

	<b>ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS</b> PROCUREMENT DIVISION	Issue Date: April 29, 2019
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**NOTICE IS HEREBY GIVEN** that the Board of County Commissioners of Orange County, Florida, henceforth referred to as the County is accepting sealed bids for:

**INVITATION FOR BIDS #Y19-190-AH  
RADIOLOGICAL EXAMINATION SERVICES  
FOR THE ORANGE COUNTY MEDICAL CLINIC**

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

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

**BID SUBMISSION DUE DATE:**

Sealed bid offers in an **original** and **three (3) copies** for furnishing the above will be accepted up to **2:00 PM (local time), Thursday, May 30, 2019**, in the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

**NOTICE TO BIDDERS:**

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Alina Hernández Fernández, Purchasing Agent at [Alina.Hernandez@ocfl.net](mailto:Alina.Hernandez@ocfl.net).

**QUESTIONS:**

All questions or concerns regarding this Invitation for Bids shall be submitted by email to [Alina.Hernandez@ocfl.net](mailto:Alina.Hernandez@ocfl.net), no later than 5:00 PM **Monday, May 13, 2019** to the attention of Alina Hernández Fernández, Procurement Division, referencing the IFB number.

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**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**

## GENERAL TERMS AND CONDITIONS

### 1. GENERAL INFORMATION

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

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

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

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

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

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

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

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

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

2. **QUESTIONS REGARDING THIS SOLICITATION**

All questions or concerns regarding this Invitation for Bids shall be submitted by email to the Procurement Division representative specified on the cover page of this Invitation for Bids. When required the Procurement Division shall issue an addendum to the Invitation for Bids. The addendum shall be available on the Internet for access by potential Bidders. Bidders are instructed not to contact the initiating division directly. No oral interpretation of this Invitation for Bids shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Manager, Procurement Division.

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

3. **PRICE/DELIVERY**

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

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

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

4. **FEDERAL AND STATE TAX**

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

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

**5. ACCEPTANCE/REJECTION/CANCELLATION**

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

The County reserves the right, and the Manager, Procurement Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

**6. NO BID**

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

**7. CONFLICT OF INTEREST**

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

**8. LEGAL REQUIREMENTS**

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

- A. Contractors doing business with the County are prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- B. Businesses wishing to participate in the County procurement process as an Orange County Certified M/WBE firm are required to complete a certification application to attain recognition as such. You may contact the Procurement Division or the Business Development Division for information and assistance.

**9. RECIPROCAL PREFERENCE**

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

**Effective July 1, 2015 the reciprocal local preference will not apply to construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.**

**If the solicitation involves a federally funded project where the funding source requirements prohibit the use of state and/or local preferences, the reciprocal local preference will not be applied.**

**10. GOVERNING LAW AND VENUE**

Any and all legal actions associated with this contract will be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be in the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

**11. JURY WAIVER**

Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this agreement.

**12. ATTORNEYS' FEES AND COSTS**

The Parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly.

**13. UNIFORM COMMERCIAL CODE**

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

**14. MISTAKES**

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

**15. AVAILABILITY OF FUNDS**

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

**16. EEO STATEMENT**

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

Further, the Contractor shall abide by the following provisions:

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

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

**17. BID TABULATION AND RESULTS**

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

**18. BID FORMS**

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

**19. REFERENCES**

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



## 20. **POSTING OF RECOMMENDED AWARD AND PROTESTS**

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

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

- **Orange County Lobbyist Regulations General Information**  
<http://www.orangecountyfl.net/OpenGovernment/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 Manager, Procurement Division by 5:00 PM on the fifth full business day after posting, shall constitute a waiver of bid protest proceedings.

## 21. **BID AND RELATED COSTS**

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

## 22. **CONTRACTUAL AGREEMENT**

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

## 23. **PUBLIC ENTITY CRIME**

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

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

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

**24. DRUG-FREE WORKPLACE FORM**

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

**25. SUBCONTRACTING**

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

**26. CONFLICT OF INTEREST FORM**

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

**27. ETHICS COMPLIANCE**

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

- A. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in **Section 2-351, Orange County Code**. This form shall be completed and submitted with all bid responses to an Orange County solicitation. Any questions concerning this form shall be addressed to the purchasing agent identified in the applicable solicitation.
- B. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with the applicable bid to an Orange County solicitation.

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

**28. SUBMISSION OF BID**

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

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

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

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

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

**29. COPIES**

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

**30. PROPRIETARY/RESTRICTIVE SPECIFICATIONS**

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

**31. 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.

**32. PAYMENT TERMS/DISCOUNTS**

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

**33. PATENTS AND ROYALTIES**

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

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

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

**34. INDEMNIFICATION**

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

**35. CLARIFICATIONS**

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

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

**36. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

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

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

**37. SUCCESSORS AND ASSIGNS**

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

**38. NO REPRESENTATIONS**

Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

**39. SEVERABILITY**

In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision.

**40. PRICING/AUDIT**

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds.

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

**41. EMPLOYEES OF THE CONTRACTOR**

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

**42. 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.

**43. CONTRACT CLAIMS**

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

Claims made by a Contractor against the County, relating to a particular contract shall be submitted to the Manager, Procurement Division in writing clearly labeled “Contract Claim” requesting a final decision. The Contractor also shall provide with the claim a certification as follows: “I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.”

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

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

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

**44. VERIFICATION OF EMPLOYMENT STATUS**

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

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

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

**45. 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 bidders should be aware that Invitation for Bids and the responses thereto are in the public domain. Bidders must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law**. If a Bidder fails to cite the applicable exempting law, we will treat the information as public.

**46. FEDERAL REQUIREMENTS**

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

Equal Employment Opportunity: For any federally assisted construction contract, as defined in 41 CFR 60-1.3, the contractor, subcontractor, subrecipient shall follow all of the requirements of the Equal Opportunity Clause as stated in 41 CFR 60-1.4.

Davis–Bacon Act: For any federally assisted construction contract, in excess of two thousand dollars (\$2,000), the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Davis-Bacon Act (40 U.S.C. 3141 – 3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and assisted Construction”); and the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). For a definition of “Construction” see 48 CFR 2.101.

Contract Work Hours and Safety Standards Act: For any federally assisted contract, in excess of one hundred thousand dollars (\$100,000), that involves the employment of mechanics or laborers, the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Contract work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by Department of Labor Regulations (29 CFR Part 5).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Rights to Inventions Made Under a Contract or Agreement: For any federally assisted contract, awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the contractor, subcontractor, subrecipient agrees to all of the terms in 37 CFR 401.14(a) and (b) regarding Patent Rights and The Allocation of Principal Rights.

Clean Air Act and the Federal water Pollution Control Act: For any federally assisted contract, or subgrant, in excess of one hundred and fifty thousand dollars (\$150,000), the contractor, subcontractor, subrecipient or subgrant recipient shall comply with all of the requirements of the Clean Air Act (42 U.S.C. 7401 -7671q.) and the Federal water Pollution Control Act as amended (33 U.S.C. 1251 – 1387).

Procurement of Recovered Materials:

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
  - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements; or
  - c. At a reasonable price.
- (2) Information about this requirement, along with a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Awarded Contractors are required to fully comply with all requirements outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

**47. SCRUTINIZED COMPANIES**

- A. By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.
- B. Specifically, by executing this Agreement, the Contractor certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- C. Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Subrecipient certifies that it is **not**:
  1. On the “Scrutinized Companies with Activities in Sudan List” or the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,” created pursuant to Section 215.473, Florida Statutes; and/or
  2. Engaged in business operations in Cuba or Syria.
- D. The County reserves the right to terminate this Agreement immediately should the Contractor be found to:
  1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; and/or



2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.
- E. If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Contractor, including but not limited to the remedies as described in Section 287.135, Florida Statutes.
  - F. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Contractor shall be paid only for the funding-applicable work completed as of the date of the County's termination.
  - G. Unless explicitly stated in this Section, no other damages, fees, and/or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

**48. FORCE MAJEURE**

1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor's control so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. That notwithstanding, the Contractor shall notify the County in writing within seventy-two (72) hours after the beginning of any such cause that would affect its performance hereunder and the County reserves the right the request additional information that supports the validity of the Contractor's Force Majeure claim. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.
2. If the Contractor's performance is delayed pursuant to this section for a period exceeding forty-eight (48) calendar days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the County's contract termination.
3. If the Contractor's performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

**49. PUBLIC RECORDS COMPLIANCE**

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

1. Keep and maintain public records required by Orange County to perform the service.

2. Upon request from Orange County's custodian of public records, provide Orange County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to Orange County.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to Orange County all public records in possession of the Contractor or keep and maintain public records required by Orange County to perform the service. If the Contractor transfers all public record to Orange County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.
5. A Contractor who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

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

**Procurement Public Records Liaison**  
**400 E. South Street, 2<sup>nd</sup> Floor, Orlando, FL 32801**  
**[ProcurementRecords@ocfl.net](mailto:ProcurementRecords@ocfl.net), 407-836-5897**

**SECTION 2**  
**SPECIAL TERMS AND CONDITIONS**

## **SPECIAL TERMS AND CONDITIONS**

### **1. LICENSES AND PERMITS**

Prior to furnishing the requested product(s), it shall be the responsibility of the Contractor to obtain, at no additional cost to Orange County, any and all licenses and permits required to complete all contractual requirements. These licenses and permits shall be readily available for review by the Manager, Procurement Division or authorized designee.

### **2. BID ACCEPTANCE PERIOD**

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

### **3. AWARD**

Award shall be made on an all-or-none total bid basis to the lowest responsive and responsible Bidder. If the Bidder fails to respond, they will be considered non-responsive.

### **4. POST AWARD MEETING**

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

### **5. TERMINATION**

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

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

1. Provide goods or services that comply with the specifications herein or fails to meet the County's performance standards
2. Deliver the goods or to perform the services within the time specified in this contract or any extension.
3. Make progress so as to endanger performance of this contract
4. Perform any of the other provisions of this contract.

