

Issue Date: February 16, 2018

REQUEST FOR PROPOSALS

FOR

GROUP MEDICAL AND PHARMACY PLAN

RFP #Y18-1000

The Orange County Board of County Commissioners, Orange County, Florida, invites interested parties to submit proposals **no later than 2:00 PM, Tuesday, March 20, 2018**, for providing a group medical and pharmacy plan administrative services only 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 Kathy Bozeman, Purchasing Agent, at (407) 836-5636, whose email address is Kathy.Bozeman@ocfl.net. **You may contact Kathy Bozeman at any time during this process, including during the Black-Out Period.**

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE</u>
PURPOSE	2
INSTRUCTIONS TO PROPOSERS	2
TERMS AND CONDITIONS	3-11
DEBRIEFING OF PROPOSERS	9
PROPOSAL FORMAT	12-24
SELECTION CRITERIA	23
SCOPE OF SERVICES	25-39
EMERGENCY CONTACTS	40
ACKNOWLEDGEMENT OF ADDENDA	40
EMPLOYMENT DATA, SCHEDULE OF MINORITIES AND WOMEN	
SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM	
SCHEDULE OF SUBCONTRACTING – SDV PARTICIPATION FORM	
LOCATION	
CONFLICT/NON/CONFLICT OF INTEREST STATEMENT	
AUTHORIZED SIGNATORIES/NEGOTIATORS	
DRUG-FREE WORKPLACE FORM	
DISPLACED WORKER FORM	
LETTERS OF INTENT	
E-VERIFICATION CERTIFICATION	
RELATIONSHIP DISCLOSURE FORM & FREQUENTLY ASKED QUESTIONS (FAQ)	
ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT	
EXPENDITURE REPORT- FREQUENTLY ASKED QUESTIONS (FAQ)	
AGENT AUTHORIZATION FORM	
INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY	
EXHIBIT A	

REQUEST FOR PROPOSALS
FOR
GROUP MEDICAL AND PHARMACY PLAN
RFP #Y18-1000

PURPOSE

The Orange County Board of County Commissioners, Orange County, Florida, is soliciting sealed proposals for group medical and pharmacy plan administrative services only on a self-funded health plan for the Orange County Board of County Commissioners and its participating agencies.

INSTRUCTIONS TO PROPOSERS

Firms or companies desiring to provide services, as described in the Scope of Services, shall submit sealed proposals, one (1) original, ten (10) printed copies and two (2) electronic copies on CD or USB drive not later than **2:00 PM local time Tuesday, March 20, 2018**, 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. DEVELOPMENT OR ASSISTANCE IN DEVELOPMENT OF SPECIFICATIONS/ REQUIREMENTS/ STATEMENTS OF WORK

Firms and/or individuals that assisted in the development or drafting of the specifications, requirements, statements of work, or solicitation documents contained herein are excluded from competing for this solicitation.

This shall not be applicable to firms and/or individuals providing responses to a publicly posted Request for Information (RFI) associated with a solicitation.

3. CLARIFICATION

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

4. WITHDRAWAL OF PROPOSAL

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of one hundred and 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.

5. 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

6. 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.

7. INSURANCE

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

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

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

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

Required Coverage:

- Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$500,000 per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

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

Required Endorsements:

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

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

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

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

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

The certificate holder shall read:

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

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.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx>

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

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

- **Orange County Protest Procedures**
<http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx>

Failure to file a protest with the Procurement 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 Reception Desk at (407) 836-5635.

10. PUBLIC ENTITY CRIME

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

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

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor 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. CONTRACT TERM

It is the intent of the County to enter into a contract for an initial term of five (5) years, with a renewal clause for up to an additional five (5) years (total of 10 years of service) for services as described herein.

14. 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).

15. EQUAL OPPORTUNITY

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

Further, the Contractor shall abide by the following provisions:

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

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

16. 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 must be submitted in writing, by email to Kathy.Bozeman@ocfl.net no later than 5:00 PM Wednesday, March 7, 2018 to the attention of Kathy Bozeman, Procurement Division, referencing the RFP number. When required the Procurement Division will issue an addendum to the Request for Proposals. The addendum will be

available on the Internet for access by potential proposers. Proposers are instructed not to contact the initiating division directly. No oral interpretation of this Request for Proposals shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Procurement Division Manager. **You may contact Kathy Bozeman 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.

17. 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. 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.

18. 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 shall have been informed that they are being used as a reference and that the County may be contacting them.** More than one person can be listed but all shall have knowledge of the project. 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.

19. 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.

Additionally proposers shall note that the County has engaged a consultant to assist with the analysis of proposals, as a result proposals submitted shall be accessed by the County's designee (currently Robinson Bush, Inc.). Notwithstanding the above, the County's consultant shall be compelled to lawfully maintain the confidentiality of information exempt by law.

20. PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)

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

1. Keep and maintain public records required by Orange County to perform the service.
2. Upon request from Orange County's custodian of public records, provide Orange County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to Orange County.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to Orange County all public records in possession of the Contractor or keep and maintain public records required by Orange County to perform the service. If the Contractor transfers all public record to Orange County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.

5. A Contractor who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.
6. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT :**

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

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.

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

- Submit one (1) original, ten (10) printed copies and two (2) electronic copies on CD or USB drive for document management purposes. As noted below, electronic copies must contain Forms in Word or Excel format, not PDF. All responses and copies are to be submitted on 8 ½ x 11 inch paper, bound individually. 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.
- Both the original and each copy of the proposal shall include a copy of any attachments or exhibits. Clearly mark "ORIGINAL" on the original proposal and "COPY" on each of the copies. All pages in the proposal must be numbered sequentially and indicate the name of the Proposer. If printed material has been enclosed as an exhibit, reference the exhibit's identifying information and location in the body of a response to a question
- **NOTE:** In addition to the electronic copies above, the contractor shall provide documents in the format indicated for evaluation. See proposal format, Article 8, Health Plan RFP Attachments and Forms Guide for additional instructions.

The following information shall be submitted with your proposal and tabbed as indicated below. Failure to submit this information in its entirety will negatively impact the evaluation of your proposal.

Medical Claims Pricing and Medical Discount Pricing may be subject to onsite verification of accuracy at the Proposer's facility as a part of the evaluation process. If the County elects to visit the Proposer's facility, the visit will take place between March 26 and April 2, 2018. The Proposer will be notified in advance of the date and time of visit.

