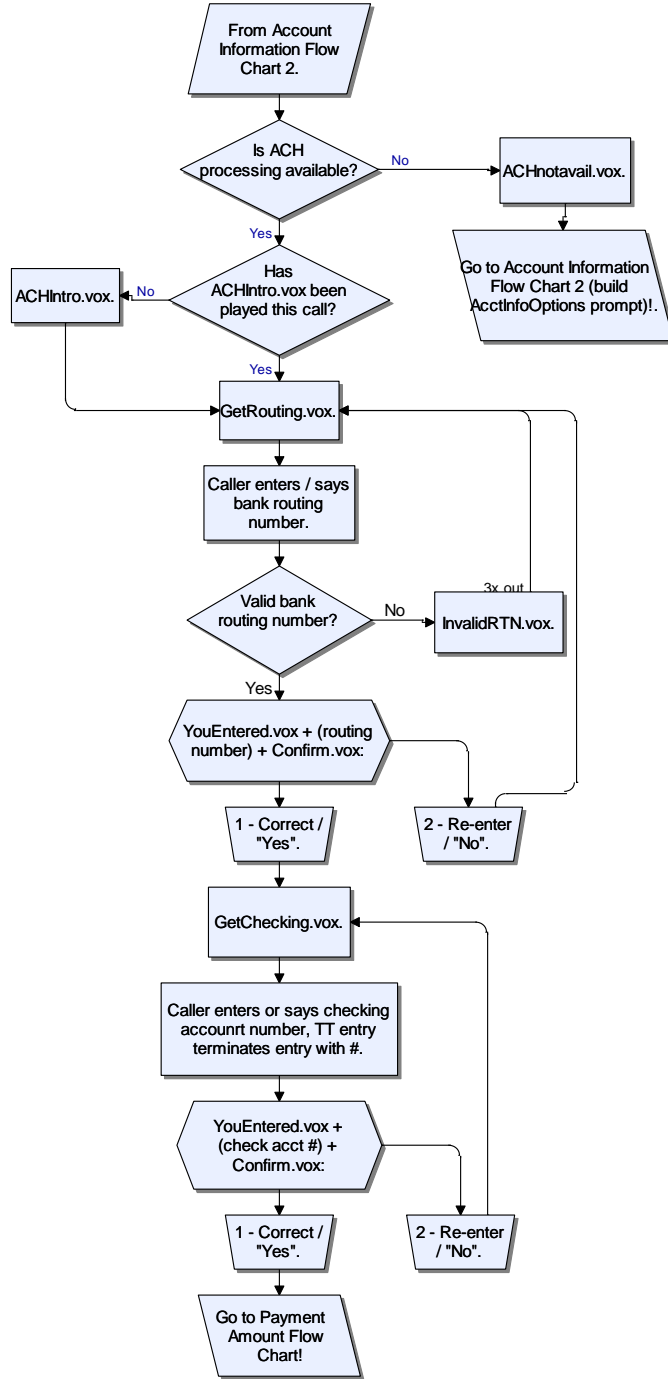
## Payment Amount Flow Chart



## Credit Card Authorization Flow Chart

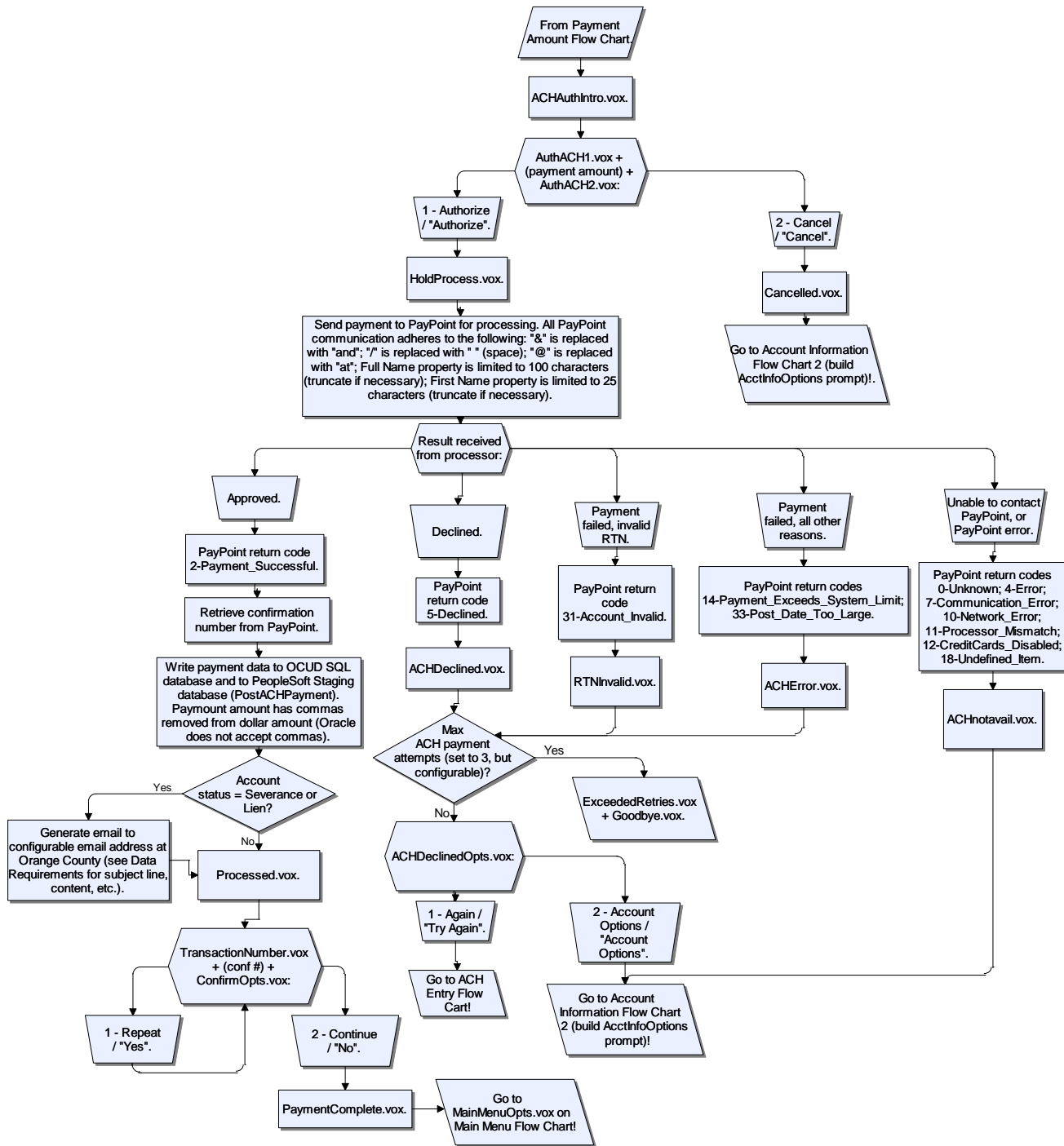


# ACH Entry Flow Chart

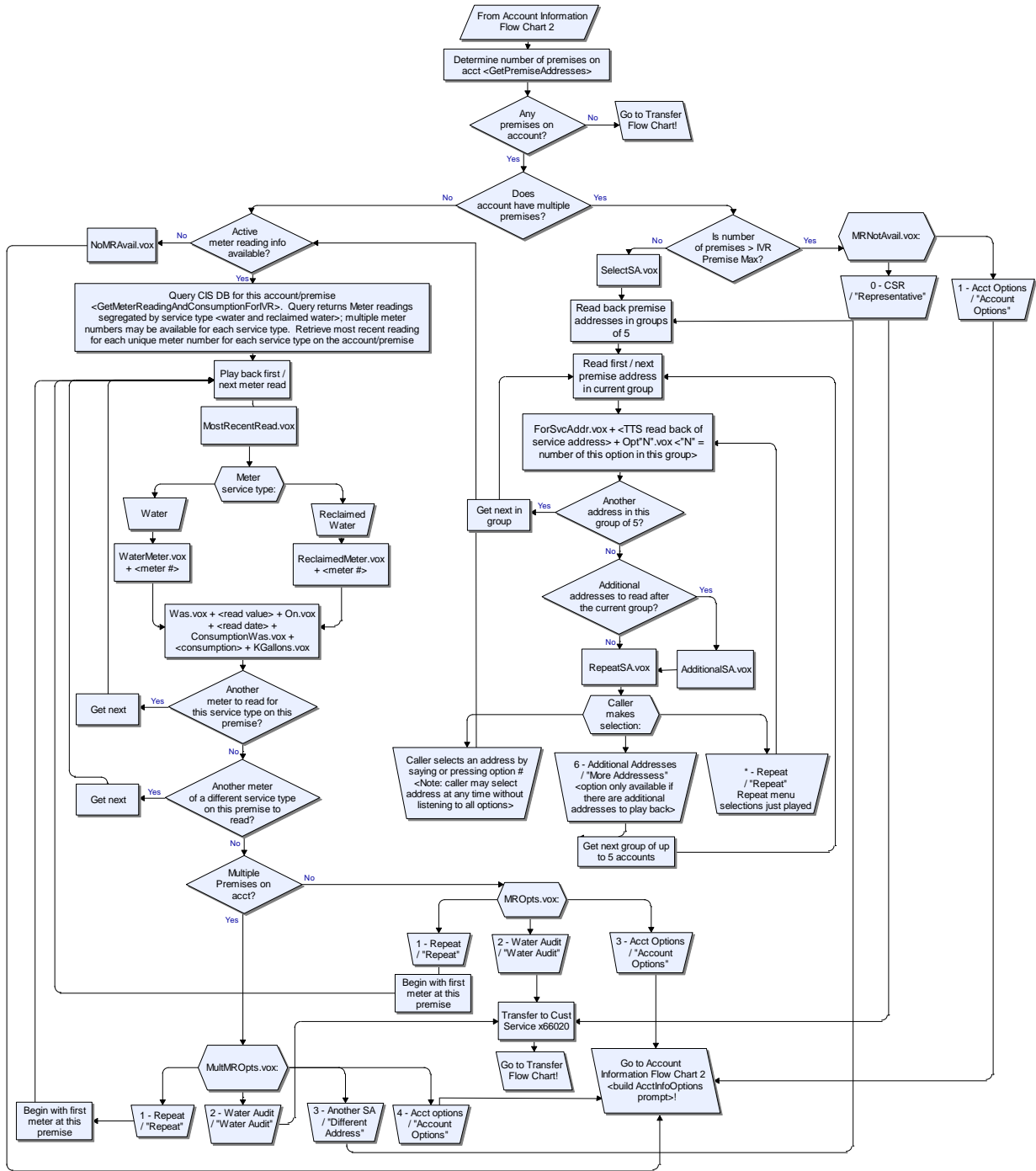




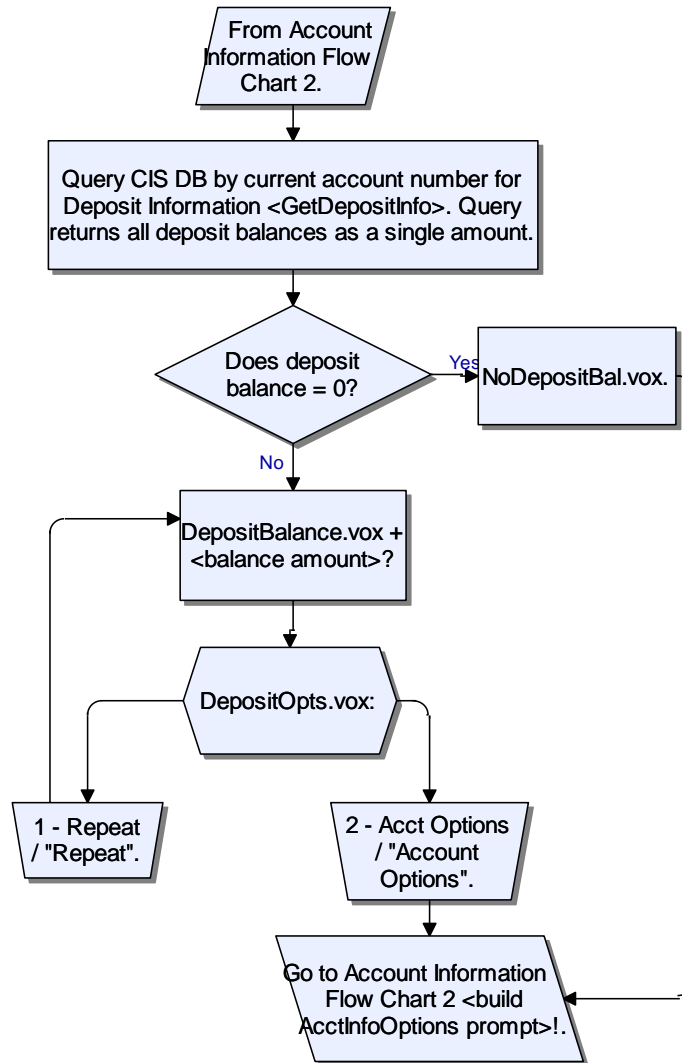
## ACH Authorization Flow Chart



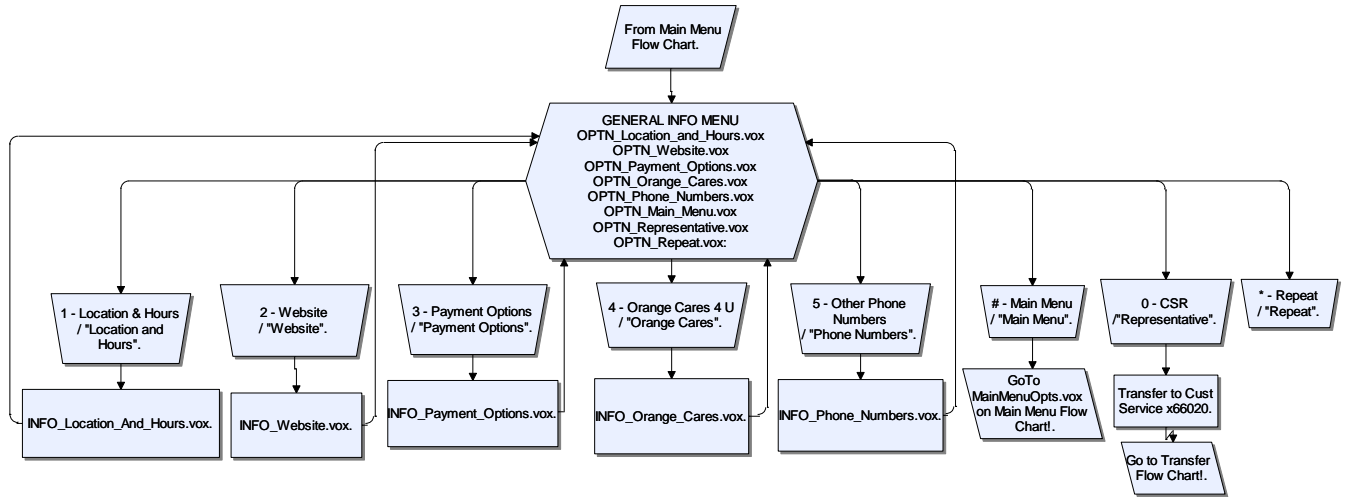
### Meter Reading Flow Chart



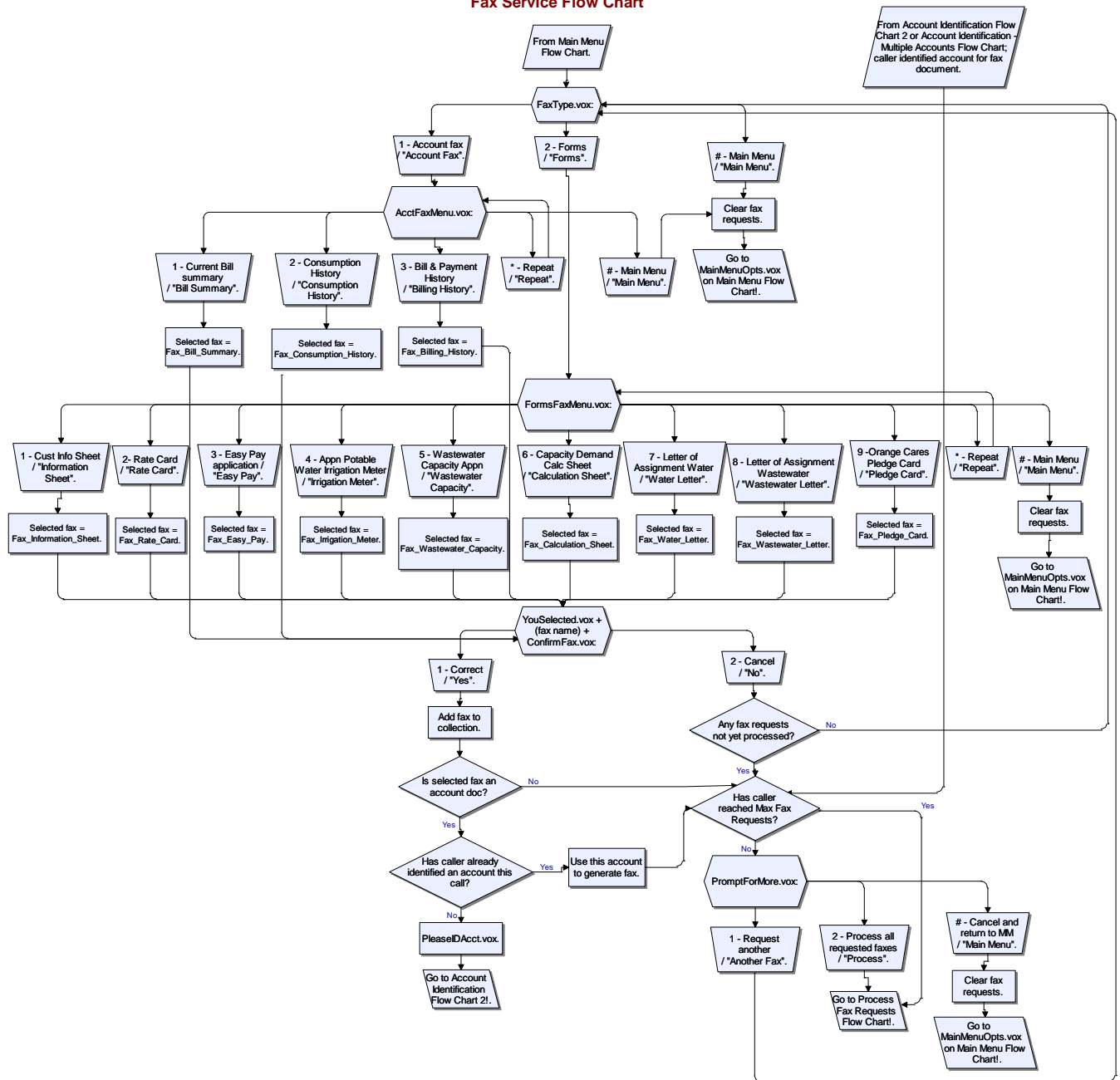
## Deposit Information Flow Chart



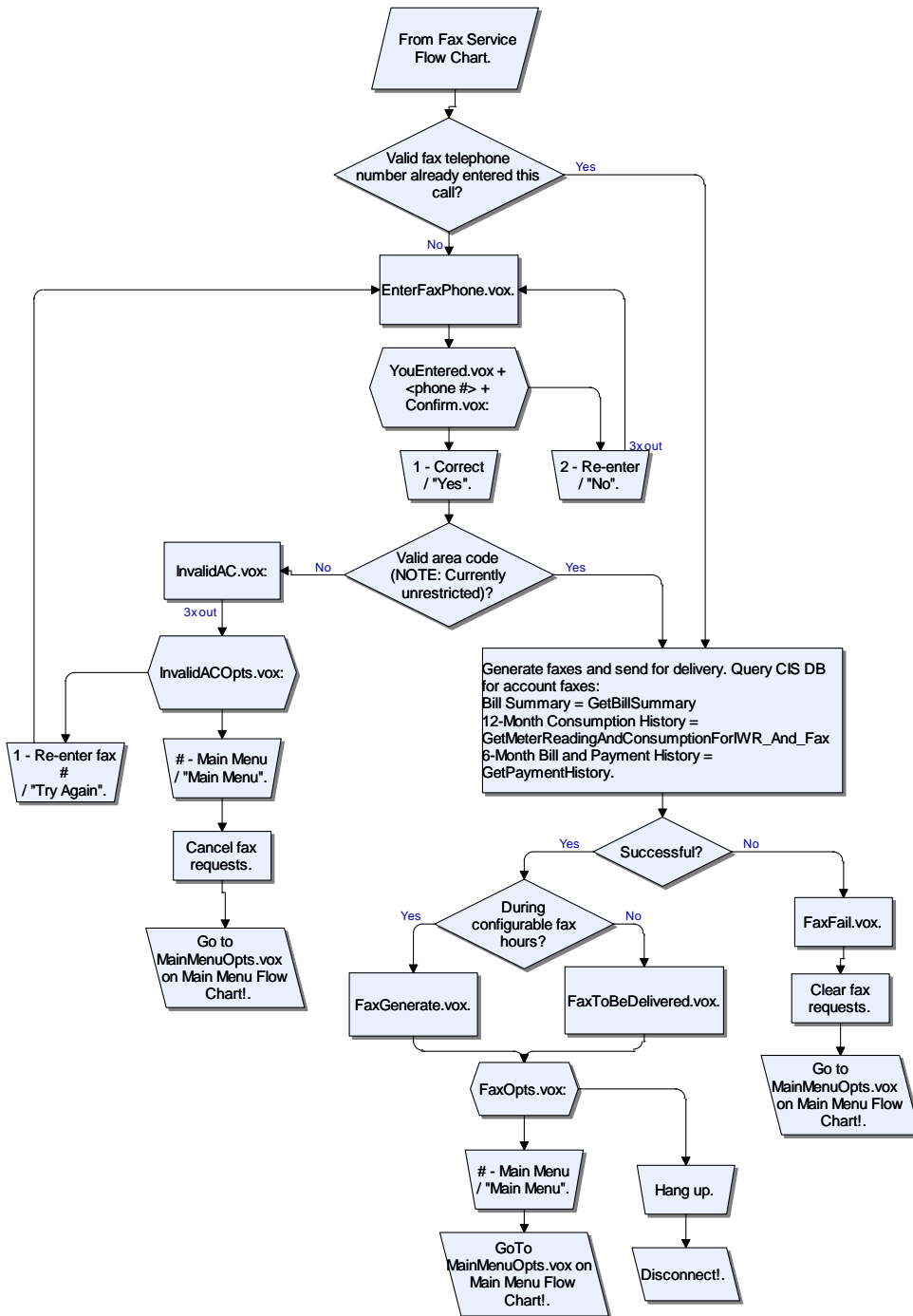
