TERM CONTRACT FOR WEBSITE REDESIGN SERVICES
(RFP-604747-24/MHH)

THIS AGREEMENT is dated as of the _____ day of _____ 20_____, by and between **SGS TECHNOLOGIE, LLC**, duly authorized to conduct business in the State of Florida, whose address is 6817 Southpoint Parkway, Suite 2104, Jacksonville, Florida 32216, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide website redesign services for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials and/or Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as <u>Exhibit A</u> and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific

materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. **Term.** This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. **Authorization for Materials and/or Services.** Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. **Time for Completion.** The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. **Compensation.** COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. **Payment and Billing.**

(a)   CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b)   For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c)   COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d)   Submittal instructions for invoices are as follows:

(1)   The original invoice must be emailed to:

AP@SeminoleClerk.org

(2)   The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office

Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

(3)   A copy of the invoice must be sent to:

Seminole County Department of Innovation and Strategic Initiatives
Information Technology Division
1101 E. First Street
Sanford, FL 32771

(e)   Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

(a)   Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b)   COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c)   CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this

Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d)   In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a)   COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement.   Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b)   If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c)   If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d)   CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e)   If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f)   The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt,

proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement 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 CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a)   CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b)   CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16.   Indemnification of COUNTY.   To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 17. Insurance.

(a)   CONTRACTOR, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1)   CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2)   Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for liability, damages, and accidents.

(3)   Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by CONTRACTOR in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of CONTRACTOR.

(4)   If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then CONTRACTOR shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and CONTRACTOR shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5)   COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of CONTRACTOR or any other party.

(b)   General Requirements.

(1)   Before commencing work, CONTRACTOR shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2)   In addition to providing the Certificate of Insurance, upon request of the COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3)   Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by CONTRACTOR.

(4)   The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(5)   In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and CONTRACTOR as their interests may appear.

(6)   Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7)   Coverage: The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by CONTRACTOR.

(8)   Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9)   Provision: Commercial General Liability and Umbrella Liability Policies required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c)   Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1)   Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance

Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time.

(2)   In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3)   If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(d)   Specifications.   Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR, at CONTRACTOR's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by CONTRACTOR and must be maintained in force

until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1)   Workers' Compensation/Employers' Liability.

(A)   CONTRACTOR's insurance must cover CONTRACTOR and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B)   Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C)   The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(D)   If CONTRACTOR asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2023), as this statute may be amended from time to time, CONTRACTOR shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion.

If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E)   Any vendor or contractor, including CONTRACTOR, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2)   Commercial General Liability.

(A)   CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B)   ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C)   The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(3)   Business Auto Liability.

(A)   CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for

hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B)   If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

(C)   The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(4)   Cyber Liability.   The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(5)   Technology Errors and Omissions. The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(e)   The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting CONTRACTOR's liability under the provisions of Section 16 concerning indemnification or any other provision of this Agreement.

Section 18. Dispute Resolution.

(a)   In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other

than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

(b)   In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c)   In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a)   It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b)   At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24.   Services Not Provided For.   No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a)   CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b)   CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1)   CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2)   CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3)   CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c)   Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d)   Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e)   **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations

pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Department of Innovation and Strategic Initiatives
Information Technology Division
1101 E. First Street
Sanford, Florida 32771

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

SGS Technologie, LLC
6817 Southpoint Parkway, Suite 2104
Jacksonville, FL 32216

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a)   CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b)   If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement

with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c)   CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit E, to COUNTY.

Section 33.   The Confidential Information and Data Processing Addendum, attached to this Agreement as Exhibit F, applies to this Agreement.

Section 34. Foreign Country of Concern Attestation.   When providing services to COUNTY involving access to personally identifiable information, as defined in section 501.171, Florida Statutes (2024), CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit G.   Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes (2024).

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST: SGS TECHNOLOGIE, LLC

_____   By:_____
Witness   ARUN VENKATESAN, Manager

_____
Print Name
                                                               Date:_____

_____
Witness

_____
Pring Name

SEMINOLE COUNTY, FLORIDA

By:_____

_____	TAMMY ROBERTS,
Witness	Procurement Administrator

Date:_____
_____
Print Name

_____
Witness

_____
Print Name

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
20___, regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

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Attachments:
  Exhibit A - Scope of Services
        Attachment A1 - Functional Requirements
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Attachment A - Scope of Work
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1. Seminole County's Objective

This project will be divided into three phases: website redesign, CMS implementation, and ongoing hosting and support.

The county aims to create a user-centered, accessible, aesthetically pleasing, and feature-rich website that reflects the below digital attributes:

- Users can easily find what they need. Common tasks are easy to find and complete.
- Common tasks entry points are recognizable and intuitive to complete.
- There is an efficient and scalable solution for PDFs.
- There is brand cohesion across all digital assets.
- Our digital presence is accessible to users of all abilities. It is also accessible on all devices.
- There is equity of access for users with low-bandwidth and older devices as well as faster connections and new devices.
- Our digital presence is accessible to users when English is not their native language.

2. Project Goals

The County's goal for this project is to support our vibrant community by delivering superior services through our website. The new site shall meet the minimum goals at launch:

- There is no loss of functionality on the website.
- There are link-offs on the website to current systems and applications if functionality cannot be fully implemented within the website.
- There are no service disruptions on the website. Customers are able to access and perform all current services.
- The website has a new, intuitive information architecture.
- The website debuts new technology that fully supports, and does not constrain, a new and modern design.
- Archival data is maintained, available and accessible to County team and Residents in adherence with document retention policies, at a minimum the firm needs to meet F.S.119.
- The website receives high praise from the board.
- The website is launched on budget and on time.
- The website functions seamlessly no matter what screen size or device.
- The website is compliant with ADA Title III and WCAG 2.1, Level AA for all content, images, documents (PDFs) and forms.
- Website content can be edited and maintained by non-technical communications staff.

Within 6 months post-launch, the following must be met:

- Improved and enhanced search engine optimization is released.
- There is a robust calendar and events management system in place on the website.
- ArcGIS/ESRI interactive maps are in use for parks, county locations, and county services.
- The website is poised to achieve award recognition by an industry or government related body.

Within a year to 18 months post-launch there shall be intuitive interaction across all parts of the site. At this time, it shall also exceed board expectations.

3. Scope of Work

3.1 Phase 1: Website Redesign

The County expects our future web presence to stand as a shining example of digital excellence. This transformation will be guided by a vision that places the users at the very heart of its design and functionality. The vision is to create a central hub that not only serves as an invaluable resource for the community but also sets a new standard for user experience in the public sector.

The foundation will be built on comprehensive user research, ensuring that our digital landscape resonates with the rich diversity of our community. Meticulously crafted user personas will guide the user-focused design, promising intuitive and user-friendly interactions. And when it comes to Accessibility, the aim is to meet the most up to date and current WCAG guidelines and standards, ensuring inclusivity for everyone in the community.

To succeed, we expect to implement a strategy for our content that will include governance of how content will be highlighted and what the hierarchy of content will be, as well creating as a central point-of-contact that any changes to main landing pages, main site navigation, site taxonomies, and other central information architecture changes must pass through and be approved. The website will reflect a solid structure that allows visitors to quickly detect and follow the "information scent" that will lead them to the information they need.

Our website won't merely be a digital platform; it will be a testament to the successful fusion of design principles and UX laws. It will be a place where users find what they need effortlessly, where the brand shines consistently, where content is engaging and up-to-date, and where the website itself is celebrated for its excellence in design and user experience.

3.1.1 Discovery Phase

1. Review the previously completed comprehensive research of the existing website's content, structure, and design. This research will be provided to the selected vendor.
2. Provide a mapping of all pages currently available to the public. This must include a content audit that identifies, and addresses outdated or irrelevant information.
3. Identify and clarify technology integration requirements.
4. Complete User personas and journey maps guide user-focused design and information architecture.