During the visit please be sure that all provider specific contract discount and pricing information be available for review. The provider specific discount and pricing information will be kept confidential and the information will not leave the Proposer's worksite. The provider specific discount and pricing information will be used to determine the accuracy of the reported aggregate amounts listed in the pricing information.

1. REQUIRED SUBMITTALS & MANDATORY FEATURES CHECKLIST (FORM 1) (TAB 1)

The following information (Items 1 through 14) should be submitted to insure that your proposal is adequately evaluated. Failure to provide this information will negatively impact the score of your proposal.

1. MANDATORY FEATURES CHECKLIST (FORM 1)

Proposer must complete all of the County's Required Submittal documents and the Mandatory Features Checklist (Form 1) in full and return a printed and authorized copy of the documents as an Original.

"Mandatory Features Checklist" shall be present in each proposal before further consideration will be given. The "Mandatory Features Checklist" shall be included in the RFP response. If the stated feature **IS** included in your proposal as requested, check "**Yes**". If the stated feature **IS NOT** included in your proposal, check "**No**".

IMPORTANT NOTE: YOUR PROPOSAL WILL BE DEEMED NON-RESPONSIBLE AND REMOVED FROM CONSIDERATION IF ANY MANDATORY FEATURE INDICATES A "NO" CHECK OR IF ANY 'YES' ANSWER INCLUDES EXCLUSIONS.

2. LOCATION FORM

3. INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY (IF APPLICABLE)

4. LEASED EMPLOYEE AFFIDAVIT (IF APPLICABLE)

5. EMERGENCY CONTACT

6. ACKNOWLEDGEMENT OF ADDENDA (IF APPLICABLE)

7. 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. M/WBE 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 on the County's website, ocfl.net, 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. Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola Counties) are eligible for Orange County 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 Contractor 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 in advance of submittal of proposal for information on acquiring and applying 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:
- Incorporate a 72-hour prompt payment assurance provision and payment schedule in all contracts between the prime and sub-Contractors.
 - 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.

- 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.
- 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.
- 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.
- 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 - MWBE 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 substitution approved, by the County prior to contract execution.

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

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

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

8. 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.

9. 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.

10. AUTHORIZED SIGNATORIES/NEGOTIATORS FORM

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

11. DRUG-FREE WORKPLACE FORM

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

12. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term, and an express requirement that Contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

<http://www.uscis.gov/portal/site/uscis>.

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

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

13. BONUS POINTS FOR HIRING OF DISPLACED WORKERS

Proposers may be awarded a maximum of five (5) bonus points for a commitment to hire displaced workers residing in Orange County, Florida as full-time employees **for the duration of the contract**. One point will be awarded for each new full-time hire up to and including a maximum of five (5) points. To be eligible for bonus points, Proposers must complete Form WR – Section I (attached) listing the number of displaced workers to be hired full-time and submit with the 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 full-time basis.

Within five (5) days after the contract award, the Proposer shall contact the Business Development Division Liaison at (407) 836-5484 to assist with meeting this requirement.

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 Business Development Division (BDD) Liaison. At its discretion, the County may periodically request submission of certified payrolls to confirm the employment status of program participants.

14. 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 ten (10) points.
- D. All SDV firms must be Orange County registered at the time of submittal of the proposal and must be registered in the area(s) for which they will be used. If a firm claims to be registered, but is not listed on the County's website, ocfl.net, the Proposer should obtain a copy of their Orange County registration and/or contact the Business Development Division at 407-836-7317 for verification of registration. Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola counties) are eligible for Orange County registration.
- E. Proposers shall submit signed Letters of Intent with their proposal. Proposers for all current Orange County registered subcontractors identified on the **SCHEDULE OF SUBCONTRACTING – SDV PARTICIPATION FORM**. These letters of Intent must indicate the scope of work to be performed by every registered SDV plus the percentage of the contract fees to be contracted to the listed subcontractor.

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

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

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

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

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

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

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

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

The Proposer shall contact the Business Development Division Liaison, at 407-836-8363 for any questions and/or concerns as it relates to Registered Service-Disabled Veterans.

2. **GROUP HEALTH AND PHARMACY PLAN WORKSHEET (FORM 2) (TAB 2)**

Proposer must complete all questions of the Health Plan Worksheet (Form 2) that includes Administration, Plan Design, Network, Plan Management, and Reporting in full and return: (1) a printed and authorized copy of the worksheet as an Original and ten copies, and (2) two electronic copies of this worksheet in a Word document (.docx, .doc format, not PDF) on CD-ROM or USB (place one CD or USB with response marked "Original"). You are not required to include a CD or USB with each of the copies.

IMPORTANT: See article 8, HEALTH PLAN RFP FORMS AND EXHIBITS GUIDE, for access to the required MS Word version of the file.

Do not alter the worksheet format. Answer the question without referring the reader to other portions of your proposal. Respond as briefly as possible, answering only the question asked. Indicate "not available" for missing information or "N/A" for information that is not applicable to your company.

For completion of Medical Claims Pricing in Section 8 of Form 2, please use the claims information provided in Exhibit D. **Proposers shall complete the pricing exercise; however, shall not submit the detailed information from Exhibit D.** The response in the Medical Claim Pricing section of Form 2 will be subject to validation by reviewing the completed Exhibit D and provider contracts onsite at the Proposer's facility as a part of the evaluation process. During the visit, please be sure that all provider specific discount and pricing information be available for review. The provider specific discount and pricing information will be kept confidential and the information shall not leave the Proposer's worksite.

For completion of the Provider Discount Pricing section of Form 2, please use the utilization and cost information provided in Exhibit E. **Proposer shall complete the exercise; however, shall not submit the detailed information with the proposal.** The responses in the Provider Discount Pricing section of Form 2 will be subject to validation by reviewing the completed Exhibit E and provider contracts onsite at the Proposer's facility as a part of the evaluation process.

Note: *An analysis of the pricing will be conducted by the County and its Consultant and the number utilized for evaluation will be the verified aggregate cost. The aggregate cost shall be included in the documentation, which proposers will receive for written verification prior to it being included in any public document.* Current and proposed overall network discounts, using the commercial charge master schedule, for billed eligible plan services are to be disclosed and guaranteed. Discount arrangements are required to be disclosed at time of onsite verification. Specific discounts for regional network facilities and providers, while treated as confidential, must be able to be independently verified by the County's consultant.

