

Issue Date: May 8, 2017

**REQUEST FOR PROPOSALS**

**FOR**

**GROUP TERM LIFE, ACCIDENTAL DEATH, LONG AND  
SHORT TERM DISABILITY AND DISMEMBERMENT**

**RFP #Y17-1068-LC**

The Orange County Board of County Commissioners, Orange County, Florida, invites interested parties to submit proposals **no later than 2:00 PM, Thursday, June 8, 2017** for providing term life, accidental death and dismemberment group insurance to the Board of County Commissioners.

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

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

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

**NOTICE TO PROPOSERS**

To ensure that your proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Linda Carson, Senior Purchasing Agent, at (407) 836-5548, whose email address is [Linda.Carson@ocfl.net](mailto:Linda.Carson@ocfl.net). **You may contact Linda Carson at any time during this process, including during the Black Out Period.**

## TABLE OF CONTENTS

<b><u>DESCRIPTION</u></b>	<b><u>PAGE</u></b>
PURPOSE	2
INSTRUCTIONS TO PROPOSERS	2
TERMS AND CONDITIONS	3-10
DEBRIEFING OF PROPOSERS	8-9
PROPOSAL FORMAT	11-19
SELECTION CRITERIA	19
SCOPE OF SERVICES	20-29
FORM 1 MANDATORY FEATURES	30-31
FORM 2 WORKSHEET	32-41
FORM 3 PREMIUM PROPOSAL WORKSHEET	42
EMERGENCY CONTACTS	43
ACKNOWLEDGEMENT OF ADDENDA	43
EMPLOYMENT DATA, SCHEDULE OF MINORITIES AND WOMEN	
SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM	
SCHEDULE OF SUBCONTRACTING – SDV PARTICIPATION FORM	
LOCATION	
CONFLICT/NON/CONFLICT OF INTEREST STATEMENT	
AUTHORIZED SIGNATORIES/NEGOTIATORS	
DRUG-FREE WORKPLACE FORM	
WELFARE TRANSITION AND/OR DISLOCATED WORKER FORM	
LETTERS OF INTENT	
E-VERIFICATION CERTIFICATION	
RELATIONSHIP DISCLOSURE FORM	
RELATIONSHIP DISCLOSURE FORM - FREQUENTLY ASKED QUESTIONS (FAQ)	

## TABLE OF CONTENTS (CONTINUED)

<b><u>DESCRIPTION</u></b>	<b><u>PAGE</u></b>
ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT	
EXPENDITURE REPORT- FREQUENTLY ASKED QUESTIONS (FAQ)	
AGENT AUTHORIZATION FORM	
EXHIBIT A – LEASED EMPLOYEE AFFIDAVIT	
EXHIBIT B – COMMERCIAL GENERAL LIABILITY	
EXHIBIT C – COMMERCIAL GENERAL LIABILITY	
EXHIBIT D – WORKERS COMPENSATION & EMPLOYEES LIABILITY INSURANCE POLICY	
EXHIBIT E – WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US	
SAMPLE CONTRACT	1-17
ATTACHMENT A – BUSINESS ASSOCIATE AGREEMENT	
ATTACHMENT B – ORANGE COUNTY IT STANDARDS	
APPENDIX A EMPLOYEE CENSUS (ON LINK)	
APPENDIX B TERM LIFE AND DISABILITY INSURANCE DOCUMENTS (ON LINK)	
APPENDIX C LIFE AND DISABILITY INSURANCE EXPERIENCE REPORTS (ON LINK)	
APPENDIX D ENTERPRISE SECURITY STANDARDS, POLICIES AND GUIDELINES (ON LINK)	

# REQUEST FOR PROPOSALS

FOR

## GROUP TERM LIFE, ACCIDENTAL DEATH, LONG AND SHORT TERM DISABILITY AND DISMEMBERMENT

RFP #Y17-1068-LC

### **PURPOSE**

The Orange County Board of County Commissioners, Orange County, Florida, is soliciting sealed proposals for term life, accidental death and dismemberment group insurance plan.

### **INSTRUCTIONS TO PROPOSERS**

Firms or companies desiring to provide services, as described in the Scope of Services, shall submit sealed proposals, one (1) original, eight (8) copies and two (2) electronic copies on CD or USB drive not later than **2:00 PM local time Thursday, June 8, 2017**, to the Orange County Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, Florida 32801, (407) 836-5635.

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

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

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

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

## **TERMS AND CONDITIONS**

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

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

### **2. CLARIFICATION**

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

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

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide to the County the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.

### **4. SEALED PROPOSALS**

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

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

### **5. PROPOSAL PREPARATION**

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

### **6. INSURANCE**

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 \$500,000 per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.  
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.  
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- Professional Liability- with a limit of not less than \$1,000,000 per occurrence/claim

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

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

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

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

The certificate holder shall read:

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

**7. DRAFT CONTRACT**

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

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

**8. ACCOUNTING SYSTEM**

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds. The accounting system shall also include adequate records and documents to

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

## **9. SHORTLISTS, PROTESTS and LOBBYING**

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

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

- **Orange County Lobbyist Regulations General Information**  
<http://www.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx>

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

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

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

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

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

## **10. PUBLIC ENTITY CRIME**

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

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



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

**11. AVAILABILITY OF FUNDS**

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

**12. TOBACCO FREE CAMPUS**

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

**13. CONTRACT TERM**

It is the intent of the County to enter into a three (3) year term contract, with renewal clause for two (2) additional one (1) year terms for services as described herein.

**14. SCHEDULE OF SUBCONTRACTING**

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

**15. EQUAL OPPORTUNITY**

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

Further, the Contractor shall abide by the following provisions:

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

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

**16. QUESTIONS REGARDING THIS RFP**

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

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

All questions or concerns regarding this Request for Proposals must be submitted in writing, by email to Linda.Carson@ocfl.net no later than 5:00 PM Friday, May 26, 2017 to the attention of Linda Carson, Procurement Division, referencing the RFP number. When required the Procurement Division will issue an addendum to the Request for Proposals. The addendum will be available on the Internet for access by potential proposers. Proposers are instructed not to contact the initiating division directly. No oral interpretation of this Request for Proposal shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Procurement Division Manager. **You may contact Linda Carson at any time during this process, including during the Black Out Period.**

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

**17. DEBRIEFING OF PROPOSERS**

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

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

Untimely debriefing requests will also be considered.

#### **18. REFERENCE CHECKS**

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

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

#### **19. CONFIDENTIAL INFORMATION**

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

#### **20. BUSINESS ASSOCIATE AGREEMENT**

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

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

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

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

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

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

## PROPOSAL FORMAT

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

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

- Submit one (1) original, eight (8) copies and two (2) electronic copies on CD or USB drive for document management purposes.
- All responses and copies are to be submitted on 8 ½ x 11 inch paper, bound individually.
- Both the original and each copy of the proposal shall include full copies of any forms or attachments.
- You are not required to include CDs/USB Drives with each of the eight copies, **but** a printed copy of the worksheets shall be included with your original response and each of the eight copies.
- Complete all worksheets in the format provided on the following link:

<ftp://ftp.ocfl.net/divisions/purchasing/pub/Current%20Bids%20and%20RFPs%20-%20Large%20Files/RFP%20Y17-1068-LC/>

- DO NOT ALTER THE WORKSHEET FORMATS.
- Clearly mark "ORIGINAL" on the original proposal and "COPY" on each of the copies.
- All pages in the proposal shall be numbered sequentially and indicate the name of the Proposer.
- If printed material has been enclosed as an attachment, reference the attachment's identifying information and location in the body of a response to a question.
- If your response contains any information deemed confidential, in accordance with Chapter 119 of the Florida Statutes, provide an additional CD or USB drive with a redacted version of your response labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

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

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

**Note:** Forms, attachments, or enclosures without complete references may negatively impact proposal evaluations.

### 1. Cover Letter /CD:

Provide a brief description of the firm's response to the services requested, and confirm the firm's agreement to meet the minimum requirements of this Request for Proposals.

**2. Tab 1. Form 1, Mandatory Features Checklist:**

Proposer shall complete Form 1, Mandatory Features Checklist. Save the completed worksheet on CDs or USB Drives in **word format**, and label it "MANDATORY FEATURES Your Carrier Name.doc".

**The attached Mandatory Features, Form 1**, shall be included with each proposal before further consideration will be given. The Mandatory Features checklist shall be completed, including an authorizing signature. If the stated feature is included in your proposal as requested, check "Yes". If the stated feature is not included in your proposal, check "No".

**Note:** Your proposal will be removed from consideration if any feature indicates a "No" response, or if the feature is not included in your proposal.

**3. Tab 2. Form 2, Proposal Services and Benefits Worksheet:**

Proposer shall complete, Form 2, General Information, Scope of Services-General, General Administrative Questions and References Worksheets, Group Term Life AD&D Question & Benefits Worksheets, Disability Question & Benefits Worksheets, and answer the question, **without referencing the reader to other portions of your proposal**;

- Provide answers in the indicated format;
- Answer only the questions asked;
- Respond as briefly as possible;
- Indicate "not available" for missing information; and
- Indicate " N/A" for information that is not applicable of your organization.

Complete the worksheet in the format provided: Save the completed worksheet on CDs or USB Drives in **the word format**, and label it "ADMIN SERVICES Your Carrier Name.doc".

- a) Proposer shall attach a sample contract/Master Group Agreement.
- b) Proposer shall attach sample reports as outlined in the Worksheet responses.

**4. Tab 3. Form 3, Premium Proposal Worksheet**

Proposer shall complete and submit the Premium Schedule included herein in Form 3 in **excel format**.

The following information (Items 5 through 10) should be submitted to insure that your proposal is adequately evaluated. Failure to provide this information may negatively impact the score of your proposal.

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

- A. Proposers must address how they intend to comply with the Orange County M/WBE Ordinance, No. 94-02 and amended by Ordinance No. 2009-21. The goal of 24% utilization of certified minority/women business

enterprise is applicable to this project. The Ordinance also addresses minority/women group employment levels setting goals to encourage each Proposer to maintain 24% minority and women employee workforce levels in specific categories.

- B. M/WBE firms must be Orange County certified at time of submittal of the Proposal and must be certified in the area(s) for which they will be used. If a firm claims to be certified, but is not listed on the County's website, ocfl.net, the Proposer should obtain a copy of their Orange County certificate and/or contact the Business Development Division at 407-836-7317 for verification of certification. Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola Counties) are eligible for Orange County certification.
- C. Effective August 1, 2003, the County has implemented a graduation program whereby M/WBE firms designated as graduates can participate in the M/WBE program only on specified projects. A prime Contractor may only use a graduate M/WBE to satisfy M/WBE participation in the following:
- For Professional Services in which estimated the overall contractual fees to be awarded to the prime in excess of \$500,000.
  - Vertical construction projects in which the total prime contractor's estimate in excess of \$10,000,000.
  - Horizontal construction projects in which the total prime contractor's estimate in excess of \$7,000,000.
  - Other construction projects in which the total estimate is in excess \$7,000,000.

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

- D. The County has established a credit program whereby Proposers are awarded credits to be applied toward meeting the M/WBE goals on certain County projects. Emphasis will be placed on credits for non-County utilization and first-time M/WBE utilization. Proposers are encouraged to contact the Business Development Division in advance of submittal of proposal for information on acquiring and applying credits.
- E. Proposers must submit signed Letter of Intent with their Proposal for all current Orange County certified M/WBE subcontractors identified on the **SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM**. These Letters of Intent must indicate the scope of work to be performed by every M/WBE plus the percentage of the contract fees to be contracted to the listed subcontractor.
- F. The awarded prime Contractor's responsibilities and requirements are itemized below:

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

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

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



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

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

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

**6. CONFLICT OF INTEREST FORM**

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

**7. ETHICS COMPLIANCE**

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

- A. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in Section 2-351, Orange County Code. This form shall be completed and submitted with any bid, proposal or other response to an Orange County solicitation. The Proposer shall not be awarded a contract unless this form has been completed and submitted.
- B. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder, proposer or responder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with your proposal.