3.1.2 Information Architecture and Content Strategy

1. Develop a clear and intuitive website structure and navigation based on gathered requirements.
    a. The website shall be organized around a clear hierarchy of information.
    b. Highlight boxes, icon links, and other design strategies shall be employed to convey weight and importance of information. Urgent information, timely information, and frequently needed or accessed information shall be given additional navigational options and added importance.
    c. Menu items, buttons, links, and other navigational elements shall all employ clear, plain language.
    d. External sites shall not be present in main navigation and linking to external sites shall be clearly labeled to alert visitors that they will be leaving the site. When linking to a service or payment that requires an external site, instructions shall clearly explain to visitors what to expect when arriving at the external site, and what information they will need to have at hand to complete their task.
    e. Likewise, links to documents such as PDFs shall be clearly labeled.

   f. Content is formatted and styled on the pages for quick skimming and scanning and for consistent appearance and use, no matter the department or topic.

2. Create wireframes and interactive wireframe-style prototypes based on 3.1.2.1 above for stakeholder feedback.

3. Assist in developing a content strategy and guidance for content organization and optimization. The following shall be required:

   a. High-quality content is written with the visitor's needs and questions in mind.

   b. Content is written throughout the site at an 8th-grade reading level.

   c. Technical content for specific audiences, such as developers, is written at a 10th-grade level.

   d. The website has a friendly, welcoming voice and tone that is on point with the brand vision.

   e. Provide a style guide that instructs all content producers and editors to ensure that voice, tone, and other style standards are consistent across the website and other digital platforms.

   f. This strategy shall consider the County's governance process and support cross-functional teams.

3.1.3 Visual Design and Branding

1. Define a consistent visual design language, including color schemes, typography, and iconography. All brand choices shall be screened for accessibility, with proper and improper use cases fully documented.

2. Design visually appealing, responsive website templates for optimal user experience across devices. This shall align with county brand guidelines.

3. Create custom graphics, illustrations, and icons to enhance visual appeal.

4. Ensure accessibility compliance per WCAG 2.1, Level AA guidelines.

5. Create interactive prototypes and use them to gather user feedback for design refinement to ensure the achievement of our goals.

6. Perform additional user testing to ensure design responsiveness and functionality across devices and screen sizes, and with the use of assistive technologies.

3.2 Phase 2: CMS Implementation

In envisioning the future of our online presence, we aim to create a mobile-first digital platform that focuses on civic engagement, accessibility, and transparency. Our CMS must serve our residents, businesses, and stakeholders, while elevating their quality of life by providing feature-rich tools.

3.2.1 CMS Customization

1. Customize the selected CMS to align with county requirements and design from Phase 1.

2. Develop custom templates, modules, and plugins to extend CMS functionality.

3. Integrate the CMS with other systems as necessary (e.g., CRM, GIS, payment gateways).

3.2.2 Content Migration, Optimization & Integration

1. Migrate existing content from the old website to the new design with proper formatting and tagging.

   a. Collaborate with County staff to identify content for migration.

2. Optimize content for SEO with meta tags, headings, and keyword strategies.

3. Integrate the CMS with third-party systems essential for website functionality, listed in Attachment C.

3.2.3 Development and Testing

1. Convert approved designs into functional web pages using modern web technologies (HTML, CSS, JavaScript).
2. Integrate necessary features (e.g., contact forms, search functionality, event calendars). Conduct comprehensive testing for compatibility and responsiveness across browsers, devices, and operating systems.
3. Address and resolve any identified bugs or issues to ensure a smooth user experience.

3.2.4 Features and Functionality

1. The new website shall be mobile-first, with all required site features and functionality listed in Attachment B.
2. The vendor shall provide a written change management plan that informs a roadmap for features and functionality out of scope of the proposals
   a. The county shall be able to request future enhancements and receive written estimates in advance before any change is implemented.
   b. Any functionality that requires out of scope customizations must be identified in writing by the vendor for county approval.
   c. The roadmap shall clearly delineate project phases and the intended timeframe for post-launch customizations or functionality changes.
3. The features and functionality of the site shall support an engaging online experience that provides users with services that have a positive impact on their quality of life. Please describe any additional CMS features that would support positive impacts/quality of life services including (but not limited to):
   a. Providing opportunities for resident feedback, including surveys, polls, etc.
   b. Helping individuals submit and track the status of service requests
   c. Accessing a full range of services online, with user-friendly options to access services such as utility bill payment, permit applications, or tax filings
   d. Providing a user-friendly open data portal where residents, businesses, and developers can access and analyze government data
   e. Providing an emergency resource and/or public safety hub
   f. Recruiting and managing volunteers
   g. Parking, traffic, and transportation access
   h. Accessing social services
   i. Accessing business resources and promoting local businesses
   j. Convening community forums
   k. Providing demographic or economic data

3.2.5 User Roles and Permissions

1. Set up user roles and permissions within the CMS for content management and access control.
2. Define workflows and approval processes for content publishing and review.
3. User roles and permissions shall be aligned with our specific governance needs.

3.2.6 Training and Support

1. Provide comprehensive training for county staff responsible for CMS management, covering content creation, editing, and administration. This shall include sessions for both high-level content publishers with wide-ranging permissions and sessions for content editors with more restrictive permissions and limited responsibilities. This

shall also include live sessions where staff can ask questions after they have gained access to the system. Sessions shall be recorded for future reference.

2. Offer ongoing technical support and maintenance post-implementation.
3. Create user documentation, including guides and video tutorials, to assist staff in using the new website.

3.3 Phase 3: Ongoing Support

The County is also seeking a dedicated partner committed to providing comprehensive support and maintenance services that extend far beyond the initial website launch. We envision a long-term collaboration to ensure the website's continued excellence and alignment with evolving needs and standards. We expect to be able to contribute to the website's codebase and perform ongoing enhancements. Although we aim for a lasting partnership, the solution shall be designed to accommodate alternative vendors in the future by providing a straightforward pathway to transition out while acknowledging that the County owns the data.

3.3.1 Accessibility Compliance and Support

1. The selected vendor shall provide ongoing support to ensure the website remains compliant with accessibility standards (e.g., WCAG 2.1, Level AA).
2. Offer accessibility audits and remediation services to address any new accessibility issues that may arise.

3.3.2 Ongoing Content Support

1. The vendor shall assist in the ongoing development and refinement of the website's high-quality content and content strategy to ensure the website continues to meet user needs. This will include both hands-on work to revise content, providing examples that will inform other content editors' efforts, and guidance and support for county employees working to improve their content. The following shall be assumed:
   a. Content shall be continuously audited throughout the site for an 8th-grade reading level.
   b. Technical content for specific audiences, such as developers, shall be continuously audited for a 10th-grade level.
   c. The website shall maintain a friendly, welcoming voice and tone that is on point with the brand vision.
   d. Our style guide shall be kept up to date and continue to instruct all content producers and editors to ensure that voice, tone, and other style standards are consistent across the website and other digital platforms.
2. Provide content optimization recommendations and support to maintain high-quality, up-to-date content, per 4.3.2.1 above.
3. Implement automation and workflows for efficient content updates and organization.
4. Conduct ongoing audits of forms and create guidance around the correct use and best practices for forms (length, help text, order of fields, etc.).
5. The site's interactive/multimedia content shall also be reviewed on a regular basis. Provide ongoing video creation and publication guidelines that support accessibility.

3.3.3 Document Accessibility

1. Regularly scan and assess Microsoft Documents and PDFs for accessibility issues and provide avenues for remediation.
2. Keep abreast of best practices and evolving standards in PDF accessibility.

3.3.4 Ongoing Feature Enhancements

1. Provide regular assessments of the website's performance and user feedback to identify opportunities for feature enhancements and improvements.
2. Develop and implement new features or functionalities as needed to enhance user experience and meet evolving requirements.

3.3.5 Technology Upgrades

1. Stay up to date with the latest web technologies, security protocols, and CMS updates to ensure the website remains secure and optimized.
2. Plan and execute necessary technology upgrades to keep the website aligned with industry best practices.

3.3.6 Security and Compliance Monitoring

1. Conduct routine security audits and vulnerability assessments to proactively identify and address potential security threats.
2. Ensure ongoing compliance with data protection regulations and accessibility standards, making necessary adjustments as regulations evolve.