## General Information Flow Chart



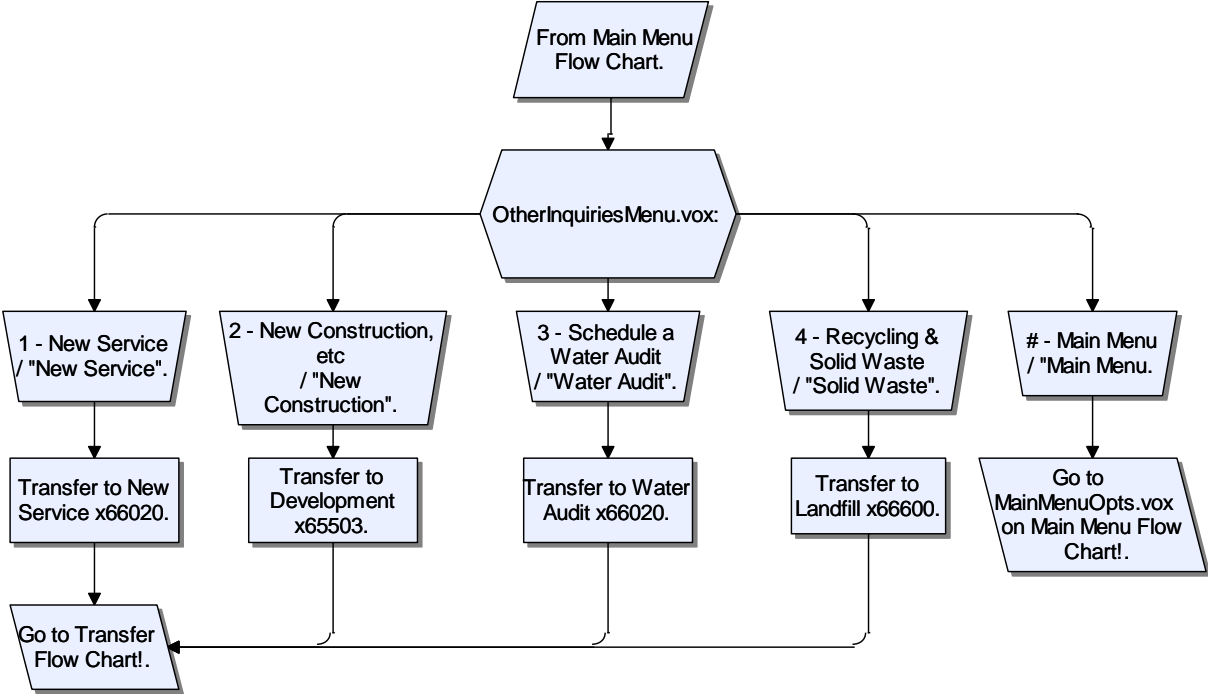
### Fax Service Flow Chart



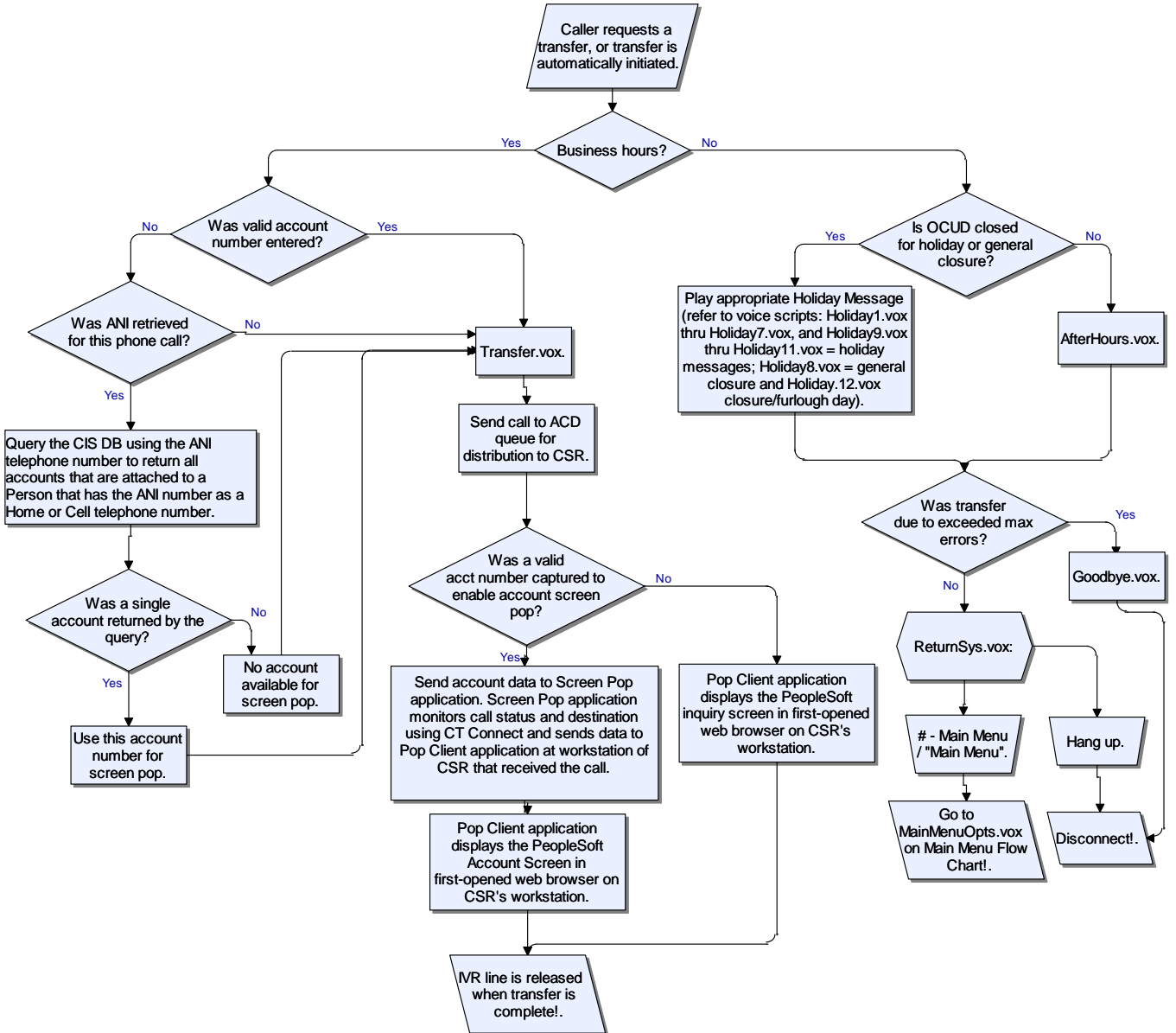
## Process Fax Requests Flow Chart



# Other Inquiries Flow Chart

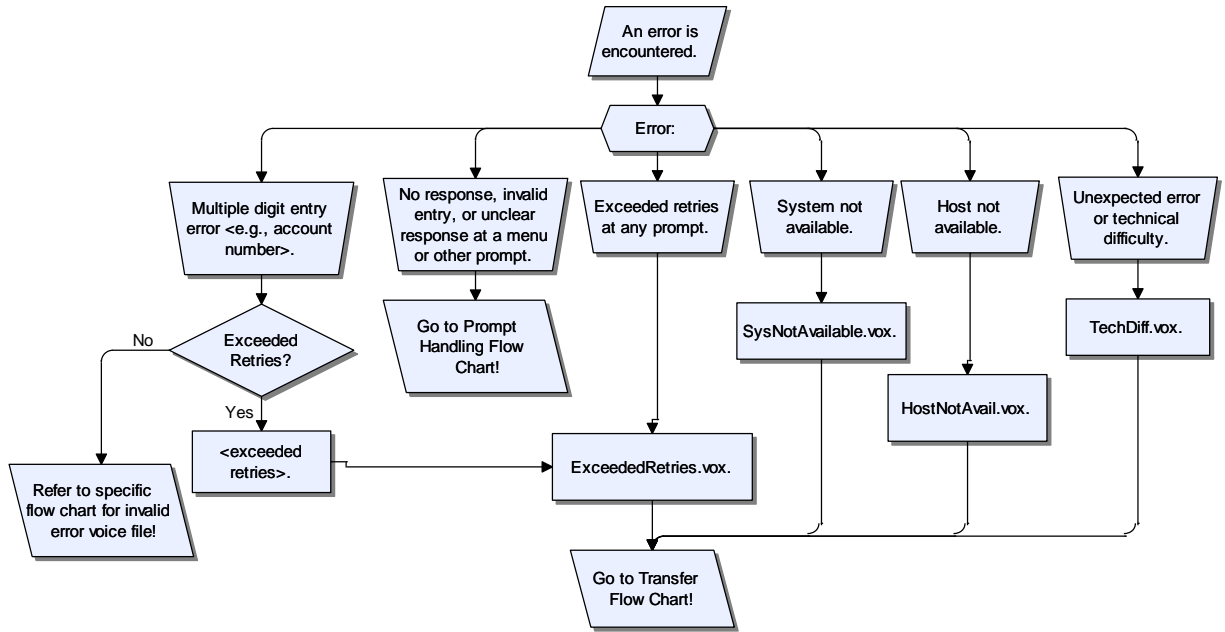


## Transfer Flow Chart

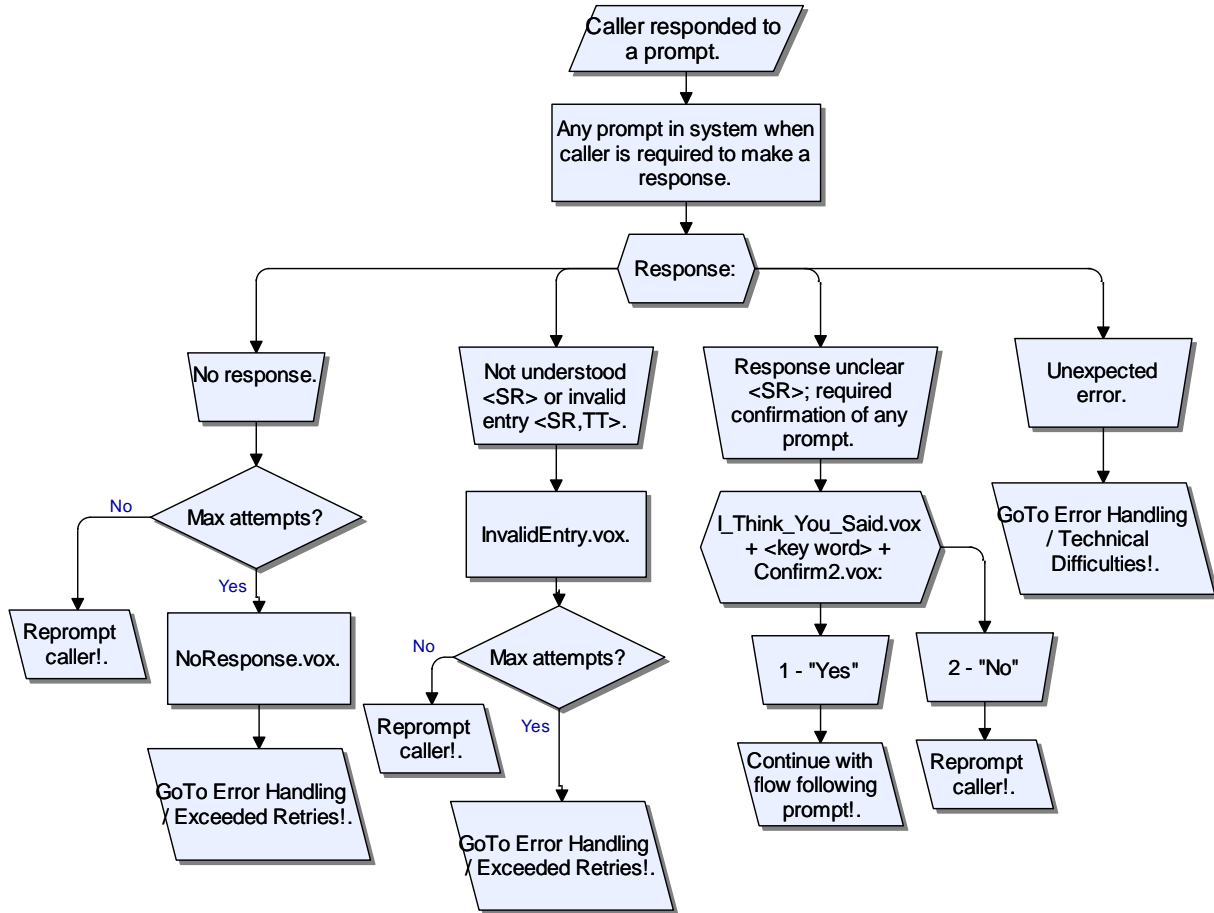




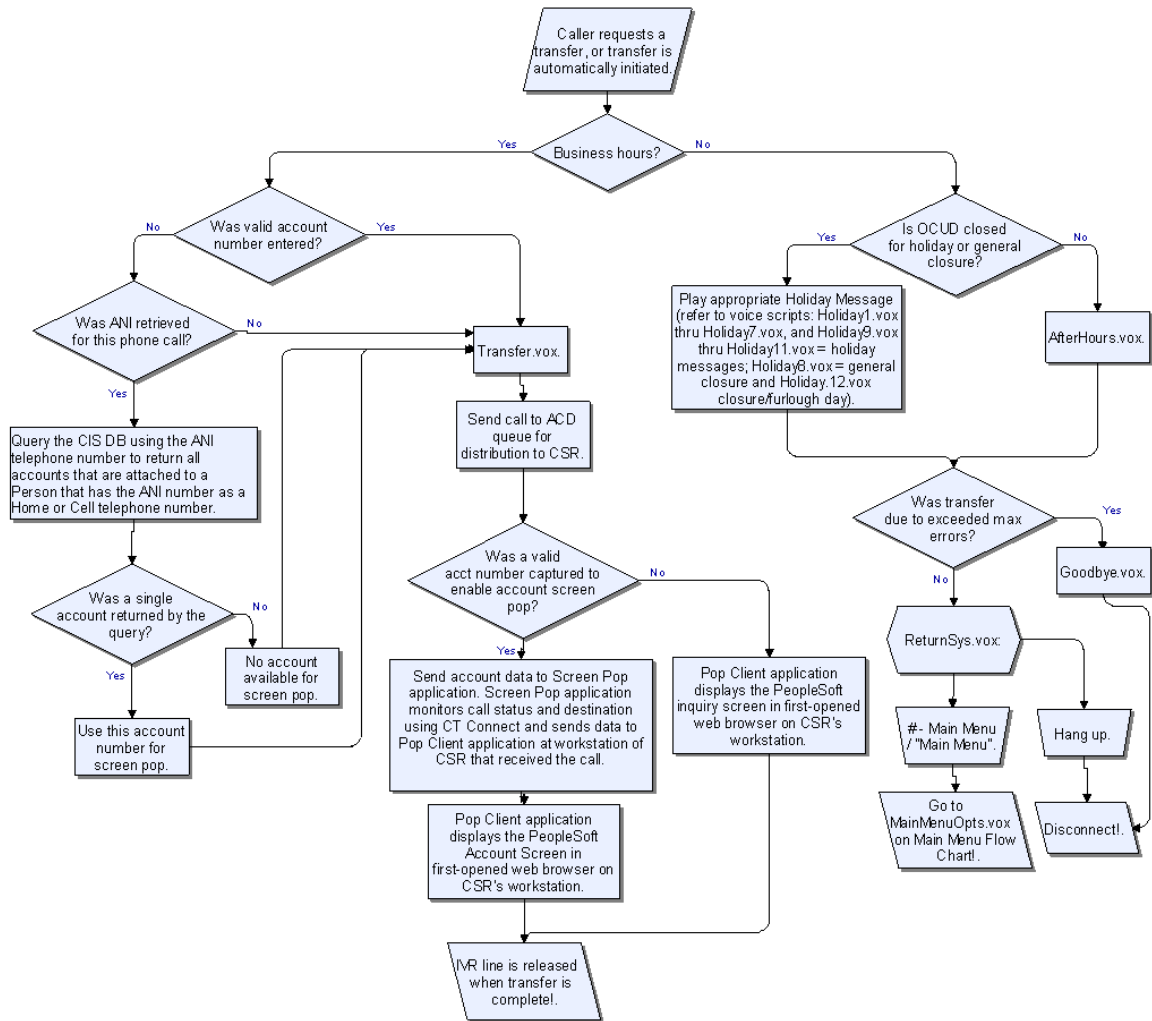
## Error Handling Flow Chart



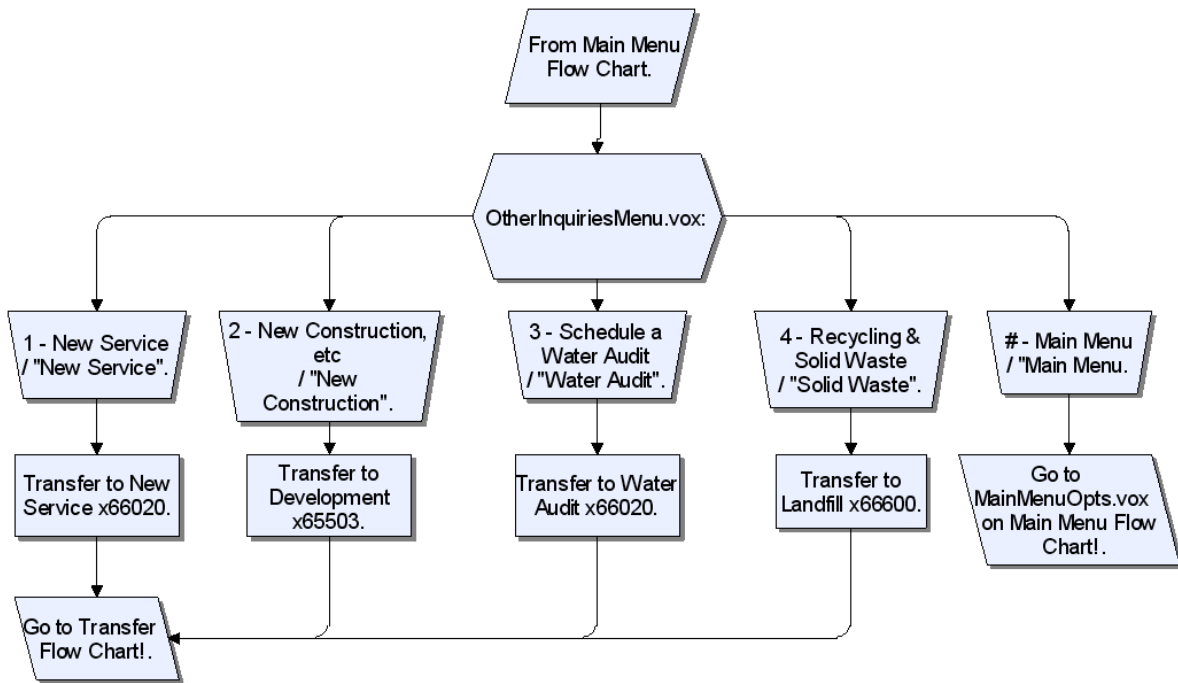