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

**8. AUTHORIZED SIGNATORIES/NEGOTIATORS FORM**

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

**9. DRUG-FREE WORKPLACE FORM**

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

**10. VERIFICATION OF EMPLOYMENT STATUS**

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

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

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

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

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

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

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

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

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

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

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

- A. Registered SDV business enterprise proposers competing as a prime contractor shall receive five (5) points;
- B. Registered SDV proposers with registered SDV business enterprise sub-Contractors on their team shall receive two points for each sub-Contractor up to a maximum of ten (10) points;
- C. Proposers with registered SDV business enterprise sub-Contractors on their team shall receive two points for each registered SDV sub-Contractor up to a maximum of 5 SDV sub-Contractors for a maximum of ten (10) points.
- D. All SDV firms must be Orange County registered at the time of submittal of the proposal and must be registered in the area(s) for which they will be used. If a firm claims to be registered, but is not listed on the County's website, ocfl.net, the Proposer should obtain a copy of their Orange County registration and/or contact the Business Development Division at 407-836-7317 for verification of registration. Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola counties) are eligible for Orange County registration.
- E. Proposers shall submit signed Letters of Intent with their proposal. Proposers for all current Orange County registered subcontractors identified on the **SCHEDULE OF SUBCONTRACTING – SDV PARTICIPATION FORM**. These letters of Intent must indicate the scope of work to be performed by every registered SDV plus the percentage of the contract fees to be contracted to the listed subcontractor.
- F. The Contractor's responsibilities and requirements are itemized below:
  - 1. Incorporate a 72-hour prompt payment assurance provision and payment schedule in all contracts between the prime and sub-Contractors.
  - 2. File copies of all executed subcontractor agreement/contracts between the prime and all SDV subcontractors on the project to Orange County Business Development Division.
  - 3. The Contractor shall furnish written documentation evidencing actual dollars paid to each subcontractor utilized by the prime Contractor on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the prime Contractor prior to the issuance of final payment.
  - 4. The Contractor shall submit an updated quarterly SDV utilization report and the "Employment Data, Schedule of Minorities and Women" report for all professional service contracts. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period.

5. The Contractor shall not substitute, replace or terminate any SDV firm without prior written authorization of the County, nor shall the Contractor reduce the scope of work or monetary value of a subcontractor without written authorization of the County. The Contractor shall notify the Business Development Division of any additional awards to the SDV firm on the Contractor's team and the addition of any new SDV firm to the Contractor's team on that project.
6. The Contractor shall expeditiously advise all SDV's and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the SDV firm(s) on their team.

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

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

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

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

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

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

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

**13. SELECTION - CRITERIA**

<b><u>CRITERIA</u></b>	<b><u>WEIGHT</u></b>
Form 2 Scope of Services & Administration	20
Form 2 Group Term Life/AD&D Services & Benefits	20
Form 2 Disability Services & Benefits	20
Form 3 Premiums	35
<u>M/WBE Utilization</u>	<u>05</u>
<b>TOTAL</b>	<b>100</b>
Welfare Transition and Dislocated Workers Hires	5 Bonus Points
Registered SDV Sub-Contractor Hires	10 Bonus Points
Registered SDV Prime proposers	5 Bonus Points

## SCOPE OF SERVICES

### 1. GENERAL

The Contractor shall provide Group Term Life, Short-Term and Long Term Disability & AD&D Insurance.

#### **Relationship of County Agencies**

The following table lists the participating agencies under the Orange County contract:

<b>Agency Name</b>
Board of County Commissioners
Comptroller's Office
Central Florida Research Park
Supervisor of Elections
Metroplan
Clerk of Courts
Property Appraiser's Office
S.O.B.T. Development Board
Tax Collector's Office
Housing & Finance Authority
IDMTID
Central Florida Research Park

Each of the above agencies shall be delineated for billing purposes. The Contractor shall have one contract for the insurance plan, with separate billing, eligibility definition and payroll deduction cycles maintained for each agency. The Contractor shall agree to allow the County and its affiliated agencies the option of self-administration of the premium bill, submitting payment based on the Contractor's paper list bill, or submitting payment using on-line list bill administration.

#### General Information and Requirements:

- A. County agencies use varying payroll deduction schedules. While the majority of agencies are on a 26 pay schedule, the Contractor shall be able to administer 26 pay, 24 pay and 12 pay payroll deduction schedules.
- B. County agencies maintain all eligibility and beneficiary information.
- C. Employees of all County agencies are covered through Social Security and the Florida Retirement System.
- D. Group Life, Long-Term Disability, Short-Term Disability & AD & D Group Insurance coverage terminates at retirement.
- E. The Contractor shall meet the minimum financial standards and size category as outlined below:

1. An A. M. Best financial strength rating of A or better (Not A-)
  2. An A. M. Best Financial Size Category of Class X or higher.
  3. A Standard & Poor's insurance rating of A or better
  4. A Moody's insurance financial strength rating of A2 or better.
- F. The Contractor shall comply with the "ENTERPRISE SECURITY STANDARDS, POLICIES, AND GUIDELINES ENCRYPTION AND CERTIFICATION AUTHORITIES" as found in Appendix A

**2. ELIGIBILITY AND WAITING PERIOD DEFINITIONS**

All County agencies currently utilize the same eligibility and waiting period definitions. Outlined below are the eligibility and waiting period definitions included in the current County contract.

Eligibility	All Regular Employees working 20 or more hours per week
Benefit Description	Effective Date for New Hires
Basic Life and AD&D	Upon date of hire
Additional life insurance and AD&D (Employee and Spouse)	First of the pay period following 60 days. The benefit is subject to EOI approval if required.
Additional Child Life	First of the pay period following 60 days.
Short Term Disability	First of the pay period following 60 days. The benefit is subject to EOI approval if required.

**3. CLAIMS PROCESSING AND BENEFIT PAYMENTS**

The claims filing procedure shall be satisfactory and acceptable to the County with acknowledgement of claim within 24 hours and within one week of receiving the information needed for determination, as evidenced by the responses in the proposal worksheet. The Contractor shall establish guidelines and have a system to assure that claims are processed timely and accurately.

The Contractor shall demonstrate the ability to deliver an integrated short and long term disability claim management program designed to return claimants to work. The Contractor shall have an automatic process to file integrated Life and LTD waiver of premium claims.

With regard to disability claims, the Contractor shall match the employer's share of FICA taxes on payments made to disabled employees, without reimbursement from the County, and prepare W-2 forms at year-end for benefits paid to each disabled employee.

Claim forms shall be accessible to enrollees online and by contacting the County's Benefits Department. Distribution of claim forms to enrollees may be through Orange County. The Contractor shall also provide the County with a sufficient stock quantity of forms for individual requests or, if requested, provide the County with claim forms in PDF format.

#### **4. CUSTOMER SERVICE AND STAFFING**

The Contractor shall assure that all customer service and claims staff is appropriately trained in the specific technical issues of the Orange County account. Further explanation of your customer service training and requirements will be requested and scored in the proposal worksheet. All staff assigned to the Orange County account shall be trained in customer service skills and practices. The Contractor shall be willing to establish a dedicated unit in the appropriate number to serve participants in the Group Plans, if deemed necessary by the County. The Contractor shall provide an onsite employee to be an advocate for employees accessing the Life and Disability claims process.

The Contractor shall provide an ongoing customer service function throughout the year through which covered persons and claimants can access trained staff toll-free to have questions answered. This customer service function shall be available, at the Contractor's expense, during the Open Enrollment period preceding the effective date of the Contract.

The Contractor shall be capable of recording and maintaining information regarding service-related or other complaints reported by covered employees and/or employee representatives.

The telephonic customer service function shall be available (at a minimum) from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday. The Contractor is encouraged to use advanced technology to ensure that participant questions can be answered at times in addition to the above times in a format convenient for the participant. The Contractor shall have a web-based and telephone system and staff capacity adequate to respond to covered persons within 24 hours of an inquiry.

The Contractor shall operate an appropriate training and quality assurance program for all staff that will directly interact with Group Plan enrollees.

#### **5. ACCOUNT MANAGEMENT**

The Contractor shall designate an Account Manager who has the authority to respond to Orange County's needs within 24 hours of an inquiry. The Account Manager shall be able to make decisions or report to a person who can make decisions concerning process changes as required in servicing this account. The Account Manager is expected to maintain an up-to-date understanding and knowledge of the Orange County account and the Contractor's account management. The Contractor shall be available to meet on a monthly basis with Orange County or more frequently as deemed necessary by the County. Any change in the assigned Account Manager shall be approved by Orange County.

#### **6. COMMUNICATION AND MARKETING**

Orange County will coordinate all employee and employer communication and marketing activities related to the Group Plans.



The Contractor is responsible for all costs of producing, printing, and mailing/distributing adequate quantities of marketing and administrative supplies (e.g., claim forms, provider directories, summary plan booklets, informational brochures) as designated by the County. The format and content of all materials used for the County account shall be satisfactory to Orange County.

Prior to and during Annual Enrollment, general marketing and information materials will be developed by Orange County.

During the Annual Enrollment period each fall, the Contractor, at its own expense, shall provide trained customer service representatives to attend the benefit fair and/or enrollment meetings at the County. The Contractor's staff in attendance shall be technically trained and knowledgeable of the Group Plans. The Contractor may use Contractor-specific informational materials, if deemed appropriate by Orange County.

**SPDs:** The Contractor shall develop, design, print and distribute summary plan booklets (SPD) in a design and format acceptable to Orange County while meeting all filing requirements. The Contractor shall provide Orange County with the SPD in an appropriate word processing format (e.g., Microsoft Word) for placement on the Orange County Internet web site. The Contractor shall provide Certificates of Coverage to mail to each participant's home as requested.

## **7. ANNUAL ENROLLMENT AND MEDICAL UNDERWRITING**

Employees elect coverage options through the employer via an online enrollment website or through completion of a paper form. The Contractor shall accept the use of the website or form as the enrollment form. The Contractor may have the right to approve and add any specific legal information necessary prior to printing of the enrollment form.

Newly eligible employees will be automatically enrolled in Basic Life/AD&D and Long-Term Disability as eligible employees upon their date of hire. Newly eligible employees will have the option to enroll in the Additional Employee Life/AD&D, Spouse Life/AD&D, Dependent Child Life and the Voluntary Short-Term program without evidence of insurability. This is subject to the maximum available amounts under the plan. If a newly eligible employee chooses not to enroll in an option when newly eligible, the employee may elect to enroll during a subsequent annual Open Enrollment Period, subject to medical underwriting for the option(s) not initially selected.

For plan year 2018 the Contractor shall allow all employees and their dependents to enroll in Supplement Life/AD&D and Short-Term Disability coverage up to the guarantee issue maximums without Evidence of Insurability requirements regardless of any prior denials.

The Contractor is responsible for all phases of the medical underwriting process. The Contractor shall administer the medical underwriting process as described in this RFP. Alternative approaches or modifications may be considered; however, at a minimum, the Contractor shall accept the process as outlined herein. The Contractor is responsible for all costs associated with administering the medical underwriting process.

**Medical Underwriting Forms Process:** Distribution of the medical underwriting forms via online or paper shall be available through the Contractor or provided to the employer. The Contractor shall not to rely on the County for distribution of the form(s) to the divisions.

**8. REPORTS**

The Contractor shall provide quarterly reports and present annual reports with observations on the performance of the program. The County understands that due to implementation, the first reports will not be due until after the second quarter of 2018. The County will expect to receive quarterly reports thereafter.

The County's consultant will work with the selected Contractor to finalize the specific data and reporting format. The standard reporting package should include, but is not limited to, the following reports:

Life/AD&D

1. Paid Premium, Incurred Claims, Incurred Loss Ratio & Life Years by Policy Year combined all coverage's and by line of coverage (Basic Life, Basic AD&D, Additional Employee Life, etc.)
2. Life Waiver of Premium Report
3. Conversion Report

Long Term Disability

1. Paid Premium, Incurred Claims, Incurred Loss Ratio, Life Years, Number of Open Claims and Total Claims by Policy Year
2. Open Claim List

Short Term Disability

1. Paid Premium, Incurred Claims, Incurred Loss Ratio, Life Years, Number of Open Claims and Total Claims by Policy Year

Performance Reports

1. Customer Service
2. Claim Administration

**9. PERFORMANCE GUARANTEES**

The Contractor shall provide performance standards and guarantees in areas of implementation, administrative service, claims processing, reporting, and premium guarantees.

**10. IMPLEMENTATION**

The Contractor shall designate an implementation team of experienced staff to work with Orange County to effectively implement the program on schedule.

## GROUP TERM LIFE INSURANCE

### 11. LIFE/AD&D INSURANCE BENEFIT PLAN OVERVIEW

The County provides Basic Group Term Life and Accidental Death & Dismemberment (AD&D) to all eligible employees and is effective upon hire. The Basic Life/AD&D are paid 100% by the County. Employees may purchase Additional Life/AD&D, Spouse Life/AD&D and Dependent (Child) Life through payroll deduction during the annual enrollment period. Life and AD&D benefits are “tied” to each other, i.e., purchased in combination and cannot be purchased separately. Open enrollment is conducted in the fall for a January 1 effective date.