3. **MEDICAL AND PHARMACY NETWORK AND DRUG FORMULARY WORKSHEET (FORM 3 AND 4)(TAB 3)**

Proposer must complete the Medical Network Worksheet (Form3) for the proposed network and the Pharmacy Formulary Worksheet (Form 4) in full and return: (1) a printed copy of the Network list, and (2) an electronic copy of these worksheets in an Excel document on CD-ROM/USB (place CD or USB with response marked "Original"). **Note: Do not refer reader to a printed network or formulary listing.**

IMPORTANT: See article 7, HEALTH PLAN RFP FORMS AND EXHIBITS GUIDE, for access to the required Excel version of the file.

4. **PHARMACY DISCOUNT AND COST GUARANTEE WORKSHEETS (FORM 5) (TAB 4)**

Proposer must complete the Form 5 Worksheet using the guaranteed discount and dispensing fee amounts for 2018 as described in this RFP. Pharmacy pricing is provided as history pharmacy reference for completion of Form 5 in full and return: (1) a printed copy of the Pharmacy Discount and Cost Guarantee Worksheet, and (2) an electronic copy of these worksheets in an Excel document on CD-ROM/USB (place CD or USB with response marked "Original"). **Note: Do not refer reader to a printed network or formulary listing.**

IMPORTANT: See article 8, HEALTH PLAN RFP FORMS AND EXHIBITS GUIDE, for access to the required Excel version of the file.

5. **INFORMATION (TAB 5)**

1. Proposers are to provide a proposed contract, based on the scope of services, which will be used as a template in final negotiations with the successful Company. The proposed contract is not binding. The scope of services and the RFP document will be the overriding language in case of any disputes.
2. Minimum Value 60% Plan. Include a schedule of benefits for a Minimum Value 60% Health and Pharmacy Plan.
3. Include sample of reporting package you will provide.
4. Include sample communication pieces that your Company will provide as described in the response to the RFP.
5. Other: Include other material referenced in your Company's response to the RFP.

6. SELECTION – CRITERIA

“Mandatory Features” shall be present in each proposal before further consideration will be given. The “Mandatory Features Checklist” shall be included in the RFP response. If the stated feature **IS** included in your proposal as requested, check “**Yes**”. If the stated feature **IS NOT** included in your proposal, check “**No**”.

IMPORTANT NOTE: YOUR PROPOSAL WILL BE REMOVED FROM CONSIDERATION IF ANY MANDATORY FEATURE INDICATES A “NO” CHECK OR IF ANY ‘YES’ ANSWER INCLUDES EXCLUSIONS.

Criteria	Location	Points
General and Administrative	Form 2 (Sections 1 and 2)	15
Benefit Plan Design, Formulary and Network Services	Form 2 (Section 3 and 4), Form 3 and Form 4	25
Medical/Pharmacy Management and Financial/Reporting	Form 2 (Section 5, 6 and 7)	15
Claims Cost and Claims Guarantees	Form 2 (Section 8) and Form 5	25
Fees and Performance Guarantees	Form 2 (Section 8)	10
M/WBE	Tab 1	10
Total Possible Points		100

Welfare Recipient Hires
Service Disabled Veterans Hires

5 Bonus Points
10 Bonus Points

7. HEALTH PLAN RFP FORMS AND EXHIBITS GUIDE

IMPORTANT NOTE: ALL FORMS AND EXHIBITS LISTED BELOW CAN BE FOUND USING THE FOLLOWING LINK.

<ftp://ftp.ocfl.net/divisions/Purchasing/pub/Current%20Bids%20and%20RFPs%20-%20Large%20Files/Y18-1000/>

Documents to be Returned	Name of File	Format sent with RFP	Format to be returned
Form 1	Mandatory Features Checklist	Word	Printed & Word (.doc, .docx) on CD/USB
Form 2	Group Health and Pharmacy Plan Worksheet	Word	Printed & Word (.doc, .docx) on CD/USB
Form 3	Medical Network Worksheet	Excel	Printed & Excel (.xls, .xlsx) on CD/USB
Form 4	Pharmacy Network and Formulary Worksheet	Excel	Printed & Excel (.xls, .xlsx) on CD/USB
Form 5	Pharmacy Discount and Cost Guarantee Worksheet	Excel	Printed & Excel (.xls, .xlsx) on CD/USB

Exhibits	Name of File	Format sent with RFP
A	Health Plan Documents	PDF
B	Claims Experience and Eligibility	Excel
C	Census	Excel
D	Medical Claims Pricing File	PDF
E	Medical Discount Pricing File	Excel
F	Pharmacy Claims Pricing File	Excel
G	Medical and Pharmacy Claims File Layout	Excel
H	Diabetes Prevention Program	PDF
I	Florida Hospital Diabetes Institute Diabetes Program	PDF
J	Healthy Pregnancy, Healthy Babies Program	PDF
K	OC Enterprise Security Standards, Policies, and Guidelines Encryption and Certification Authorities	PDF
L	HSA Bank Account Summary	PDF

Displaced Workers Hires
 Registered SDV Sub-Contractor Hires
 Registered SDV Prime proposers

5 Bonus Points
 10 Bonus Points
 5 Bonus Points

SCOPE OF SERVICES

The following requirements outline specific conditions that are being requested. Proposals will be evaluated on how best they comply with these requirements.

1. GENERAL INFORMATION

- A. Proposals are being sought by the County for self-funded health plan services for an effective date of January 1, 2019.
- B. Health Plan proposals are being requested for Medical Services, which are to include Behavioral Health, and Pharmacy Services for active employees, Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) participants, non-Medicare eligible retirees, and eligible dependents.
- C. The County will evaluate proposals from health plan companies with both medical and pharmacy services included with the understanding that the County may alter the integrated approach at a future date. Pharmacy only proposals from independent Pharmacy Benefit Managers are not being requested.
- D. Proposals are not being requested for plans specifically designed for Medicare eligible retirees at this time.
- E. Proposals are not being requested for stop loss insurance at this time.
- F. Proposals are not being requested for Employee Assistance Programs (EAP) services at this time and shall not be included in the response as an enhancement.
- G. Proposers shall propose a total of two plan options: two plans that match the current high deductible health plan and low deductible health plan with the understanding that the County may alter, increase or decrease the plans in the future.
- H. Hospital provider networks for the plans that match the current health plan benefits shall include the Orlando Health and Florida Hospitals.
- I. Proposers shall provide self-funded proposals only. Administrative Services Only (ASO) fee guarantees shall be included in all self-funded proposals for the initial term of five (5) years and are requested for the additional renewal for up to five (5) additional years (10 years total).
- J. Proposals shall be submitted net of commissions.
- K. COBRA and retiree administrative services are being provided by third party vendor and are not being requested at this time.