3.3.7 Performance Optimization

1. Continuously monitor website performance, identifying bottlenecks and areas for improvement.
2. Firm shall be able to maximize availability of all services on the Seminole County Website prior to and after launch.
3. Implement performance optimization strategies to maintain fast load times and responsiveness across all devices.

3.3.8 User Training and Support

1. Offer ongoing training sessions for county staff to ensure they are proficient in managing and updating the website's content.
2. Provide responsive and timely technical support for any issues or questions that may arise during day-to-day website operations.

3.3.9 Analytics and Reporting

1. Maintain analytics tools to track website performance, user behavior, and engagement metrics.
2. Generate regular reports and insights from analytics data to inform decision-making and improvement strategies.

4. Evaluation and Selection

The county will evaluate proposals based on criteria such as vendor qualifications, project approach, cost, and references. The evaluation team will conduct interviews and site visits if necessary.

4.1 Vendor Qualifications

Ideally, the firm selected shall have the following qualifications:

Qualities	Description
Analytical	The vendor shall prioritize data-driven decision making and demonstrate the ability to use data to inform and guide their strategies and recommendations. They shall be adept at analyzing data and translating it into actionable insights for the county team.
Award-Winning	It would be reassuring if the vendor has received recognition for excellence in their field. This could include awards such as a CMA, industry accolades, or positive client testimonials that highlight their exceptional work and expertise.
Collaborative	The county team is highly collaborative, and the vendor shall possess strong collaboration skills. They shall be able to work effectively with a large cross-functional team, encouraging open communication, and fostering a collaborative environment throughout the project.
Content Expertise	The vendor must demonstrate expertise in content strategy and the ability to effectively manage large volumes of content, data, and documents. They shall have a systematic approach to organizing and structuring content, ensuring its relevance, accuracy, and accessibility.
Cross-Sector Experience	County expertise is highly desired; however, a mix of experience is more desirable. Being able to bring the best ideas from private and public sector experience is very desired.
Adaptability and Flexibility	The vendor shall be able to quickly adapt to changing circumstances and priorities. They shall be flexible in their approach and willing to adjust strategies as needed to accommodate the diverse needs and preferences within the county.
Design Expertise	County is really desirous of a beautiful, elegant, and purposeful design. Not extraneous flash for the sake of flash, but elegant simplicity that is equally intuitive and inviting.
Leadership and Guidance	Leadership is important and the vendor shall be providing confident direction and guidance to ensure the project has a successful outcome.

Even Keel	Must be stable and solid in driving the project and able to lead through challenges and internal misalignment.
Hands-on	The vendor shall be highly involved in the project, working closely with the client team. They shall be willing to roll up their sleeves and actively contribute to the implementation, demonstrating a hands-on attitude and a collaborative mindset.
Strategic	Must understand how to lead and drive a successful, sustainable, and durable content strategy that will allow the team to maintain the work post launch. Will need to be comfortable with help text authoring for end users and internal users, understanding what web content is and what is best served in a document.
Technologically Savvy	Shall be able to speak to multiple client teams and have a command of the technologies they are putting forward. With an ability to get deep into the weeds with IT team and yet still be able to present concepts to executives and other departmental staff.
Conflict Resolution Skills	Given the potential for differing opinions and personalities, the vendor shall have strong conflict resolution skills. They shall be adept at mediating disputes and finding common ground among stakeholders to keep the project on track.
Risk Management Skills	In a large county with competing priorities, the ability to identify and mitigate risks is crucial. The vendor shall have a robust risk management strategy and be proactive in addressing potential issues that may arise during the project.
Communication Skills	The vendor shall possess strong communication skills, able to effectively communicate with multiple client teams. They shall have a comprehensive understanding of the technologies they propose and be capable of engaging in detailed technical discussions with the IT team, while still being able to present concepts in a clear and understandable manner to executives and departmental staff.
Pro-active	The vendor must be pro-active in planning, communication, and action both during the project cycle and in ongoing support after. During emergencies or storm response the vendor shall be pro-actively monitoring and communicating clear on-call services and procedures.

Cybersecurity	The vendor must have a proven track record of serving various government agencies at the federal, state, and local levels, while keeping their sites secure, with the latest security protocols.

4.2 Overall Evaluation Process

4.2.1 Proposal Submission Requirements

Content of Proposal (in this order)

1. **Executive Summary**
   - Vendor shall include a description of the highlights, features and distinguishing points of the response. Within this summary a list of individuals and contact information for the response shall be included.
2. **Firm Experience, Qualifications and References**
   - **Business Organization** – the type of business the vendor is registered as (i.e., sole proprietorship, partnership, corporation, and Limited Liability Company).
   - **Length of time in business** – include the date the business started and any name changes, mergers and acquisitions that have taken place since inception.
   - **Locations** – list headquarters & location information including number of employees at each location.
   - **Customer base** – the total number governmental or local government customers to date and the number currently active on open projects broken down by state and jurisdiction.
   - **Experience** – include 3-5 case studies for similar projects for government entities.
   - **Subject matter expertise** – a description of the vendor's subject matter expertise in:
     - Website Redesign
     - Website Development
     - CMS Implementation
     - Integrations
     - Content Migration & Strategy
     - Training
     - Ability to meet the digital attributes described in Section 1.
   - **Qualifications** - Description of how the vendor meets the preferred qualifications listed in Section 4.1.
   - **Capacity and Stability of Firm** - a description of the Consulting Firm's capacity to meet the requirement including but not limited to the financial capacity of the firm, size of relevant technical staff, and the ability to meet the timelines outlined in this document.
   - Vendor shall include at least three (3) different references of county organizations of the same size and complexity of Seminole County that have worked with the Firm in a professional capacity with a scope similar to the one described in Section 3.
   - The references provided shall all be from engagements that took place in their entirety within the last five (5) calendar years.
   - For each project/engagement used to provide proof of experience the following shall be included:
     - Jurisdiction or Agency.
     - Size of project and jurisdiction.

○ Contact Information.
○ Description of each project, including the project objective.
○ Role(s) of the Firm during the project.
○ Subcontractors used (if any) and their role in the project.
○ Number of staff assigned to the project full and part-time.
○ Timeline that includes the start and finish of project at a minimum.
○ Total project cost.
○ Any training or post-implementation that was provided as part of the project.
○ Brief statement as to the firm's adherence to the schedule and budget of the project.

3. **Personnel and Dedicated Staffing**
   ● Include profiles, bios, and resumes for any and all personnel who will be working on the project should the vendor be awarded. Projected amount of time all personnel will dedicate to the project (full-time and part-time).
   ● Include the projected amount of time the vendor will be spending at Seminole County facilities throughout the various stages of the project, including staffing for ongoing support. Statement on how the Firm staff plan to communicate and engage throughout the project (i.e., web conferencing hosted by vendor, Skype, etc.).

4. **Project Management Approach and Execution**
   ● *Project Timeline Assurance*
     ○ Vendor shall include a projected timeline with milestones based on Section 3.
     ○ This section shall include specifics on number of staff needed and time to complete each phase. If the vendor chooses to include additional services such as implementation and training support post-award, then those projected timelines shall also be included in the response.
   ● *Ability to meet Project Goals*
     ○ Vendor shall describe how they will meet the goals detailed in Section 2.
   ● Include the resources, staff, and expectations required of Seminole County to ensure this project is a success.

5. **Technical Knowledge**
   ● *Response to Scope*
     ○ This section shall include a response to each item of the scope of services laid out in Section 3 and Attachment B. If the vendor is hoping to only go after one phase (either redesign, CMS implementation, or Ongoing Support) they can respond to that given scope of work.

6. **Cost Proposal**
   ● Vendor shall include a description of the proposed Consulting engagement broken down by the service categories/phases listed below (at a minimum). Pricing shall reflect distinct costs associated with each element/phase of this work such that Seminole County can select to engage the vendor in each phase individually, in part or in total. Pricing for travel and expenses of consulting personnel shall be included in the lump sum amounts in the fee schedule.
   ● A not-to-exceed amount that would be contained in a potential agreement with Seminole County shall be included. Vendor shall include details about the implementation schedule including milestones and costs.