Changes in annual earnings go into effect the first day of the calendar month coinciding with or the next following the date of the change in your annual earnings unless Evidence of Insurability (EOI) is required. Reductions in benefits due to age go in to effect January 1 following the date of the change.

**Note:** If an employee is called to active duty, the County allows spouse and child life insurance to be continued.

### 12. CURRENT PLAN DESIGN

Outlined below is the benefit plan design that applies to all County agencies. Note: Life and AD&D benefits are “tied” to each other, i.e., purchased in combination and cannot be purchased separately.

<b>Basic Life Insurance</b>	
Schedule of Benefits	One times (1x) Basic Annual Earnings, rounded to the next \$1,000
Plan Maximum	<b>\$200,000</b>
Guarantee Issue Amount	<b>\$200,000</b>
Reductions	Reduces to 65% at age 65; further reduces to 50% at age 70; and further reduces to 35% at age 75
Accelerated Death Benefit	75% up to \$500,000 maximum; Terminal illness where death is reasonably expected within 12 months
Waiver of Premium	Qualifying age 60; 180 Day Elimination Period; Terminates at age 65
Conversion	Included
Portability	Included
<b>Basic AD&amp;D</b>	
Schedule of Benefits	Two times (2x) Basic Life Amount
<b>Additional Employee Life</b>	
Schedule of Benefits	Increments of \$10,000
Plan Maximum	<b>\$300,000 or 5 times Annual Earnings in addition to Basic Life</b>
Guarantee Issue Amount	<b>\$200,000 in addition to Basic Life</b>

Annual Increase in Coverage without Medical Underwriting, subject to Overall Plan Maximum	\$10,000 Note: Employee must be currently enrolled in Additional Life and has not previously been denied through medical underwriting
Reductions	Reduces to 65% at age 65; further reduces to 50% at age 70; and further reduces to 35% at age 75
Waiver of Premium	Qualifying age 60; 180 Day Elimination Period; Terminates at age 65
Conversion	Included
Portability	Included
<b>Additional Employee AD&amp;D</b>	
Schedule of Benefits	Two times (2x) Additional Life Amount
<b>Additional Spouse Life</b>	
Schedule of Benefits	<i>Option 1:</i> \$5,000 for employees earning less than \$20,000 who do not elect Additional Life <b><i>Option 2: Increments of \$5,000</i></b>
Plan Maximum	Up to \$250,000 (Not to exceed 50% of Employee combined Basic + Additional Life)
Guarantee Issue Amount	\$50,000
Annual Increase in Coverage without Medical Underwriting, subject to the Spousal Guarantee Issue Amount	\$10,000 Note: Spouse may enroll or increase the Spousal Life (Not to exceed 50% of Employee combined Basic + Additional Life); spouse has not previously been denied through medical underwriting
<b>Additional Spouse AD&amp;D</b>	
Schedule of Benefits	Two times (2x) Additional Life Amount
<b>Additional Child(ren) Life</b>	
Schedule of Benefits	<i>Option 1:</i> \$5,000 for employees earning less than \$20,000 who do not elect Additional Life <i>Option 2:</i> \$5,000 or \$10,000 (Not to exceed 50% of Employee combined Basic + Additional Life)

### 13. LIFE INSURANCE RATES

Rates shall be guaranteed for a minimum of three (3) years. The current Monthly rates are as follows:

Basic Life & AD&D	County
Basic Life Rate Per 1,000	\$0.05
Basic AD&D Rate Per 1,000	0.015
Additional Life	Employee Paid
Rate Per 1,000 by Age Band	Employee & Spouse

<30	\$0.05
30-34	\$0.07
35-39	\$0.13
40-44	\$0.22
45-49	\$0.33
50-54	\$0.51
55-59	\$0.59
60-64	\$0.75
65-69	\$1.52
70	\$3.06
Additional AD&D Rate Per 1,000	\$0.02
Dependent Child(ren) Life Rate	\$0.35 per 5,000

**14. PLAN EXPERIENCE**

Experience exhibits for the County's current Life program are included in Appendix C.

**15. DISABILITY BENEFIT PLAN OVERVIEW**

Currently, Group Long-Term Disability (LTD) is provided as a "core plan" to all eligible employees and is effective upon hire. The "core plan" is paid 100% by the County. Employees may enroll in Short Term Disability (STD) options through payroll deduction. Open enrollment is conducted in the fall for a January 1 effective date.

**16. CURRENT PLAN DESIGN**

The County offers a single LTD plan to all County agency employees. The County pays 100% of the LTD premium. In addition, the County offers a Voluntary Short Term Disability plan that employees may purchase to bridge the gap between their accumulated leave and the LTD elimination period. An outline of the proposed disability plans are as follows:

<b>Long Term Disability</b>	
Benefit Percentage	60%
Maximum Monthly Benefit	\$10,000
Elimination Period	180 Days
Benefit Duration	To age 65 Minimum of 1 year if 62
Minimum Benefit	\$100
Social Security Offset	Primary + Family
Own Occupation	36 Months
Zero Day Residual	Included
Return to Work	12 Months
Pre-Existing Condition	3 / 12
Reasonable Accommodation Expense	Up to \$25,000
Benefit	
Mental / Nervous Limits	24 Months
Substance Abuse Limits	24 Months
Premium Contributions	County Paid

<b>Short Term Disability</b>	
Benefit Percentage	60%
Maximum Weekly Benefit	\$2,500
Elimination Period (Accident / Illness)	Plan 1: 120 days Plan 2: 90 days Plan 3: 60 days Plan 4: 30 days Plan 5: 15 days
Benefit Duration	Plan 1: 9 weeks Plan 2: 13 weeks Plan 3: 18 weeks Plan 4: 22 weeks Plan 5: 24 weeks
Partial Benefits	80% of Pre-Disability Earnings
Minimum Weekly Benefit	\$25
Premium Contributions	Employee Paid

**17. DISABILITY INSURANCE RATES**

**Rates are to be guaranteed for a minimum of three (3) years.** The current rates are as follows:

<b>Long Term Disability</b>	County Paid
Monthly Rate	\$0.18 Percent of Insured Earnings
<b>Short Term Disability</b>	Employee Paid
Monthly Rate per Plan	Per \$10.00 Benefit
Plan 1	\$0.09
Plan 2	\$0.13
Plan 3	\$0.23
Plan 4	\$0.30
Plan 5	\$0.35

**18. LEAVE TIME ACCRUAL**

The County allows employees to accrue two types of leave, Term Leave and Personal Leave. Term Leave is paid time off when an employee is unable to work their normally scheduled work week (usually forty (40) consecutive hours) due to illness or injury. Upon exhaustion of Term Leave balances, accrued Personal Leave balances may be accessed. Personal Leave is paid time off that can be used for vacation, illness, medical appointments, personal, business, etc. Since the current disability contract offsets for leave time, an employee that applies for disability is required to exhaust all leave (Term Leave and Personal Leave) before they can begin receiving disability benefits. The chart below outlines the accrual formulas for each type of leave.

<b>Personal Leave</b>			
<b>Length of Continuous Service</b>	<b>Hours Accrued Per Pay Period</b>	<b>Maximum Days Accrued Per Year</b>	<b>Maximum Accrual Hours</b>
Under 5 years	5.54	18	432
Over 5 years	6.16	20	480
Over 6 years	6.46	21	504
Over 7 years	6.78	22	528
Over 8 years	7.08	23	552
Over 9 years	7.39	24	576
Over 10 years	7.696	25	600
Over 15 years	8.31	27	648
<b>Term Leave</b>			
<b>Length of Continuous Service</b>	<b>Hours Per Paid Hour Per Pay Period</b>	<b>Maximum Accrual Hours</b>	
All employees same regardless of years of service	0.0231	No Maximum	

**19. PLAN EXPERIENCE**

Experience exhibits for the County’s current disability program are included with this RFP in Appendix C.

**20. INDEPENDENT AGENTS OR BROKERS**

The County has contracted with a consultant, RobinsonBush Inc., on a fee for service basis to provide group insurance plans and other employee benefit consulting services. At the discretion of the Contractor, independent agents or brokers may be used in accordance with section 624.428, Florida Statutes and section 624.1275 Florida Statutes. If the Contractor is including an independent agent or broker in the RFP response, the Contractor shall disclose the services that will be provided by the independent agent or broker and the usual commission due to an agent from such insurer. Currently the independent agent is being compensated on the Contractor’s normal/standard graded commission scale. The County's consultant will not serve as agent-of-record for the services provided under contracts resulting from this RFP.

**Appendices are on the link**

- Appendix A Employee Census
- Appendix B Term Life and Disability Insurance Documents
- Appendix C Life and Disability Insurance Experience Reports
- Appendix D Enterprise Security Standards, Policies and Guidelines

**FORM 1, RFP #Y17-1088-LC**

**Mandatory Features Checklist**

**Orange County Government**

**GROUP TERM LIFE, ACCIDENTAL DEATH, LONG AND SHORT TERM DISABILITY  
AND DISMEMBERMENT**

**Effective January 1, 2018**

“Mandatory Features” shall be present in each proposal before further consideration will be given. Below is a checklist to ensure that the Proposer understands and confirms that all “Mandatory Features” are included in the RFP response. If the stated feature is included in your proposal as requested, check “Yes”. If the stated feature is not included in your proposal, check “No”.

**IMPORTANT NOTE: YOUR PROPOSAL WILL BE REMOVED FROM CONSIDERATION IF ANY FEATURE INDICATES A “NO” CHECK.**

<b>Mandatory Features Checklist</b>		
<b>Proposer Name:</b>		
<b>Feature</b>	<b>Yes</b>	<b>No</b>
1. The Proposer completed and submitted all Forms in the described in Section Proposal Format.		
2. The Proposer completed and submitted Forms 2 and 3 Proposed Fees.		
3. The Proposer has provided evidence of a minimum A or above financial strength rating by A.M. Best agency, and is in a financial size category of Class X or higher. Ratings of A- are not sufficient. The Proposer has also provided evidence of Standard and Poor’s financial strength and size.		
4. The Proposer has provided a proposal on all coverage lines requested (Life, AD&D, LTD & STD).		
5. The Proposer has at least five (5) years of experience servicing groups of 5,000 or more insured’s for Life/AD&D and Disability insurance.		
6. The Proposer has been licensed to transact the appropriate insurance products for at least five (5) years in the state of Florida.		
7. The Proposer agrees that the County will have no minimum participation requirements for voluntary (employee paid) products.		
8. The Proposer agrees to guarantee life and disability rates for a minimum of three (3) years.		
9. The Proposer agrees to offer an open enrollment for benefits effective January 1, 2018 that allows employees and their dependents to enroll in Supplemental Life/AD&D and Short-Term Disability coverage up to the guarantee issue maximums and without Evidence of Insurability requirements regardless of any prior denials.		
10. The Proposer agrees to cover current employees and dependents and agrees to cover all actively at work employees and dependents on a “no loss, no gain” basis.		
11. The Proposer agrees to match the County’s definition of a		



**Mandatory Features Checklist**

**Proposer Name:**

Feature	Yes	No
Dependent and Dependent Child (up to age 26) and administer benefits as requested.		
12. The Proposer agrees to match the County’s qualifying event notification period of 60 days and administer the benefits as requested.		
13. The Proposer agrees to match the County’s leave of absence period under the active work provision of 90 days or less.		
12. The Proposer agrees to match the employer’s share of FICA taxes on payments made to disabled employees, without reimbursement from the County, and prepare W-2 forms at year-end for benefits paid to each disabled employee.		
13. The Proposer has submitted a sample contract (Master Group Agreement) and specimen policy (Certificate of Coverage/Summary Plan Description) with response.		
14. The Proposer agrees to modify the monthly premiums to bi-weekly (26) premiums to accommodate the County’s payroll deductions while not changing the benefit. Premiums will be paid bi-weekly based on the applicable rates.		
15. The Contractor agrees to comply with the Exhibit entitled “ <b>OC ENTERPRISE SECURITY STANDARDS, POLICIES, AND GUIDELINES ENCRYPTION AND CERTIFICATION AUTHORITIES</b> ”		

I affirm that the responses herein are accurate.

\_\_\_\_\_  
Name of Firm (Proposer)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

**FORM 2, RFP #Y17-1068-LC**

**Proposal Services and Benefits Worksheet**

**Orange County Government**

GROUP TERM LIFE, ACCIDENTAL DEATH, LONG AND SHORT TERM DISABILITY  
AND DISMEMBERMENT

**Effective January 1, 2018**

Proposer shall complete all questions in full and return: (1) a printed and authorized copy of this worksheet, and (2) Two (2) electronic copies of this worksheet in a Word document on CD-ROM (place the 2 CDs with response marked "Original"). You are not required to include a CD with each of the 8 copies.