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

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

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

**B. Termination for Convenience:**

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination shall provide the Contractor thirty (30) calendar days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

**6. CODES AND REGULATIONS**

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

**7. PAYMENT**

Partial payments for the value of goods received and accepted and services rendered may be requested by the submission of a properly executed invoice. Payment shall be made in accordance with Florida Statute 218, Local Government Prompt Payment Act. Payment for accepted equipment/goods/services shall be accomplished by submission of an invoice, in duplicate, to:

Orange County Health Services Department  
2002-A Michigan Street  
Orlando, Florida 32806  
Phone (407) 836-7689

A valid invoice shall include the following:

1. Reference to the Delivery Order/ Purchase Order Number
2. Delivery Dates/ Service Dates
3. Itemization of Goods Delivered/ Services Rendered
4. Unit Prices in accordance with the Bid Response Form

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

## 8. INSURANCE REQUIREMENTS

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

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

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

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

### Required Coverage:

- Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 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
- Sexual Abuse & Molestation- with a limit of not less than \$100,000 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 Florida  
c/o Procurement Division  
400 E. South Street, 2<sup>nd</sup> Floor  
Orlando, Florida 32801

Additional insurance guidelines and sample certificates can be found on the County's Vendor Services website:

<http://www.orangecountyfl.net/Portals/0/Library/vendor%20services/docs/InsuranceRequirementsFAQ.pdf>

**9. CONTRACT TERM/RENEWAL**

- A. The contract resulting from this Invitation for Bids shall commence effective upon issuance of a term contract by the County and extend for a period of two (2) years. The contract may be renewed for three (3) additional one (1) year periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties.
- B. The initiating County department(s) shall issue delivery/purchase orders against the term contract on an "as needed" basis.
- C. If the quantity of a unit priced item in this contract is an estimated quantity and the actual quantities ordered are more than 50% above the estimated quantity, the County shall enter into negotiations with the Contractor for a lower unit price which shall be incorporated into the contract. Failure of the Contractor to agree to a reduced unit price may result in the termination of the contract and re-solicitation of the requirement.
- D. Any order issued during the effective period of this contract, but not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the County's rights and obligations with respect to that order to the extent as if the order were completed during the contract performance period.

**10. PRICING**

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

**11. PRICE ESCALATION/DE-ESCALATION (CPI)**

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

The original contract prices shall be firm for the entirety of the initial (2 year) contract period. A price escalation/de-escalation will be considered at the time of contract renewal and at 1-year intervals thereafter, provided the Contractor notifies the County, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the



contract renewal date. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at [www.bls.gov](http://www.bls.gov).

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

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

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

**CPI-U Calculation Example:**

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

A price increase may be requested only at each time interval specified above, using the methodology outlined in this section. To request a price increase, Contractor shall submit a letter stating the percentage amount of the requested increase and adjusted price to the Orange County Procurement Division. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. The maximum allowable increase shall not exceed 4%, unless authorized by the Manager, Procurement Division. If approved, the price adjustment shall become effective on the contract renewal date. All price adjustments must be accepted by the Manager, Procurement Division and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed.

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

**12. METHOD OF ORDERING**

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

13. **ATTACHMENTS**

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

- A. Attachment A – Estimated Annual Radiological Usage
- B. Attachment B – Business Associate Agreement
- C. Attachment C – ISS Enterprise Security Standards – Internal Applications
- D. Attachment D – ISS Enterprise Security Standards – External Data Hosting
- E. Attachment E – Orange County IT Standards

14. **CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM CONTRACTS**

It is hereby made a part of this Invitation for Bids that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Orange County shall require a “first priority” basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all goods or services required during an emergency situation. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

15. **REQUIREMENTS CONTRACT**

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

The County’s requirements in this contract are estimated and there is no commitment by the County to order any specified amount. If the estimated quantities are not achieved, this shall not be the basis for an equitable adjustment.

**If the Manager, Procurement Division determines that the Contractor’s performance is less than satisfactory, the County may order the goods or services from other sources until the deficient performance has been cured or the contract terminated.**

16. **BUSINESS ASSOCIATE AGREEMENT**

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

17. **PERSONNEL**

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

- B. All of the services required hereafter shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.
- C. By execution of this contract, the Contractor hereby certifies that key personnel assigned to provide the required services have not been, and shall not be, changed or altered without prior written approval by the County. The County shall have seventy two (72) hours to review any request made by the Contractor for any change, alteration, or substitution of staff. The Contractor shall ensure that such substituted staff members are of substantially the same qualifications as those approved by the County at the time of contract award and create no conflicts of interest between the Contractor and the County.
- D. The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONTRACTOR remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

**18. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES**

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

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

**19. BID PREFERENCE**

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

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

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

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

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

**SECTION 3  
SCOPE OF SERVICES**

## SCOPE OF SERVICES

### A. OVERVIEW

Orange County Medical Clinic (OCMC) requires the provision of radiological examinations for its clinic operations. OCMC provides specialty care service, to eligible patients referred by its Federally Qualified Health Center partners through the Orange County Secondary Care program. Contractor shall perform all requirements and establish pricing comprised of a percentage discount off the Medicare Part B Prevailing Allowance fee schedule.

### B. RESPONSIBILITIES OF THE PROVIDER

The Contractor shall provide radiological, neurological and ultrasound diagnostic tests as indicated in Attachment A, and shall also provide the following services:

1. The Contractor shall provide a certified and Florida licensed technician (licensed through the American Registry of Radiologic Technologists) on-site at the Orange County Medical Clinic, 101 S. Westmoreland Drive, Orlando, FL 32805, to perform basic routine (chest, extremities, spine and etc.) digital radiological Monday through Friday, from 8:00AM to 4:00PM. Technician shall also be responsible for coordination of test scheduling and patient instruction for exams being performed at the Contractor's facility(ies).
2. The Contractor shall provide all X-Ray digital and/or film for use in performing tests in Attachment A.
3. The Contractor shall have electronic data transfer capabilities.
4. Contractor must have multiple locations in the Orange County area equipped to perform CT, MRI, Ultrasound, Fluoroscopy, Mammography, Contrast Studies and all Nuclear Medicine procedures. **A minimum of two (2) licensed Facilities in Orange County are required at all times, in addition to the Orange County Clinic.**
5. The Contractor shall supply all professional interpretation of all radiological exams.
6. The Contractor shall supply Courier services, during normal business hours (8:00AM to 5:00PM), for the transport of x-ray film, including stat readings.
7. Results reporting shall be provided to the ordering physician within 24 hours of exam.
8. The Contractor shall supply STAT readings to Orange County Medical Clinic at no extra charge.
9. The Contractor shall provide information to the client and the prep kits for any testing requiring prepping.
10. The Contractor shall have the ability to bill all types of health insurance, including Medicaid and Medicare. **The County shall be the payer of last resort.**

11. The Contractor should be in at least two different locations throughout Orange County and must have the capacity to serve at least 160 clients a month.
12. The Contractor shall follow and maintain a Radiology Protocol/Prep Manual.
13. Billing for all examinations shall be batched and submitted on a monthly basis to Orange County Medical Clinic, utilizing a percentage discount off the current Medicare Part B Prevailing Allowance, global component.
14. Utilization reports shall be provided monthly to the Orange County Medical Clinic.

**C. RESPONSIBILITIES OF THE COUNTY**

The Orange County Medical Clinic shall be responsible for providing the following:

1. Support staff to assist Contractor technician.
2. Provide for storage and maintenance of digital x-ray generated at OCMC.
3. Provide for technical aids e.g., positioning devices, linens, marker, etc.
4. Radiology and diagnostic consultation by OCMC and/or OCMC contracted physicians shall provide recommendations on patient needs and appropriate tests to be ordered.

**D. NETWORK REQUIREMENTS**

The Orange County Information Systems and Services Division shall provide access to a Virtual Private Network (VPN) connection to the Provider's external system. To establish this connection, the Contractor shall comply with and agree to requirements contained in the following standards. The Contractor must maintain compliance with the attached computing standards if the proposed solution requires connecting devices to the Orange County Network. These network standards are hereby incorporated into the contract as Attachments C, D and E.

1. Attachment C: ISS Enterprise Security Standards – Internal Applications
2. Attachment D: ISS Enterprise Security Standards – External Data Hosting
3. Attachment E: Orange County IT Standards

**SECTION 4**  
**BID SUBMISSION REQUIREMENTS AND DOCUMENTATION**



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

**STATEMENT OF NO-BID**

The Procurement Division is committed to continuously improve its processes and our goal is to receive maximum participation from the vendor community. If your firm chooses not to participate in responding to this solicitation please email [Alina.Hernandez@ocfl.net](mailto:Alina.Hernandez@ocfl.net), referencing the IFB number, and briefly explain why the decision was made to not participate.

**SUBMITTAL LABEL:**

All submittals, should use the hard-copy label below and place on front of their outermost sealed envelope/package.

**DO NOT OPEN - SEALED RESPONSES - DO NOT OPEN  
RESERVED FOR PUBLIC BID OPENING**

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

Contact Name: \_\_\_\_\_

Contact Phone/ Email: \_\_\_\_\_

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

CONTACT:           **Alina Hernández Fernández**  
IFB NUMBER:       **Y19-190-AH**  
TITLE:               **RADIOLOGICAL EXAMINATION SERVICES  
FOR THE ORANGE COUNTY MEDICAL CLINIC**

BID DUE DATE:     \_\_\_\_\_

**DELIVER TO :**  
ORANGE COUNTY PROCUREMENT DIVISION  
INTERNAL OPERATIONS CENTRE II  
400 E. SOUTH STREET, 2ND FLOOR  
ORLANDO, FL 32801.

## **BID PACKAGE REQUIREMENTS:**

This bid will be awarded to a responsible, responsive bidder, qualified by experience to provide the work specified. Failure to submit the below requested information may be cause for rejection of your bid.

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

The Bidder shall submit the following information with the bid:

- 1. List of personnel, by name and title, contemplated to perform the work. Include copies of their American Registry of Radiologic Technologists (ARRT) certification and Florida licensure.
- 2. List and provide a brief description of references from medical and community referring agencies such as government, non-profit hospitals, hospitals and other referral agencies. Such work must have been satisfactorily completed with location, dates of contract, contract value, names, addresses, email addresses and telephone numbers of owners by completing the attached reference sheets.
- 3. Provide a statement on Company letterhead confirming the following three (3) items.
  - 1. Bidder has the ability to bill all major types of health insurance.
  - 2. Bidder has the capability, ability and approval to bill Medicaid and Medicare.
  - 3. Bidder acknowledges that the County shall be the payer of last resort.
- 4. Provide a statement on Company letterhead confirming Contractor will provide services on-site at the Orange County Medical Clinic and in at least two (2) other licensed locations within Orange County.
- 5. Bid Response Form
- 6. Authorized Signatories/Negotiators
- 7. Drug-Free Workplace
- 8. Schedule of Sub-contracting
- 9. Conflict/Non-Conflict of Interest Form
- 10. E-Verification Certification
- 11. Current W-9
- 12. Relationship Disclosure Form (Notarized)

- [ ] 13. Orange County Specific Project Expenditure Report. (Notarized)
- [ ] 14. Agent Authorization Form (if Applicable)
- [ ] 15. Leased Employee Affidavit (if Applicable)
- [ ] 16. Information for determining Joint Venture Eligibility (if Applicable)
- [ ] 17. Contract Y19-190, Counterpart (1), signed without exception to terms and conditions. Counteroffers shall not be allowed.

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

**BID RESPONSE FORM**  
**IFB #Y19-190-AH**

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

The Percentage (%) Discount bid below shall include all costs of performing the services and furnishing the technician, as specified in the Scope of Services and listed in Attachment A. Provider shall agree to bill Orange County Medical Clinic no more than the current Medicare rate.