# Prompt Handling Flow Chart



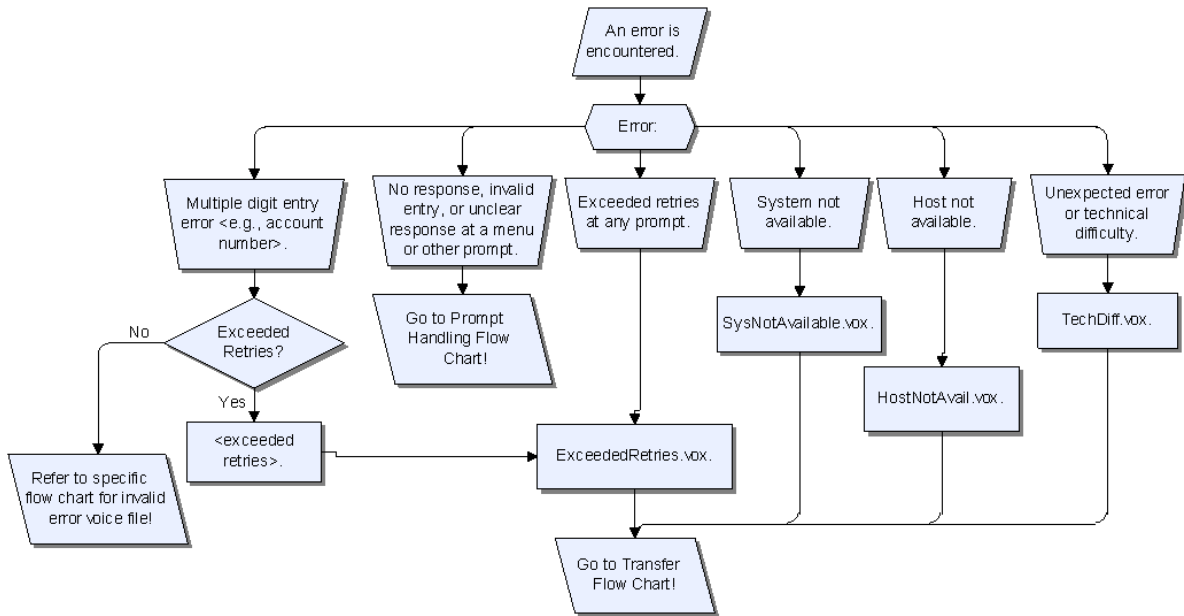
## Transfer Flow Chart



## Other Inquiries Flow Chart



## Error Handling Flow Chart



## EXHIBIT K4

### Dynamic Web Questions

#### Overview

Currently Orange County Utilities has the ability to configure and deploy as many dynamic web survey questions about their experience with the IWR as desired. All verbiage for dynamic survey questions can be created within the administrative web pages and can be enabled or disabled on the fly.

#### Requirements

The system allows three styles of answer types:

- Text Field – Where customers may enter free form text
- Radio Button – Where customers may select one of multiple options
- Check Box – Where customers may select zero, one or multiple options

For Radio Button and Check Box answer types the administrator has the ability to create the text that is appropriate for each option.