- L. Proposals shall include eligibility, claims and utilization data on a monthly basis, eligibility discrepancy reporting on a weekly basis, attend quarterly meetings to review plan performance, meet at least biweekly regarding ongoing administration and service issues, meet monthly on plan management, and make available a Medical and Pharmacy Director for ongoing involvement in performance improvement initiatives.
- M. Proposals shall include individual health saving account administration for an administrative fee of \$0 per active Employee who has an active account and disclosure of health reimbursement account administration capabilities for employees selecting the high deductible health plan.

Current Health Savings Account Information: the County has an administrative agreement with HSA Bank and currently pays an administrative fee of \$0 per active Employee account participant. The County currently provides some up-front funding annually of \$750 for Employee Only coverage and \$1,250 for Employee and Family coverage for the health savings accounts at the beginning of each plan year. For the previous three years, the aggregate amount of funding the County has provided was approximately \$3,936,400, \$3,585,049 and \$3,262,900, respectively. Employees are given the option to have a basic account with no monthly fees and no transaction fees for debit card use at the point of service. It is expected that the Proposer will provide employees with a similar basic account option with no monthly fees or debit card transaction fees. In addition, employees are given other account options that have certain associated fees and can choose to pay for additional services for the current HSA fee schedule. HSA Bank has agreed to include the County's Vanguard investment account options as Health Saving Account investment options.

- N. The County's current Vanguard investment funds are permitted options for the health savings account investment portfolio; Proposals shall provide the Vanguard investment options.
- O. Proposer shall have the capability to provide healthcare services through a value based contracting arrangement based on quality initiatives and include financial rewards that can be directly tied to the outcomes of County members. Outcomes and rewards shall be fully auditable by the County and must be specifically tied to the County's members.
- P. Proposers are not being requested to include any wellness dollars as a part of the ASO fees. The County will fund wellness programs separately.

2. ADMINISTRATIVE SERVICES

Proposers shall respond to this section with "Confirm" or provide an explanation for each statement. Proposers shall use Form 2 to provide a response to the items outlined below. Failure to provide a complete response in the manner requested shall negatively impact your proposal.

- A. An experienced local client service representative, a client manager, and a strategic account manager, with expert support, shall be provided.
- B. The Proposer shall provide, as included in the ASO fee, the following onsite resources:
 - 1. One (1) Full time and one (1) Part time for a total of two (2) client service representatives (CSR) to act as a member advocate to resolve medical and prescription issues. The CSR will have on-line administrative access for eligibility additions, changes and deletions and have the authority to resolve eligibility and claim issues.
 - 2. One (1) Full time Health Coach to assist the County with wellness initiatives and work directly with employees.
 - 3. Two (2) Full time registered dietitians to assist the County with wellness initiatives and work directly with employees.
- C. A comprehensive customer service component that is accessible, effective and efficient is to be included.
- D. All customer service support and claims processing shall be handled within the territorial limits of the United States of America.
- E. Claims administration and eligibility information shall be timely and accurate. Weekly eligibility discrepancy reports shall be provided to the County.
- F. The administration of the benefit plan design shall be flexible to meet the needs of the County.
- G. On line web based administrative services for eligibility are included.
- H. On line web and mobile based across all major operating systems (iOS, Android and Windows Mobil) provider / treatment cost calculator tools and consumer education tools are available to plan members.
- I. Proposer agrees to provide a Statement on Standards for Attestation Engagements (SSAE), Service Organizations examination at least annually to the County.
- J. The finance and banking arrangements shall include documentation for claims reimbursement prior to payment and shall meet the accounting needs of the County, as determined by the County.
- K. Proposer shall allow the County, Comptroller's Office, and/or a firm selected by the County to conduct annual claims audits and periodic hospital bill recovery audits. Proposer shall provide access to all records, files and documents related to all medical and pharmacy claims, administrative fees and other elements of the contract. The

information shall be provided in an electronic format where possible. Electronic records should include sufficient data to reconcile any claims funding payment requested to the County. The County and the County Comptroller shall have the right to analyze and verify the accuracy of such data. Data necessary to perform hospital bill audits should also be provided. The County and/or the Comptroller's Office, will determine the timing, audit period, and scope of audit, within normally accepted auditing practices, in consultation with the Proposer. These audits shall not be restricted for the time period being audited.

- L. Proposers shall detail the audit adjustment process used in instances where claim errors are noted during an audit. This description shall include whether the identified claim paid in error and related claims for that member are reimbursed to the County regardless of whether the claims can be reprocessed. In addition, the Proposer shall describe the remediation efforts undertaken by the firm to identify and review similar claims for other member, and if warranted, whether these claims are refunded to the County.
- M. The Proposer shall allow an annual risk-based or focused audit. The scope of such focused audit may include payment documents related to a focused, targeted or risk-based review of a sample of claims of not more than 400 claims paid during the two prior plan years and not previously audited. The focused audit may include claims prone to overpayments or other errors without regard to claims prone to underpayments.
- N. Annual member satisfaction surveys, specific to the County, shall be conducted.
- O. The Proposer shall assist the County with annual enrollment by: training the benefits staff on plans; attending at least 25 on-site enrollment meetings; providing web portal assistance for annual enrollment; and agree to accept the County's integrated benefits enrollment form and or enrollment file.
- P. The awarded Proposer shall be the claims fiduciary and accept fiduciary responsibility for medical and pharmacy claims payment decisions and for defense of claims adjudicated including any applicable legal fees on behalf of the County, including claims determinations and medical and pharmacy clinical decisions. Proposers shall have contractual arrangements in place with external claims review companies that will be made available to the County's members. The awarded Proposer will be responsible for the external review company's fee, and will provide the external review company with the claims and plan information needed for an appropriate determination to be made.
- Q. The Proposer shall process and adjudicate all medical and prescription drug claims in accordance with the health plan document. The Proposer will be held liable for claims adjudicated outside the health plan document.

- R. The Proposer shall have a fraud and abuse policy and claims review processes that result in demonstrated success. The Proposer shall provide to the County fraud and abuse reporting on a semi-annual basis that includes overbilling, overpayments and recoveries
- S. Pharmacy services shall include: general client management and customer support; formulary management; administrative and claims processing services, meaningful reporting packages; quality management and utilization management functions to the County.
- T. Open mail order transfer files and prior authorization files for pharmacy shall be provided upon termination without additional fee.
- U. Proposers shall provide a proposed contract, based on the parameters outlined in the RFP, which will be used as a template in final negotiations with the successful Proposer. The proposed contract is not binding. The scope of services and the RFP document shall be the overriding language in case of any disputes.