**Percentage (%) Discount off of Medicare Part B Prevailing Allowance**

% Discount Bid \_\_\_\_\_

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

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

Inquiries regarding this Invitation for Bids may be directed to Alina Hernández Fernández, Purchasing Agent, at [Alina.Hernandez@ocfl.net](mailto:Alina.Hernandez@ocfl.net).

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

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

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

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

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

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

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

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

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

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

**ACKNOWLEDGEMENT OF ADDENDA**

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

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

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

**AUTHORIZED SIGNATORIES/NEGOTIATORS**

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

Name	Title	Telephone Number/Email

_____	_____
(Signature)	(Date)
_____	
(Title)	
_____	
(Name of Business)	

The Bidder shall complete and submit the following information with the bid:

**Type of Organization**

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Non-Profit
<input type="checkbox"/> Joint Venture*	<input type="checkbox"/> Corporation	

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

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

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

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

\* *Joint venture firms must complete and submit with their Bid Response 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 Bid Response*

## REFERENCES

List three (3) clients during the past ten (10) years for which you provided a comparable amount of goods or services substantially similar to those specified in the solicitation in the spaces provided below. Provide the Company name, contact person, address, email address, telephone number, and date services were performed, as described. The same client entity shall not be used more than once.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## DRUG-FREE WORKPLACE FORM

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

Name of Business

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

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

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

\_\_\_\_\_  
Date

**SCHEDULE OF SUBCONTRACTING, IFB NO. Y19-190-AH**

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

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

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

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

**CHECK ONE**

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

**OR**

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

**LITIGATION STATEMENT**

**CHECK ONE**

[ ] The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

[ ] The undersigned bidder, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

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

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

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

\_\_\_\_\_  
TITLE

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

## E VERIFICATION CERTIFICATION

Contract No.Y19-190-AH

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.Y19-190-AH, Radiological Examination Services for the Orange County Medical Clinic**, 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 BIDDER**

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

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

**Part I**

**INFORMATION ON BIDDER:**

Legal Name of Bidder:

---

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

---

---

Business Phone: (     ) \_\_\_\_\_

Facsimile:           (     ) \_\_\_\_\_

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

Name of Bidder's Authorized Agent:

---

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

---

---

Business Phone: (     ) \_\_\_\_\_

Facsimile:           (     ) \_\_\_\_\_

**Part II**

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

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

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

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

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

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

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

---

---

---

(Use additional sheets of paper if necessary)

**Part III**

**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

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

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

\_\_\_\_\_  
Date

Printed Name and Title of Person completing this form:

\_\_\_\_\_

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

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

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

(Notary Seal)

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

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

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

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

**WHAT IS THE RELATIONSHIP DISCLOSURE FORM?**

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

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

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

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

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

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

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

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

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

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

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other



business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

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

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

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

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

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

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

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

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

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division processing the application not less than seven (7) days prior to the scheduled BCC agenda date so that it may be incorporated into the BCC agenda packet. When the matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the BCC agenda packet, the applicant is obligated to verbally present such update to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

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

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

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

**CONCLUSION:**

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

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

**ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT**

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

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

**Part I**

**Please complete all of the following:**

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

**Part II**

**Expenditures:**

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

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

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

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

**Part III**

**Original signature and notarization required**

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

\_\_\_\_\_ Date

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

Printed Name and Title of Person completing this form:

\_\_\_\_\_

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

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

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

(Notary Seal)

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

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

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

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

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

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

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

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

**WHO NEEDS TO FILE THE SPR?**

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

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

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

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

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

means communicating "indirectly with the County Mayor or any other member of the [BCC]" by communicating with any staff member of the Mayor or any member of the BCC, the county

administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager. (See Section 2-351, Orange County Code.) *Lobbying* does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee other than the BCC.

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

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

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

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

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

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

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

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

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

**CONCLUSION:**

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

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



**AGENT AUTHORIZATION FORM**

I/We, (Print Bidder name) \_\_\_\_\_, Do hereby authorize (print agent's name), \_\_\_\_\_, to act as my/our agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (IFB 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: \_\_\_\_\_

**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: \_\_\_\_\_

**INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY**

If the bidder 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 BIDDER 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 MWBE / Labor Surplus Area(LSA) 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/LSA 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:

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(b) Capital contributions, including equipment:

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(c) Other applicable ownership interests:

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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:

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(2) Marketing and sales:

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(3) Hiring and firing of management personnel:

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**INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 3**

(4) Purchasing of major items or supplies:

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(c) Supervision of field operations:

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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 Bid Response.**

**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)



**CONTRACT NO. Y19-190  
RADIOLOGICAL EXAMINATION SERVICES  
FOR THE ORANGE COUNTY MEDICAL CLINIC**

This contract is not valid unless bilaterally executed. Subject to mutual agreement the Orange County Board of County Commissioners hereby enters into a contract subject to the following:

1. Ordering against Contract:
  - A. Unless otherwise specified in the Invitation for Bids, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for deliver.
  - B. The obligations of Orange County under this contract are subject to the need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners or other funding source as specified in the terms and conditions.

2. Taxes:

The County has the following tax exemption certificates assigned.

- A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;
- B. Florida Sales and Use Tax Exemption Certificate No. 85-8012622266C-0.

3. Invoicing:

- A. Invoices must be submitted, in duplicate, referencing this contract number and the Delivery Order to:

Orange County Health Services Department  
2002-A Michigan Street  
Orlando, Florida 32806  
Phone (407) 836-7689

- B. Invoices against this contract are authorized only at the prices stated in your bid response, unless otherwise provided in the Invitation for Bids.

4. Counterpart (1):

Bidder's Irrevocable Offer and Acceptance

A. The Bidder hereby submits an irrevocable offer in response to **Invitation for Bids No. Y19-190-AH, Radiological Examination Services for the Orange County Medical Clinic**, subject to all general terms and conditions and special terms and conditions therein without exception.

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

C. Debarment, Suspension, Ineligibility and Voluntary Exclusion

By executing Counterpart (1) the Bidder affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

\_\_\_\_\_  
**(COMPANY NAME)**

BY: \_\_\_\_\_ (Authorized Signatory)

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Title)

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

**NOTICES:** \_\_\_\_\_ (Address)

\_\_\_\_\_ (Address)

\_\_\_\_\_ (City, State Zip)

\_\_\_\_\_ (Phone)

\_\_\_\_\_ (Email)

5. Counterparts. This Agreement may be executed in two identical counterparts, all of which shall be considered one and the same agreement and shall become effective when both counterparts have been signed by each party and delivered to the other party.

Counterpart (1) shall be executed by the bidder and included in the sealed bid response.

Counterpart (2) may be executed by the County Procurement Division to formalize Acceptance of Bidders Offer and Contract Award.



6. Counterpart (2):  
Orange County Board of County Commissioners Acceptance of Bidder's Offer and Contract Award
- A. The County's acceptance of the Bidder's offer in response to our **Invitation for Bids No. Y19-190-AH, Radiological Examination Services for the Orange County Medical Clinic- Term Contract.**
  - B. This contract is effective **EFFECTIVE DATE**, and shall remain in effect through **EXPIRATION DATE.**
  - C. The estimated contract award for the initial term of the contract is  
  
\$ \_\_\_\_\_
  - D. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids. The bidder is granted authorization to proceed to perform services upon receipt of duly executed Delivery Order.
  - E. This contract may be renewed upon mutual agreement as provided in the Invitation for Bids. Any amendments to this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Procurement Division to be valid, binding, and enforceable.
  - D. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

**BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA**

BY: \_\_\_\_\_  
Lautasha Strange, Contracts Supervisor  
Procurement Division

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

**NOTICES: PROCUREMENT DIVISION  
INTERNAL OPERATIONS CENTRE II  
400 EAST SOUTH STREET, 2<sup>ND</sup> FLOOR  
ORLANDO, FLORIDA 32801  
(407) 836- 5635**

## Attachment A

### Estimated Annual Radiological Usage

#### Plain Films

Ankle	50
C-spine	70
Chest (1 View)	900
Chest (2 View)	550
Clavicle	5
Elbow	20
Finger	8
Forearm	10
Foot	120
Hand	75
Hip	70
Knee	225
KUB	42
L-S Spine	175
Ribs	10
Sacrum & Coccyx	5
Sinuses	20
Scapula	80
Shoulder	132
T-Spine	8
TIB-FIB	22
Wrist	45
S-I Joint	4
Scoliosis	

#### MRA

Head W/O	4
Head W-O	4

**MRI**

Abdomen	15
Brain	75
C-Spine	48
Lower Extremity	68
L-S Spine	128
Pelvis	15
T-Spine	15
Upper Extremity	35

**Ultrasounds FFS**

Abdomen LTD	12
Abdomen	110
Complete	64
Breast	6
Extremity	156
Pelvis	45
Abdomen Renal	16
Scrotum/Contents	35
Pelvis Transvaginal	125

**CT Scans**

Abdominal	200
Chest	70
Head	84
Pelvis	68
Neck	14
Maxillofacial	25
Skull	8

## **Nuclear Medicine**

MUGA	8
Three Phase	4
Thyroid 6hr	4
Thyroid 6 & 24	8
Thyroid Single	4
Total Body	20

**Fluoroscopy**

AC BE	8
Bar Swallow	2
IVP	16
SM Bowel	8
UGI W/SBS	2

**Mammography**

Bilat/Uni	175
Spot Compress	<u>100</u>

**Estimated Total**                      **4450**

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**ORANGE COUNTY, FLORIDA**

*and*

**BUSINESS ASSOCIATE**

**ADDENDUM TO CONTRACT NO. Y19-190**

*related to*

**BUSINESS ASSOCIATE ASSURANCE OF COMPLIANCE WITH THE  
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)  
PRIVACY, BREACH AND SECURITY RULES AND THE  
FLORIDA INFORMATION PROTECTION ACT (FIPA)**

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**THIS ADDENDUM** is by and between, **ORANGE COUNTY, FLORIDA** (the “County”), a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida 32801, on behalf of its **HEALTH SERVICES DEPARTMENT** (the “Covered Healthcare Component”), and **BUSINESS ASSOCIATE NAME** (“Business Associate”), located at **BUSINESS ASSOCIATE ADDRESS**. The County and Business Associate may be referred to herein individually as “Party” or collectively as “Parties”.