<b>I. General Information</b>	
Proposer / Contractor Name:	
Address:	
Contractor Contact:	Telephone:
Contact email:	Fax:
Account Manager	
Indicate the number of clients and total EE population that the Account Manager currently services.	
Does your company have any pending legal actions, disciplinary actions, restrictions or pending reviews by any client, former client, Federal, or State authorities that will impact your company's ability to provide the services proposed herein? If yes, please explain.	

<b>II. Scope of Services – General</b>			
Service	Included in Proposal?		Additional Fee / Comments
	Yes	No	
1. Provide separate billing formats for each agency.			
2. Provide a secure on-line administration portal, to each participating agency, with limited access to information relating only to that agency.			
3. Provide administration for varying payroll schedules.			
4. Match and administer the County's current class descriptions, eligibility and waiting period definitions.			
5. Provide integrated Life waiver of			

<b>II. Scope of Services – General</b>			
Service	Included in Proposal?		Additional Fee / Comments
	Yes	No	
premium and Long Term Disability claims.			
6. Match the employer's share of FICA taxes, at your company's expense, and prepare W-2's.			
7. Provide claim forms in web-based, paper, and PDF formats.			
8. Provide customer services and staffing through an experienced and dedicated team.			
9. Provide a dedicated Account Manager with the authority, capability and availability.			
10. Provide full time onsite employee to be an advocate to employees accessing the Life and Disability claims process.			
11. Assist the County in developing enrollment, general marketing and informational materials.			
12. Incur all cost of producing, printing and mailing / distributing marketing and administrative supplies, including Certificates of Coverage.			
13. Provide representatives at annual enrollment benefit fairs and enrollment meetings.			
14. Provide medical underwriting services with decisions on evidence of insurability made prior to effective date of initial payroll deductions.			
15. Provide reports as outlined on the RFP. Provide sample reports under Tab 2.			
16. Provide performance standards and guarantees.			
17. Provide a plan implementation team.			
18. Provide premium billing and collection from disabled members up to the waiver of premium acceptance.			

<b>III. Administrative Questions</b>	
1. Indicate location of local service and administration office, and hours of operation.	
2. Indicate location of claims office, including hours of operation and toll free phone number.	

<b>III. Administrative Questions</b>	
3. Provide your company's claim office administrative performance standards utilized in 2016 for the following: a. Average speed of answer b. Call abandonment rate c. Claim turnaround time	a.
	b.
	c.
4. Indicate your company's current AM Best financial strength rating and Financial Size Category	
5. Has your AM Best rating changed within the last three (3) years? If so, provide the previous rating and outline reasons for the change.	
6. Indicate your company's current Standard & Poor's Insurer financial strength rating.	
7. Has your S&P rating changed within the last three (3) years? If so, provide the previous rating and outline reasons for the change.	
8. Indicate your company's current Moody's insurance financial strength rating.	
9. Has your Moody's changed within the last three (3) years? If so, provide the previous rating and outline reasons for the change.	
10. How long has your company been administering Life and Disability insurance in Florida?	
11. Will Orange County have on-line access to view claim status, eligibility status, and run reports?	
12. Do you subcontract any life or disability management services to other vendors? If so, specify the roles and responsibilities of all parties included in your proposal.	
13. In addition to Family Medical Leave (FML), the County may allow paid leave of absence of up to 4-6 weeks for personal reasons. Also Head Start employees can continue benefits during summer breaks by paying their portion of premium. Indicate whether your leave of absence language will include coverage for these circumstances.	

**IV. References**

Please provide the following information regarding the public sector clients you currently serve:

- A. Provide a list of your top five (5) clients references for which you currently provide insurance products similar to those requested by the County (Florida public sector over 5,000 employees preferred):

Name and Address of Organization/Number of Employees	Years Providing Services	Insurance Products You Provide	Contact Person Title Phone Number/Email

- B. Provide the names of two (2) clients, if any, who have terminated your services in the last three years and the reason why services were terminated (Florida public sector over 5,000 employees preferred):

Name and Address of Organization/Number of Employees	Years Providing Services	Reason for Termination of Services	Contact Person Title Phone Number/Email

**V. Group Term Life / AD&D Questions**

1. Briefly describe the process and timeline for reviewing and approving waivers of premium.	
2. Will the elimination periods for the Life and LTD waivers of premium be the same?	
3. Will the ported rates be the same as the proposed rates? If not, how are they calculated?	
4. Indicate how your ported charges will impact the active employee plan experience.	
5. If an employee is called to active duty, will you allow spouse and child life to be continued?	
6. What are the life insurance options for payment to a beneficiary? <u>Payment options must guarantee that funds are held in trust separate from the Contractor's operational assets and not subject to Contractor creditors.</u>	
7. List the exclusions and limitations to your Life Insurance plan that differ from the current plan.	
8. List the exclusions and limitations to your AD&D plan that differ from the current plan.	
9. What is your turnaround time in making a final determination on Evidence of Insurability applications and what do employees being denied coverage receive?	

<b>V. Group Term Life / AD&amp;D Questions</b>	
10. Describe your appeal process for denial of benefits.	
11. Is your program a participating or non-participating contract?	
12. Provide the rate calculation formula that will be utilized in determining renewal rates beyond the guarantee period and indicate your tolerable loss ratio to be used in future renewal calculations.	
13. Indicate the percentage of the original life face amount that will be charged to experience for waiver claims.	
14. Indicate your conversion charges to the plan's experience.	
15. Indicate your formula for calculating IBNR.	
16. Describe how active claim reserves are set, including interest assumptions and expense assumptions.	
17. What are the advantages of your Life / AD&D plan compared to other carriers?	
18. Describe your underwriting process and your process for appeal.	
19. Confirm your ability to accept electronic beneficiary information and electronic signature?	

<b>VI. Group Term Life / AD&amp;D Benefits &amp; Provisions</b>		
<b>Group Term Life Benefits</b>		
<b>Benefit</b>	<b>Requested</b>	<b>Proposed</b>
<b>Basic Life Insurance</b>		
Schedule of Benefits	One times (1x) Basic Annual Earnings, rounded to the next \$1,000	
Plan Maximum	\$200,000	
Guarantee Issue Amount	\$200,000	
Age Reductions	Reduces to 65% at age 65; further reduces to 50% at age 70; and further reduces to 35% at age 75	
Accelerated Death Benefit a. Benefit b. Define Qualifying Event	a. 75% to \$500,000 b. 12 months	
Waiver of Premium a. Qualifying age b. Elimination period c. Age waiver terminates	a. Qualifying age 60 and limited to 12 months after age 60 b. 180 Day Elimination Period c. Terminates at age 65	

Additional Life Insurance		
Schedule of Benefits	Increments of \$10,000	
Plan Maximum	\$300,000 or 5 times Annual Earnings in addition to Basic	
Guarantee Issue Amount	\$200,000 in addition to Basic	
Age Reductions	Reduces to 65% at age 65; further reduces to 50% at age 70; and further reduces to 35% at age 75	
Annual Enrollment Offer to Increase Coverage	\$10,000 if not previously declined.	
Spouse Insurance		
Schedule of Benefits	<i>Option 1:</i> \$5,000 for employees earning less than \$20,000 who do not elect Additional Life <i>Option 2:</i> Increments of \$10,000	
Plan Maximum	Up to \$250,000 (Not to exceed Employee combined Basic + Additional Life Insurance)	
Guarantee Issue Amount	\$50,000	
Annual Enrollment Offer to Increase Coverage	\$10,000 if not previously declined.	
Dependent Child(ren) Life Insurance		
Schedule of Benefits	<i>Option 1:</i> \$5,000 for employees earning less than \$20,000 who do not elect Additional Life <i>Option 2:</i> \$5,000 or \$10,000 (Not to exceed Employee combined Basic + Additional Life)	
Evidence of Insurability	Not Required	

Group Term Life Benefit Provisions							
Benefit Provision	Included in Basic Life		Included in Additional Life				Comments or Deviations
			Employee		Spouse & Child(ren)		
	Yes	No	Yes	No	Yes	No	
Waiver of Premium							
Accelerated Death Benefit							
Suicide Exclusion							
Conversion							
Portability							
Survivor Financial Counseling							

World Wide Travel Assistance							
Repatriation Benefits							
Other							

<b>Group AD&amp;D Benefits</b>		
<b>Benefit</b>	<b>Requested</b>	<b>Proposed</b>
<b>Basic AD&amp;D</b>		
Schedule of Benefits	Two times (2x) Basic Life Amount	
<b>Additional Employee AD&amp;D</b>		
Schedule of Benefits	Two times (2x) Additional Life Amount	
<b>Spouse AD&amp;D</b>		
Schedule of Benefits	Two times (2x) Life Amount	

<b>Group AD&amp;D Benefit Provisions</b>							
Benefit Provision	Included in Basic AD&D		Included in Additional AD&D				Comments / Deviations
	Yes	No	Employee		Spouse		
			Yes	No	Yes	No	
Suicide Exclusion							
Conversion							
Portability							
Seat Belt Benefits							
Air Bag Benefits							
Child Care Benefits							
Higher Education Benefits							
Spouse Career Adjustment Benefits							
Common Carrier Benefits							
Paraplegic Benefits							
Quadriplegic Benefits							
Exposure and Disappearance Benefits							
Repatriation Benefits							
Other							

<b>VII. Disability Questions</b>	
1. Are the following methods of claims reporting available to covered employees: electronic claim, paper claim, facsimile, telephonic, and online reporting?	
2. What information do you require from the claimant to approve a disability claim?	



3. What information do you require from the County to process a disability claim?	
4. How does your company obtain a release of medical information from claimants and how do you follow up getting the medical information?	
5. What additional information do you require to approve a long term disability claim for a participant who was approved and exhausted the short term disability benefit?	
6. Indicate your benefit check payment run cycle (i.e., when benefit checks are run and mailed.)	
7. Describe your case management process and provide outcome data, including ROI.	
8. Provide your Social Security approval percentage when assisting participants who apply.	
9. How do you handle reimbursement of overpayments following Social Security approval?	
10. What procedures do you use to detect fraudulent claims?	
11. What is your average turnaround time for making a disability claim determination?	
12. Indicate how disability claim denials are communicated to the employee.	
13. Indicate how disability claim denials are communicated to the County.	
14. Describe the actions your company takes to focus the disabled employee on eventually returning to work.	
15. Describe your process for identifying and managing rehabilitation cases.	
16. Is participation in your rehabilitation program mandatory or voluntary?	
17. Do you have an in-house rehabilitation staff dedicated solely to disability claimants?	
18. Describe your appeal process for denial of benefits.	
19. Are your company's clinical and length of absence protocols available on-line?	
20. Describe your underwriting process and your process for appeal.	
21. Describe your process for settling LTD claims.	
22. Does your proposal include zero days residual?	
23. Indicate your residual/partial benefit calculation formula and if your plan offers a return to work incentive provision, please describe and provide the benefit calculation	

formula.	
24. Please describe programs, if any, you have in place to assist an employee in returning to work.	
25. Please describe programs, if any, you have in place to prevent an employee from going out on a leave.	
26. Indicate the duration of benefits, i.e., ADEA, SSNRA, other.	
27. What is the minimum guaranteed benefit and under what circumstances would an employee who is eligible for benefits, receive no check?	
28. Indicate how trial work days are calculated.	
29. Does your program include self-reported contract language? If so, please define.	
30. List all exclusions and limitations to your STD plan that are deviations from the current plan.	
31. List all exclusions and limitations to your LTD plan that are deviations from the current plan.	
32. What additional provisions will your company include in your proposal to assist the County in managing disability claims?	
33. Is your proposed program a participating or non-participating contract?	
34. Provide the rate calculation formula that will be utilized in determining renewal rates beyond the guarantee period and indicate your tolerable loss ratio to be used in future renewal calculations.	
35. Indicate how your disability reserves are established.	
36. Describe how open claim reserves are set, including interest assumptions, recovery/death assumption, and expense assumptions.	
37. What are the advantages of your disability plan compared to other carriers?	