3. MEDICAL PLAN DESIGN

Proposers must respond to this section with “Confirm” or provide an explanation for each statement. Proposers shall use Form 2 to provide a response to the items outlined below. Failure to provide a complete response in the manner requested shall negatively impact your proposal.

- A. Proposals for the medical plans shall include an open-access (non-Gatekeeper) model option and shall match the requested benefit designs.
- B. Proposals for medical plans should have the capability to include a network Patient Centered Medical Home (PCMH)/value based contract arrangements.
- C. Value Based Contracting Arrangements shall be based on written evidenced-based criteria conveyed to the County with the financial element based solely on the service improvements and results that can be tied directly to the County’s plan membership. The County desires to hold any possible performance incentive payments in escrow until the payment is due to the providers. Any such payment shall be transparent and a complete audit tracking shall be available to the County.
- D. Proposals shall include a high deductible health plan and low deductible health plan with benefits matching the benefits as outlined. Any deviations must be noted in the proposal.
- E. Retired employees who are not Medicare eligible and their non-Medicare eligible dependents, and employees with dependents living outside the County shall have the option to enroll in the plans.
- F. Proposers shall have member discount arrangements for Complementary and Alternative Medicine services for plan members.

- G. Proposers shall accumulate medical and pharmacy member costs toward the deductible and out of pocket maximums. Any overpayments by members shall be reconciled and reimbursed to the member.
- H. Proposers shall have the ability to separately accumulate medical and/or pharmacy member deductibles, copayments and coinsurance costs toward medical and pharmacy out of pocket maximums.
- I. Proposers shall identify, track and report End Stage Renal Disease member eligibility toward Medicare Coordination periods to timely notify and assist impacted members in applying for Medicare benefits. Proposer shall process claims as Secondary at the end of the applicable Medicare Coordination Period.

4. PHARMACY SERVICES

Proposers must respond to this section with “Confirm” or provide an explanation for each statement. Proposers shall use Form 2 to provide a response to the items outlined below. Failure to provide a complete response in the manner requested shall negatively impact your proposal.

- A. Proposals shall include \$0 administrative fee.
- B. Proposers shall provide the County with flexibility in the determination of the tier level to be applied to single source generic co-payments and co-insurance.
- C. Proposers have the ability to offer formulary customization options including the exclusion of prescriptions with over the counter equivalents.
- D. Proposers shall confirm the following as it relates to the pharmacy program pricing and guarantees:
 - 1. The Proposers shall utilize a broad network of pharmacies for pricing guarantees that will include the major chain pharmacies as In Network.
 - 2. The Proposer shall use their broadest formulary for pricing guarantees with no Brand and Specialty exclusions.
 - 3. Single-Source Generic prescriptions, Multiple-Source generic prescriptions, MAC and Non-MAC generic prescriptions shall be included in the generic medication category for discount and fill rate guarantee calculations.
 - 4. Brand drug. The term brand drug shall mean the following: The multisource code field in Medi-Span that contains an “M” (co-branded product), “O” (originator brand), or an “N” (single source brand); however, if the Multisource Code is “O” and there is a DAW Code of 3, 4, 5, 6, or 9, the drug shall be considered a generic drug.

5. Generic drug. The term generic drug shall mean the following: The multisource code field in Medi-Span that contains a "Y" (generic). An item shall also be considered a generic drug if the Multisource Code is "O" and there is a DAW code of 3, 4, 5, 6, or 9. The parties agree that when a drug is identified as a generic drug, it shall be considered a generic drug for all purposes under this agreement. A Single Source generic drug shall also be considered a Generic drug.
6. Single-Source Generics shall be identified as medications having one manufacturer during the six-month exclusivity period.
7. Usual and Customary (U & C) Claims, Zero Balance Claims, Compounds and Over-the-Counter claims shall be excluded for discount and fill rate guarantee calculations.
8. "Ingredient Cost" shall mean the lesser of MAC price, discounted AWP or the dispensing pharmacy's U & C.
9. The Proposer shall utilize the timeliest, expansive, and cost effective MAC list on behalf of the County.
10. Plan members shall always be charged the lesser of their plan co-payment, the PBM's contracted price, the pharmacy U&C, or the cash price.
11. The Proposer shall base Average Wholesale Price (AWP) on date sensitive, 11-digit National Drug Code (NDC) of the actual product dispensed as supplied by Medi-Span for retail, mail order, and specialty adjudicated claims with no repackage fee applied.
12. Proposed discount guarantees and other guarantees shall be the minimum guarantees (not fixed) regardless of whether the County implements any additional specific clinical management programs such as step therapies or prior authorizations.
13. Rebate guarantees shall be based on each brand medication dispensed.
14. Rebate revenue that is earned by the County during the term of the agreement with the Proposer shall be paid to the County at least quarterly and shall be paid following termination of the agreement, as long as claims reimbursements remain current.
15. Auditing of all claims, by mutually agreed upon firm, will be permitted.
16. Pricing guarantees being measured and reconciled shall be categorized in the following distinct components:
 - Retail and mail order generic and brand medications;
 - Specialty medications;
 - rebates; and
 - generic fill rate

17. No surpluses in one guarantee component shall be used to offset deficits in another component.
 18. Guarantee shortfalls shall be guaranteed on a dollar-for-dollar basis with 100% of any shortfall in any component recouped by the County.
 19. Specialty Drugs are defined as FDA approved prescription drugs that require special handling, storage, training, distribution, and management of therapy. The Proposer's list of Specialty Drugs meeting this definition shall be made available to the County upon implementation of the Contract and updated as drugs come on to the market.
 20. Guaranteed specialty medication discounts shall be based on an aggregate specialty discount and shall include all specialty medications dispensed that have been approved by the Contractor's Pharmacy Drug Review Committee.
- E. The Proposer shall commit to minimum discount and cost guarantees on retail and mail order generic and brand medications, specialty medications, and rebates for a minimum of five (5) years with the ability to adjust annually for industry discount guarantee improvements beginning with the third year of the Agreement.
 - F. The Proposer shall commit to implementing a retail 90 day generic and brand fill program.
 - G. The Proposer shall commit to minimum generic dispensing fill rate guarantees for a minimum of five (5) years with improvements beginning in the sixth year.
 - H. The Proposer should notify impacted members of negative formulary changes, along with cost effective alternative(s), that may occur annually and throughout the plan year as applicable.
 - I. The Proposer shall continue the County's current step therapy and clinical prior authorization programs.
 - J. The dispensing of generic drugs in lieu of prescribed brand name drugs if commercially available and consistent with the dispensing pharmacist's professional judgment and state and federal law is to be encouraged.
 - K. The Proposer shall provide strategies to address high cost / specialty convenience / compound drugs in the areas of formulary and place of distribution management.