**RECITALS**

**WHEREAS**, the County has been designated as a “Hybrid Entity” under the HIPAA Privacy and Security Rules, 45 CFR §164.105; and

**WHEREAS**, pursuant to 45 CFR §164.105(a)(2)(iii)(D), the County, as a Hybrid Entity, has documented that its **HEALTH SERVICES DEPARTMENT** is a “Covered Healthcare Component” of the County and, as such, when the County is acting through its **HEALTH SERVICES DEPARTMENT**, it must be treated as a “Covered Entity”; and

**WHEREAS**, in connection with the provision of services to the County (collectively referenced to as “Services”) by the Business Associate, the County, through its Covered Healthcare Component, may disclose to the Business Associate certain Protected Health Information (“PHI”) that is subject to protection under the HIPAA Privacy and Security Rules, 45 CFR Parts 160, 162, and 164; and

**WHEREAS**, the HIPAA Privacy and Security Rules require that a Covered Entity, as well as a Hybrid Covered Entity when it is acting through one of its Covered Healthcare Components, receives adequate assurances that the Business Associate will comply with certain obligations with respect to the PHI received in the course of providing Services to, or on behalf of, the Covered Entity or Hybrid Covered Entity; and

**WHEREAS**, the purpose of this Addendum is to comply with the requirements of the HIPAA Privacy and Security Rules, 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, §501.171, Florida Statutes, and 42 CFR Part 2, where applicable, and as amended; and

**WHEREAS**, the County and Business Associate have entered, or will be entering into, a contract for services known as Contract No. Y19-190 (the “Agreement”) and the Parties wish to adopt this Addendum to the Agreement in order to ensure that the Services provided by the Business Associate pursuant to the Agreement are provided in compliance with the requirements of the HIPAA Privacy and Security Rules, 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, §501.171, Florida Statutes, and 42 CFR Part 2, where applicable, and as amended.

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

**Section 1.     Incorporation**

- A.     **Recitals Incorporated.** The above recitals are true and correct and are hereby incorporated as a material part of this Addendum.
  
- B.     HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, §501.171, Florida Statutes, and 42 CFR Part 2, where applicable and as amended, are hereby incorporated into this Addendum.
  
- C.     To the extent that this Addendum, or the Agreement, imposes more stringent requirements than those contained in HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164, the Florida Information Protection Act, §501.171, Florida Statutes, and 42 CFR Part 2, where applicable and as amended, those more stringent requirements of this Addendum, or the Agreement, will control.

**Section 2.     Definitions.**

- A.     Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in 45 CFR §§160.103, 162.103, 164.103, 164.402, and 164.501, and §501.171, Florida Statutes.
  - 1.     ***Breach*** shall have the meaning given to such term as found in 45 CFR §164.402, and the Florida Information Protection Act, §501.171, Florida Statutes.
  
  - 2.     ***Designated Record Set*** shall mean a group of records maintained by or for a covered entity that is: (a) the medical records and billing records about individuals maintained by or for a covered health care provider; (b) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (c) used, in whole or in part, by or for the covered entity

to make decisions about individuals. For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for a covered entity.

3. **Disclosure** shall mean the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.
4. **Florida Information Protection Act** shall mean the Florida Information Protection Act (“FIPA”) codified at §501.171, Florida Statutes.
5. **HIPAA Privacy and Security Rules** shall mean the Standards for Privacy, Security, Breach, Notification, and Enforcement at 45 CFR Parts 160, 162 and 164.
6. **Individual** shall mean the person who is the subject of PHI, and shall include a person who qualifies as a personal representative, in accordance with 45 CFR §164.502(g).
7. **Individually Identifiable Health Information** shall mean information that is a subset of health information, including demographic information collected from an individual, and: (a) is created or received by a health care provider, health plan, employer, or health care clearinghouse; (b) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (c) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
8. **Privacy Officer** shall mean the individual designated by the County pursuant to 45 CFR §164.530, who is responsible for the development and implementation of the County’s policies and procedures as they relate to its, and its Covered Healthcare Component’s, compliance with HIPAA Privacy and Security Rules.
9. **Personally Identifiable Information (“PII”)** shall mean either of the following:
  - a. An individual’s initials, first name, or first initial and last name in combination with any one or more of the following data elements for that individual:
    - i. A social security number;
    - ii. A driver’s license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;



- iii. A financial account number or credit or debit card number in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account;
  - iv. Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
  - v. An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
  - vi. Any other identifier, as referenced in the Department of Health & Human Services "Safe Harbor Standards."
  - vii. The term "Personally Identifiable Information" does not include information about an individual that has been made publicly available by a federal, state, or local governmental entity. The term also does not include information that is encrypted, secured, or modified by any other method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable.
- b. A user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.
  - c. The PII provided pursuant to the Agreement shall be limited to what is necessary for the Business Associate to meet its obligations thereunder.
10. ***Protected Health Information ("PHI")*** shall mean an individual's identifiable health information that is – or has been – created, received, transmitted, or maintained in any form or medium, on or behalf of the County, with the exception of education records covered by the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, as amended, and the health care records of students at post-secondary educational institutions or of students eighteen (18) years of age or older, used exclusively for their health care treatment which have not been disclosed to anyone other than a health care provider at the student's request. The PHI provided pursuant to the Agreement shall limited to what is necessary for the Business Associate to meet its obligations thereunder.

11. ***Required by Law*** shall have the same meaning as the term “required by law” in 45 CFR §164.103.
12. ***Secretary of Health and Human Services*** shall mean the Secretary of the Health and Human Services (“HHS”) or any other officer or employee of HHS to whom the authority involved has been delegated.
13. ***Security Incident or Incident*** shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PII contained in any form or interference with system operations in an information system that contains PHI or PII.
14. ***Use*** shall mean the sharing, employment, application, utilization, examination, or analysis of PII or PHI within an entity that maintains such information.

**Section 3. Scope of Agreement**

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

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

**Section 4. Privacy of Protected Health Information and Confidentiality of Personal Information.**

A. **Permitted Uses and Disclosures of PHI and PII by Business Associate.** The Business Associate may use, or disclose, PHI and PII received from the County to its officers and employees. The Business Associate may disclose PHI and PII to a business associate that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit PHI and PII on its behalf if the Business Associate obtains satisfactory assurances, in accordance with 45 CFR §164.504(e)(1)(i) and §501.171(2), that the subcontractor will appropriately safeguard the information. All other uses or disclosures, not otherwise authorized by this Addendum or otherwise governed by law, are prohibited.

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

1. Only use or disclose the PHI and PII as allowed under this Addendum or otherwise by applicable law.
2. Only use or disclosure PHI and PII in a manner that would not violate the HIPAA Privacy and Security Rules, or FIPA, if done so by a Covered Entity.
3. Establish and implement appropriate procedures, physical, and technical safeguards to prevent improper access, uses, transmissions, or disclosures of PHI and PII for mitigating, to the greatest extents possible under the circumstances, any deleterious effects from any improper access, use, or disclosure of PHI and PII that the Business Associate reports to the County. Safeguards shall include, but are not limited to: (a) the implementation and use of electronic security measures to safeguard electronic data; (b) requiring employees to agree to access, use, or disclose PHI and PII only as permitted or required by this Addendum; and (c) taking related disciplinary action for inappropriate access, use or disclosure as necessary.
4. Ensure that the Business Associate's subcontractors or agents to whom the Business Associate provides PHI or PII, created received, maintained, or transmitted on behalf County agree to the same restrictions and conditions that apply to the Business Associate with respect to PHI and PII, and ensure that its subcontractors or agents agree to establish and implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of all PHI and PII that it creates receives, maintains, or transmits on behalf of the County.
5. Make the Business Associate's records, books, accounts, agreements, policies, and procedures available to the Secretary of HHS for determining the County's compliance with the HIPAA Privacy and Security Rules, and also, with the State of Florida's Department of Legal Affairs to determine the County's compliance with FIPA.
6. Limit use by, or disclosure to, its subcontractors, agents, and other third parties, to the minimum PHI and PII necessary to perform or fulfill a specific function required or permitted hereunder.
7. Provide information to the County to permit the County to respond to a request by an individual for an accounting of disclosures within five (5) days of receiving a written request from the County, if the Business Associate maintains a Designated Records Set on behalf of the County.

8. At the request of, and in the time and manner designated by, the County, provide access to the PHI and PII maintained by the Business Associate to the County or individual, if the Business Associate maintains a Designated Records Set on behalf of the County.
9. At the request of, and in the time and manner designated by, the County, make any amendment(s) to the PHI and PII when directed by the County, if the Business Associate maintains a Designated Record Set on behalf of the County.
10. Establish and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI and PII the Business Associate creates, receives, maintains, or transmits on behalf of the County.
11. Report to the County any Security Incident involving PHI and PII that the Business Associate discovers in the manner detailed in Section 7 below.

C. **Compliance with the County's Policies.** The Business Associate hereby agrees to abide by the County's policies and practices for its Covered Healthcare Component that relate to the confidentiality, privacy, and security of PHI and PII.

D. **Use of PHI and PII for Management and Administration or Legal Responsibilities of the Business Associate.** The Business Associate may use PHI and PII received by the County pursuant to the Agreement for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. However, the Business Associate will only be allowed to use PHI and PII for the aforementioned uses if:

1. the disclosure is required by law; or
2. the Business Associate obtains reasonable assurances from the person to whom the PHI and PII is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notified the Business Associate of any instances in which the person is aware of a confidentiality breach of PHI or PII.

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

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

**Section 5. Confidentiality**

A. In the course of performing under this Addendum, each Party may receive, be exposed to, or acquire the confidential information including, but not limited to, all information, data, reports, records, summaries, tables, and studies, whether written or oral, fixed in hard copy or contained in any computer database or computer readable form, as well as any information identifiable as confidential (“Confidential Information”) of the other Party.

B. For purposes of this Addendum, Confidential Information shall **not** include PHI, the security and privacy of which is the subject of this Addendum. The Parties, including their employees, agents, or representatives shall:

1. not disclose to any third party the Confidential Information of the other Party except as otherwise permitted by this Addendum, or as mandated by the State of Florida’s Public Records Laws;
2. only permit use of such Confidential Information by employees, agents, and representatives having a need to know in connection with performance under the Agreement; and
3. advise each of their employees, agents, and representatives of their obligations to keep such Confidential Information confidential.

C. This provision shall not apply to Confidential Information:

1. after it becomes publicly available through **no fault** of either Party;
2. which is later publically released by either Party in writing;
3. which is lawfully obtained from third parties without restrictions; or
4. which can be shown to be previously known or developed by either Party independently of the other Party.

**Section 6. Security**

A. **Security of Electronic Protected Health Information and Personal Information.** The Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI (as defined in 45 C.F.R. §160.103) and PII (as defined by §501.171,

Florida Statutes) that the Business Associate creates, receives, maintains, or transmits on behalf of the County consistent with the HIPAA Privacy and Security Rules and FIPA.

B. **Reporting Security Incidents.** The Business Associate will report to the County any Incident of which the Business Associate becomes aware that is:

1. a successful unauthorized access, use or disclosure of Electronic PHI or PII;
2. a modification or destruction of electronic PHI or PII; or
3. interference with system operations in an information system containing electronic PHI or PII.