- In addition to the technical capabilities outlined in the previous sections, the respondent is required to provide a detailed pricing structure that transparently demonstrates the capacity the solution will provide. The pricing shall be presented with standard metrics such as page hits, visitors, or any metrics determined to be most relevant by the interested party. The following must be included in the cost proposal:
- Normal Growth
  - The pricing proposal shall include a clear breakdown of costs associated with managing normal growth. The respondent is requested to specify the anticipated percentage of growth considered as "normal" and provide corresponding pricing details. This ensures that the solution can seamlessly scale to accommodate increasing demands over time.
- Temporary Events (e.g., COVID)
  - Given the unpredictable nature of temporary events that may result in a sudden surge in demand, the respondent shall include a specific cost breakdown for adding additional capacity to handle such situations. For instance, the proposal shall clearly outline the pricing structure for scaling up resources to manage unexpected spikes in usage, as exemplified by the temporary event scenario, such as the COVID-19 pandemic.
- Flexibility and Transparency
  - The pricing proposal shall be flexible enough to accommodate fluctuations in usage while maintaining transparency. Any potential additional costs, such as fees for exceeding agreed-upon thresholds, shall be clearly communicated. The goal is to establish a transparent pricing model that aligns with both standard usage scenarios and unexpected events.
- Supporting Documentation
  - Respondents are encouraged to provide supporting documentation or case studies illustrating how their pricing structure has effectively accommodated both normal growth and sudden spikes in usage for other clients. This will aid in the assessment of the scalability and cost-effectiveness of the proposed solution. Include any SLA's, information where the data is stored, and any other information regarding the privacy, safety, and security of the data and future site.

4.3 Selection Process

Criteria		Section	Points
Part 1			
1	Executive Summary	4.2.1	Pass/Fail
2	Firm Experience, Qualifications and References	4.2.2	10
3	Personnel and Dedicated Staffing	4.2.3	20
4	Project Management Approach and Execution	4.2.4	25
5	Technical Knowledge	4.2.5	25
6	Cost Proposal	4.2.6	20
		Total	100

Basis of Short-Listing/Selection

Part I – Initially, proposals will be evaluated based on their relative responsiveness to the criteria described above and will be scored based on the point values as shown. References and references checks are a required component of Part I scoring.

Part II – Vendors may be short-listed for further consideration.

Part III –In Seminole County's best interest, vendors will be short-listed a second time for an interview. At this time, Seminole County will request further information, explanations, clarifications, presentations, interviews, or meetings with some or all of the remaining service providers. Details on the scoring criteria for interviews will be provided along with notification of the scheduled interview. All interviews and demonstration sessions will be the sole responsibility of the proposing companies and at no cost to Seminole County. If an agreement with the highest-ranked vendor cannot be reached, Seminole County has the right to negotiate with the second-ranked vendor and so on until a satisfactory agreement has been reached.

TAB 5: TECHNICAL KNOWLEDGE

We are pleased to present our comprehensive response addressing all three phases outlined in Section 3 and Attachment B. Our proposal encompasses the entire scope of services, including website redesign, CMS implementation, and ongoing support. Each item in Attachment B has been thoroughly addressed, detailing our approach and strategies to achieve the project objectives effectively. We are committed to delivering a seamless and successful project across all phases, ensuring the fulfilment of Seminole County's requirements and objectives.

Attachment B – Functional Requirements

Table 1 - Required

Functional Requirements	Details	Vendor's Response
Email functionality - Seamless Email Integration	Integration of third-party email capture to allow users to submit email address/join mailing list. Email capture may be department or site specific or global.	Yes. Options include embedding HTML forms or utilizing APIs from third-party email service providers (Mailchimp, SendGrid, or Mailgun).
Email functionality - Seamless Email Integration	Email functionality integrated with CMS to allow emails to be sent from within the site (i.e., password reset, form submission confirmation)	Yes. Options include utilizing built-in email templates and settings within the CMS or integrating with third-party email service providers via APIs for customized email sending, including password reset and form submission confirmation emails.
Email functionality - Seamless Email Integration	Integration of third-party email capture specifically for newsletter sign up to allow users to submit email address to receive newsletter content. Newsletter sign up may be department or site specific or global	Yes. This can be done by embedding HTML forms or utilizing APIs from third-party email service providers for newsletter sign-ups, allowing users to submit their email addresses to receive newsletter content, which can be customized for different audiences.
Email functionality - SMS	Ability to enroll in SMS text notifications	Yes. This can be done by integrating with SMS gateway providers (Twilio, Nexmo, and Clickatell) via APIs to enable users to enroll in SMS text notifications for various events or updates on the website.

Search Engine Optimization (SEO) – Sitemap	Sitemap shall automatically update with each site content change	Yes. For automatic sitemap updates in Sitefinity, built-in features or custom scripts can be used to ensure sitemap updates dynamically reflect site content changes.
Search Engine Optimization (SEO) – Sitemap	Robust and configurable sitemap that allows administrative controls for frequency of submission of site changes.	Yes. Administrative controls enable setting the frequency of submission for site changes, enhancing SEO performance.
Search Engine Optimization (SEO) – Template Optimization	Page Title and summaries shall be required for each type of content.	Yes. Mandatory page titles and summaries can be enforced for each content type, ensuring template optimization for SEO by default or through simple customization.
Search Engine Optimization (SEO) – Template Optimization	Clean plain language URLs shall be provided allowing both machines and humans to read the site hierarchy and structure	Yes. Sitefinity supports clean plain language URLs, facilitating both machine and human readability of the site hierarchy and structure, ensuring optimal SEO performance.
Search Engine Optimization (SEO) – Template Optimization	URL path overrides shall be provided allowing editorial control over URL names	Yes. Sitefinity offers URL path overrides, granting editorial control over URL names for efficient SEO management and customization of page URLs.
Search Engine Optimization (SEO) – Template Optimization	Templates shall be optimized to load quickly across all devices and speeds	Yes. Sitefinity templates are optimized for fast loading across all devices and connection speeds, enhancing user experience and SEO performance.
Search Engine Optimization (SEO) – Image Optimization	Image optimization shall limit the amount and size of images displayed when low bandwidth is detected	Yes. Image optimization in Sitefinity includes limiting the display of images based on bandwidth detection, ensuring optimal performance for users with low bandwidth.
Search Engine Optimization (SEO) – Image Optimization	Plain language and editable image titles and Alt text shall be required in addition to file names	Yes. Sitefinity has the ability to enforce plain language and editable Alt text for images, and SGS follows good practices by ensuring developers adhere to these guidelines for consistency and adherence to accessibility and SEO standards.

Search Engine Optimization (SEO) – Redirects	Editorial control shall be afforded to create site content redirects, short name, and vanity URLs within the system	Yes. Sitefinity provides editorial control for creating site content redirects, short names, and vanity URLs within the system, and SGS developers will utilize this functionality to optimize SEO and enhance user experience.
Search Engine Optimization (SEO) – Structured Data/Content	The structure data schemas shall be applied to the appropriate types of content using the corresponding extensions. Recommended for Places, Events and People.	Yes. Sitefinity enables the application of structured data schemas to appropriate content types using corresponding extensions, recommended for Places, Events, and People, enhancing SEO and providing rich snippets in search results.
Search Engine Optimization (SEO) – Structured Data/Content	Fields in the template shall incorporate the markup and vocabularies from Schema.org to improve the findability of content.	Yes. Sitefinity templates incorporate markup and vocabularies from Schema.org within fields, enhancing the findability of content and improving SEO performance through structured data implementation.
Site Search – Cross-platform Search Capabilities	Site search application shall be able to index and query content across the core website CMS, microsites, applications, and other County owned websites	Yes. Sitefinity's site search capabilities enable indexing and querying of content across the core website CMS, microsites, applications, and other County-owned websites, ensuring comprehensive cross-platform search functionality.
Site Search – Cross-platform Search Capabilities	Search results display shall be federated to show content across the core website CMS, microsites, applications, and other County owned websites.	Yes. Sitefinity's site search functionality federates search results to display content across the core website CMS, microsites, applications, and other County-owned websites, ensuring comprehensive search results from multiple platforms.
Site Search – User Interface Controls	Filtering by taxonomy, dates	Yes. Sitefinity's site search provides user interface controls for filtering search results by taxonomy and dates, enhancing user experience and enabling precise content retrieval.
Site Search – User Interface Controls	Sorting by A-Z, Z-A, Newest, Oldest	Yes. Sitefinity's site search offers user interface controls for sorting search results by A-Z, Z-A, Newest, and Oldest, providing flexibility and customization options for users.