5. **NETWORK SERVICES**

Proposers must respond to this section with “Confirm” or provide an explanation for each statement. Proposers will use Form 2 to provide a response to the items outlined below. Failure to provide a complete response in the manner requested shall negatively impact your proposal.

- A. Proposers shall include a comprehensive network of hospitals, outpatient facilities, physicians, healthcare providers, and pharmacies specifically in the Orange County area (Orange, Seminole, Lake, and Osceola Counties), and have access to care in other surrounding Counties, and on a state and national basis, including services provided at Centers of Excellence.
- B. Proposers shall include a network Primary Care Patient Centered Medical Home, containing care coordination services at the PCMH in the Orange, Seminole, Lake, and Osceola County area.
- C. Proposers shall have no gaps in network coverage in the Orange County area (Orange, Seminole, Lake, and Osceola Counties).
- D. Any change in networks is not to be of significant disruption to County plan members.
- E. The networks shall have 85% of providers Board Certified/Board Eligible, and an annual turnover rate of less than 3%.
- F. Proposers shall have stable contract arrangements with network providers specifically in the Orange County area (Orange, Seminole, Lake, and Osceola County).
- G. Proposers shall monitor network provider performance, based on nationally recognized quality standards, and take action when standards are not being met. Proposer shall provide periodic reporting to the County on the network’s provider performance.
- H. Proposers with network providers shall include language that will hold the patient harmless from balance billing, prepayment of future services and charges for services not approved by the Proposer.
- I. Proposers with network providers are to include language that shall hold the patient and the County harmless for network provider referrals to out of network providers and facilities.
- J. Proposers shall develop, maintain, certify, and administer a pharmacy network that adequately meets the needs of the County.
- K. Specialty pharmacy coverage is not to be proposed on an exclusive network provider basis.
- L. Proposers shall have the ability to support a dispensary model, specifically for specialty pharmacy medications and possibly common generic and brand medications, using the County’s pharmacy clinic operations or other specialty pharmacies.

6. HEALTH MANAGEMENT

Proposers shall respond to this section with “Confirm” or provide an explanation for each statement. Proposers shall use Form 2 to provide a response to the items outlined below. Failure to provide a complete response in the manner requested shall negatively impact your proposal.

- A. Proposers shall demonstrate their ability to increase preventive care utilization.
- B. Proposers shall demonstrate their ability to identify high risk plan members, and be able to assist them in managing their health.
- C. Proposers shall have a case management program that addresses the specific needs of seriously ill plan members.
- D. Disease management programs proposed shall have at least a 40% participation rate, and demonstrated success in care outcomes and cost.
- E. Proposers should have the ability to assist the County with targeted comprehensive initiatives to improve the health of the population. Comprehensive initiatives may include optional programs such as:
 - 1. weight management for morbidly obese, obese, and overweight members;
 - 2. comprehensive oncology program;
 - 3. comprehensive cardiology program, including hypertension control and prevention
 - 4. COPD;
 - 5. healthy pregnancy; and
 - 6. compliance with preventive screening guidelines.

These programs are to include a projected corresponding optional cost, along with the expected return on investment, and may be reimbursed as a claim expense.

- F. Proposers shall be responsible for integrating the County’s current Diabetes Prevention Program (DPP) with the YMCA, or a similar diabetes prevention program subject to County approval. See Exhibit H for current program details.
- G. Proposers shall be responsible for ongoing administration of the County’s Comprehensive Diabetes Program. See Exhibit I for program details.

- H. Proposers shall be responsible for ongoing administration of the County's Healthy Babies Program.
- I. Consumer educational material shall be provided and/or made available via the internet, to plan members on general health issues and specific initiatives, illnesses, and diseases.
- J. Reports on the health management activities, and their effectiveness, are to be provided to the County on schedule agreed upon by the County.
- K. Proposers shall assist the County in reducing or modifying utilization where medically appropriate, and guarantee results.
- L. Proposers shall develop and implement identified clinical interventions that may be desired by the County.
- M. Proposers should detail programs and processes utilized to help reduce plan costs when members are eligible to enroll in Medicare due to certain diseases and conditions regardless of age.

7. REPORTING AND DATA INTERFACE

Proposers shall respond to this section with "Confirm" or provide an explanation for each statement. Proposers shall use Form 2 to provide a response to the items outlined below. Failure to provide a complete response in the manner requested shall negatively impact your proposal.

- A. Proposers shall provide supporting detail with medical and pharmacy claims reimbursement requests that will assist the County in assuring proper payment. Provider adjustment reports shall be clear and easy to reconcile.
- B. Proposers shall provide monthly electronic medical and pharmacy claims and utilization reports, downloadable on line system information, which meet the data field requirements of the County.
- C. Complete medical and pharmacy claims and eligibility file downloads that adhere to the specifications as outlined by the County shall be provided on a monthly basis.
- D. Proposers shall agree to accept the self- billing practice of the County for administrative fees from each of the participating agencies.
- E. Proposers shall agree to integrate medical deductible and out of pocket expenses with the pharmacy out of pocket expenses in real time to ensure deductible and out-of-pocket participant information are always synchronized.
- F. Proposers shall have the capability to integrate any annual biometric screening results, specific to each member and performed by the Proposer or by an independent screening company, into the claims and/or disease management history of each member.

- G. Proposers shall have the capability to provide reporting on members tracked for Medicare Coordination periods due to End-Stage-Renal Disease upon termination of contract.
- H. Proposer shall have the ability to integrate transitional data from previous carrier related to open refill transfers, mail order, pharmacy prior authorization and Medicare coordination periods for those with End Stage Renal Disease.

8. COST OF SERVICES

Proposers shall respond to this section with “Confirm” or provide an explanation for each statement. Proposers shall use Form 2 to provide a response to the items outlined below. Failure to provide a complete response in the manner requested shall negatively impact your proposal.