- Yes/No
- Poor/Good/Fair/Excellent
- Water Customer/Sewer Customer/Garbage Customer

To maintain the integrity of the survey questions and provide appropriate reporting, survey questions and their answer types are not editable once the question has been submitted within the Administrative web pages. Changes to questions are implemented by removing one question and adding another.

Two types of reports are provided for dynamic surveys:

- Summary Report – A summary of the options that the customers have selected
- Details Report – A list of all answers for which a given customer has responded

## EXHIBIT K5 E BILLING

### General

- Allow customers to enroll in E-billing through online services (Interactive Web Response - IWR), and receive electronic copy of their bills.
- Provide an automated method to generate an E-bill extract for customers enrolled in E-billing.
- Provide for the creation of E-bill in PDF format for online display to be available at all times.
- Provide an automated notification to customers enrolled in the E-billing program.
- This extension will be developed based on CC&B Release 2.4.02.
- Only the primary person on the account will receive email for availability of on-line bill.

### Approach

- ◆ The approach by which OCU will generate a bill extract for E-bill customers, generate PDF bills through DOC1, encrypt and move the PDF's to the IWR server, and notify customers that their bills are ready to be viewed is outlined below.

This interface will consist of multiple processes as follows:

- Allow the customer to establish a new online account prior to registering for E-billing.
- Allow the customer to access their online account and enroll in E-billing.
- Allow the customer to cancel E-billing enrollment.
- A batch process is used to create a customer contact, create a dashboard alert, and update bill route type of the account when a customer enrolls in E-billing. Restore the postal routing when customer de-enrolls from E-billing.
- Encrypt the E-bills and move them to IWR server for online viewing.
- Maintain up to twelve consecutive recent E-bills for customer viewing.
- Notify the customer via email of the E-bill availability. The email will contain a link to a website allowing the customer to log on and view a copy of the E-bill.
- Configure a Customer Contact Class (WEB) for web related customer contacts.
- Configure a Customer Contact Type (NEW-ENROLL – New E-billing Enrollment) that will be created when a customer enrolls in E-billing. Requires Customer Contact characteristics for Account ID and the Person ID.
- Configure a Customer Contact Type (DE-ENROLL –E-billing De-Enrollment) that will be created when a customer Un-enrolls from E-billing. Requires Customer Contact characteristics for Account ID and the Person ID.
- Configure a Customer Contact Type (RE-ENROLL –E-billing Re-Enrollment) that will be created when a customer Re-enrolls in E-billing. Requires Customer Contact characteristics for Account ID and the Person ID.

- Configure a Customer Contact Type (EMAIL\_CHANGE – Email Address Change) that will be created when a customer updates email address. Requires Customer Contact characteristics for Account ID and the Person ID.

### **E-billing Enroll and De-Enroll – EBILLING**

Currently a custom batch process selects each unprocessed record from the E-bill staging table, creates a Customer Contact and a dashboard alert, and updates the bill route type of the main person to 'EBILLING' (Electronic Billing) when a customer enrolls in E-billing.

### **Email Bill Routing Batch Process**

Currently a bill routing process creates the flat file that is interfaced to the bill print software. This process uses all bill routing extract records associated with its batch control that are marked with a supplied run number. If a run number is not supplied, the process extracts bill routing extract records marked with the current run number.

### **Bill Extract Algorithm**

Currently a custom algorithm constructs the records that contain the information that appears on the formatted bill. It calls bill routing row maintenance and extracts appropriate routing type for the bill extract. Once the bill information is extracted, it then populates the E-Bill extract table that will eventually be used by the emailing software for notifying the customer via email.



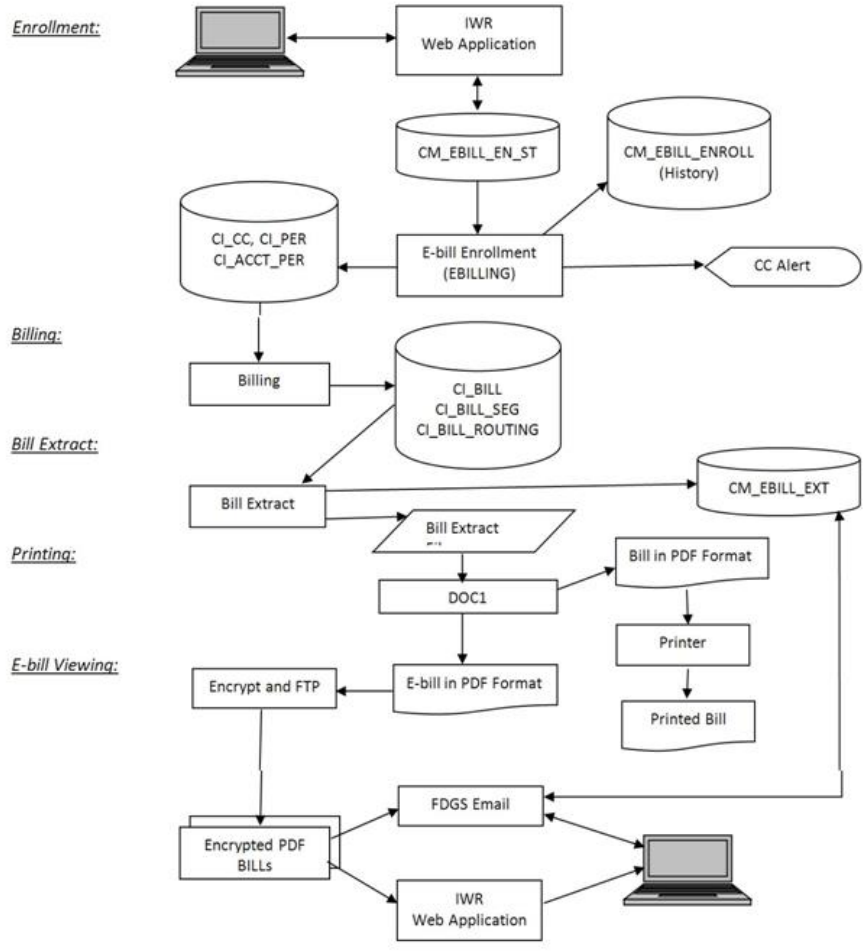


EXHIBIT K6  
**Business Process for Outdial Campaigns**

The vendor's system includes an application for Outdial calling to customers. The outdial calls are classified into two types:

**Automatic Outdial Calls:**

These are calls that require a single call to a customer to communicate a message, with no follow-up call to the customer required. The call records are generated by an automatic process in CC&B, and managed by automatic processes in the Outdial application.

The automatic Outdial Campaigns were originally designed to deliver Delinquent notices to customers, and are sometimes described using the terminology "Delinquent" outdial calls.

The following identifies the available Automatic Outdial campaigns with their required system ID.

- 01 Delinquent – Less Severe
- 02 Delinquent – More Severe
- 15 Scheduled Audit Reminder
- 16 High Consumption Notification
- 17 New Customer Welcome

**Outage Outdial Calls:**

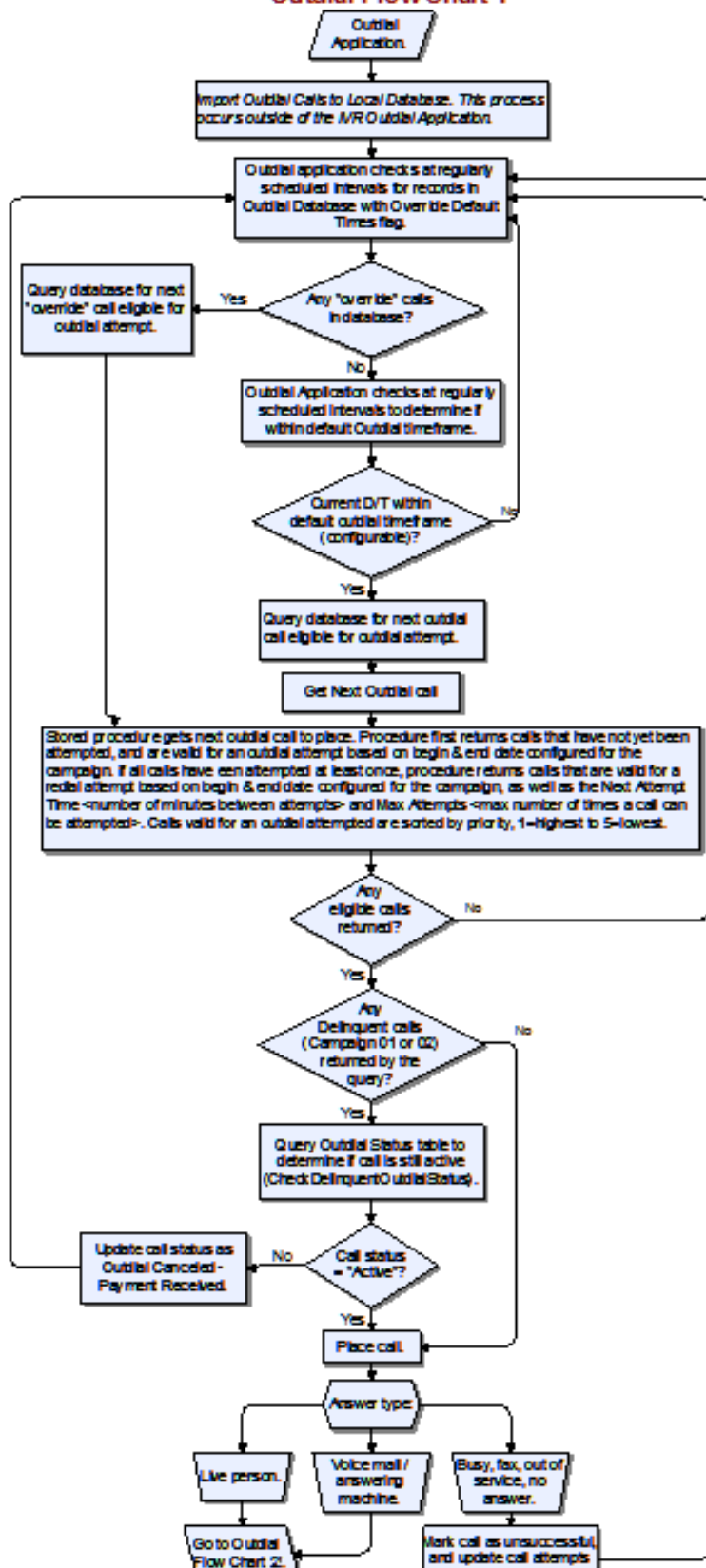
These are calls that are placed to customers to inform them of an outage, or that an outage has been resolved. The call records are generated manually and the campaigns managed by OCU using the System Administration Application. Outage Notification Outdial Campaigns are conducted in two phases: Phase 1 will inform customers when an outage is / will be occurring in their area, the date the event begins/ends (if available), and an estimated time for repairs (if available); Phase 2 will inform customers when an outage is resolved.