<b>VIII. Long Term Disability Benefits &amp; Provisions</b>		
<b>Benefits</b>	<b>Requested</b>	<b>Proposed</b>
Benefit Percentage	60%	
Maximum Monthly Benefit	\$10,000	
Elimination Period	180 Days	
Benefit Duration	ADEA	
Minimum Benefit	\$100	
Social Security Offset	Primary + Family	
Own Occupation	36 Months	
Zero Day Residual	Included	
Return to Work Incentive	12 Months	
Earnings Test First 36 Months	Loss of at least 20% of Pre-disability earnings	

Earnings Test After 36 Months	Loss of at least 40% of Pre-disability earnings	
Trial Work Days	30 Days	
Pre-Existing Condition	3 / 12	
Prudent Person Language	Included in Pre-ex	
Mental / Nervous Limits	24 Months	
Substance Abuse Limits	24 Months	
Self-Reported or Limited Conditions Language	Included	
Mandatory Rehabilitation	Yes	
Reasonable Accommodation	Up to \$25,000	
Survivor Benefits	3 Month Lump Sum	
Waiver of Premium	Included	
Other Provisions		

<b>IX. Short Term Disability Benefits &amp; Provisions</b>		
<b>Benefits</b>	<b>Requested</b>	<b>Proposed</b>
Benefit Percentage	60%	
Weekly Benefit Maximum	\$2,500	
Elimination Period (Accident/Sickness)	Plan 1: 120 days Plan 2: 90 days / 90 days Plan 3: 60 days / 60 days Plan 4: 30 days / 30 days Plan 5: 15 days / 15 days	
Benefit Duration	Plan 1: 9 weeks Plan 2: 13 weeks Plan 3: 18 weeks Plan 4: 22 weeks Plan 5: 24 weeks	
Partial Benefit (Zero Day Residual)	Included	
Minimum Weekly Benefit	\$25	
Pre-existing Condition	3 / 12	
Annual Enrollment Offer to Increase Coverage	One step down in is allowed in a decrease in your benefit waiting period and increase in maximum benefit period, if not previously declined.	

I affirm that the responses herein are accurate.

\_\_\_\_\_  
Name of Firm (Proposer)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

**FORM 3, RFP #Y17-1068-LC**  
**Orange County Government**  
**2018 Life and Disability RFP Proposal**

<b>Premium Questions:</b>	
Question	Response
1. Confirm Spouse Life rates are based on Spouse's own age.	
2. Do your proposed rates include commissions? Identify your company's usual commissions for this proposal and estimate the annual commissions included in your proposed rates.	
3. If commissions are included in proposed rates, identify the independent agent(s) or broker(s) to receive these commissions and the specific services that will be provided.	
<b>Performance Guarantees:</b>	
Question	Response
1. Please indicate your proposed Customer Service performance standards, along with financial penalties you are willing to provide for failure to meet standards:	
<ul style="list-style-type: none"> <li>• Average speed of answer</li> <li>• Call abandonment rate</li> <li>• Member complaints</li> <li>• Staff contact turnover</li> </ul>	
2. Please indicate your proposed Claims Administration performance standards, along with financial penalties you are willing to provide for failure to meet standards:	
<ul style="list-style-type: none"> <li>• Claims turnaround time</li> <li>• Claims accuracy</li> </ul>	

I affirm that the responses herein are accurate.

\_\_\_\_\_  
Name of Firm (Proposer)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

EMERGENCY CONTACT

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

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

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

**ACKNOWLEDGEMENT OF ADDENDA**

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

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

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

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

**RFP Number & Title: Y17-1068-LC, GROUP TERM LIFE, ACCIDENTAL DEATH, LONG AND SHORT TERM DISABILITY AND DISMEMBERMENT**

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

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

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

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

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

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

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

**RFP Number & Title: Y17-1068-LC, GROUP TERM LIFE, ACCIDENTAL DEATH, LONG AND SHORT TERM DISABILITY AND DISMEMBERMENT**

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

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

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

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

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

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

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

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

**RFP Number & Title: Y17-1068-LC, GROUP TERM LIFE, ACCIDENTAL DEATH, LONG AND SHORT TERM DISABILITY AND DISMEMBERMENT**

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

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

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

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

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

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



## LOCATION

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

	<u><b>PRIME CONTRACTOR</b></u>	<u><b>PERCENTAGE OF WORK ASSIGNED</b></u>
1.	Name: _____	_____ %
	Address: _____ City: _____ County: _____ State/Zip: _____	
2.	Name: _____	_____ %
	Address: _____ City: _____ County: _____ State/Zip: _____	
3.	Name: _____	_____ %
	Address: _____ City: _____ County: _____ State/Zip: _____	
4.	Name: _____	_____ %
	Address: _____ City: _____ County: _____ State/Zip: _____	

	<u><b>SUBCONTRACTOR / SUBCONTRACTOR</b></u>	
1.	Name: _____	_____ %
	Address: _____ City: _____ County: _____ State/Zip: _____	
2.	Name: _____	_____ %
	Address: _____ City: _____ County: _____ State/Zip: _____	
3.	Name: _____	_____ %
	Address: _____ City: _____ County: _____ State/Zip: _____	
4.	Name: _____	_____ %
	Address: _____ City: _____ County: _____ State/Zip: _____	
	<b>Total Percentage (Must Equal 100%)</b> (Use additional pages if necessary)	_____ %

## CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

### CHECK ONE

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

OR

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

## LITIGATION STATEMENT

### CHECK ONE

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

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

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

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

\_\_\_\_\_  
TITLE

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

**AUTHORIZED SIGNATORIES/NEGOTIATORS**

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

Name	Title	Telephone Number/Email

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

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

**Type of Organization**

Sole Proprietorship     Partnership     Non-Profit  
 Joint Venture     Corporation

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

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

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

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

## DRUG-FREE WORKPLACE FORM

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

Name of Business

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

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

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

\_\_\_\_\_  
Date

**WELFARE TRANSITION AND/OR DISLOCATED WORKER**

**PROPOSED HIRING INFORMATION**

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

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

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

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

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

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

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

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

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

Verification: I certify that the below individual are eligible.

Individual Complete Name:

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

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

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

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

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

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

**LETTER OF INTENT**

**(VERIFICATION OF MWBE UTILIZATION)**

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

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

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

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

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

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

Authorized Agent of Prime Contractor	Date	
Printed Name & Title		
Authorized Agent of M/WBE Sub-Contractor	Date	
Printed Name & Title		
M/WBE Address		
City	State	Zip Code
Phone Number	Fax Number	

**LETTER OF INTENT**

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

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

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

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

---

Service-Disabled Veteran Sub-Contractor

---

Specific Scope(s) of Work/Services

---

Subcontract Percentage/Amount

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

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

---

Authorized Agent of Prime Contractor Date

---

Printed Name & Title

---

Authorized Agent of Service-Disabled Veteran Sub-Contractor Date

---

Printed Name & Title

---

Service-Disabled Veteran Address

---

City State Zip Code

---

Phone Number Fax Number

## E VERIFICATION CERTIFICATION

Contract No.Y17-1068-LC

I hereby certify that I will utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing the use of the system to confirm the employment eligibility of the individuals classified below. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida statutes.

All persons, including subcontractors and their workforce, who will perform work under **Contract No.Y17-1068-LC, GROUP TERM LIFE, ACCIDENTAL DEATH, LONG AND SHORT TERM DISABILITY AND DISMEMBERMENT**, within the state of Florida.

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

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

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

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

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



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

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

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

**Part I**

**INFORMATION ON PROPOSER:**

Legal Name of Applicant:

\_\_\_\_\_

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

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

Business Phone: (     ) \_\_\_\_\_

Facsimile: (     ) \_\_\_\_\_

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

Name of Applicant's Authorized Agent:

\_\_\_\_\_

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

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

Business Phone: (     ) \_\_\_\_\_

Facsimile: (     ) \_\_\_\_\_

**Part II**

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

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

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

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

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

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

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

---

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(Use additional sheets of paper if necessary)

For Staff Use Only:

Date Submitted \_\_\_\_\_  
Date Updated \_\_\_\_\_  
Bid Number # \_\_\_\_\_

**Part III**

**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

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

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

Printed Name and Title of Person completing this form:

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

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

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

(Notary Seal)

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

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

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

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

**WHAT IS THE RELATIONSHIP DISCLOSURE FORM?**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division processing the application not less than seven (7) days prior to the scheduled BCC

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

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

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

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

**CONCLUSION:**

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

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

### ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

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

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

#### **Part I**

**Please complete all of the following:**

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

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

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

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

**Part II**

**Expenditures:**

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

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

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, Contractors, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimums 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/RFP NUMBER AND TITLE) \_\_\_\_\_, and to appear on my/our behalf before any administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

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

\_\_\_\_\_  
Date

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

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

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

(Notary Seal)

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

**EXHIBIT A**

**LEASED EMPLOYEE AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

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

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

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

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

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

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

1. **PRODUCER:** Agent's name and address must be shown along with contact name phone, fax, and email address.
2. **INSURED:** Legal name and address of the entity entering into the contract or agreement
3. **INSURERS AFFORDING COVERAGE & NAIC #:** Name of the insurance company that is insuring the line of coverage. The INSURER and applicable letter will be used throughout the certificate to indicate the lines of coverage placed with a particular insurance company. A letter must be shown in the INSUR L TR section for each coverage line listed on the certificate.
4. **ADDL INSR:** Signifies whether coverage includes additional insured status. Very few agents use this section. Additional insured status is usually discussed in the Description of Operations/Locations/Vehicles section.
5. **SUBR WVD:** Signifies that a waiver of subrogation is in valid for each line of coverage as indicated.
6. **POLICY NUMBER:** A policy number should be listed for each line of coverage for which commercial insurance is being provided.
7. **POLICY EFFECTIVE/EXPIRATION DATES:** Effective and expiration dates should fall within the time frame of the inception of the contract or agreement.
8. **LIMITS:** As required in the written agreement. The general aggregate should be at least twice the per occurrence limit for all continuing service contracts. If the aggregate limit applies separately then the PROJECT box should be marked.
9. **AUTOMOBILE LIABILITY:** The ANY AUTO box is preferable however; some organizations do not own vehicles so the other boxes may be marked.
10. **WORKERS' COMPENSATION:** Look closely to see if any proprietor, partner, or executive officer is excluded. If so, please contact Risk Management for waiver approval. The WC STATUTORY LIMITS box must be selected.
11. **OTHER:** This section is used for other coverage such as professional liability and employee dishonesty. The same rules apply with regards to policy numbers, effective and expiration dates and limits.
12. **DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES:** This section typically contains any special or qualifying language such as additional insured status or waivers of subrogation. If additional space is needed an ACORD 101 should be attached. Please note that these certificates are for information only and do not confer any rights upon the certificate holder. This is why we also ask for the specific policy language or endorsement specifying that these provisions are in place.
13. **CERTIFICATE HOLDER:** Orange County Board of County Commissioners should be listed as the certificate holder. Individual departments and divisions should not be listed as the primary certificate holder.
14. **AUTHORIZED REPRESENTATIVE:** This section should contain the signature of the person authorized to issue the certificate on behalf of the insurance company.



**EXHIBIT B**

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<b><i>The following are additional insured under the Professional Liability section of this policy (already included under the GL by form #86571).</i></b>
YOUR MEDICAL DIRECTORS AND ADMINISTRATORS, INCLUDING PROFESSIONAL PERSONS, BUT ONLY WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FOR THE NAMED INSURED AS MEDICAL DIRECTORS AND ADMINISTRATORS;
AN INDEPENDENT CONTRACTOR IS AN INSURED ONLY FOR THE CONDUCT OF YOUR BUSINESS AND SOLELY WHILE PERFORMING SERVICES FOR A CLIENT OF THE NAMED INSURED, BUT SOLELY WITHIN THE SCOPE OF SERVICES CONTEMPLATED BY THE NAMED INSURED;
STUDENTS IN TRAINING WHILE PREFORMING DUTIES AS INSTRUCTED BY THE NAMED INSURED;
ANY ENTITY YOU ARE REQUIRED IN A WRITTEN CONTRACT (HEREINAFTER CALLED ADDITIONAL INSURED) TO NAME AS AN INSURED IS AN INSURED BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF YOUR PREMISES OR OPERATIONS:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

**EXHIBIT C**

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

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ATTN: PROCUREMENT DIVISION 400 E. SOUTH STREET, 2 <sup>nd</sup> FLOOR ORLANDO, FL 32801
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

## EXHIBIT D

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WORKERS COMPENSTION AND EMPLOYEES LIABILITY  
INSURANCE POLICY WC 00 03 13

2<sup>ND</sup> Reprint

*Effective April 1, 1984*

Advisory

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

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

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

#### Schedule

**Name of Person or Organization:**

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

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©NCCI Holdings, Inc.

## EXHIBIT E

POLICY NUMBER:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

### **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

#### **Name of Person or Organization:**

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

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

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right to recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “Products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.

**Contract # Y17-1068-LC**

This Contract is made as of the \_\_\_\_ day of \_\_\_\_\_, 2017 by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and \_\_\_\_\_ [ ] an individual, [ ] a partnership, [ ] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is \_\_\_\_\_.