- A. Proposals are sought on a self-funded basis. Proposals shall include at a minimum a five (5) year rate guarantee on self-funded ASO fees, and other administrative fees.
- B. Claims administration for run out claims following termination of the contract shall be included in the Per Subscriber Per Month (PSPM) fees as proposed.
- C. Pharmacy proposals shall include \$0 administrative fees, and charges for services such as step therapy, prior authorization, and any other cost saving programs shall be proposed on a guaranteed savings basis.
- D. In addition to customer and administrative services, claims adjudication, health management, and reporting as specifically outlined in the scope of services, ASO fees shall include:
 - 1. Network fees.
 - 2. Administrative services necessary to negotiate single case professional and facility fees and case rates for services rendered by out of network providers.
 - 3. Subrogation/contribution/coordination of benefits possibilities shall be promptly recognized and investigated. No expense for pursuit shall be incurred, and no subrogation/contribution/coordination of benefits claim will be closed without client approval. The cost for all recovery efforts shall be part of the ASO fee with no separate costing listed.
- E. The administrative and support services offered must be comprehensive and meet the needs of the County.
- F. Current and proposed overall network discounts, using the commercial charge master schedule, for billed eligible plan services shall be disclosed and guaranteed discount arrangements are required. Specific

discounts for regional network facilities, providers, and pharmacies, while treated as confidential, shall be able to be independently verified by the County's consultant. Network discounts are expected to be at least 60% of eligible billed charges.

- G. The network provider discounts and reimbursement arrangements Proposer will utilize for the County's self-funded Plans shall be at a minimum the most advantageous discounts and arrangements utilized for Proposer's fully insured and self-funded plans.
- H. Medical claims re-pricing shall be completed on the sample claims presented in the RFP and based on the current network discounts under contract. Only aggregate amounts are to be listed with the specific discounts subject to verification. Specific discount information shall be confidential and only used to validate the aggregate amounts.
- I. The awarded Proposer shall allow the County to complete a Medical claims re-pricing on a sample of claims on the annual basis. Specific discount information will be confidential and only used to validate the aggregate discount as the County continues its relationship with the awarded Proposer.
- J. Proposers shall provide guarantees on pharmacy costs. Rebates shall be paid to the County on 100% of the rebates received by the Proposer on the quarterly basis for the medications dispensed under the County's plan.
- K. The administrative fees shall include all of the services requested. Optional or other services that will incur additional cost shall be specified in detail.
- L. Plan utilization standards are encouraged and guarantees on utilization improvements are requested.
- M. Proposers shall clearly disclose any retained fees (shared savings) for all programs such as subrogation, OON negotiations, overpayment recoveries. Etc.

9. PERFORMANCE GUARANTEES

Proposers shall respond to this section with "Confirm" or provide an explanation for each statement. Proposers shall use Form 2 to provide a response to the items outlined below. Failure to provide a complete response in the manner requested shall negatively impact your proposal.

Implementation

- A. ASO contract negotiations shall be completed three (3) months after the contract is awarded.
- B. Summary of Benefits and Coverage shall be completed by September 1.

- C. Plan document, and banking arrangement completion by November 1 prior to the initial year and August 15 each year thereafter.
- D. Plan Implementation guarantees shall include: Plans loaded and tested; staff trained; and ID cards issued before 1/1/2019.

Administration

- A. Summary of Benefits and Coverage shall be completed 60 days after the board approves the plan design for the upcoming plan year.
- B. Adjudicate claims and administer plan as agreed upon and documented in plan document including the setup of any applicable internal systems.
- C. Claims Administration standards shall include:
 - 1. Financial Accuracy to be calculated by using total claims dollars processed, compared to the combined over and under payment errors, with a minimum of 99.0% accuracy.
 - 2. Processing Accuracy of at least 99.0% of the total number of correct claims divided by the total claims processed.
 - 3. Turnaround Time minimum of 95% clean claims in 14 calendar days and 100% all clean claims in 30 days.
 - 4. Accurate and Timely Reporting with Monthly, Quarterly and Annual reporting due by the 20th of the following month and reports to be error free.
- D. Utilization standards that will:
 - 1. Lower the hospital bed days per 1,000 members.
 - 2. Lower emergency visits per 1,000 members
 - 3. Lower lab and x-ray tests per 1,000 members
 - 4. Increase the generic fill rate

Account Management

- A. Account Management standards that will demonstrate the Proposer commitment to maintain experience, dedicated account service contacts that provide ongoing and timely service to the County's Administration Staff, conduct service meetings with the County to review the status of account service deliverable and issue resolution as needed in a timely manner.
- B. Provide requested reports by a mutually agreed upon timeline. The format and data requirements for reporting shall be mutually agreed upon and implemented upon contract award.

Customer Service Standards

- A. Average Speed of answer
- B. Percent of issues answered on initial call
- C. Call abandonment rate

Medical and Pharmacy

- A. Minimum Aggregate Network provider percentage guarantee
- B. Network shall include a minimum of eighty-five percent (85%) of providers being Board Certified
- C. Network Stability shall include an annual turnover rate of three percent (3%) or less in the Orange County area as outlined above\
- D. Generic discounts, brand discounts, and dispensing fee guarantee for retail and mail order
- E. Specialty discount guarantees
- F. Rebates on all brand and specialty drugs
- G. Generic fill rate guarantee

Satisfaction

- A. Annual account management satisfaction survey scores
- B. Annual client specific member satisfaction survey scores
- C. Failure to meet the performance standards may result in the non-renewal or cancellation of the contract by the County, at its sole discretion.

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 _____

EQUAL OPPORTUNITY WORKFORCE SCHEDULE

See: Sec. 17-322 (Establishment of goals; employment), Orange County Code of Ordinances

Directions: Review the definition of “minority” in Sec. 17-319 (Definitions), Orange County Code of Ordinances, and record the demographics of your workforce by inserting the number of applicable employees in each box below. The County will only consider your total workforce (“TWF”) that falls within the “employee types” designated by an asterisk (*) when evaluating this Bid/Proposal Response. For data collecting purposes, record any applicable employees located in the Orlando Metropolitan Statistical Area (“OMSA”) of Lake, Orange, Osceola, and Seminole counties. If a Joint Venture is bidding, each entity must fill out a separate schedule.