The following list identifies the available Outage Notification campaigns with their required system ID. For purposes of identifying and managing campaigns, Phase 1 and Phase 2 of Outage Notification campaigns are treated as separate campaigns:

- |                            |                            |
|----------------------------|----------------------------|
| 03 Pump Down               | 04 Pump Up                 |
| 05 Boil Water Start        | 06 Boil Water Stop         |
| 07 Water Outage Start      | 08 Water Outage Fixed      |
| 09 Reclaim Outage Start    | 10 Reclaim Outage Fixed    |
| 11 Wastewater Outage Start | 12 Wastewater Outage Fixed |
| 13 Line Flushing Start     | 14 Line Flushing Stop      |

An outdial call will be attempted up to three times if previous attempts were not successful. After a third unsuccessful attempt, the call is no longer attempted. For Outage campaigns, if a Phase 1 call is unsuccessful after three attempts, a Phase 2 call will not be placed for this call record.

### Outdial FlowChart 1



Manage Outdial Outage Notification Campaign

Campaign ID: 7131  
Outage: Water Outage Test  
Description: Water Outage Test Campaign  
Outage Comments:

Phase 1: Outage Notification Calls

\*\*\* Phase One Complete \*\*\*

Phase 2: Follow-up Calls / Situation Resolved

Begin Placing Calls: m/d/yyyy  : : AM   
Stop Placing Calls: m/d/yyyy  : : PM

Date & Time Service Restored:  Use Restore Date 8/26/2014  Use Restore Time 11:59:59 PM

\* Date & Time Service Restored fields are optional. Entering a date and time will inform the customer that the specific Date and Time that service was restored. If the Time field is left blank, only the date the service was restored will be played to the customer. To play the Time, both the Date and Time fields must be complete. If no Date and Time are entered (or if only the Time field is complete), the customer is simply informed that service has been restored.

Override Days: Sun Mon Tue Wed Thu Fri Sat  
        
Override Begin Time: 12:30:00 AM  
Override End Time: 11:59:59 PM

Message: Water Outage Fixed  
Priority: 5 - Lowest Priority  
Message Repeat: 2 - Repeat Message

Verify that the dates and times are correct and are in the future.

Launch Phase Two End Campaign - No Follow-up Calls Required

Undo Changes

## EXHIBIT K7 CSR AutoPay Module

### CSR AUTOPAY MODULE

The Orange County Utilities CSR AutoPay Module is an intranet application available to OCU Customer Service Representatives (CSRs) and Managers. This Module provides a method for CSRs and Managers to assist customers in signing up for, updating, or canceling enrollment in AutoPay.

The module provides the following functional pages for accessing AutoPay on behalf of OCU customers:

AutoPay Enrollment (Terms and Conditions, Enter Data, Confirmation)

AutoPay Edit (Update Information / Cancel Enrollment)

Error Page

The CSR AutoPay Module will access OCU host data via integration with CC&B. SQL calls will be used to query and retrieve information from the CC&B Production database. The CSR AutoPay Module uses the same queries used by the IWR for AutoPay. When the CSR AutoPay Module needs to write information (make updates) to the database, that data will be written to a Staging database server designated by OCUD and thereafter be handled by OCUD and CC&B

### Orange County Utilities AutoPay

OCUD Account Number                     

**To enroll this account in AutoPay, you must read and acknowledge the following terms and conditions.**

-You must continue to pay your monthly bill until the words "Do Not Pay" display in the Amount Due section of your bill.

-Payment for the full amount due will be charged to the credit card you provide ten calendar days after the billing date.

-If the payment is declined, you will be responsible for paying your bill including any and all late fees and penalties.

I have read and agree to the Terms and Conditions for AutoPay

Enroll in AutoPay

Home Menu History Account

Main Auto Pay Persons Financial Balances Bill Messages C & C Budget Deposits Characteristics Alerts Account Portal

Account Account ID 7741626200 2

Account Auto Pay 1 of 7

Start Date 08-19-2013 End Date Auto Pay ID 7741642100

Auto Pay Source Code APMC MC Credit Card for Autopay Auto Pay Method Direct Debit

External Account ID 3911 **CSR Autopay Application**

Expires On 08 / 2016

Name

Maximum Withdrawal Amount \$0.00

Comments Updated Credit Card Information - Loaded On 19-AUG-2013 07:14:39AM BY

## EXHIBIT K8 CSR Web Payment Module

### CSR WEB PAYMENT MODULE

The Orange County Utilities CSR Web Payment Module is an intranet application available to OCU Customer Service Representatives (CSRs) and Managers. This Module provides a method for CSRs and Managers to assist customers in making credit card payments.

The module provides the following functional pages for making credit card payments:

Credit Card Payment

Credit Card Authorization

Credit Card Result

Error Page

The OCU Web Payment module will reside on the vendor's application server. The system will use a database server and a staging server. The module will access OCU host data via integration with CC&B.

SQL calls will be used to query and retrieve information from CC&B Production database. This module uses the same queries used by the IWR. When the CSR Web Payment Module needs to write information (make updates) to the database, that data will be written to a staging database server designated by OCU and thereafter handled by OCU and CC&B.

The screenshot shows a web browser window titled "Orange County Web Applications - Windows Internet Explorer". The address bar displays the URL "https://owpcis06/webpayment/CCPayment.aspx". The browser's menu bar includes "File", "Edit", "View", "Favorites", "Tools", and "Help". The Favorites bar contains several icons, including "AccessNet", "Holiday", "Google", "PPT 0814", "TST PPT 072014", "MY REPORTS", "AccessNet 03", "WEB 03", "TST testing1", "UCISSP1", "Xtranet - Extranet1", and "WEB PROD". The main content area features a blue header with the text "Orange County Utilities" and "Credit Card Payment". Below the header, there is a navigation sidebar on the left with an "EXPLORE" button and links for "Orange County Home Page" and "Utilities Home Page". The main content area contains a form with the following fields: "Account Number" (with a masked input), "Balance Due" (displaying "\$0.00"), "Credit Card Number" (with a text input), "Expiration Date" (with "Month..." and "Year..." dropdowns), "Billing Zip Code" (with a text input), and "Payment Amount" (displaying "\$ 0.00"). Below the form, there is a disclaimer: "You are responsible for the information entered for your payment. If incorrect information is entered, your payment may not be posted to your account, and additional fees may apply." and a "Continue" button. At the bottom of the page, there is a link that says "Close this window".

**EXHIBIT K9**  
**CURRENT VOICE SCRIPTS FOR THE OUTDIAL CAMPAIGNS**

**03 – PUMP DOWN:**

ODUrgentGreet.vox: This is an urgent call from Orange County Utilities.  
ODPumpDown1.vox: The pump station in your area  
ODPumpDownStart.vox: is scheduled to be out of service beginning <OutageDate>  
At.vox: at <OutageTime>  
ODPumpDownInstruct.vox: Please disconnect any water operated equipment that may be damaged by lack of water supply from the power source until proper pressure has been restored.  
ODPumpDownEst.vox: We estimate the pump will be out of service for <OutageDuration>  
Days.vox/Hours.vox: Days / Hours

**04 – PUMP UP:**

ODImpGreet.vox: This is an important call from Orange County Utilities.  
ODPumpUp.vox: Service to the pump station in your area has been restored  
AsOf.vox: as of <OutageDate>  
At.vox: at <OutageTime>  
ODPumpUpInstruct.vox: You may resume normal water usage. Any water operated equipment that was disconnected during the outage may now be returned to normal operation.

**05 – BOIL WATER:**

ODUrgentGreet.vox: This is an urgent call from Orange County Utilities.  
ODBoilWater1.vox: Residents in your area have been put on a boil water advisory. You are advised that all water to be used for drinking, cooking, making ice, brushing teeth or dishwashing must be brought to a rolling boil for at least one minute before use.  
Beginning.vox: beginning <OutageDate>  
At.vox: at <OutageTime>  
ODBoilWaterEst.vox: Orange County Utilities estimates that this advisory will be in effect for <OutageDuration>  
Days.vox/Hours.vox: Days / Hours

**06 – BOIL WATER COMPLETE:**

ODImpGreet.vox: This is an important call from Orange County Utilities.  
ODBoilWaterStop1.vox: The boil water advisory for your area has ended.  
AsOf.vox: as of <OutageDate>  
At.vox: at <OutageTime>  
ODBoilWaterStop2.vox: Residents may now safely use household water without boiling.

**07 – WATER OUTAGE START:**

ODUrgentGreet.vox: This is an urgent call from Orange County Utilities.  
ODWaterOutage1.vox: Water service to your area  
ODOutageStart.vox: is scheduled to be interrupted beginning <OutageDate>  
At.vox: at <OutageTime>  
ODOutageEst1.vox: Orange County Utilities estimates that the outage will be in effect for <OutageDuration>  
Days.vox/Hours.vox: Days / Hours  
ODOutage3.vox: Notification will be made when service has been restored.

**08 – WATER OUTAGE COMPLETE:**

ODImpGreet.vox: This is an important call from Orange County Utilities.  
ODWaterOutage1.vox: Water service to your area  
ODOutageFixedDate.vox: was restored as of <OutageDate>  
At.vox: at <OutageTime>



### **09 – RECLAIM OUTAGE START:**

ODUrgentGreet.vox: This is an urgent call from Orange County Utilities.  
ODReclaimOutage1.vox: Reclaimed water service to your area  
ODOutageStart.vox: is scheduled to be interrupted beginning <OutageDate>  
At.vox: at <OutageTime>  
ODOutageEst1.vox: Orange County Utilities estimates that the outage will be in effect  
for <OutageDuration>  
Days.vox/Hours.vox: Days / Hours  
ODOutage3.vox: Notification will be made when service has been restored.

### **10 – RECLAIM OUTAGE COMPLETE:**

ODImpGreet.vox: This is an important call from Orange County Utilities.  
ODReclaimOutage1.vox: Reclaimed water service to your area  
ODOutageFixedDate.vox: was restored as of <OutageDate>  
At.vox: at <OutageTime>

### **11 – WASTEWATER OUTAGE START:**

ODUrgentGreet.vox: This is an urgent call from Orange County Utilities.  
ODWWOutage1.vox: Wastewater service to your area  
ODOutageStart.vox: is scheduled to be interrupted beginning <OutageDate>  
At.vox: at <OutageTime>  
ODOutageEst1.vox: Orange County Utilities estimates that the outage will be in effect  
for <OutageDuration>  
Days.vox/Hours.vox: Days / Hours  
ODWWOutageInstruct.vox: Please make every effort to limit generation of wastewater until  
service is restored. This includes use of showers, sinks, toilets,  
dishwashers, and washing machines.  
ODOutage3.vox: Notification will be made when service has been restored.

EXHIBIT L  
EXHIBIT L-1 RED FLAG RULES

# Orange County Utilities Department



## Identity Theft Prevention Program

In Compliance With the Fair and Accurate Credit Transaction Act of 2003 Red Flag Rule  
Effective May 1, 2009

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**I. Program Purpose**

This program is intended to identify red flags that will alert Customer Service staff to the use of false information for the purpose of establishing fraudulent accounts or performing fraudulent transactions under existing accounts. Orange County Utilities recognizes the important responsibility of safeguarding customers’ personal information. This program was developed to that end, and it institutes guidelines and measures to respond to and prevent fraudulent activities.

**II. Program Adoption**

The Orange County Utilities Department (OCUD) developed this Identity Theft Prevention Program pursuant to Section 114 of the Fair and Accurate Credit Transaction (FACT) Act of 2003. The size, complexity, nature and scope of OCUD’s operations were taken into consideration during the development of this program.

**III. Program Definitions**

**Identity Theft** – Is defined by the Red Flag Rule as fraud committed using the identifying information of another person.