**Section 7. Reporting Requirements**

A. **Reporting.** The Business Associate shall make a good faith effort to identify any use or disclosure of protected information not provided for in this Addendum.

B. **Reporting to the County.**

1. The Business Associate will report to the County within:
  - a. two (2) days of any suspected – or confirmed – access, use, or disclosure of PHI or PII, regardless of form, not permitted or required by this Addendum of which the Business Associate becomes aware; and
  - b. twenty-four (24) hours of discovery, any Security Incident of which the Business Associate is aware.
2. Such report shall include the identification of each individual whose unsecured PHI and PII has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
3. Reports of Security Incidents shall include a detailed description of each Incident, at a minimum, to include: (a) the date of the Incident; (b) the nature of the Incident; (c) the information involved, whether the information was accessed, disclosed, used, modified, destroyed, etc.; (d) the identities of the individual(s) and their relationship to the Business Associate; (e) a description of the Business Associate's response to each Incident; (f) and the name and title of the individual the County should contact for additional information.

4. The Business Associate will conduct such further investigation as is reasonably required by the County and promptly advise the County of additional information pertinent to the Incident.
5. The Business Associate will cooperate with the County in conducting any required risk analysis related to such Security Incident(s).
6. The Business Associate will cooperate with the County in complying with any applicable notification requirements pursuant to the Breach Notification Rule and/or pursuant to Florida law (including but not limited to, §§501.171 and 817.5681, Florida Statutes), and in taking steps determined by the County to be necessary to mitigate any potential harm caused by a Security Incident. The Business Associate will pay and/or reimburse the County for any reasonable expenses the County incurs in notifying individuals of, and /or mitigating potential harm caused by, a Security Incident caused by the Business Associate and/or its subcontractors or agents.

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

D. **Reporting to Media.** In the case of a breach of PHI discovered by the Business Associate where the unsecured PHI of more than five hundred (500) persons or unsecured PII of more than five hundred (500) persons is reasonably believed to have been, accessed, acquired, or disclosed, after prior approval by the County, the Business Associate shall provide notice to prominent media outlets serving the state or relevant portion of the state involved.

E. **Reporting to HHS and the State of Florida Department of Legal Affairs.** The Business Associate shall cooperate with the County to provide notice to the Secretary of HHS of unsecured PHI and to the State of Florida, Department of Legal Affairs, of unsecured PII that has been acquired or disclosed in a breach. If the breach was with respect to five hundred (500) or more

individuals, such notice must be provided immediately. If the breach was with respect to less than five hundred (500) individuals, the Business Associate may maintain a log of such breach occurring and annually submit such log to the County so that it may satisfy its obligation to notify the Secretary of HHS documenting such breaches occurring in the year involved.

F. **Content of Notices.** All notices and reports required under this Addendum shall include the content set forth 45 C.F.R § 164.404 and FIPA. Notification to individuals, except that references therein to a "Covered Entity," shall be read as references to the Business Associate.

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

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

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

I. **Mitigation.** The Business Associate shall mitigate, to the extent practicable, any harmful effects that are known to the Business Associate of use or disclosure of PHI or PII in violation of this Addendum, the HIPAA Privacy and Security Rules, HITECH Act, and FIPA.

J. A violation of this Section shall be a material violation of this Addendum.

## **Section 8. Termination**

A. **Automatic Termination.** The County is authorized to automatically terminate the Agreement, if it determines that the Business Associate has violated a material term of this Addendum.



B. **Opportunity to Cure or Terminate.** At the County's sole discretion, the County may either: (1) provide notice of breach and an opportunity for the Business Associate to reasonably and promptly cure the breach or end the violation and terminate the Agreement if the Business Associate does not cure the breach, or end the violation within the reasonable time specified by the County; or (2) immediately terminate the Agreement if the Business Associate has breached a material term of this Addendum and cure is not possible.

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

D. **Duties of Business Associate Upon Termination of the Agreement.**

1. When the Agreement is terminated, the PHI and PII that the Business Associate received from, created, or received on behalf of the County must be destroyed or returned to the County, at the Business Associate's expense, including all PHI and PII in the possession of the Business Associate's subcontractors or agents. However, if the Business Associate determines that returning or destroying PHI and PII is not feasible, the Business Associate must maintain the privacy protections under this Addendum, and according to applicable law, for as long as the Business Associate retains the PHI and PII, and the Business Associate may only use or disclose the PHI and PII for specific uses or disclosures that make it necessary for the Business Associate to retain the PHI and PII.
2. If the Business Associate determines that it is not feasible for the Business Associate to return PHI or PII in the subcontractor's or agent's possession, the Business Associate must provide a written explanation to the County of such reasons and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions contained in this Addendum to the subcontractor's or agent's use or disclosure of any PHI and PII retained after the termination of the Agreement, and to limit any further uses or disclosures for the purposes that make the return or destruction of the PHI or PII not feasible.

**Section 9. Miscellaneous**

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

B. **No Third Party Beneficiaries.** Nothing expressed or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the

respective successors or assigns of the Parties any rights, remedies, obligations, or liabilities whatsoever.

C. **Survival.** The rights and obligations of the Parties in Sections 4, 5, 6, 7 in their entirety, as well as subsections 8D., 9E., 9G., and 9H., shall survive termination of the Agreement indefinitely.

D. **Amendment.** This Addendum may only be revoked, amended, changed, or modified by a written amendment that is executed by both Parties.

E. **Enforcement Costs and Attorneys Fees.** If any legal action or other proceedings, including arbitration, is brought for the enforcement of this Addendum, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Addendum, each Party will hereby be responsible for its own costs and attorneys' fees.

F. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the County to comply with the Privacy and Security Rules.

G. **Indemnification.** To the fullest extent permitted by law, the Business Associate shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or part by any act or omission of the Business Associate, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County. In the event the Business Associate is a state department or division, or a political subdivision of the State of Florida, indemnification shall follow the provisions of §768.28, Florida Statutes.

H. **Signatory Authority.** Each signatory to this Addendum represents and warrants that he or she possesses all necessary capacity and authority to act for, sign, and bind the respective entity or person on whose behalf he or she is signing.

I. **Governing Law.** This Addendum shall be governed by and construed in accordance with the laws of the State of Florida to the extent not preempted by the HIPAA Privacy Rules or other applicable federal law.

J. **Notice.** All notices and other communications under this Addendum shall be in writing and shall be deemed received when delivered personally or when deposited in the U.S. mail, postage prepaid, sent registered, or certified mail, return receipt requested, or sent via nationally recognized and receipted overnight courier service, to the Parties at their respective principal office or record as set forth below or as designed in writing from time-to-time. No notice of a change of address shall be effective until received by the other Party(ies).

**To the County:**

Orange County HIPAA Privacy Officer  
2002-A East Michigan Street  
Orlando, FL 32806

(407) 836-9214

**AND**

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

**To the Business Associate:**

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

K. **Severability.** If any provision of this Addendum, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Addendum, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Addendum shall be valid and shall be enforced to the fullest extent permitted by law. It is further the intention of the Parties that if any provision of this Addendum were capable of two constructions, one that rendered the provision void and one that renders the provision valid, then the provision shall have the meaning that renders it valid.

L. **Successors and Assigns.** The Business Associate shall not assign either its obligations or benefits under this Addendum without the expressed written consent of the County, which shall be at the sole discretion of the County. Given the nature of this Agreement, neither subcontracting nor assignment by the Business Associate is anticipated and the use of those terms herein does not indicate that permission to assign or subcontract has been granted.

M. **Venue and Waiver of Jury Trial.** Any action or proceeding seeking to enforce any provision, or based on any right arising out of this Addendum shall be brought in the federal or state courts located in Orange County, Florida, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue therein. Any and all rights to a trial by jury are hereby waived.

N. **Waiver and Breach.** No failure by a Party to insist upon the strict performance of any covenant, agreement, term, or condition of this Addendum shall constitute a waiver of any such breach or such covenant, agreement, term, or condition. Any Party may waive compliance by the other Party with any of the provisions of this Addendum if done so in writing. No waiver of any provision shall be construed as a waiver of any other provision or any subsequent waiver of the same provision.

O. **Entire Agreement.** The Agreement, this Addendum and/or any additional addenda or amendments to the Agreement, any documents incorporated herein by reference, and/or

attachments hereto, shall construe the entire understanding between the Parties as to the rights, obligations, duties, and services to be performed hereunder.

**IN WITNESS HEREOF**, the parties have executed this Addendum as of the date first above written.

**ORANGE COUNTY, FLORIDA**

By: Orange County Board of County Commissioners

BY: \_\_\_\_\_  
Carrie Mathes, Manager, Procurement Division

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

**THE BUSINESS ASSOCIATE**

Business Associate: \_\_\_\_\_

By: \_\_\_\_\_

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

Official Title: \_\_\_\_\_

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

**STATE OF** \_\_\_\_\_)

**COUNTY OF** \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_, by \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Signature Notary Public  
Print, Type/Stamp Name of Notary

Personally Known [ ] or Produced Identification [ ]

Type of Identification Produced: \_\_\_\_\_

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

## Web Servers

### Web and Database Placement

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

### Anonymous Accounts

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

### Process/Application Accounts

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

## DMZ

### Web Server Platforms

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

### Services and Protocols

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

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

### Encrypted Data

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

### Data Access

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

## Antivirus

### Virus scanning

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

## Microsoft Security Patches

### Patch installation

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

## Encryption

### Laptops and Removal Devices

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

## WEB SECURITY STANDARD

### 1.0 Purpose

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

### 2.0 Scope

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

### 3.0 Policies

#### 3.1 Activity

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

#### 3.2 Hardware

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

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

#### 3.3 Software

##### 3.3.1 Web Server Platforms

###### 3.3.1.1 Microsoft

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

###### 3.3.1.2 Apache Software Foundation

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

###### 3.3.1.3 Other

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

##### 3.3.2 Databases

###### 3.3.2.1 Location

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

#### 3.4 Security

##### 3.4.1 General

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

##### 3.4.2 Account Management

###### 3.4.2.1 Local Account Access

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

###### 3.4.2.2 Process/Application Accounts

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

###### 3.4.2.3 Web Server Anonymous Accounts

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

##### 3.4.3 Permissions

###### 3.4.3.1 Operating System Permissions

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

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

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

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

### 3.4.3.3 Developer Access

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

### 3.4.4 Java Server Engines

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

### 3.4.5 FTP

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

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

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

### 3.4.7 Other

- Shares are not allowed on any directory accessible via web browser.

- Microsoft Windows web servers and any web application shall not be installed on the same drive as the host operating system.

- Executable files (.exe, .com, .bat, .dll, etc) shall not be placed into directories accessible via a web browser without the direct involvement and documented approval by the Information Systems and Service Enterprise Security unit (ISS-ESU).