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

**ARTICLE 1 - SERVICES**

The CONTRACTOR’S responsibility under this Contract is to provide professional/consultation services in the area of \_\_\_\_\_, as more specifically set forth in the Scope of Services detailed in Exhibit “A”.

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

**ARTICLE 2 - SCHEDULE**

The CONTRACTOR shall commence services on \_\_\_\_\_ and complete all services by \_\_\_\_\_.

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

This contract may be renewed, by mutual agreement, for additional periods up to a cumulative total of \_\_\_\_\_ (\_\_\_\_) years at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this contract.

Any order issued during the effective date 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 and the COUNTY’S rights and obligations with respect to the extent as if the order were completed during the contract’s performance period.

**ARTICLE 3 - PAYMENTS TO CONTRACTOR**

The total amount to be paid by the COUNTY under this Contract for services, shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_). The CONTRACTOR will notify the COUNTY, in writing, when 90% of the estimated contract amount has been reached. The CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit “B” for services rendered toward the completion of the Scope of Work. Where incremental billing for partially completed items is permitted, the total incremental billings shall not exceed the percentage of estimated completion as of the billing date.

- A. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the initiating County Department, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices must reference this contract number. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
  
- B. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state “final invoice” on the CONTRACTOR’S final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to Orange County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.

**ARTICLE 4 - TRUTH IN NEGOTIATION CERTIFICATE**

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

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

**ARTICLE 5 - TERMINATION**

**A. Termination for Default:**

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

- 1. Provide products or services that comply with the specifications herein or fails to meet the COUNTY’S performance standards
  
- 2. Deliver the supplies or to perform the services within the time specified in this contract or any extension.
  
- 3. Make progress so as to endanger performance of this contract
  
- 4. Perform any of the other provisions of this contract.

Prior to termination for default, the COUNTY will provide adequate written notice to the CONTRACTOR through the Manager, Procurement, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the

deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the 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 will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the 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.

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

**B. Termination for Convenience**

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

## **ARTICLE 6 - PERSONNEL**

The 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.

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.

Any changes or substitutions in the CONTRACTOR'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

The 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.

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

- A. The CONTRACTOR shall be responsible for reporting Minority/Women Business Enterprise (M/WBE) sub-CONTRACTOR contract dollar amount(s) for the M/WBE sub-Contractor(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the COUNTY. Quarterly updated M/WBE utilization reports and Employment Data, Schedule of Minorities and Women reports are to be submitted every quarter during the term of the contract. Additionally, the CONTRACTOR shall ensure that the M/WBE participation percentage proposed in the Contractor's Proposal submitted for this Contract is accomplished.
- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The CONTRACTOR shall be responsible for reporting local minority/women employment percentage levels within the firm and the minority/women employment percentage levels that the firm anticipates utilizing to fulfill the obligations of this Contract. The report(s) shall be submitted to the Business Development Division, on a quarterly basis during the life of the Contract.



- D. The awarded prime CONTRACTOR shall furnish written documentation evidencing actual dollars paid to **all sub-Contractors** utilized by the prime CONTRACTOR on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the COUNTY may determine actual MWBE participation achieved by the prime CONTRACTOR prior to the issuance of final payment.
- E. In the event a certified M/WBE sub-Contractor's subcontract is terminated for convenience, the CONTRACTOR shall submit a letter to the Business Development Division from the terminated sub-Contractor evidencing their concurrence with the termination. In the event a certified M/WBE sub-Contractor's subcontract is terminated for cause, the CONTRACTOR shall justify the replacement of that sub-Contractor, in writing to the Business Development Division, accompanied by the Project Manager's recommendation or consent to termination.
- F. It is the intent of the COUNTY to insure prompt payment of all sub-Contractors working on COUNTY projects. The CONTRACTOR shall:
1. Submit copies of executed contracts between the CONTRACTOR and all of its M/WBE sub-Contractors to the Business Development Division.
  2. The COUNTY may at its discretion require copies of subcontracts/purchase orders for the non-M/WBE's listed on **SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM** and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-M/WBE sub-Contractors certifying that a prompt payment clause has been included in that contract or purchase order.
  3. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONTRACTOR and sub-Contractors (including those with non-M/WBE's) stating that payment will be made to the sub-CONTRACTOR within 72 hours of receipt of payment from the COUNTY. The CONTRACTOR shall pay each sub-CONTRACTOR for all work covered under an invoice within the 72 hour time frame.
- G. By entering into this contract, the CONTRACTOR affirmatively commits to comply with the M/WBE subcontracting requirements submitted with his/her Proposal. The failure of the CONTRACTOR/CONTRACTOR to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

The COUNTY may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement.

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

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

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

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

- C. In the event a registered SDV sub-Contractor's subcontract is terminated for convenience, the CONTRACTOR shall call and submit a letter to the BDD from the terminated sub-Contractor evidencing their concurrence with the termination. In the event a registered SDV sub-Contractor's subcontract is terminated for cause, the CONTRACTOR shall justify the replacement of that sub-Contractor, in writing to the BDD, accompanied by the Project Manager's recommendation or consent to termination.
- D. It is the intent of the COUNTY to insure prompt payment of all sub-Contractors working on COUNTY projects. The CONTRACTOR shall:
  - 1. Submit copies of executed contracts between the CONTRACTOR and all of its SDV sub-Contractors to the BDD.
  - 2. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONTRACTOR and SDV sub-Contractors (stating that payment will be made to the sub-CONTRACTOR within 72 hours of receipt of payment from the COUNTY. The CONTRACTOR shall pay each sub-CONTRACTOR for all work covered under an invoice within the 72 hour time frame.

- E. By entering into this contract, the CONTRACTOR affirmatively commits to comply with the SDV requirements submitted with his/her Proposal. The failure of the CONTRACTOR/CONTRACTOR to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

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

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

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

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

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

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

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

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

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

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

Required Coverage:

- Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use

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

Required Endorsements:

Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.

Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations

Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.

Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

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

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

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

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

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

The certificate holder shall read:

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

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

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

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

The COUNTY and the 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.

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

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

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

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

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

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

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

## **ARTICLE 17 - EXCUSABLE DELAYS**

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

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

## **ARTICLE 18 - ARREARS**

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

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

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

All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced at the discretion of the COUNTY.

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

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

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

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

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

## **ARTICLE 21 - CONTINGENT FEES**

The CONTRACTOR warrants that it has not employed or retrained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

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

The 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 sub-Contractors 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 sub-Contractors used to procure goods or services under the contract with the COUNTY. CONTRACTOR shall ensure the COUNTY has these same rights with sub-Contractor(s) and suppliers.

## **ARTICLE 23 – EQUAL OPPORTUNITY**

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

Further, the 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.
- C. The provisions of the prime contract shall be incorporate by the CONTRACTOR into the contracts of any applicable subcontractors.

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

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

## **ARTICLE 25 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be



entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

**ARTICLE 26 - AUTHORITY TO PRACTICE**

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

**ARTICLE 27 - SEVERABILITY**

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

**ARTICLE 28 - MODIFICATIONS OF WORK**

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

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

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

**ARTICLE 29 – WELFARE TRANSITION AND/OR DISLOCATED WORKERS**

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

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

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

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

### **ARTICLE 30 - REQUIREMENTS CONTRACT**

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

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

### **ARTICLE 31 - CONTRACT CLAIMS**

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

Claims made by a Contractor/Contractor against the County relating to a particular contract shall be submitted to the Procurement Manager in writing clearly labeled "Contract Claim" requesting a final decision. The Contractor also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith;

that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor/Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor/Contractor."

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

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

The Contractor/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 of Procurement.

## **ARTICLE 32 - TOBACCO FREE CAMPUS**

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

## **ARTICLE 33 – VERIFICATION OF EMPLOYMENT STATUS**

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

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

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

## **ARTICLE 34 – LAWS AND REGULATIONS**

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

## **ARTICLE 35 – ADDENDA**

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

## **ARTICLE 36 – PRICE ESCALATION**

### **36.1 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 (3 year) contract period. A price escalation/de-escalation will be considered at the time of contract renewal and at 1-year intervals thereafter, provided the Contractor notifies the County, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the contract renewal date. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All

Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at [www.bls.gov](http://www.bls.gov).

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

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

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

**CPI-U Calculation Example:**

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

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

Should the CPI-U for All Urban Consumers, All Items, U.S City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics decrease during the term of the contract, or any renewals, the Contractor shall notify the Orange County Procurement Division of price decreases in the method outlined above. If approved, the price adjustment shall become effective on the contract renewal date. If the Contractor fails to pass the decrease on to the County, the County reserves the right to place the Contractor in default, cancel the award,

and remove the Contractor from the County Vendor List for a period of time deemed suitable by the County. In the event of this occurrence, the County further reserves the right to utilize any options as stated herein.

**ARTICLE 37 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

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and if sent to the CONTRACTOR shall be mailed to:

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

CONTRACTOR:

ORANGE COUNTY, FLORIDA:

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT No. A**

**BUSINESS ASSOCIATE AGREEMENT**

**Between**

**ORANGE COUNTY, FLORIDA AND INSERT NAME**

**REGARDING**

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)  
PRIVACY, BREACH AND SECURITY RULES AND THE  
FLORIDA INFORMATION PROTECTION ACT (FIPA)**

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between, ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (the "County"), through its Health Services Department (the "Covered Entity"), and \_\_\_\_\_ a \_\_\_\_\_ corporation (the "Business Associate"). The County and Business Associate may be referred to herein individually as "Party" or collectively as "Parties."

**RECITALS**

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

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

**WHEREAS**, Orange County, as a Covered Entity, pursuant to 45 CFR §164.105(a)(2)(iii)(D) has documented that Orange County's Health Services Department is a health care component of the County and as such will be treated as a "Covered Entity."

**WHEREAS**, in connection with providing services to the Covered Entity ("Services") by the Business Associate, the Covered Entity discloses to the Business Associate certain Protected Health Information ("PHI") that is subject to protection under the HIPAA Privacy and Security Rules 45 CFR Parts 160,162, and 164.

**WHEREAS**, the HIPAA Privacy and Security Rules requires that Covered Entity receive adequate assurances that the Business Associate will comply with certain obligations with respect to the PHI received in the course of providing Services to or on behalf of Covered Entity; and

**WHEREAS**, the purpose of this Agreement is to comply with the requirements of the HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, § 501.171, Florida Statutes.

**WHEREAS**, the County (on behalf the Covered Entity) and Business Associate may have previously entered into, or intend to enter into, a contract for services known as Contract# Y17-1068 and the Parties wish to amend that Contract by adopting this Business Associate Agreement,

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

## **I. INCORPORATION OF RECITALS**

- 1.1 **Recitals Incorporated.** The above recitals are true and correct and are hereby incorporated as a material part of this Agreement.
- 1.2 **HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, Section 501.171, Florida Statutes. Incorporated.**
- 1.3 The Parties hereby incorporated into the Agreement, the requirements and obligations imposed upon them by the HIPAA Privacy and Security Rules 45 CFR Parts 160,162, and 164, and the Florida Information Protection Act, § 501.171, Florida Statutes. To the extent that the Agreement imposed more stringent requirements than those contained in HIPAA Privacy and Security Rules 45 CFR Parts 160,162, and 164, and the Florida Information Protection Act, § 501.171, Florida Statutes, those more stringent requirements of the Agreement will control.

**II. DEFINITIONS.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR §§160.103, 162.103, 164.103, 164.402, and 164.501, and §501.171, Florida Statutes.

- 2.1 **.Breach.** Breach shall have the meaning given to such term as found in 45 CFR § 164.402, and the Florida Information Protection Act, § 501.171, Florida Statutes.
- 2.2 **Designated Record Set.** 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.
- 2.3 **Disclosure.** The release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.
- 2.4 **Florida Information Protection Act.** Florida Information Protection Act (“FIPA”) codified at Section 501.171, Florida Statutes.
- 2.5 **HIPAA Privacy and Security Rules.** Standards for Privacy, Security, Breach, Notification, and Enforcement at 45 CFR Parts 160, 162 and 164.

- 2.6 **Individual.** The person who is the subject of PHI, and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- 2.7 **Individually Identifiable Health Information.** Information that is a subset of health information, including demographic information collected from an individual, and: (A) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and (B) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- 2.8 **Party or Parties.** Are the terms the Covered Entity and Business Associate may be referred to in this Agreement, individually or collectively.
- 2.9 **Privacy Officer.** The individual designated by the County or Covered Entity, pursuant to 45 CFR § 164.530, who is responsible for the development and implementation of the Covered Entity's policies and procedures as they related to the HIPAA Privacy and Security Rules.
- 2.10 **Personal Information.** Personal Information ("PI") means either of the following:
- 2.10.1 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:
    - 2.10.1.1 A social security number;
    - 2.10.1.2 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;
    - 2.10.1.3 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;
    - 2.10.1.4 Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
    - 2.10.1.5 An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.