WORKFORCE		African American		Asian American		Hispanic American		Native American		Caucasian/Other		TOTAL	
		TWF	OMSA	TWF	OMSA	TWF	OMSA	TWF	OMSA	TWF	OMSA	TWF	OMSA
Employee Types (MALE)	Officials, Managers, and Supervisors*												
	Professionals*												
	Technicians*												
	Sales Workers												
	Office and Clerical												
	Craftsman (Skilled)												
	Operatives (Semi-Skilled)												
	Laborers (Unskilled)												
	Service Workers												
	Apprentice*												
	Interns/Co-Ops*												
	Displaced Workers												
MALE SUBTOTAL													
Employee Types (FEMALE)	Officials, Managers, and Supervisors*												
	Professionals*												
	Technicians*												
	Sales Workers												
	Office and Clerical												
	Craftsman (Skilled)												
	Operatives (Semi-Skilled)												
	Laborers (Unskilled)												
	Service Workers												
	Apprentice*												
	Interns/Co-Ops*												
	Displaced Workers												
FEMALE SUBTOTAL													
TOTAL													

Form Completed by (Print): _____

Signature: _____

Form Approved by (Print): _____

Signature: _____

SCHEDULE OF SUB-CONTRACTING - M/WBE PARTICIPATION FORM
RFP #Y18-1000
GROUP MEDICAL AND PHARMACY PLAN

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 #Y18-1000
GROUP MEDICAL AND PHARMACY PLAN

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

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

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

Company Name: _____

Signature: _____

Date: _____

LOCATION

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

	<u>PRIME CONTRACTOR</u>	<u>PERCENTAGE OF WORK ASSIGNED</u>
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: _____	

	<u>SUBCONTRACTOR / SUBCONTRACTOR</u>	
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 PROPOSER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is _____

* *Joint venture firms must complete and submit with their Proposal the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project. **If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.** Failure to timely submit the required form along with an attached written copy of the joint venture agreement may result in disqualification of your Proposal*

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

**DISPLACED WORKER
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 eligible.

Individual Complete Name:

1. _____ 2. _____

3. _____ 4. _____

5. _____ 6. _____

**CareerSource Central Florida
390 North Orange Avenue, Suite 700
Orlando, Florida 32805
407-531-1222**

Signature: _____

Printed Name: _____

LETTER OF INTENT

(VERIFICATION OF M/WBE UTILIZATION)

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

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

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

M/WBE Sub-Contractor

Specific Scope(s) of Work/Services

Subcontract Percentage/Amount

I, _____, (M/WBE Sub-Contractor) understand that "It is my responsibility to submit the required Monthly M/WBE utilization reports to the Prime and Final M/WBE payment verification form to Business Development Division."

Failure to submit the required documents could negatively impact my M/WBE certification.

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

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

Authorized Agent of Prime Contractor Date

Printed Name & Title

Authorized Agent of M/WBE Sub-Contractor Date

Printed Name & Title

M/WBE Address

City State Zip Code

Phone Number Fax Number

LETTER OF INTENT

(VERIFICATION OF SERVICE-DISABLED VETERAN UTILIZATION)

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

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

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

Service-Disabled Veteran Sub-Contractor

Specific Scope(s) of Work/Services

Subcontract Percentage/Amount (**ONLY USED TOWARD BONUS POINTS**)

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.Y18-1000

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.Y18-1000, GROUP MEDICAL AND PHARMACY PLAN**, within the state of Florida.

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

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

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

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

Part I

INFORMATION ON PROPOSER:

Legal Name of Applicant:

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

Business Phone: () _____

Facsimile: () _____

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

Name of Applicant's Authorized Agent:

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

Business Phone: () _____

Facsimile: () _____

Part II

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

___ YES ___ NO

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

___ YES ___ NO

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

___ YES ___ NO

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

(Use additional sheets of paper if necessary)

For Staff Use Only:

Date Submitted _____
Date Updated _____
Bid Number # _____

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Signature of Bidder
Date

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

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

Staff signature and date of receipt of form

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

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
RELATIONSHIP DISCLOSURE FORM

Updated 6-28-11

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

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

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

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

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

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

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

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONCLUSION:

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

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

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

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

This is the initial Form: _____
This is a Subsequent Form: _____

Part I

Please complete all of the following:

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

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

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

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

Part II

Expenditures:

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

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

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

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

Part III

Original signature and notarization required

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

Date

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

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

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

Staff signature and date of receipt of form

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

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

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

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

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

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

WHO NEEDS TO FILE THE SPR?

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

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

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

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

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

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

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

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

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

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

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

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

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

CONCLUSION:

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

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

AGENT AUTHORIZATION EXHIBIT

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: _____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

If the proposer is submitting as a joint venture, please be advised that this form **MUST** be completed and the **REQUESTED** written joint-venture agreement **MUST** be attached and submitted with this form.

HOWEVER, IF THE PROPOSER IS NOT A JOINT VENTURE, CHECK THE FOLLOWING BLOCK: () NOT APPLICABLE

1. Name of joint venture: _____

2. Address of joint venture: _____

3. Phone number of joint venture: _____

4. Identify the firms which comprise the joint venture: _____

5. Describe the role of the MBE firm (if applicable) in the joint venture: _____

6. Provide a copy of the joint venture's written contractual agreement.

7. What is the claimed percentage of ownership and identify any MWBE partners (if applicable)?

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 2

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement provided by question 6.)

(a) Profit and loss sharing:

(b) Capital contributions, including equipment:

(c) Other applicable ownership interests:

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

(a) Financial decisions: _____

(b) Management decisions, such as:

(1) Estimating:

(2) Marketing and sales:

(3) Hiring and firing of management personnel:

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 3

(4) Purchasing of major items or supplies:

(c) Supervision of field operations:

NOTE: If, after filing this form and before the completion of the joint venture's work on the subject contract, there is any significant change in the information submitted, the joint venture must inform the County in writing.

*** Joint venture must be properly registered with the Florida Division of Corporations before the contract award and the name of the Joint Venture must be the same name used in the RFP proposal.**

AFFIDAVIT

"The undersigned swear or affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to the County current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture. Also, permit authorized representatives of the County to audit and examine records of the joint venture. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm: _____

Name of Firm: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 4

Date _____
State of _____
County of _____

AFFIDAVIT

On this _____ day of _____, 20____, before me appeared (name) _____, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____
Commission Expires _____

(Seal)

Date _____
State of _____
County of _____

On this _____ day of _____, 20____, before me appeared _____ (name), to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____
Commission Expires _____

(Seal)

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: _____