## 4.0 Guidelines

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

## 5.0 Enforcement

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

## 6.0 Definitions

### Term

### Definition

#### FTP

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

#### SFTP/FTPS

SFTP – FTP tunneled in an SSH connection also known as Secure FTP. FTPS – FTP tunneled in an SSL connection

#### WebDav

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

#### Front Page Extensions

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

#### SMTP

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

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

### **7.0 Purpose**

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

### **8.0 Scope**

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

### **9.0 Policies**

#### **9.1 Activity**

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

#### **9.2 Encryption Algorithms**

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

#### **9.3 Data Hashing**

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

- MD5
- SHA-2

#### **9.4 SSL Certificates**

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

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

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

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

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



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

#### **9.7 Data Backups**

**9.7.1** Any backup of OCGBCC should be encrypted. Sensitive data as listed in 9.5 of this document shall be backed up using encryption algorithm standards found in 9.2.

#### **9.8 Laptops and Removal Devices**

**9.8.1** All laptop hard drives should be encrypted.

**9.8.2** Any sensitive data (see section 9.5 of this document) stored on laptops and removable devices shall be encrypted.

**9.8.3** All individuals who work with sensitive data (see section 9.5 of this document) shall have their laptop hard drives encrypted.

#### **10.0 Guidelines**

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

#### **11.0 Enforcement**

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

#### **12.0 Definitions**

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

## **DMZ SECURITY STANDARD**

### **13.0 Purpose**

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

### **14.0 Scope**

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

### **15.0 Goal**

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

### **16.0 Audience**

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

### **17.0 Roles**

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

### **18.0 Policies**

#### **18.1 ISS-ESU Discretion**

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

#### **18.2 Activity**

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

#### **18.3 Web Servers**

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

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

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

#### **18.4 Administrative Rights**

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

#### **18.5 Production Servers**

The OCGBCC DMZ shall host production servers only.

#### **18.6 Remote Access**

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

#### **18.7 Traffic**

##### **18.7.1 Internet Activity**

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

##### **18.7.2 Internal Activity**

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

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

##### **18.7.3 Routing**

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

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

## 18.8 Data

**18.8.1** Any data accessible within the OCGBCC DMZ or directly accessible from it should be encrypted.

**18.8.2** Any data accessible within the OCGBCC DMZ or directly accessible from it meeting the following criteria shall be encrypted at rest with field-level encryption and in transit: names, addresses, phone numbers, email addresses, birthdates, federal/state/local document numbers, account numbers, race or religion information, usernames, passwords, employee identification numbers and all HIPAA and PCI information.

**18.8.3** The OCGBCC DMZ shall not have access to data containing bank information.

**18.8.4** The OCGBCC DMZ shall not have access to social security information.

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

## 19.0 Guidelines

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

## 20.0 Definitions

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

## ANTIVIRUS STANDARD

### 21.0 Purpose

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

### 22.0 Scope

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

### 23.0 Policies

#### 23.1 Virus Software – Servers

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

#### 23.2 Virus Software – Workstations

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

#### 23.3 Virus Software – Exchange Servers

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

#### 23.4 Virus Software – Internet Mail

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

#### 23.5 Virus scanning

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

### 24.0 Guidelines

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

### 25.0 Enforcement

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

### 26.0 Definitions

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

## 27.0 Revision History

October 2017	Specified “field-level encryption” for sensitive data at rest in the summary, 9.5.1, 9.5.2, 9.6.3, 18.8.2 Added definition for field-level encryption in 12.0 and 20.0 Removed deprecated SHA-1 from allowed hashes in 9.3 Added SFTP and FTPS as allowed in 3.4.3.3 Added definitions for SFTP and FTPS in 6.0
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**ENTERPRISE SECURITY STANDARDS, POLICIES, AND GUIDELINES****EXTERNAL DATA HOSTING STANDARD****1.0 Purpose**

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

**2.0 Scope**

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

**3.0 Audience**

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

**4.0 Policies****4.1 Data Input and Processing**

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

**4.2 Data Storage and Handling**

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

**4.3 Transmission of Data**

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

**4.4 Disposal of Data**

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

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

**4.5 External Audit**

- 4.5.1 The vendor must ensure that the web hosting environment and the application is secured using information security best practices.
- 4.5.2 The external service, system, and application must pass a yearly penetration test performed by Orange County ISS personnel. Alternatively the vendor can provide the results of an external audit conducted by a reputable 3<sup>rd</sup> party security company.

**5.0 Definitions**

<b>Term</b>	<b>Definition</b>
<b>Bank Information</b>	Checking account numbers, credit card numbers, or any unique number from a bank institution.
<b>Electronic Media</b>	Physical objects on which data can be stored, such as hard drives, zip drives, CD-ROMs, DVDs, USB drives, and tapes.
<b>Sanitization</b>	To expunge data from storage media so that data recovery is impossible.
<b>Physical Destruction</b>	A sanitization method for optical media, such as CDs.
<b>Florida Statute 119.071</b>	Detailed guidelines on usage of Social Security information

## 6.0 Revision History

October 2017	Specified “field-level encryption” for sensitive data at rest in 4.2.1 Added usernames and passwords to the list in 4.2.1 Added an option for a 3rd party vendor in 4.5.2 Added definition for field-level encryption
August 2012	Added “Bank Information” to list of definitions in 5.0

Orange County, Florida,  
Information Technology Standards



10/19/2018



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## 1.0 Introduction to Orange County IT Standards

This guide provides a framework for documenting policies, business processes, and internal controls used to effectively support the information technology (IT) resources of the government of Orange County, Florida, Board of County Commissioners (County). It explains the role of the County's Information Systems and Services (ISS) personnel in approving, ordering, delivering, and maintaining IT services and products (hardware, software, networks, security, and other IT components) for employees throughout the County. It identifies County-approved products and procedures for acquiring IT systems and services. This guide also establishes County IT standards for use by third-party vendors providing externally hosted systems to various County departments.

The goal of ISS is to build an efficient, effective, and cost-efficient operation with an excellent return on investment by delivering new technologies and a state-of-the-art network server infrastructure. ISS is dedicated to providing prompt problem resolution through the customer service of its Help Desk. ISS seeks to maintain a diverse computing environment designed to meet the requirements of all County departments, while minimizing the risk of data loss or downtime. All computer hardware and software must be approved by ISS prior to purchase.

The ISS Department is comprised of 160+ employees, who are committed to its customer relationship-building attitude. ISS provides a business approach to serving all County agencies, which together form a partnership with ISS personnel to enhance productivity and service to the community.

The following standards apply to any device approved for connection to the County IT network or in use by County employees:

- ISS personnel are responsible for ordering all new computers, software, servers, telephones, and mobile devices for use by County employees. Hardware and software orders arrive at the ISS Warehouse at 3517 Parkway Center Court, Orlando, FL 32808.
- Submit orders by opening a ticket to request the new equipment or software using the [Service Center, New Problem/Request](#) email address. Each department authorizes specific individuals, who are responsible for placing new equipment and software orders through ISS. The emails will include pertinent information about the requested item(s). If sufficient details are not included in the initial email request, ISS staff will reach out to gather necessary information for the order. A list of authorized new products for purchase begins on the following page.
- ISS Warehouse personnel are responsible for applying County asset inventory tags to computer components, as necessary, prior to installation of the equipment.
- ISS Support personnel will install all operating systems and software. At the time of installation, ISS Support personnel must receive a copy of all installation software, along with written installation instructions, and licensing documentation. ISS will not install software without proof of licensing.
- All installed computers must, at a minimum, have the following:
  - ISS-installed anti-virus software
  - Computer configuration policy control for group management of devices by Active Directory
  - Remote access only as designated by ISS (ISS prohibits the use of Virtual Network Computing [VNC] and Remote Desktop computing.)
  - ISS-approved remote monitoring and management tools
  - Only ISS personnel shall have administrative rights.
  - Hardware must be a standard supported model
- ISS Enterprise Security is responsible for ISS video service; however, deployment of video equipment on the local government network must be discussed with staff members of the Network Operations Center (NOC) prior to purchase to determine compatibility, bandwidth, network equipment requirements, and installation feasibility.
- Generally, ISS does not support multicast on the County networks, except in specific special cases.

## 2.0 Authorized Products for New Purchases

This section includes detailed information about products authorized for use with the County's IT Systems.

### 2.1 Authorized Hardware

#### Dell Desktop Computer

**Dell OptiPlex 7060 Small Form Factor (SFF)** (does **not** include monitor or external speakers)

- Intel Core Processor Options:
  - i5 or i7 Processor – SFF with Digital Versatile Disk/Rewritable (DVD+/-RW)
  - i5 Processor – Micro Form Factor without DVD+/-RW (for conference rooms only)
- Windows 10 Professional 64-bit
- 256 GB Solid State Drive (SSD) Hard Drive
- 8 GB Random Access Memory (RAM)
- Universal Serial Bus (USB) Keyboard and Mouse
- Optional built-in aircard
- Display Port to DVI Adapter 6' Cable
- 3-Year basic parts warranty

#### Dell Precision CAD Workstation

**Dell Precision T3430 SFF** (does **not** include monitor or external speakers)

- Intel Core i7-8700
- Windows 10 Professional 64-bit
- 512 GB SSD Hard Drive
- 16 GB RAM
- NVIDIA Quadro P1000 (4 GB, 4x Mini DisplayPort mDP) Low Profile Video Graphics Card
- USB Keyboard and Mouse
- Mini DisplayPort (mDP) to Display Port 6' Cable
- 3-Year basic parts warranty

#### Dell Latitude Laptop

**Dell Latitude 7490 Laptop** (does **not** include Docking Station or Carrying Case)

- Intel Core i5-7300U
- Windows 10 Professional 64-bit
- 14.0" FHD (1920 x 1080) Non-Touch Anti-Glare LCD
- 256 GB SSD Hard Drive
- 8 GB RAM (16GB Optional)
- **NO** DVD-ROM Drive
- Dell D6000 Docking Station (Optional Accessories. Must be explicitly requested)
- Internal aircard for cellular service built in (Optional)
- Absolute DDS Protection
- 3-Year basic parts warranty

## Dell Windows Tablet

### Dell Latitude 12 5290 Laptop

- Intel Core i5-8350U
- Windows 10 Professional 64-bit
- 12.3" 3:2 Touch (1920x1280) Screen
- 128 GB SSD Hard Drive
- 8 GB RAM
- Internal AT&T LTE AirCard
- **NO** DVD-ROM Drive
- Absolute DDS Protection
- 3 Year ProSupport
- Travel Keyboard
- Stylus
- Dell D6000 Docking Station and Targus Rugged Case (Optional Accessories)

## 2.2 Authorized Software for Desktops and Laptops

- Microsoft Windows 10 Pro
- Internet Explorer 11 and Google Chrome (**Note:** Browser customizations are unsupported.)
- Microsoft Office 2016 Pro, Microsoft Office 2013 Pro
- All Microsoft Office applications on the same PC must have matching software versions (i.e., Project, Visio, Word, Power Point, Access, etc.).
- ISS Desktop Support must pre-approve any application requiring the use of Active X controls. At a minimum, the application must meet the following criteria:
  - It must be an .MSI file with silent installation/distribution from the command line.
  - It must install and operate without end-user administrator permissions.
- Java 1.8.25 – Only supported version of Java
- Silverlight – latest version
- The preference is hosted solutions not requiring installation of local software or configuration files.
- Bomgar or WebEx for remote access

## 2.3 Authorized Network Connectivity

- AT&T Wireless AirCards
- ShewSoft VPN Client
- Hosted applications must be accessible from devices with automatically assigned network settings. (Dynamic Host Configuration Protocol (DHCP) should supply all settings. Fixed addresses are not allowed.)