Site Search – User Interface Controls	Faceting within topics and categories	Yes. Sitefinity's site search includes user interface controls for faceting within topics and categories, allowing users to refine search results based on specific topics and categories for enhanced content discovery.
Site Search – Administrative Interface Controls	Pin results to top of query lists	Yes. Sitefinity's site search offers administrative interface controls to pin specific results to the top of query lists, providing administrators with the ability to prioritize and highlight important content for users.
Site Search – Administrative Interface Controls	Remove results from queries	Yes. Sitefinity's site search provides administrative interface controls to remove specific results from queries, allowing administrators to manage and refine search results for optimal user experience.
Site Search – Administrative Interface Controls	Create synonyms sets	Yes. Sitefinity's site search offers administrative interface controls to create synonym sets, enabling administrators to improve search accuracy by associating related terms for better content discoverability.
Site Search – Administrative Interface Controls	Boost and weight fields values	Yes. Sitefinity's site search provides administrative interface controls to boost and weight field values, allowing administrators to adjust the relevance of specific fields in search results to meet their content prioritization needs.
Site Search – Display	Pagination to display number of pages of results	Yes. Sitefinity's site search includes pagination options to display the number of pages of search results, allowing users to navigate through large sets of search results conveniently.
Site Search – Display	Count of results of total set. You are viewing 10 of 100 results	Yes. Sitefinity's site search displays the count of results from the total set, providing users with information such as "You are viewing 10 of 100 results" for improved navigation and context.

Site Search – Display	Autocomplete display of suggested results	Yes. Sitefinity's site search features autocomplete functionality that displays suggested results as users type their query, enhancing the search experience with quick access to relevant content.
Site Search – Display	Ability to display iconography	Yes. Sitefinity's site search offers the ability to display iconography alongside search results, enriching the user interface and providing visual cues for different types of content or actions.
Site Search – Analytics	User search data	Yes. Sitefinity's site search provides analytics functionality to track user search data, offering insights into user behavior and search patterns for optimization and improvement purposes.
Site Search – Analytics	Most popular searches	Yes. Sitefinity's site search analytics feature tracks and presents data on the most popular searches, enabling administrators to understand user interests and optimize content accordingly.
Site Search – Analytics	Searches with no results	Yes. Sitefinity's site search analytics tracks searches with no results, allowing administrators to identify gaps in content and improve search relevance for better user experience.
Site Search – Analytics	Autocomplete usage	Yes. Sitefinity's site search analytics includes tracking autocomplete usage, providing insights into how users interact with the autocomplete feature and informing optimization efforts for better search experience.
Site Search – Analytics	Exportable analytics data	Yes. Sitefinity's site search analytics feature offers exportable data, allowing administrators to export analytics data for further analysis or integration with other reporting tools.

Site Search – Findability: County Services	Feature allowing residents to search and filter all available county services	Yes. Sitefinity's site search includes a feature enabling residents to search and filter all available county services, enhancing findability and accessibility of county resources.
Site Search – Findability: Documents	Feature allowing residents to search and filter documents. Can be specific to a department or section of the site or a global, cross-department document finder	Yes. Sitefinity's "Document Search" or "Document Finder" feature enables residents to search and filter documents, which can be specific to a department or section of the site or a global, cross-department document finder, enhancing document findability and accessibility.
Events Management (Customer) – Events without Registration	View the events that do not require registration to attend and have the option to filter the display by date, location, audience, and event taxonomy.	Yes. Sitefinity offers the ability to view events that do not require registration, with filtering options available by date, location, audience, and event taxonomy, enhancing event management and accessibility for customers.
Events Management (Customer) – Events with Registration	Register for an event, receive an email confirmation, and have the option to cancel the registration	Yes. Sitefinity enables customers to register for events, receive email confirmations, and provides the option to cancel registrations, facilitating seamless event management for attendees.
Events Management (Customer) – Events with Registration and Fee	Register for an event and pay attendance fee, receive a confirmation email including payment confirmation, and have the option to cancel the registration	Yes. Sitefinity allows customers to register for events with attendance fees, make payments, receive confirmation emails including payment confirmation, and provides the option to cancel registrations, offering comprehensive event management capabilities for attendees.
Events Management (Customer) – Calendar	Monthly calendar display of events for the whole system, with the ability to filter by date, location, audience, and event taxonomy	Yes. Sitefinity offers a monthly calendar display of events for the entire system, featuring filtering options by date, location, audience, and event taxonomy, enhancing event management and accessibility for customers.

Events Management (Customer) – Grid Card Display	Photo and text cards displayed in a grid. Display shows events for the whole system with the ability to filter by date, location, audience, and event taxonomy.	Yes. Sitefinity provides a grid card display featuring photo and text cards showcasing events for the entire system, with filtering capabilities by date, location, audience, and event taxonomy, enhancing event visibility and accessibility for customers.
Events Management (Customer) – List Display	List display shows events for the whole system with the ability to filter by date, location, audience, and event taxonomy.	Yes. Sitefinity's list display feature showcases events for the entire system with filtering options by date, location, audience, and event taxonomy, facilitating easy event discovery and management for customers.
Events Management (Customer) – Mobile Responsiveness	All Events content shall be fully mobile responsive across all devices	Yes. Sitefinity provides the capability for full mobile responsiveness of all 'Events' content, and SGS developers will implement responsive design practices to ensure optimal viewing across all devices.
Events Management (Admin) – Events without Registration	Content Editors have the ability to create a standalone or event with multiple instances, tag it by date, location, and taxonomy.	Yes. Content editors in Sitefinity have the ability to create standalone events or events with multiple instances, and tag them by date, location, and taxonomy, providing flexibility and organization in event management.
Events Management (Admin) – Events with Registration	Content Editors have the ability to create a standalone or event with multiple instances that require registration. Events can be tagged by date, location, and taxonomy. Content Editors can set registration requirements including registration open date/time, number of participants and registration closing date/time	Yes. Content editors in Sitefinity have the ability to create standalone events or events with multiple instances that require registration. They can tag events by date, location, and taxonomy, and set registration requirements such as registration open date/time, number of participants, and registration closing date/time, providing comprehensive control over event management.

Events Management (Admin) – Events with Registration and Fee	Content Editors have the ability to create a standalone or event with multiple instances that require registration and a fee to attend. Events can be tagged by date, location, and taxonomy. Content Editors can set registration requirements including registration open date/time, number of participants and registration closing date/time. Event fee amount can be set, payment will be processed in a third-party system.	Yes. Content editors in Sitefinity have the ability to create standalone events or events with multiple instances that require registration and a fee to attend. Events can be tagged by date, location, and taxonomy. Content editors can set registration requirements, including registration open date/time and number of participants, as well as registration closing date/time. The event fee amount can be set, with payment processed in a third-party system, offering comprehensive control over event management and payment processing.
Events Management (Admin) – Calendar	Content Editors can manage which events display on the calendar based on date, location, and event taxonomy.	Yes. In Sitefinity, content editors can manage which events display on the calendar based on date, location, and event taxonomy, providing flexibility and control over event visibility and organization.
Events Management (Admin) – Grid Card Display	Content Editors can select photo and text to display events content in a grid, events can be included/excluded from grid display based on date, location, and event taxonomy.	Yes. In Sitefinity, content editors can select photo and text to display events content in a grid. They can include or exclude events from the grid display based on date, location, and event taxonomy, offering flexibility in event presentation and organization.
Events Management (Admin) – List Display	Content Editors can select text to display events content in a list, events can be included/excluded from list display based on date, location, and event taxonomy.	Yes. Sitefinity's List Display feature allows content editors to select events to be displayed in a text-based list format, with the ability to include or exclude events based on date, location, and event taxonomy, offering precise control over event presentation and organization.
Events Management (Admin) – Mobile Responsiveness	Content Editors can create and manage events from the administrator interface even on a tablet or mobile device.	Yes. Sitefinity's Mobile Responsiveness feature enables content editors to seamlessly create and manage events from the administrator interface, ensuring accessibility and convenience even on tablet or mobile devices.