2.10.1.6 Any other identifier, as referenced in the Department of Health & Human Services “Safe Harbor Standards”

2.10.1.7 The term does not include information about an individual that has been made publicly available by a federal, state, or local governmental entity. The term also does not include information that is encrypted, secured, or modified by any other method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable.

2.10.2 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.

2.10.3 The PI provided under this Agreement shall be as more specifically identified in **BAA Attachment “A”** attached hereto and incorporated by this reference.

- 2.11 **Protected Health Information.** Protected Health Information (“PHI”) is individual identifiable health information that is or has been created, received, transmitted or maintained in any form or medium, on or behalf of the Covered Entity, with the exception of education records covered by the Family Educational Rights and Privacy Act, as amend, 20 U.S.C. 1232g, and the health care records of students at post-secondary educational institutions or of students eighteen (18) years of age or older, used exclusively for their health care treatment which have not been disclosed to anyone other than a health care provider at the student’s request. The PHI provided under this Agreement shall be as more specifically identified in **BAA Attachment “A”** attached hereto and incorporated by this reference.
- 2.12 **Required by law.** Required by law shall have the same meaning as the term “required by law” in 45 CFR § 164.103.
- 2.13 **Secretary of HHS.** Secretary of Health and Human Services or any other officer or employee of Health and Human Services (“HHS”) to whom the authority involved has been delegated.
- 2.14 **Security Incident or Incident.** Security Incident or Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI contained in any form or interference with system operations in an information system that contains PHI or PI.
- 2.15 **Use.** Use shall mean the sharing, employment, application, utilization, examination, or analysis of PI or PHI within an entity that maintains such information.

### III. SCOPE OF AGREEMENT

- 3.1 **INDEPENDENT STATUS OF PARTIES.** The Parties agree that they are and shall be independently responsible for complying, and shall independently comply, with the HIPAA Privacy and Security Rules and FIPA as it may be amended from time to time. The Parties further agree that they are and shall be responsible for their own actions and conduct and shall not assume responsibility for the actions and conduct of one another. The Parties agree that they are and shall independently maintain all corporate formalities establishing separate and individual control by each organization's board of directors, as applicable.
- 3.2 Business Associate acknowledges that the confidentiality requirements herein apply to all its employees, agents and representatives. Business Associate assumes responsibility and liability for any damages or claims, including state and federal administrative proceedings and sanctions, the County, including costs and attorneys' fees, resulting from the breach by Business Associate of the confidentiality requirements of this Agreement.

### IV. PRIVACY OF PROTECTED HEALTH INFORMATION AND CONFIDENTIALITY OF PERSONAL INFORMATION.

- 4.1 **Permitted Uses and Disclosures of PHI and PI by Business Associate.** Business Associate may use or disclosure PHI and PI received from Covered Entity to its officers and employees. Business Associate may disclose PHI and PI to a business associate that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit PHI and PI on its behalf if the Business Associate obtains satisfactory assurances in accordance with 45 CFR §164.504(e)(1)(i) and § 501.171(2) that the subcontractor will appropriately safeguard the information. All other uses or disclosures not authorized by this Agreement or otherwise governed by law are prohibited.
- 4.2 **Responsibilities of Business Associate.** Regarding the use or disclosure of PHI and PI, Business Associate agrees to:
- 4.2.1 Only use or further disclose the PHI and PI as allowable under this Agreement or applicable law.
- 4.2.2 Only use or further disclosure PHI and PI in a manner that would not violate the HIPAA Privacy and Security Rules or FIPA if done so by the Covered Entity.
- 4.2.3 Establish and implement appropriate procedures, physical, and technical safeguards to prevent improper access, uses, transmissions, or disclosures of PHI and PI for mitigating to the greatest extents possible under the circumstances any deleterious effects from any improper access, use, or disclosure of PHI and PI that Business Associate reports to Covered Entity. Safeguards shall include, but are not limited to, the

implementation and use of electronic security measures to safeguard electronic data, requiring employees to agree to access, use, or disclose PHI and PI only as permitted or required by this Agreement and taking related disciplinary action for inappropriate access, use or disclosure as necessary.

- 4.2.4 Report to Covered Entity's Privacy Officer, in writing, any suspected or confirmed access, use or disclosure of PHI or PI, regardless of form, not permitted or required by this Agreement of which Business Associate becomes aware within two (2) days of Business Associate's discovery of such unauthorized use or disclosure.
- 4.2.5 Ensure that Business Associate's subcontractors or agents to whom Business Associate provides PHI or PI, received from, created, or received by the Business Associate on behalf of the Covered Entity, agree to the same restrictions and conditions that apply to the Business Associate with respect to PHI and PI, and ensure that its subcontractors or agents agree to establish and implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of all PHI and PI that it creates receives, maintains, or transmits on behalf of Covered Entity.
- 4.2.6 In order to determine compliance with HIPAA Privacy and Security Rules and FIPA, the Business Associate must make its records, books, accounts, agreements, policies, and procedures available to the Secretary of HHS for determining the Covered Entity's compliance with the HIPAA Privacy and Security Rules, and also, with the State of Florida, Department of Legal Affairs to determine the Covered Entity's compliance with FIPA.
- 4.2.7 Use or disclosure to its subcontractors, agents, other third parties, and Covered Entity, only the minimum PHI and PI necessary to perform or fulfill a specific function required or permitted hereunder.
- 4.2.8 Provide information to Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of disclosures within five (5) days of receiving a written request from Covered Entity, if Business Associate maintains a Designated Records Set on behalf of Covered Entity.
- 4.2.9 At the request, of, and in the time and manner designated by Covered Entity, provide access to the PHI and PI maintained by Business Associate to Covered Entity or individual, if Business Associate maintains a Designated Records Set on behalf of Covered Entity.

- 4.2.10 At the request, of and in the time and manner designated by Covered Entity, make any amendment(s) to the PHI and PI when directed by Covered Entity, if Business Associate maintains a Designated Record Set on behalf of Covered Entity.
- 4.2.11 Establish and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI and PI Business Associate creates, receives, maintains or transmits on behalf of Covered Entity.
- 4.2.12 Report to Covered Entity any Security Incident involving PHI and PI that Business Associate discovers.
- 4.3 **Compliance with Covered Entity's Policies.** Business Associate hereby agrees to abide by Covered Entity's policies and practices relating to the confidentiality, privacy, and security of PHI and PI.
- 4.4 **Use of PHI and PI for Management and Administration or Legal Responsibilities of Business Associate.** The Business Associate may use PHI and PI received by the Covered Entity pursuant to this Agreement for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- However, Business Associate will only be allowed to use PHI and PI for the aforementioned uses if (A) the disclosure is required by law; or (b) the Business Associate obtains reasonable assurances from the person to whom the PHI and PI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notified the Business Associate of any instances in which the person is aware of a confidentiality breach of PHI or PI.
- 4.5 **Data Aggregation Services.** With respect to PHI and PI created or received by the Business Associate in its capacity as the Business Associate of the Covered Entity, Business Associate may combine such PHI and PI it has received from the Covered Entity with the PHI and PI received by the Business Associate in its capacity as a Business Associate of another Covered Entity to permit data analysis that relate to the health care operation of the respective Covered Entity, if data analyses is part of the Services that Business Associate is to provide to Covered Entity.
- 4.6 **Compliance.** Business Associate agrees to keep all PHI and PI confidential and secure in compliance with the provisions of this Agreement and according to current state and federal laws.

## V. CONFIDENTIALITY

- 5.1 In the course of performing under this Agreement, each Party may receive, be exposed to, or acquire the confidential information including, but not limited to, all information, data, reports, records, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in any computer database or computer readable form, as well as any information identifiable as confidential (“Confidential Information”) of the other Party.
- 5.2 For purposes of this Agreement, Confidential Information shall **not** include PHI, the security and privacy of which is the subject of this Agreement. The Parties including their employees, agents, or representatives shall (A) not disclose to any third party the Confidential Information of the other Party except as otherwise permitted by this Agreement, (B) only permit use of such Confidential Information by employees, agents, and representatives having a need to know in connection with performance under this Agreement, and (c) advise each of their employees, agents, and representatives of their obligations to keep such Confidential Information confidential.
- 5.3 This provision shall not apply to Confidential Information: (A) after it becomes publically available through **no fault** of either Party; (B) which is later publically released by either Party in writing; (C) which is lawfully obtained from third parties without restrictions; or (D) which can be shown to be previously known or developed by either Party independently of the other Party.

## VI. SECURITY

- 6.1 **Security of Electronic Protected Health Information and Personal Information.** Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI (as defined in 45 C.F.R. §160.103) and PI (as defined by § 501.171, Florida Statutes) that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity consistent with the HIPAA Privacy and Security Rules and FIPA.
- 6.2 **Reporting Security Incidents.** Business Associate will report to the Covered Entity and County’s Privacy Officer any Incident of which Business Associate becomes aware that is (1) a successful unauthorized access, use or disclosure of Electronic PHI or PI; or (2) (a) modification or destruction of Electronic PHI or PI or (b) interference with system operations in an information system containing Electronic PHI or PI.

## VII. REPORTING REQUIREMENTS

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

7.2 **To Covered Entity.** The Business Associate will report to the Covered Entity and the County's Privacy Officer, within (2) business days of discovery, any use or disclosure of PHI or PI not provided for in this Agreement of which the Business Associate is aware. The Business Associate will report to the Covered Entity and the County's Privacy Officer within twenty-four (24) hours of discovery, any Security Incident of which the Business Associate is aware. A violation of this paragraph shall be a material violation of this Agreement. Such notice shall include the identification of each individual whose unsecured PHI and PI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

Title: Orange County's Privacy Officer,  
Health Services Department  
Telephone: (407)836-9214  
Fax: (407)836-2856  
Address: 2002 A. E. Michigan Street, Orlando, FL 32806  
E-Mail: [privacy.officer@ocfl.net](mailto:privacy.officer@ocfl.net)

- 7.2.1 Reports of Security Incidents shall include a detailed description of each Incident, at a minimum to include the date of the Incident, the nature of the Incident, the information involved, whether the information was accessed, disclosed, used, modified, destroyed, etc., and the identities of the individual(s) and their relationship to the Business Associate, a description of the Business's response to each Incident, and the name and title of the individual the Covered Entity should contact for additional information.
- 7.2.2 Business Associate will conduct such further investigation as is reasonably required by the Covered Entity and promptly advise the Covered Entity of additional information pertinent to the Incident.
- 7.2.3 Business Associate will cooperate with Covered Entity in conducting any required risk analysis related to such Security Incident(s).
- 7.2.4 Business Associate will cooperate with Covered Entity in complying with any applicable notification requirements pursuant to the Breach Notification Rule and/or pursuant to Florida law (including but not limited to §§ 501.171 and 817.5681, Florida Statutes), and in taking steps determined by Covered Entity to be necessary to mitigate any potential harm caused by a Security Incident. Business Associate will pay and/or reimburse Covered Entity for any reasonable expenses Covered Entity incurs in notifying individuals of, and /or mitigating potential harm caused by a Security Incident caused by Business Associate and/or its subcontractors or agents.

- 7.3 **To Individuals.** In the case of a breach of PHI or PI discovered by the Business Associate, the Business Associate shall first notify the Covered Entity and the County's Privacy Officer of the pertinent details of the breach and upon prior approval of the County's Privacy Officer shall notify each individual whose unsecured PHI or PI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired or disclosed as a result of such breach. Such notification shall be in writing by first-class mail to the individual (or the next of kin if the individual is deceased) at the last known address of the individual or next of kin, respectively, or, if specified as a preference by the individual, by electronic mail. Where there is insufficient, or out-of-date contact information (including a phone number, email address, or any other form of appropriate communication) that precludes written (or, if specifically requested, electronic) notification to the individual, a substitute form of notice shall be provided, including, in the case that there are ten (10) or more individuals for which there is insufficient or out-of-date contact information, a conspicuous posting on the web site of the Business Associate involved or notice in major print or broadcast media, including major media in the geographic areas where the individuals affected by the breach likely reside. In any case deemed by the Business Associate to require urgency because of possible imminent misuse of unsecured PHI or PI, the Business Associate may also provide information to individuals by telephone or other means, as appropriate.
- 7.4 **To Media.** In the case of a breach of PHI discovered by the Business Associate where the unsecured PHI of more than five hundred (500) persons or unsecured PI or more than five thousand (5000) persons is reasonably believed to have been, accessed, acquired, or disclosed, after prior approval by the Covered Entity, the Business Associate shall provide notice to prominent media outlets serving the State or relevant portion of the State involved.
- 7.5 **To HHS and the State of Florida Department of Legal Affairs.** The Business Associate shall cooperate with the Covered Entity to provide notice to the Secretary of HHS, of unsecured PHI and to the State of Florida, Department of Legal Affairs of unsecured PI that has been acquired or disclosed in a breach. If the breach was with respect to five hundred (500) or more individuals, such notice must be provided immediately. If the breach was with respect to less than five hundred (500) individuals, the Business Associate may maintain a log of such breach occurring and annually submit such log to the Covered Entity so that it may satisfy its obligation to notify the Secretary of HHS documenting such breaches occurring in the year involved.
- 7.6 **Content of Notices.** All notices required under this Attachment shall include the content set forth 45 C.F.R § 164.404 and FIPA. Notification to individuals except that references therein to a "covered entity" shall be read as references to the Business Associate.