For all devices joined to our domain (this also applies to “**vendor supported**” devices and applications):

- ISS must install the Operating System and software on the device.
- ISS must receive a copy of all software and installation instructions.
- Hardware must be a standard supported model (see also hardware section, for example Optiplex 9020, 7040, 7050).
- Kace management client and Antivirus software must be installed.
- PGP is required on all laptops.

- The device must receive Windows updates and computer configuration changes via Active Directory policies.
- Only ISS personnel shall have administrative rights.
- VNC and Remote Desktop are not permitted.

## 2.4 Authorized Client Based Databases

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

## 2.5 Authorized Mobile Devices

ISS personnel are responsible for placing orders for all new phones and mobile devices. Individual departments may purchase chargers, holsters, rugged cases, and other accessories, along with other office supplies.

### Conventional Phones

Legacy phone with data & texting disabled

- Kyocera DuraXE
- Sonim XP5
- LG B470 Flip
- LG B471 Flip (No Camera)

### Android Phones

County Android phones must run Android Version 6.0 or above.

- Samsung Galaxy S7
- Samsung Galaxy S7 Active (AT&T only)
- Samsung Galaxy S8
- Samsung Galaxy Tablet S2
- Samsung Galaxy Tablet S3

## 2.6 Authorized Peripherals and Accessories

### Black and White LaserJet Printers

- HP LaserJet Pro 400 Printer M402n (500 to 2,000 pages per month) < 4 users
- HP LaserJet M506dn (5-10 people, 1,500 to 5,000 pages per month + secure printing)
- HP LaserJet M608dn (10-25 people, 5,000 to 16,000 pages/month + secure printing)

### Color LaserJet Printers

- HP Color LaserJet Pro M452 (500-1,500 pages per month, small paper tray)
- HP Color Laserjet Enterprise M652dn (2,500 to 17,000 pages/month + secure printing)

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

- HP MFP M426fdn (750 to 4,000 pages per month, B/W)
- HP color MFP M281fdw (1 or 2 people, occasional scanning)
- HP color MFP M477fdn (750 to 4,000 pages per month)
- HP color MFP M577dn (2,000 to 7,500 pages per month)

### Large Copiers (Full Sized, often leased) – Vendor Supported

- Toshiba Copiers
- Canon Copiers

### Scanners (all come with Adobe Acrobat and Automatic Document Feeders [ADF])

- Fujitsu ScanSnap iX500 (25 pages per minute [ppm], 50 sheet ADF, Connected via USB)
- Fujitsu N7100 (25 ppm, 50 sheet ADF, Networked)
- Fujitsu 5530C2 (50 ppm, 100 sheet ADF, Connected via USB)

**Note:** Printers must use Original Equipment Manufacturer (OEM) toner cartridges only.

**Note:** ISS must review and approve Desktop, Copier, and combo unit purchases used for printing from the PC. Contact [ServiceCenter@ocfl.net](mailto:ServiceCenter@ocfl.net) for more information and assistance.

## **3.0 Unsupported Products**

### **3.1 Unsupported Hardware**

- Pentium dual-core and older desktop systems, Optiplex 755, 960, 990, 9010
- Latitude D-series Laptops, Latitude E6500, E6510, E6520, E6530, E65xx
- Non-Dell PCs
- Wireless keyboards and mice (except conference rooms)
- Desktops and Laptops over 5 years old
- See also *Section 3.4, Peripherals and Accessories*.

### **3.2 Unsupported Software**

- MS Office platforms prior to Office 2013 (including Visio & Project)
- Non MS Windows-based operating systems
- Safari Web Browser
- MS Office plug-ins or VBScripts
- Windows Applications from the Windows App Store
- Freeware
- Windows XP, Windows 8, and Windows 8.1
- Freelance
- SHL Vision & Vision Express, WIN9x/WINNT/UNIX
- Reflections

### **3.3 Unsupported Client Databases**

- No client-based databases are supported (e.g., Microsoft Access, Filemaker Pro)

### **3.4 Unsupported Peripherals and Accessories**

- Inkjet printers
- Printers over 7 years old
- Scanning to multiple folders per device
- Address books in scanners/copiers (users manage their own)
- Personal (non-County) mass storage devices (hard drives, thumb drives, etc.)

## **4.0 Prohibited Products**

### **4.1 Prohibited Hardware**

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

## 4.2 Prohibited Software

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

- Microsoft Internet Explorer version 10 and below
- Server software is not permitted on workstations (SQL server, print servers, web server, file sharing)
- Cloud-based collaborative software (data must be stored within our datacenter).
- Personal Software (purchased for non-commercial use)
- Firefox, Opera, Vivaldi Web Browsers
- Chrome extensions
- Any Alpha, Beta, Shareware, Trialware software not operated, administered or expressly approved by ISS and Purchasing.
- Anti-virus products not operated or administered by ISS
- Personal firewall products
- Network scanning tools
- Remote access software other than that ISS explicitly authorizes
- Desktop sharing, remote control, or remote communications software such as Remote Desktop
- Web page editing tools (without prior approval)
- Software coding tools (without prior approval)
- User installed screen savers
- Games
- Third Party Desktops
- Disk Compression
- Non-Static BITMAP Backgrounds or screen savers
- iTunes or other content sharing applications
- P2P software
- MS Access Run-time Libraries

## 4.3 Prohibited Network Protocols

- NETBUI
- AppleTalk
- Any network (voice or data) software or service not operated, administered or expressly approved by ISS.
- Any Internet access service not operated, administered, or expressly approved by ISS.

## 4.4 Prohibited Peripherals and Accessories

- Portable music devices
- Webcams
- Printer sharing through a PC
- Wireless printing



## 5.0 Standards for In-House Servers and Server Operating Systems

The following server standards apply to all servers on the Orange County network maintained by County ISS personnel:

- Only ISS personnel shall have administrative rights to server-class devices.
- All servers shall operate in a VMWare-based virtual environment. The ISS Infrastructure Manager must approve in writing any exceptions to this rule prior to project implementation.
- Any device that cannot run in a VMWare-based virtual environment (“stand-alone”) must have hardware and software approved by ISS Infrastructure Manager prior to its connection to the County network.
- All servers will comply with ISS standard resource configurations. The ISS Infrastructure Manager must pre-approve any deviation from this standard and may incur additional costs.
- No server shall be configured as a ‘file share’. File storage shall be NAS based.
- In addition to the requirements listed above, all stand-alone devices must, at a minimum, meet the following requirements:
  - Be installed at the County Data Center (RCC)
  - Be rack-mountable
  - Only run server-class operating systems
  - Be configured for out-of-band management and have remote monitoring software installed
  - Meet ISS minimum hardware requirements including, but not limited to:
    - Dual power supplies
    - Dual NIC’s
    - Dual processors
    - Dual HBA’s
    - Dual hard drives, redundant array of independent disks (RAID) configurable for boot drive
    - Use storage area network (SAN) for attached storage devices

The following lists the default standards used for specific server operating systems:

### 5.1 Microsoft Windows-Based Server Requirements

In no case shall an operating system be installed that is not under current manufacturer support (typically this is N-2 for Microsoft operating systems).

- The Boot partition “C Drive” shall be 40 GB (Thin Provisioned).
- The Data partition shall be 40GB to 100 GB (Thin Provisioned).
- 8 GB RAM
- The C: drive will contain only the operating systems. Databases must reside on separate servers from that of application or Web servers.
- Application, service, or vendor accounts will not be members of the domain administrator’s group.
- Application, service, or vendor accounts will not be in the local administrator’s group for any server.
- Applications must run as a service. ISS prohibits applications that require a user account to remain logged in.

## 5.2 Linux-Based Server Requirements

- RHEL 7 or greater, kernel 3.0 or greater, 64 bit architecture
- 40 GB Boot partition
- 4 GB memory
- Applications will **not**:
  - Have a web interface that allows users to access the system as a privileged account.
  - Run root processes.
  - Be installed in any file system that is part of root.
  - Write log files to any file system that is part of root.
  - Update root system's files during installation.
- Applications will be installed using a unique user ID and unique group ID.
- Purge application and system logs, as needed.
- Disable Telnet and the "r" commands on all UNIX servers.
- .rhost file is not available.

## 5.3 Oracle-Based Server Requirements

- County-supported Oracle versions are Oracle Enterprise Edition 10g or higher.
- County-supported environment for Oracle databases is Oracle Linux on an Oracle Exadata shared environment.
- Database setup shall be compliant with Oracle's Optimal Flexible Architecture (OFA) file naming conventions
- Applications must be installed under separate schema not requiring Database Administrator (DBA) privileges or DBA type privileges. Applications will not require or use the Linux Oracle account.
- Applications will provide a security module to manage user IDs and permissions.
- Application vendors shall provide all database creation scripts and any other required scripts to build, maintain, and support the database environment.
- Application vendors shall provide all documentation related to all database creation scripts and any other required scripts to build, maintain, and support the database environment.
- ISS personnel shall install databases using vendor provided scripts, initialization parameters, and any special performance related parameters.
- Oracle's Administrator (SYSADM) account must not be required for software to operate.  
**NOTE:** If SYSADM privileges are required for installation, a County Database Administrator shall perform the installation vendor supplied scripts under the application vendor's direction.

## 5.4 Microsoft SQL-Based Server Requirements

- Microsoft SQL Server versions are Server SQL 2012 Enterprise or higher.
- Database installations must be on a separate server from the application executables and support files. Database installations cannot be installed to the C: drive of the Windows Server. Applications will allow the ISS Database Administrator to specify the drives and directories where the database files will reside.
- MSDE, SQL Server Express, or MS Access based software are prohibited. Applications must support SQL Servers Integrated Security model.
- Applications must contain a security module to manage user ID's and permissions, with no blank or hard-coded passwords allowed.
- Server Administrator privileges are not permitted.

**NOTE:** If Server Administrator privileges are required for installation, an ISS Database Administrator shall perform the installation.