**Red Flags** – Are patterns, practices or specific activities that indicate the possible existence of identity theft.

**Creditor** - Under the Red Flag Rule, OCUD is a creditor subject to the Rule requirements. It defines creditors “to include finance companies, automobile dealers, mortgage brokers, utility companies, and telecommunication companies. Where non-profit and government entities defer payment for goods or services, they, too, are to be considered creditors.”

**Covered Accounts** - The Rule defines covered accounts to include utility accounts. All utility accounts held by customers, whether residential, commercial or industrial, are covered by the Rule.

**IV. Risk Assessment**

The Customer Service Division conducted an internal risk assessment to identify those red flags that apply to OCUD’s operations. The assessment evaluated the current procedures used to open new accounts and the methods used to access and change information on existing accounts.

**V. Responsibility**

OCUD must protect the customer data collected during business processes and is committed to implementing policies and procedures that meet the standards established by the federal FACT Act and the Federal Trade Commission (FTC). A Red Flag Committee has been established to create, update and monitor this program. The titles and roles of the individuals on the committee are listed below:

| <b>Department / Division</b> | <b>Title</b>  | <b>Role</b>   |
|------------------------------|---|---|
| Utilities                    | Utilities Director                                  | Review and approve OCUD’s Identity Theft Prevention Program.  |
| Utilities / Customer Service | Division Manager                                    | Oversee, develop, implement and administer OCUD’s Identity Theft Prevention Program.                |
| Utilities / Customer Service | Section Manager – Customer Contact                  | Review day-to-day procedures, opening of new accounts and monitoring activity on existing accounts. |
| Utilities / Customer Service | Section Manager – Customer Information System (CIS) | CIS data integrity/support, commercial accounts.  |
| Utilities / Customer Service | Section Manager – Revenue                           | Billing and collection management functions.  |
| County Attorney’s Office     | Assistant County Attorney                           | Legal advice and support.   |

## VI. Red Flags Identified and Procedures for Mitigation

### A. Notifications and Warnings From Credit Reporting Agencies (CRA)

| Number | Red Flag  | Procedure / Mitigation   |
|--------|---|--|
| 1      | Report of fraud accompanying Equifax credit reports or any other reports from a CRA.                  | Customer must come into the office with two valid forms of identification to initiate service. |
| 2      | Notice or report from Equifax or any other CRA of an active duty alert for an applicant.              | Customer must come into the office with two valid forms of identification to initiate service. |
| 3      | Notice of credit freeze from Equifax or any other CRA in response to a request for a consumer report. | Customer must come into the office with two valid forms of identification to initiate service. |

### B. Suspicious Documents Provided in Person

| Number | Red Flag  | Procedure / Mitigation  |
|--------|---|---|
| 1      | Identification documents and cards that appear to be forged, altered or inauthentic.  | Account will not be initiated until the customer is able to provide two valid forms of identification.          |
| 2      | Identification documents and cards where the photograph or physical description is not consistent with the person presenting the documents to establish an account. | Account will not be initiated until the customer is able to provide two valid forms of identification.          |
| 3      | Other information on identification documents and cards that is not consistent with information provided by the person opening the account.                         | Account will not be initiated until the customer is able to provide two valid forms of identification.          |
| 4      | Any other documentation that is inconsistent with any existing information for that customer.   | Account will not be initiated until the customer is able to provide two valid forms of identification.          |
| 5      | Applications for service and related documentation that seems forged or somehow altered.  | Account will not be initiated until the customer is able to provide valid copies of the documentation required. |

### C. Suspicious Personal Identifying Information

| Number | Red Flag  | Procedure / Mitigation  |
|--------|---|---|
| 1      | Identifying information that is inconsistent when run through Equifax, such as Social Security numbers (SSN) that have not been issued or returned as belonging to a deceased individual. | Obtain confirmation from the customer to ensure a transposition error did not occur. If the inconsistency remains, the customer must come into the office with two valid forms of identification to initiate service. |

|               |  |  |
|---------------|--|--|
| 2             | Identifying information that is inconsistent with other information previously provided by the customer.   | Obtain confirmation from the customer to ensure a transposition error did not occur. If the inconsistency remains, the customer must come into the office with two valid forms of identification to initiate service.  |
| 3             | Identifying information that is the same information presented on instances known to be fraud.   | Obtain confirmation from the customer to ensure a transposition error did not occur. If the inconsistency remains, the customer must come into the office with two valid forms of identification to initiate service.  |
| <b>Number</b> | <b>Red Flag</b>  | <b>Procedure / Mitigation</b>  |
| 4             | Identifying information that is commonly associated with fraudulent activity such as fictitious addresses.   | Obtain confirmation from the customer to ensure a transposition error did not occur. If the inconsistency remains, the customer must come into the office with two valid forms of identification to initiate service.  |
| 5             | Social Security number already assigned in the system to another customer.   | Obtain confirmation from the customer to ensure a transposition error did not occur. If the inconsistency remains, the customer must come into the office with two valid forms of identification to initiate service.  |
| 6             | Customers failing to provide all required personal identifying information in response to notification that their application for service is incomplete. | Customer must come into the office with two valid forms of identification to initiate service. OCUD prefers, but does not require, customers to provide their Social Security Number (SSN). Service can be started based on two valid forms of identification. However, if a SSN is not provided, the customer is required to pay full deposits to initiate service. |
| 7             | Identifying information that is not consistent with information already in the system.   | Obtain confirmation from the customer to ensure a transposition error did not occur. If the inconsistency remains, the customer must come into the office with two valid forms of identification to initiate service.  |

### D. Suspicious Account Activity or Unusual Use of Account

| <b>Number</b> | <b>Red Flag</b>   | <b>Procedure / Mitigation</b>   |
|---------------|---|---|
| 1             | Accounts used in a manner commonly associated with fraud patterns. For instance, customers who make an initial payment but no subsequent payments.  | Accounts where payments are not made go through OCUD's regular collection process and may ultimately result in service disconnection.   |
| 2             | Accounts used in a manner that is not consistent with established patterns of activity on the account. For instance, missed payments when there is no history of late or missed payments. | Accounts where payments are not made go through OCUD's regular collection process and may ultimately result in service disconnection.   |
| <b>Number</b> | <b>Red Flag</b>   | <b>Procedure / Mitigation</b>   |
| 3             | Mail sent to the account holder is repeatedly returned as undeliverable.  | Returned mail is reviewed and the customer's account is notated. An effort is made to obtain an accurate mailing address. Typically, these accounts result in non-payment, go through OCUD's regular collection process and may ultimately result in service disconnection. |
| 4             | Notice to the utility that a customer is not receiving mail sent by the utility.  | Customer is contacted to verify billing address to ensure that future bills are delivered in a timely manner.   |
| 5             | Notice to the utility of unauthorized charges or transactions in connection with a customer's account.  | Customer must be referred to their financial institution to follow through. The Utilities Account Supervisor in the Cash Work Group will be notified to investigate the transaction and take any other actions deemed appropriate.  |

### E. Alerts From Others

| <b>Number</b> | <b>Red Flag</b>   | <b>Procedure / Mitigation</b>   |
|---------------|---|---|
| 1             | Notice to the utility from a customer, identity theft victim, law enforcement agency or other person that it has opened or is maintaining a fraudulent account for a person engaged in identity theft activities. | The account will be investigated to determine if it was set up fraudulently. If that is the case, service will be terminated, and the victim of identity theft will not be responsible for the charges. |

## **VII. Detecting Red Flags**

### **A. New Accounts**

Customer Service staff will take the following steps to obtain and verify the identity of customers opening new accounts:

- 1) Verify customer's identity by using Equifax if starting service over the phone.
- 2) Require two forms of identification prior to opening an account if starting service in person.
- 3) Review all documentation showing the existence of a business entity.
- 4) Require current letterhead for commercial accounts identifying individuals authorized to transact on behalf of the company.

### **B. Existing Accounts**

Customer Service staff will take the following steps to monitor transactions with existing accounts:

- 1) Verify the identity of the customer through confirmation of the last four digits of the customer's Social Security number. This is a requirement every time that a customer requests changes to information on their account or requests that additional services be added to their account.
- 2) If no SSN is on the account, verify customer by using the secondary form of ID (driver's license, passport, tax ID, state ID, etc.)

## **VIII. Preventing and Mitigating Identity Theft**

Anytime Customer Service personnel detect any of the identified red flags, they will take one or more of the following steps depending of the severity of the situation:

- Continue to monitor the account for evidence of fraudulent activity and identity theft.
- Contact the customer.
- Inform the corresponding supervisor for determination of appropriate steps to follow.
- Determine that no response is needed given the particular circumstances.
- Close any breached accounts and open new ones if needed.
- Determine if charges on an account opened fraudulently can be transferred to the appropriate person.
- Determine if the alleged victim of identity theft will or will not be responsible for any charges incurred.
- Enter comments under affected accounts with all findings and actions taken.
- Notify the Orange County Sheriff's Office.

## **IX. Protecting Customer Identifying Information**

To further prevent the likelihood of fraudulent activity and identity theft, the OCUD will enforce the following steps with respect to internal operating procedures:

- 1) Instruct all employees to secure their computers while away from their desks.
- 2) Continue to limit system access on a "need to know" basis.
- 3) Train all Customer Service staff on how to identify, detect and react to red flags.
- 4) Run background checks during the hiring process.
- 5) Provide employees with any updates to this program.
- 6) Randomly screen employee interaction with customers.
- 7) Instruct all employees to place all trash or recycle papers in the shredding bins.



To further prevent the likelihood of fraudulent activity and identity theft, the Orange County Fiscal & Admin Support's Information Technology group will enforce the following steps with respect to internal operating procedures:

- 1) Ensure that website is secured.
- 2) Ensure computer virus protection is regularly updated.

#### **X. Fraud Victim Record Request**

All non-law enforcement record requests of business transactions relating to fraudulent activities and identity theft victims will be directed to the Customer Contact Section Manager.

#### **XI. Program Updates**

Annually, Customer Service management staff will review this Identity Theft Prevention Program to ensure compliance and to identify and mitigate new risks. Experience obtained from dealing with these situations will be considered when updating the program. Following approval of updates by the Department Director, employees will be made aware and trained on changes to the program.

#### **XII. Approval**

| Orange County Utilities<br>Director | Signature                  | Date     |
|-------------------------------------|----------------------------|----------|
| Michael L. Chandler                 | <i>Michael L. Chandler</i> | 4/1/2009 |



## **12 – WASTEWATER OUTAGE COMPLETE:**

ODImpGreet.vox: This is an important call from Orange County Utilities.  
ODWWOutage1.vox: Wastewater service to your area  
ODOutageFixedDate.vox: was restored as of <OutageDate>  
At.vox: at <OutageTime>

## **13 – LINE FLUSH START:**

ODUrgentGreet.vox: This is an urgent call from Orange County  
**Utilities.**  
ODLFOutageIntro.vox: The Utilities water division staff will be in your area  
flushing water mains as a part of our routine  
preventative maintenance program on the water  
distribution system.  
ODLFOutageStart.vox: It is scheduled to begin on <OutageDate>  
At.vox: at <OutageTime>  
ODLFEst1.vox: Orange County Utilities estimates that this phase of our  
maintenance program will continue for  
<OutageDuration>  
Days.vox/Hours.vox: Days / Hours  
ODLineFlush.vox: Our Unidirectional Flushing Program is conducted  
during the day and should not cause any interruption in  
service. You may notice reduced water pressure and  
some water discoloration. This is a harmless condition  
that can be cleared by running your water for a few  
minutes. If you have questions, please call us Monday  
through Friday, from 8:00 am to 5:00 pm at 407-836-6800  
or at 407-836-2777 all other times. Thank you for your  
patience while we perform this necessary work.