Social Media – Presence on Site	Display the branded icons and link to the County owned social media accounts.	Yes. Sitefinity enables the display of branded social media icons on the website, each linked to the County's official social media accounts, facilitating easy access for visitors to engage with the organization across various platforms.
Social Media – Presence		Yes. Sitefinity offers robust social media integration, allowing organizations to showcase their presence on various social media platforms directly on their website, enhancing online visibility and engagement with visitors.
Accessibility – ADA and WCAG Compliance	Design and build in compliance with WCAG 2.1, Level AA accessibility standards	Yes. Sitefinity provides tools and features to design and build websites in compliance with WCAG 2.1, Level AA accessibility standards, and SGS will follow necessary practices to ensure inclusivity and accessibility for all users.
Accessibility – Siteimprove	Integrated with SiteImprove to use pre-publish check tool when managing content	Yes. Sitefinity can be integrated with SiteImprove to utilize its pre-publish check tool when managing content, ensuring adherence to accessibility standards and facilitating efficient accessibility testing and optimization processes.
Accessibility – Content Readability	Could be provided by SiteImprove or other third- party tool to provide a Flesch Kincaid readability report.	Yes. Sitefinity can integrate with third-party tools like SiteImprove to provide a Flesch Kincaid readability report, enhancing content accessibility by evaluating readability metrics and facilitating improvements based on established standards.
Accessibility – Content Readability	Could be provided by SiteImprove or other third- party tool to provide a Flesch Kincaid readability report.	Yes. Sitefinity can integrate with third-party tools like SiteImprove to provide a Flesch Kincaid readability report, enhancing content accessibility by evaluating readability metrics and facilitating improvements based on established standards.

Accessibility – Text Re-size	Text shall be able to be re-sized as needed for users visiting the site.	Yes. Sitefinity incorporates responsive design principles, allowing text to be resized dynamically based on user preferences or browser settings, ensuring optimal readability and accessibility across different devices and platforms.
Accessibility – PDF Remediation	Third party or vendor managed to assess and remediate PDFs to ensure accessibility compliance.	Yes. Sitefinity supports integration with third-party vendors or tools for assessing and remediating PDFs to ensure accessibility compliance, enhancing inclusivity and usability for all users.
CMS Features – Display	Site shall be fully mobile responsive across all device's sizes.	Yes. Sitefinity's capabilities ensure that websites are fully mobile-responsive across all device sizes, and SGS developers follow best practices to maintain optimal viewing and usability for visitors accessing the site from smartphones, tablets, and other mobile devices.
CMS Features – Display	While the site shall be vibrant and modern in design, it shall also be accessible to users on older devices and lower bandwidths.	Yes. Sitefinity's design principles incorporate techniques such as responsive design and optimized asset delivery, ensuring that the site remains accessible to users on older devices and lower bandwidths without compromising on aesthetics or functionality.
CMS Features – Display	Site must load quickly with content, images, and features readily available.	Yes. Sitefinity ensures fast loading times with content, images, and features readily available, prioritizing user experience and engagement by minimizing loading times and providing seamless access to website content and features.
CMS Features – Templates	Flexible templates to avoid having to create content multiple times, i.e., News Article and Blog Post would be distinct.	Yes. Sitefinity supports custom-built design templates, enabling flexibility to create distinct templates for different content types like News Articles and Blog Posts, ensuring efficient content management tailored to specific requirements.

CMS Features – Templates	Templates must be created to house unique content types.	Yes. Sitefinity allows for the creation of templates tailored to house unique content types, ensuring flexibility and efficiency in content management by providing distinct structures for different types of content.
CMS Features – Templates	Templates must have a fixed user experience with optional features for editors to add supporting content and features using components.	Yes. The fixed user experience and optional features for editors to add supporting content and features using components will be part of our custom design and development efforts, tailored to meet the specific requirements of the project.
CMS Print	Provide print icon for users to print content pages. Print function CSS shall remove menus color, images, and extraneous site elements	Yes. The Sitefinity CMS is capable of supporting the fixed user experience and optional features for editors to add supporting content and features using components, which will be part of our custom design and development efforts, tailored to meet the specific requirements of the project.
CMS – Help and Tool Tips Feature	As an add on to the content interface the ability to add tool tip and help content to user facing content for more complex subjects.	Yes. Sitefinity supports the addition of tooltip and help content to user-facing content as an add-on feature, enhancing the user experience by providing assistance and clarification for complex subjects within the content interface.
CMS – Microsites/Subsites	CMS shall include the functionality to allow a subsite/microsite to be built within the county CMS. Structure can be shared (components, content types) but look and feel must be distinct.	Yes. Sitefinity enables the creation of subsites or microsites within the county CMS, allowing for shared components and content types while ensuring that each subsite or microsite has a distinct look and feel, including unique branding, styling, and layout options tailored to specific requirements.
CMS – Infographic Builder	Content Editors and Site Builders can build an interactive infographic within the CMS editorial UI.	Yes. Sitefinity empowers content editors and site builders to create interactive infographics directly within the CMS editorial UI, streamlining the content creation process and enhancing engagement with visually compelling content.

CMS – Mobile Responsiveness	Telephone numbers across the site must be automatically formatted to allow click to call capability on mobile.	Yes. Sitefinity ensures that telephone numbers across the site are automatically formatted to enable click-to-call capability on mobile devices, enhancing user experience and facilitating seamless communication with the website's visitors.
Translation – Multiple Language Tool	Must continue using Weglot	Yes. The CMS will continue to use Weglot as the multiple language translation tool, ensuring efficient and reliable translation management for multilingual content.
Translation – Multiple Language Tool	All content on the site must be available in multiple languages and prefer not machine translated	Yes. All content on the site will be available in multiple languages, and machine translation will be avoided wherever possible to ensure high-quality, accurate translations that resonate with diverse audiences.
Administrative Controls and Interface – Content Moderation	New and revised content to be reviewed by user with elevated publishing permissions.	Yes. Sitefinity allows for content moderation where new and revised content can be reviewed by users with elevated publishing permissions before being published, ensuring quality control and compliance with editorial guidelines.
Administrative Controls and Interface – Content Scheduling	Ability to schedule when a page or post publishes, when a page/post unpublished and returns to draft, and when a page has been edited.	Yes. Sitefinity provides the ability to schedule the publishing, unpublishing, and editing of pages or posts, offering flexibility and control over content management and ensuring timely updates according to predetermined schedules.
Administrative Controls and Interface – Content Workflow	Review and approval workflow depending on role and permission assigned. Will need workflows specific to various departments.	Yes. Sitefinity offers customizable review and approval workflows based on assigned roles and permissions, accommodating department-specific workflows and ensuring efficient content management processes tailored to organizational requirements.