- ISS prohibits use of applications that create, update, or delete of any files on the database server outside the constructs of the database engine.
- ISS prohibits use of applications that create new databases or persistent database objects as part of its operation.
- Applications shall support application database backups/restores using the County's Enterprise Backup Tool. Currently, the County standard is CommVault's Galaxy iData-Agent for SQL Server.
- Applications must provide an audit mechanism to record the date, time, and user id that last modified a given row in an application table.
- Applications must utilize database referential integrity.

## 6.0 Network Systems Requirements

### 6.1 Protocol Node Names and Addresses

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

10.0.0.0                    - 10.255.255.255/8

172.16.0.0                - 172.31.255.255/12

192.168.0.0              - 192.168.255.255/16

- The NOC maintains an addressing plan and uses the plan to assign addresses. The Internet Addressing Authority, a private entity, assigned a block of addresses for the County. The NOC will maintain and assign these addresses, as needed.
- Use of Registered Internet addresses on the County network is not allowed.
- All network numbers for "special function" TCP/IP networks will be assigned by the NOC.
- No INTERNET connections are allowed from any node, modem, or communications device on the network without NOC and Enterprise Security approval.
- A network-wide, shared-use Internet connection is available to all entities.
- TCP/IP DOMAIN NAME SERVERS (DNS) are an alternative to local administration and maintenance of a "hosts" file. Any Divisions, Elected Officials, or agencies wishing to use the DNS may send a list of IP addresses to be included in the DNS to the ISS Service Center, (407-836-2929 or 6-2929), which will be routed to the NOC staff.
- Entities who have dedicated network staff and wish to be assigned their own IP address space will request the assignment from the NOC through the ISS Service Center, (407-836-2929 or 6-2929). These entities will provision their own DNS and be responsible for administration of their own IP address spaces (as assigned by the NOC for the agency to administer).
- Only routed networks with at least 254 IP nodes are eligible for this option. DHCP is provided by the NOC.
- No shared device (printer, server) may use a DHCP address. Static IP addresses are available in limited amounts on request.

## 6.2 Bridges, Routers, and Gateways

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

## 6.3 Network Security

- All default accounts on all processors connected to the network will either be disabled or have the default password changed. No accounts are allowed without passwords.
- The default “privileged password” on all network electronics will be changed.
- All dial-up access must be provided through secure access servers. No direct access via dial-up lines is allowed on any type of device, processor, terminal, server, or PC connected to the network.
- The NOC provides and maintains a secure access server for Dial-up use. Contact the ISS Service Center (407-836-2929 or 6-2929) for remote access authorization by the Enterprise Security Team.
- The requesting department will provide the hardware & software for the employee’s home use, unless the employee provides their own.
- Vendor field service will have remote access through NOC provided access servers. VPN access is available for use.
- No entity on the network shall make any connection to the Internet, dial-up service, wireless provider, or wireless access-point without written permission from the ISS Enterprise Security Team and Network Operations.
- An Internet gateway is provided for all entities on the network to use.
- Any entity that directly connects their network to the Internet may not remain connected to the County network, due to security risks. If the Internet connected entity supplies, at their own expense, an acceptable Firewall between their networks and the County networks, the County network connection can resume via the Firewall provided.

### Wireless Local Area Network (LAN) (Ethernet) Security

- All 802.11x wireless LANs must use a DOT1X supplicant for network admission control.
- All 802.11x clients must use VPN triple Data Encryption Standard (DES) or Advanced Encryption Standard (AES) encryption. Client authentication via RADIUS server is required. The RADIUS server is provided and administered by ISS Enterprise Security.
- All access points attached to the County network must be Lightweight Access Point (LWAP). (No stand-alone access points are permitted)

### Wireless Wide Area Network (WAN) Security

- The County maintains a contract with a wireless provider. A gateway is available for connecting to the contracted wireless provider. The County prohibits access to the network using any other wireless provider.

## 6.4 Network Components

### Transmission Media

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

### Transmission Methods

- Optical, metallic cable, leased data circuits (analog, digital), private (analog, digital), and wireless (802.11x) are all permitted for IP data communications in the network.

## Supported LAN Types

- ETHERNET, 802.3, 10 BASE T, 100 BASE TX, 100 BASE FX, 1000 BASE xx (Gigabit), 802.11x (wireless Ethernet), 10 GIGABIT.
- Etherchannel: The only Etherchannel protocol supported by the County is 802.3ad Link Aggregation Control Protocol (LACP).

## 6.5 Network Circuits

- The NOC will design all WAN networks and, if required, procure leased data communications circuits from the Carrier.
- The NOC will act as the central point of contact between all entities using WAN circuits.
- The NOC will be notified by the affected entity and/or the ISS Service Center of service affecting WAN outages.
- The ISS Service Center (407-836-2929 or 6-2929) and the NOC will be responsible for coordinating successful repair of WAN circuits.
- The NOC will be responsible for ordering the disconnection and termination of leased data circuits upon notification by the customer.
- Critical LANs and/or WANs may be designed with duplicate, automatic, redundant circuits and electronics to provide automatic recovery of data communications.
- Circuits leased by any entity (other than the County) will be managed by that entity's technical staff.
- A Remote Site is available for recovery of certain critical applications and County networks in the event of a formally declared disaster. This site is located in Tallahassee at the Northwest Regional Data Center. (NWRDC). The NWRDC is permanently connected to the County networks, and is available and operational 24 x 7 x 365.

## 6.6 Network Installation

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

## 6.7 Network Trouble Reporting

- Customers exclusively confined to applications delivered by networks supplied by the NOC will call or e-mail the ISS Service Center (407-836-2929 or 6-2929) to report trouble, request service, and get technical advice. The ISS Service Center will screen all calls, resolve any problems it is able to resolve with ISS Service Center staff, and refer unresolved network problems to the NOC.
- Customers exclusively confined to applications on networks supplied by other entities will call that entity's network staff to report trouble, request service, and get technical advice.
- Customers on a mix of processors and networks supplied by the NOC and other entity's processors and networks will call the ISS Service Center (407-836-2929 or 6-2929) to report trouble, request service, and get technical advice.
- The NOC employs a variety of network management and troubleshooting tools and systems. These network management systems are used by the NOC staff to test, troubleshoot, and diagnose all devices attached to the network.
- All LAN equipment attached to the network must support Simple Network Management Protocol (SNMP) and/or SNMP-2. Remote Monitoring (RMON) is also allowed, but not instead of SNMP. RMON is in addition to SNMP. Older equipment not supporting these standards will be phased out. The NOC is the only organization permitted to run SNMP on network equipment.
- Network problems that can be repaired by the NOC will be scheduled in a repair queue. Repair priority is based on the severity of the problem and quantity of customers affected.

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

## **6.8 Network Performance Management**

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

## **6.9 Network Documentation**

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

## **7.0 IP Telephony Standards**

- The definition of IP telephony is telephones and a Private Branch Exchange (PBX) with an integral Ethernet Network Information Card (NIC) using the Internet Protocol to communicate.
- All telecom related applications must be certified under the Avaya DevConnect program and compatible with the County's current level of Avaya Communications Manager for the appropriate site.
- The Telecom Unit must approve all peripheral applications, or software, prior to purchase.
- IP phones must derive their electrical power from the CAT-5e Ethernet cable. (POE type-1, 802.af standard)
- Ethernet switches in the closets will be used to provide in-line DC power through the CAT-5e patch panels.
- All Ethernet electronics used in this configuration will have a UPS attached.
- If the IP phone has a provision to connect the desktop PC into the same Ethernet as the phone, then the IP phone must use Ethernet switch technology. Use of a hub/repeater is not allowed.
- IP phones must operate in a separate subnet from the attached PC.
- IP phone packets will be given the highest priority of all IP communications traffic on the LAN. Other non-telephony applications will have their "IP Precedence" bit modified at the Ethernet switch to conform to this standard.
- IP phone access to the network through the internet provider will use the ISS provided VPN services.
- Direct access to internal devices is prohibited.

## 8.0 Externally-Hosted System Standards

This information is for all vendors, networks, systems, and applications that will transmit, process, store, or handle electronic data provided by County.

### 8.1 Data Input and Processing

- Any use of Social Security Number information shall adhere to and abide by Florida Statutes, specifically F.S. 119.071, which provides detailed guidelines on usage of Social Security Numbers.
- The hosted application shall not have access to Social Security information.
- The hosted application shall not have access to data containing bank information.
- The hosted application shall not have nor be granted direct or indirect access to the County's Active Directory user names.
- The hosted application shall not have access to the County's internal or DMZ networks.

### 8.2 Data Storage and Handling

- The provider shall encrypt any data accessible from the hosted application meeting the following criteria at rest and in transit:
  - Names
  - Addresses
  - Phone numbers
  - Email addresses
  - Birth dates
  - Federal/state/local documents numbers
  - Account numbers
  - Race or religious information
  - User names
  - Passwords
  - Employee identification numbers
  - All Health Insurance Portability and Accountability Act (HIPAA) information
  - All Purchase Card Industry Data Security Standards (PCI DSS) information
- Any data, accessible from the hosted application or directly accessible from it, should be encrypted.

### 8.3 Transmission of Data

An encrypted tunnel must be used to transmit any data referenced above.

### 8.4 Disposal of Data

When no longer needed, or when data must be removed from the system, it shall be sanitized and disposed of using one of the methods listed below:

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

## 8.5 External Audits

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

## 9.0 Data Center Standards

In addition to standards outlined in 5.0, *Standards for In-House Servers and Server Operating Systems*, the following requirements apply to hardware installed in an Orange County Data Center, such as, network switches, appliances, servers, storage arrays, etc. These requirements apply to orders placed by Orange County personnel, vendor special orders, and orders placed by RCC tenants:

- Standard rack configuration is 42U
- PDU orders need network monitoring (smart PDU) for rack
- Mounting hardware for racks should be included in order
- Dual power supplies for all equipment
- Dual NIC cards for any hardware needing to connect to network

## 10.0 Acronyms

ADF	Automatic Document Feeder
County	Government of Orange County, Florida, Board of County Commissioners
DHCP	Dynamic Host Configuration Protocol
DNS	Domain Name Server
DVI	Digital Visual Interface
DVD+/-RW	Digital Versatile Disk-Rewritable
GB	gigabyte
ISS	Orange County Information Systems and Services
IP	Internet Protocol
IT	Information Technology
NOC	Network Operations Center
OEM	Original Equipment Manufacturer
ppm	Pages per minute
RAM	Random Access Memory
RMON	Remote Monitoring
SAN	Storage area network
SNMP	Simple Network Management Protocol
SSD	Solid State Drive
SFF	Small Form Factor
TCP/IP	Transmission Control Protocol/Internet Protocol
USB	Universal Serial Bus
WAN	Wide Area Network
VNC	Virtual Network Computing
VPN	Virtual Private Network