## **14 – LINE FLUSH COMPLETE:**

ODImpGreet.vox: This is an important call from Orange County Utilities.  
ODLFOutage1.vox: Water line flushing in your area  
ODLFStopDate.vox: was completed as of <OutageDate>  
At.vox: at <OutageTime>

## **Exhibit M** **GLOSSARY**

|                     |  |
|---------------------|--|
| Account             | An account represents a contractual relationship or business arrangement between a customer and an organization providing products or services.  |
| Account Number      | A unique sequence of numbers assigned to a cardholder account that identifies the issuer and type of financial transaction card.   |
| ACH                 | Automated Clearing House is a regional organization used by member banks to electronically transfer funds between members.   |
| Adjustments         | Used to process disputes or discrepancies with other financial institutions.   |
| Alerts              | Flags or messages attached to an account that alerts viewers to special information linked to the account. Examples of alerts are, Life Support, Cash Only, etc.   |
| Authentication      | The process by which Authentication Tokens are verified to establish the identity of a STAR Account Holder.  |
| Authorization       | The act of ensuring the cardholder has adequate funds available against their line of credit. A positive authorization results in an authorization code being generated, and those funds being set aside. The cardholder's available credit limit is reduced by the authorized amount. |
| Autopay             | A system that allows customers to authorize the direct debit of their credit card to pay for services.   |
| BCC                 | Board of County Commissioners  |
| Bank Routing Number | The first nine digits that appear across the bottom of a personal check; they identify the financial institution.  |
| Baseline Product    | The licensed software proposed for the CIS project without modification or additions to the core application.  |
| Batch               | The accumulation of captured transactions waiting to be settled. Multiple batches may be settled throughout the day.   |
| Business Day        | A day on which a Federal Reserve Bank to which a Member may send applicable items for presentment is open for business, other than a state bank holiday.   |

|                     |  |
|---------------------|--|
| Change Request      | Any project related change request must be documented using a formal Change Request describing the need for the required change. All change requests become a permanent project artifact. Once the change request is complete it is shared with the vendor. The vendor will complete the change response form.   |
| Change Response     | The change response form must be completed by the vendor documenting all hours and costs associated with the required change. All change responses become a permanent project artifact. Before the vendor can proceed with the required change approval signatures are required to approve or deny the change.   |
| Chargeback          | A transaction that is challenged by a cardholder or card issuing bank and it is sent back through interchange to the merchant bank for resolution.   |
| Chip                | A small square of thin semiconductor material, such as silicon, that has been chemically processed to have a specific set of electrical characteristics such as circuits storage, an/or logic elements.  |
| Collection Agency   | A contractor enlisted to collect unpaid debt. Orange County Utilities currently has a contract with Penn Credit for this service.  |
| CONTRACTOR'S System | The Licensed Software, hardware and firmware provided directly by CONTRACTOR or the third-party providers that is described in the RFP, response to RFP, and list and description of enhancements, modifications and interfaces that the CONTRACTOR represents will modernize Orange County's existing Utility Customer Information and Billing Systems, processes, procedures, and requirements to provide a long-term fully automated solution that is user-friendly, proven in production in a large utility environment, and powerful enough to meet the current and future needs of the County. |
| CORE                | Software used for payment processing in Cashiering workgroup   |
| Credit Card         | A plastic card with a credit limit used to purchase goods and services and to obtain cash advances on credit for which the cardholder is subsequently billed by the issuer for repayment of the credit extended.   |
| CSR                 | Customer Service Representative  |
| CSR Payment Module  | Customer Service Representative Payment Module is used when customers who lack access to a computer call the CSS and ask them to make a credit card payment  |

|                     |   |
|---------------------|---|
| CVV                 | Card verification value   |
| Dashboard           | A management desktop ADHOC reporting feature that allows management to track specified activity levels and/or events on a real time basis.  |
| Database            | A collection of data organized and designed for easy access; e.g., a collection of customer names and addresses.  |
| Data Encryption     | The process of transforming processing information to make it unusable to anyone except those processing special knowledge, usually referred to as a key.   |
| Debit Block         | An ACH debit block may be fraudulent, thus many companies install ACH debit blocks on their accounts, and this prevents such debits except for those that are authorized in advance.  |
| Debit               | A charge to a customer's bankcard account.  |
| Debit Card          | Any card that primarily accessed a Deposit Account.   |
| Debit Draft         | A method of payment whereby a customer authorized direct draft from their checking account to make payment on their account. The current debit draft system utilized by Orange County Utilities is referred to as "Easy Pay". |
| Declined            | The denial of an Authorization Request by, or on behalf of, an Issuer Member.   |
| Delinquent Accounts | Accounts with a past due balance.   |
| Deposit             | Funds or securities held in escrow.   |
| Easy Pay            | A system that allows customers to authorize the direct debit of their checking or savings account to pay for services.  |
| E-billing           | An optional service that delivers the full image of the bill electronically. This is an option we offer our customers who desire paperless billing.   |
| E-check             | The electronic equivalent of a paper check.   |

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| Financial Institution    | Any organization in the business of moving, investing, or lending money, dealing in financial instruments, or providing financial services. Includes commercial banks, thrifts, federal and state savings banks, thrifts, federal and state savings banks, saving and loan associations, and credit unions. |
| Deliverable              | Deliverable is any software element, incidental products, or other components specifically included in the contract or appendages there to.   |
| GIS                      | Geographic Information System. Orange County utilizes an ESRI product "ArcView" for this functionality.   |
| ESRI                     | Environmental Systems Research Institute. A software company that developed the Graphic Information System product utilized by Orange County Utilities.   |
| Go Live                  | The point in time which marks the implementation and changeover to the new system as a fully operational production environment used as the primary customer information/billing system for Orange County Utilities.  |
| Imaging                  | A hardware/software product used to scan documents and create an electronic image of the document.  |
| Interface                | An interface is the combination of hardware and software components that allow the exchange of data between two or more independent systems or databases.   |
| Merchant                 | A retailer, or any other person, firm, or corporation that, according to a merchant agreement, agrees to accept Credit cards Debit cards, or both, when properly presented.   |
| Milestone                | A milestone is a reference point that marks a major event in a project. Milestones are used to monitor the progress of a project.   |
| Near-Field Communication | Technology that enables Smartphones and other devices to establish radio communication with each other by touching them together or bringing them into proximity.   |

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| Not critical          | Not critical describes an issue that is not in state of emergency.   |
| OC4U                  | Orange Cares For You. A charity funded by contributions from Orange County Utility customers. May also be a payment source for customers in need of financial assistance.  |
| Payment Arrangement   | A payment arrangement between a Utility customer and Orange County to allow installment payments for a specific period of time. This term is sometimes referred to as "special arrangements". We require Utility customers to come into the office and sign the payment arrangement.   |
| Person I.D.           | Person I.D. is used in CC&B and contains basic information about the person; the values appear if the person is active in the database.  |
| Point Of Sale (POS)   | Location of a merchant where a customer makes a payment.   |
| Portal                | Portals are often the first page the web browser loads when users get connected to the Web or that users tend to visit as an anchor site.  |
| Product               | A complete copy of the source code and object code for the baseline software, contractor supplied custom modifications/configurations, interfaces, reports programs, and data conversion, and a complete copy of the object code for third-party software, development tools, and any other software provided by the contractor that is necessary to operate the specified system. |
| Real Time             | A level of computer responsiveness that a user perceives as immediate.   |
| Reason Code           | A code used to provide additional information to the receiving clearing member regarding the nature of a chargeback, subsequent presentment, fee collection, funds, disbursement, or request for a source document.  |
| Recurring Transaction | A transaction charged to the cardholder (with prior permission) on a periodic basis for recurring goods and services, i.e., utility bill   |



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| Requirements Documents | The Orange County RFP including all attachments and addendums as described during the fact-finding week.  |
| Sign-Off               | The formal acceptance of a deliverable or set of deliverables.  |
| Start Service          | The point in time when a connected service is “turned on” for a customer and the customer is billed for consumption/service.  |
| Terminate Service      | The point in time when a service agreement ends and the customer is no longer responsible for the service/consumption after this point in time.   |
| Somewhat urgent        | Somewhat Urgent (Medium) describes a condition is decreasing efficiency in a manner that does not impact overall operational performance, but would not prevent use of the application.   |
| Source Code            | In computing, source code is any collection of computer instructions including comments written using some human readable computer language usually as text specifically designed to facilitate the work of computer programmers.   |
| Solution               | A product, combination of products, services, or a mix of products and services that Orange County Utilities is seeking to address specific business needs as stated in this RFP. This solution will be integrated with all existing components that make up the entire CIS solution. |
| Survey                 | Customer service performance surveys are offered via the WEB when a customer signs into their account.  |
| Table                  | An object within a database that contains one or more rows of data.   |
| Test Environment       | The environment used for in-house production testing of features, functions, configuration, modifications, interfaces, updates, upgrades, patches, and reported errors. A duplicate copy of the production application(s) and database(s) including all modifications and interfaces. |

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| Third Party Application | Software product(s) not part of the baseline application, but may be used in concert with the baseline application to improve or supplement its functionality. Frequently involves additional license requirements. |
| Transaction             | Any even causing a change in the organization's financial position or net worth resulting from normal activity.   |
| Trigger Event           | An event or circumstance that is recognized by application software to initiate an action or process.   |
| Urgent                  | Urgent describes an event where operations decrease system effectiveness and efficiency, does not prevent use of the application, and requires immediate attention.   |
| Very Urgent             | Very urgent describes a critical event in which the system is inoperable or a major functional failure exists preventing use of the solution.   |
| Volume Test             | A series of procedures that are performed to verify the accuracy, timing, and integrity of converting a large data set.   |

## ACRONYMS

|      |   |
|------|---|
| ACH  | Automatic Clearing House                          |
| ANI  | Analog Number Identification                      |
| API  | Application Programming Interface                 |
| BCC  | Board of County Commissioners                     |
| CIS  | Customer Information System                       |
| CORE | One-Step Payment Processing                       |
| COM  | Component Object Model-GIS                        |
| CSR  | Customer Service Representative                   |
| CTI  | Computer Telephony Integration                    |
| DDA  | Demand Draft Account                              |
| DMZ  | De-militarized zone within our production Network |
| DPC  | Delivery Point Code-Bar Coding                    |
| EFT  | Electronic Fund Transfer                          |
| EMV  | Europay, MasterCard and Visa                      |
| FTP  | File Transfer Protocol                            |
| GIS  | Geographic Information System                     |
| ISS  | Information Systems and Services                  |
| IVR  | Interactive Voice Response                        |
| IWR  | Interactive Web Response                          |
| LAN  | Local Area Network                                |
| MOD  | Modification                                      |
| NFC  | Near-Field Communication                          |
| NSF  | Non-Sufficient Funds                              |
| PID  | Parcel Identification Number                      |
| POS  | Pont of Sale                                      |
| SOW  | Statement Of Work                                 |
| VBA  | Visual Basic Application-GIS                      |