Administrative Controls and Interface – Editing	Users can create new content or edit existing content using a modern editor tool within CMS.	Yes. Sitefinity provides users with a modern editor tool, such as a rich text editor, offering formatting options like bold, italics, lists, and hyperlinks, along with media embedding capabilities for images, videos, and documents, ensuring a versatile and intuitive editing experience within the CMS.
Administrative Controls and Interface – Publishing	User with appropriate permissions to publish can review and publish their own content or content within the approval workflow for other editors.	Yes. Sitefinity allows users with appropriate permissions to review and publish their own content or content within the approval workflow for other editors, ensuring efficient content management and timely publishing according to organizational processes.
Administrative Controls and Interface – Reporting	Must be able to sort, filter and search on site content	Yes. Sitefinity provides robust reporting features that allow users to sort, filter, and search on site content, facilitating efficient content management and enabling users to easily locate and analyze relevant information within the CMS.
Administrative Controls and Interface – Reporting	Must be able to sort by title, department, editor, created date, updated date and other required taxonomy terms.	Yes. Sitefinity's reporting capabilities allow users to sort content by various criteria including title, department, editor, created date, updated date, and other required taxonomy terms, providing comprehensive control and analysis of site content within the CMS.
Administrative Controls and Interface – Reporting	Must be able to create a sorted, filtered and/or searched list and export the data to a CSV file.	Yes. Sitefinity enables users to create sorted, filtered, and/or searched lists of data within the reporting interface and export the data to a CSV file, facilitating easy analysis and sharing of information from the CMS.
Administrative Controls and Interface – Data Visualization: Internal Dashboard	Site administrators must be able to create internal dashboards for tracking editorial activity within the CMS. Can be department specific or global.	Site administrators must be able to create internal dashboards for tracking editorial activity within the CMS. Can be department specific or global.

Administrative Controls and Interface – Site Building / Configuration	Users with certain permissions can update templates, create new components, and manage site configuration directly within the Admin User Interface	Yes. Sitefinity allows users with appropriate permissions to update templates, create new components, and manage site configuration directly within the Admin User Interface, streamlining the site building and configuration process for efficient content management.
Administrative Controls and Interface – Mobile Responsive	Content editors and publisher must be able to create new or edit existing content from a mobile or tablet device	Yes. Sitefinity enables content editors and publishers to create new or edit existing content from a mobile or tablet device, providing flexibility and convenience for content management on the go.
Administrative Controls and Interface – Help Text	Clear and concise help text for each field, content templates to improve the editorial experience	Yes. Sitefinity provides clear and concise help text for each field and content template, enhancing the editorial experience by providing guidance and clarity to users while creating or editing content within the CMS.
Administrative Controls and Interface – User Management	Internal user management schema that can accommodate differing permission levels	Yes. Sitefinity offers an internal user management schema that can accommodate differing permission levels, providing flexibility in assigning access rights and permissions to users based on their roles and responsibilities within the organization.
Administrative Controls and Interface – Browser Based Administration	Create, edit, manage content from any browser.	Yes. Sitefinity offers browser-based administration, allowing users to create, edit, and manage content from any modern web browser, providing flexibility and convenience in content management regardless of location or device.
Administrative Controls and Interface – 404 Page	Ability to customize 404 page.	Yes. Sitefinity allows for the customization of the 404 page, enabling administrators to create a tailored and user-friendly error page that aligns with the site's branding and provides helpful information to visitors who encounter missing or broken links.

Administrative Controls and Interface – 404 Page	The ability to customize other error code response pages shall be provided via as a single template that the county can easily update in the CMS	Yes. Sitefinity provides the ability to customize other error code response pages via a single template, allowing the county to easily update and manage error pages within the CMS, ensuring consistency and efficiency in handling various error scenarios across the website.
Administrative Controls and Interface – Native Reporting Tools	Must be able to sort, filter and search on site content.	Yes. Sitefinity allows users to sort, filter, and search site content, providing robust tools for efficient content management and easy access to relevant information within the CMS.
Administrative Controls and Interface – Native Reporting Tools	Shall be able to sort by title, department, editor, created date, updated date and other required taxonomy terms	Yes. Sitefinity's native reporting tools enable sorting by title, department, editor, created date, updated date, and other required taxonomy terms, providing comprehensive control and analysis of site content within the CMS.
Administrative Controls and Interface – Native Reporting Tools	Shall be able to create a sorted, filtered and/or searched list and export the data to a CSV file	Yes. Sitefinity's native reporting tools allow users to create sorted, filtered, and/or searched lists of data and export the data to a CSV file, facilitating easy analysis and sharing of information from within the CMS.
Administrative Controls and Interface – Native Reporting Tools	Must be able to review content within workflow stages.	Yes. In Sitefinity, the Content Analytics or Content Reports feature allows users to review content within workflow stages, providing visibility into the status of content and facilitating efficient content management processes within the CMS.
Administrative Controls and Interface – Native Reporting Tools	System shall automatically generate a report of content that has "sunset"	Yes. Sitefinity's Content Analytics or Content Reports feature can automatically generate a report of content that has reached its "sunset" status, helping administrators manage outdated or expired content effectively within the CMS.

Administrative Controls and Interface – Database Access (On Demand)	Ability for a site administrator to access the complete database for download and export as a SQL file. This shall allow for a fresh copy to be saved locally or used by another database application	Yes. Sitefinity's Database Management feature enables site administrators to access the complete database for download and export as a SQL file on demand, providing flexibility in managing and utilizing site data.
Administrative Controls and Interface – Database Access (Timed/Batched)	System will create a copy of the site database on a scheduled interval. This copy will be saved to a secure storage (AWS) and is retrievable by an administrator. This is done multiple times per day and retained for a rolling number of days.	Yes. Sitefinity's Database Management feature supports timed or batched database backups, automatically creating copies of the site database at scheduled intervals. These backups are saved to secure storage, such as AWS, and are retrievable by administrators, with multiple backups per day retained for a rolling number of days, ensuring data integrity and security.
Administrative Controls and Interface – Database Access (REST API Integration)	System allows for API integration a SQL database application to connect and retrieve entire database or specific tables. This shall also provide an interface for the site administrator to manage visually.	Yes, Sitefinity's Database Access feature includes the REST API Integration component, allowing seamless connection and retrieval of database content by SQL database applications. Additionally, it offers a visual management interface for administrators to oversee and configure this integration effortlessly.
Identity Access Management – Single Sign On	Integration is required with SAML SSO to provide access for administrative login to complete editing, publishing, and site administrative tasks.	Yes, Sitefinity's Identity Access Management feature includes Single Sign-On (SSO) integration with SAML (Security Assertion Markup Language), providing administrators with secure and streamlined access to editing, publishing, and site administrative tasks.
Identity Access Management – Two-Factor Authentication	If SSO is not possible the must have two factor authentication	Yes, Sitefinity provides both Single Sign-On (SSO) integration with SAML and Two-Factor Authentication (2FA), offering administrators multiple layers of security options for accessing the CMS.

Forms – Form (Native)	Forms developed natively in CMS of choice shall be cable of conditional logic and custom submission confirmation messages via email or online.	Yes, Sitefinity's native form builder includes advanced features such as conditional logic and custom submission confirmation messages, providing extensive capabilities for form development and user interaction customization within the CMS.
Forms – Form (Native)	Forms developed natively in CMS of choice shall include security/spam deterrent, i.e., Captcha, reCAPTCHA	Yes, Sitefinity's native form builder integrates security and spam deterrent features like Captcha and reCAPTCHA, enhancing form protection and data integrity within the CMS.
Forms – Data Management	Data collected via native forms shall be able to be viewed within the CMS on an aggregate and per form basis.	Yes, Sitefinity's native form builder allows for the management of data collected via forms, providing options to view the data within the CMS on both aggregate and per-form bases, facilitating effective data analysis and management for administrators.
Forms – Data Management	Data collected shall be exportable in an aggregate or single-entry manner.	Yes, Sitefinity's form data management feature enables the export of collected data in both aggregate and single-entry formats, providing flexibility for administrators to analyze and utilize the data as needed outside of the CMS environment.
Forms – Data Management	Data collected via native forms shall be able to be emailed to internal users and directly to end users submitting the form.	Yes, Sitefinity's native form builder supports the emailing of collected data to both internal users and end users submitting the form, providing efficient communication and data distribution channels for form submissions within the CMS.
Forms – Data Management	Access to data collected shall be restricted according to a user's permission-level and role.	Yes, the feature is commonly known as "Data Access Control" or "Data Permissions" within Sitefinity's form management functionality, ensuring secure and controlled access to collected data based on users' permission levels and roles.