Regardless of the method by which notice is provided to individuals under this section, notice of a breach shall include, to the extent possible, the following: (1) a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; (2) a description of the types of unsecured PHI and PI that were involved in the breach (such as full name, social security number, date of birth, home address, account number, or disability code); (3) the steps individuals should take to protect themselves from potential harm resulting from the breach; (4) a brief description of what the covered entity involved is doing to investigate the breach, to mitigate losses, and to protect against any further breaches; (5) contact procedures for individuals to ask questions or learn additional information, which shall include a toll free telephone number, an e-mail address, web site, or postal address.

- 7.7 **Notice to Credit Reporting Agencies.** In the case of a breach of PI discovered by the Business Associate where the unsecured PI of more than one thousand (1000) individuals has reasonably believed to have been, accessed, acquired, or disclosed, after prior approval by the Covered Entity, the Business Associate shall notify all consumer reporting agencies nationwide, that complete and maintain files in accordance with the provisions of § 501.171(5).
- 7.8 **Financial Responsibility.** The Business Associate shall be responsible for all costs related to the notice required by this Section.
- 7.9 **Mitigation.** 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 PI in violation of this Agreement, the HIPAA Privacy and Rules, and FIPA.

## VIII. TERMINATION

- 8.1 **Automatic Termination.** Covered Entity is authorized to automatically terminate this Agreement if it determines that the Business Associate has violated a material term of the Agreement.
- 8.2 **Opportunity to Cure or Terminate.** At the Covered Entity's sole discretion, Covered Entity may either; (a) provide notice of breach and an opportunity for Business Associate to reasonably and promptly cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach, or end the violation within the reasonable time specified by Covered Entity; or (b) immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.
- 8.3 **Effects of Termination.** Termination of this Agreement shall not affect any claim or rights that arise based on the acts or omissions of the Parties prior to the effective date of termination.
- 8.4 **Duties of Business Associate Upon Termination of Agreement.**



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

## IX. MISCELLANEOUS

- 9.1 **Agreement Subject to All Applicable Laws.** The Parties recognize and agree that this Agreement and their activities are governed by federal, state, and local laws, including the regulations, rules, and policies of the U.S. Department of Health and Human Services including, but not limited to, HIPAA Privacy and Security Rules, FIPA, and their accompanying regulations. The Parties further recognize and agree that this Agreement is subject to new legislation as well as amendments to government regulations, rules, and police, and agree to amend this Agreement accordingly.
- 9.2 **No Third party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties any rights, remedies, obligations, or liabilities whatsoever.
- 9.3 **Survival.** The rights and obligations of the Parties in Articles IV, V, VI, VII, and Sections 8.4, 9.6, 9.8, 9.9 shall survive termination of this Agreement indefinitely.
- 9.4 **Amendment.** This Agreement may be revoked, amended, changed, or modified only by a written amended executed by both Parties.

- 9.5 **Assignment.** This Agreement, including each and every right and obligation referenced herein, shall not be assigned by the Business Associate without the express prior written consent of the County.
- 9.6 **Enforcement Costs.** If any legal action or other proceedings, including arbitration, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable court costs and all expenses, if not taxable as court costs, incurred in that action or proceeding, including all appeals, in addition to any other relief to which such Party or Parties may be entitled. Such enforcement costs shall not be dischargeable in bankruptcy.
- 9.7 **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Rules.
- 9.8 **Indemnification.** Business Associate agrees to defend, indemnify and hold harmless Covered Entity, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying Party's negligent performance under this Agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of § 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either Party to assume any liability for the acts, omissions and/or negligence of the other Party.
- 9.9 **Execution/Authority.** Each signatory to this Agreement represents and warrants that he or she possesses all necessary capacity and authority to act for, sign, and bind the respective entity or person on whose behalf he or she is signing.
- 9.10 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Florida to the extent not preempted by the Privacy Rules or other applicable federal law.
- 9.11 **Notice.** All notices and other communications under this Agreement shall be in writing and shall be deemed received when delivered personally or when deposited in the U.S. mail, postage prepaid, sent registered, or certified mail, return receipt requested, or sent via nationally recognized and receipted overnight courier service, to the Parties at their respective principal office or record as set forth below or as designed in writing from time-to-time. No notice of a change of address shall be effective until received by the other Party(ies)

**County**

Director, Health Services/EMS  
2002 A E Michigan St  
Orlando, FL 32806  
(407) 836-7611

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

**Business Associate**

Name  
Address  
City, State, ZIP

- 9.12 **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law. It is further the intention of the Parties that if any provision of this Agreement were capable of two constructions, one that rendered the provision void and one that renders the provision valid, then the provision shall have the meaning that renders it valid.
- 9.13 **Successors and Assigns.** Business Associate shall not assign either its obligations or benefits under this Agreement without the expressed written consent of the Covered Entity, which shall be at the sole discretion of the Covered Entity. Given the nature of this Agreement, neither subcontracting nor assignment by the Business Associate is anticipated and the use of those terms herein does not indicate that permission to assign or subcontract has been granted.
- 9.14 **Venue.** Any action or proceeding seeking to enforce any provision, or based on any right arising out of this Agreement shall be brought against any of the Parties in the courts of the State of Florida, County of Orange and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue therein. Process in any action or proceeding referred to in the proceeding sentence may be served on any Party anywhere.
- 9.15 **Waiver and Breach.** No failure by a Party to insist upon the strict performance of any covenant, agreement, term, or condition of this

Agreement shall constitute a waiver of any such breach or such covenant, agreement, term, or condition. Any Party may waive compliance by the other Party with any of the provisions of this Agreement if done so in writing. No waiver of any provision shall be construed as a waiver of any other provision or any subsequent waiver of the same provision.

- 9.16 **Entire Agreement.** The original Contract executed by the Parties known as “Contract Y17-1068-LC”, this Agreement, and any addenda or attachments thereto shall construe the entire understanding between the Parties as to the rights, obligations, duties, and services to be performed hereunder.

Orange County, Florida,  
Information Technology Standards



03/22/2017

# Table of Contents

1.0	Introduction to Orange County IT Standards .....	1
2.0	Authorized Products for New Purchases .....	2
2.1	Authorized Hardware .....	2
2.2	Authorized Software for Desktops and Laptops.....	2
2.3	Authorized Network Connectivity .....	3
2.4	Authorized Client Based Databases.....	3
2.5	Authorized Mobile Devices.....	3
2.6	Authorized Peripherals and Accessories .....	2
3.0	Unsupported Products .....	2
3.1	Unsupported Hardware .....	2
3.2	Unsupported Software .....	2
3.3	Unsupported Client Databases .....	2
3.4	Unsupported Peripherals and Accessories .....	3
4.0	Prohibited Products .....	3
4.1	Prohibited Hardware .....	3
4.2	Prohibited Software .....	3
4.3	Prohibited Network Protocols.....	4
4.4	Prohibited Peripherals and Accessories.....	4
5.0	Standards for In-House Servers and Server Operating Systems .....	4
5.1	Microsoft Windows-Based Server Requirements .....	5
5.2	Linux-Based Server Requirements .....	5
5.3	Oracle-Based Server Requirements .....	5
5.4	Microsoft SQL-Based Server Requirements.....	6
6.0	Network Systems Requirements .....	6
6.1	Protocol Node Names and Addresses.....	6
6.2	Bridges, Routers, and Gateways.....	7
6.3	Network Security .....	7
6.4	Network Components.....	8
6.5	Network Circuits.....	8
6.6	Network Installation .....	8
6.7	Network Trouble Reporting .....	8
6.8	Network Performance Management.....	9
6.9	Network Documentation.....	9
7.0	IP Telephony Standards .....	9
8.0	Externally-Hosted System Standards .....	10
8.1	Data Input and Processing.....	10
8.2	Data Storage and Handling.....	10
8.3	Transmission of Data .....	10
8.4	Disposal of Data.....	11
8.5	External Audits .....	11
9.0	Data Center Standards .....	11
10.0	Acronyms .....	12

## 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 7040 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 or i7 Processor – Micro Form Factor without DVD+/-RW (for conference rooms)
- Windows 10 Professional 64-bit
- 128 GB Solid State Drive (SSD) Hard Drive
- 8 GB Random Access Memory (RAM)
- Universal Serial Bus (USB) Keyboard and Mouse
- Display Port to Digital Visual Interface (DVI) Adapter 6' Cable
- 3-Year basic parts warranty

#### Dell Precision CAD Workstation

**Dell Precision T3420 SFF** (does **not** include monitor or external speakers)

- Intel Core i7-6700
- Windows 10 Professional 64-bit
- 512 GB SSD Hard Drive
- 16 GB RAM
- NVIDIA Quadro K1200 4 GB, 4x Mini DisplayPort mDP) Low Profile Video Graphics Card
- USB Keyboard and Mouse
- Display Port to DVI Adapter 6' Cable
- 3-Year basic parts warranty

#### Dell Latitude Laptop

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

- Intel Core i5-6300U
- Windows 10 Professional 64-bit
- 14" High Definition (HD) (1,366 x 768) Non-Touch Anti-Glare Liquid Crystal Display (LCD) with Microphone/without Camera
- 128 GB SSD Hard Drive
- 8 GB RAM
- **NO** Digital Versatile Disc-Read Only Memory (DVD-ROM) Drive
- Absolute DDS Protection
- 3-Year basic parts warranty

### 2.2 Authorized Software for Desktops and Laptops

- Microsoft Windows 10 Pro
- Internet Explorer 11 and Google Chrome (**Note:** Chrome extensions are prohibited.)
- Microsoft Office 2013 Pro or higher
- 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 1.7\_55 – 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 AirCard
- Cisco Virtual Private Network (VPN)
- 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.)

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

- ISS must install the Operating System and software on the PC.
- 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 9010, 9020, 7040).
- Kace management client and Kaspersky software must be installed. PGP is required on laptops.
- 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 | • LG B470 Flip             |
| • Sonim XP5      | • LG B471 Flip (No Camera) |

### Android Phones

County Android phones must run Android Version 4.1 or above.

- Samsung Galaxy S5 (if available from service provider)
- Samsung Galaxy S6
- Samsung Galaxy S7
- Samsung Galaxy S7 Active (AT&T only)
- Samsung Galaxy Tablet S2 8-inch
- Samsung Galaxy Tablet S2 9.7-inch

## 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 M605dn (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 M651 (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 M277dw (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)

### 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 directly connected to 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 620, 745, 755, 960, 990
- Latitude D-series Laptops, Latitude E6500, E6510, E6520
- Non-Dell PCs
- Wireless keyboards and mice (except conference rooms)
- Desktops and Laptops over 5 years old
- See *Section 3.4, Peripherals and Accessories*.

### 3.2 Unsupported Software

- MS Office platforms prior to Office 2010 (including Visio & Project)
- Non MS Windows-based operating systems
- Safari Web Browser
- Windows Applications from the Windows App Store
- Shareware / Freeware
- Windows XP, Windows 8, and Windows 8.1
- Freelance
- SHL Vision & Vision Express, WIN9x/WINNT/UNIX
- Reflection version 11 or lower

### 3.3 Unsupported Client Databases

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

### 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)
- WordPerfect
- Firefox, Opera, Vivaldi Browsers
- Chrome extensions
- Non-Internet Explorer browsers (Firefox, Safari, Opera)
- Chrome extensions
- Any Alpha/Beta/Shareware Software not operated, administered or expressly approved by ISS
- 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

- Windows Server 2008, R2, 64 bit or greater  
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
- Dual Core processors
- Dell based hardware, if required. Examples of currently approved models include the PowerEdge R630, R730, and R930.
- 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 phones 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