Forms – Form (Third-party: seamless docs, formsite, jotform)	Forms developed in a third-party tool that can be integrated into CMS. Forms shall be capable of conditional logic and custom submission confirmation messages. Encryption, PCI, and HIPPA compliance shall be included. Full reporting suite and data management shall also be included	Yes, Sitefinity supports integration with third-party form tools like SeamlessDocs, Formsite, and JotForm. These forms are capable of conditional logic, custom submission confirmation messages, and compliance with encryption, PCI, and HIPAA standards. Additionally, they offer a full reporting suite and data management capabilities for effective form management within the CMS.
Forms – Form Administration: Advanced Workflow	Form editors and managers shall be able to configure advanced notification workflow including email notifications, workflow approval requests.	Yes, within Sitefinity, this feature is commonly referred to as "Advanced Workflow for Forms Administration". It empowers form editors and managers to configure intricate notification workflows, encompassing email notifications and approval requests, thereby optimizing communication and enhancing form management processes within the CMS.
Forms – Payments	Integration with County owned payment gateway shall be beneficial across multiple programmatic areas to support Pet Adoptions, Events Registration and more. Extensible across multiple areas.	Yes, Sitefinity offers integration capabilities with County-owned payment gateways, facilitating transactions for various programmatic areas such as Pet Adoptions, Events Registration, and more. This feature is extensible across multiple areas, providing flexibility and convenience for online payment processing within the CMS.
Data & Analytics Tool – Google Analytics	Integration with Google Analytics 4 (or any future Google Analytics upgrades) for analytics management.	Yes, Sitefinity integrates with Google Analytics, including future upgrades like Google Analytics 4, for comprehensive analytics management within the CMS.
Data & Analytics Tool – SiteImprove QA & Accessibility, PDFs, Pre-Publish Checks	System shall be integrated with SiteImprove or similar to ensure content is ADA compliant and accessible. This shall include pre-publish content checks and PDF checks	Yes, Sitefinity integrates with SiteImprove or similar tools to ensure ADA compliance and accessibility. This includes pre-publish content checks and PDF accessibility checks, enhancing content quality and compliance within the CMS.

Data & Analytics Tool – Hotjar	Install Hotjar to visually analyze customer behavior, providing ongoing user analysis.	Yes, Sitefinity supports the installation of Hotjar to visually analyze customer behavior, offering continuous user analysis capabilities within the CMS.
Data & Analytics Tool – Inspectlet	Install Inspectlet for additional customer insight and data.	Yes, Sitefinity facilitates the installation of Inspectlet to gain additional customer insights and data, enhancing analytics capabilities within the CMS.
Mapping & Location Management – ArcGIS & ESRI Integration	An embed feature shall be included that easily allows an editor to embed ArcGIS and ESRI maps on the site.	Yes, Sitefinity includes an embed feature for seamless integration with ArcGIS and ESRI maps, enabling editors to easily embed maps on the site without technical complexities.
Mapping & Location Management – ArcGIS & ESRI Integration	Controls shall be provided allowing the editor to control the height of the map embed.	Yes, Sitefinity provides controls for editors to adjust the height of the embedded ArcGIS and ESRI maps, offering flexibility in map display within the CMS.
Mapping & Location Management – Map Interface	Must be mobile responsive	Yes, Sitefinity ensures that the map interface is mobile responsive, offering optimal viewing and interaction experiences across various devices within the CMS.
Mapping & Location Management – Map Interface	Ability to display waypoints/pins and a pop-up card for more detailed information	Yes, Sitefinity provides Marker Display with Info Windows, allowing users to easily visualize waypoints or pins on maps and access detailed information via interactive pop-up cards, enhancing the overall usability and engagement of the map interface within the CMS.
Mapping & Location Management – Geocoding	Ability to have the system geocode a location based on the address provided.	Yes, Sitefinity utilizes geocoding services like Google Maps Geocoding API to convert provided addresses into geographic coordinates, enabling accurate location mapping and management within the CMS.
Mapping & Location Management – Geocoding	Ability to override a geocoded address that is not precise with latitude and longitude values	Yes, Sitefinity allows users to override imprecise geocoded addresses by manually inputting latitude and longitude values, ensuring accuracy in location mapping within the CMS.

Mapping & Location Management – Geolocation	Geolocation services shall be included to allow a user to find services and location near them using device location or supplying a zip code or street.	Yes, Sitefinity includes geolocation services enabling users to find nearby services and locations by utilizing their device's location or inputting a zip code or street address, enhancing user experience and convenience within the CMS.
Mapping & Location Management – Find Locations	Ability to find, filter and search within site for county offices and facilities with ESRI taking precedent	Yes, Sitefinity offers Location Search and Filtering functionality, enabling users to efficiently find, filter, and search for county offices and facilities within the CMS, with ESRI integration taking precedence for enhanced location discovery.
User Management – Roles	Internal user management schema that can accommodate differing permission levels.	Yes, Sitefinity features a robust internal user management system, allowing for the creation of various roles with customizable permission levels to accommodate diverse user needs within the CMS.
User Management – Roles	Standard roles: Site administrators, Editors, Publishers.	Yes, Sitefinity offers standard roles such as Site Administrators, Editors, and Publishers, providing predefined user roles with specific permissions to streamline user management within the CMS.
User Management – Roles	Customized roles based on Department or team specific (i.e., Sheriff).	Yes, Sitefinity allows for the creation of customized roles tailored to department or team-specific requirements, facilitating granular control over user permissions and access within the CMS.
User Management – Roles	Site administrators can assign and update role assignments for other users.	Yes, Sitefinity empowers site administrators to assign and update role assignments for other users, ensuring efficient management of user permissions and access levels within the CMS.
User Management – Roles	Publishers can create, edit their own content, review, and publish content.	Yes, Publishers in Sitefinity have the capability to create, edit, review, and publish their own content, streamlining the content management process within the CMS.

User Management – Roles	Editors can create, edit their own content, and submit for review.	Yes, Editors in Sitefinity have the ability to create and edit their own content and submit it for review, facilitating collaborative content creation and management workflows within the CMS.
User Management – Permissions	Permissions schema to support administrative and editorial workflows.	Yes, Sitefinity includes a comprehensive permissions schema designed to support both administrative and editorial workflows, ensuring granular control over user access and actions within the CMS.
User Management – Permissions	Multi-level permissions to support all website roles.	Yes, Sitefinity offers multi-level permissions to support all website roles, enabling precise control over user access and actions based on their assigned roles within the CMS.
User Management – Permissions	Granular access to restrict a user to singular sections within the site.	Yes, Sitefinity provides granular access controls, allowing administrators to restrict users to specific sections within the site, ensuring focused and controlled access to content and functionality as per user roles and responsibilities.
User Management – Permissions	Limited access to edit Front Page	Yes, Sitefinity enables administrators to grant limited access for editing the Front Page, ensuring controlled modification of this critical website section by authorized users only.
User Management – Reporting	Shall be able to search, filter and sort on all system users.	Yes, Sitefinity offers reporting capabilities that allow administrators to search, filter, and sort on all system users, providing comprehensive insights into user management within the CMS.
User Management – Reporting	Shall be able to sort and filter by user roles, last authentication date, department assignments, last content edited.	Yes, Sitefinity's "User Management Reporting" feature enables sorting and filtering by user roles, last authentication date, department assignments, and last content edited, providing administrators with detailed insights into user activities and permissions within the CMS.

User Management – Reporting	Shall be able to sort, filter and search and export all user data to a CSV file.	Yes, Sitefinity's "User Management Reporting" feature allows sorting, filtering, searching, and exporting all user data to a CSV file, providing administrators with comprehensive control over user management data.
User Management – Reporting	Administrators shall be able to view reports on system access by users even if content is not edited, archived, created, or published.	Yes, Sitefinity's "User Management Reporting" feature empowers administrators to view reports on system access by users, irrespective of their content-related activities, ensuring comprehensive oversight of user interactions with the system.
User Management – Administrative Export Capability	REST API or similar integration to County SQL databases for data captured/stored in CMS.	Yes, Sitefinity offers "Administrative Export Capability" with REST API integration or similar methods to sync data captured or stored in the CMS with County SQL databases, facilitating seamless data exchange and management.
User Management – Administrative Export Capability	Scheduled automated export with an option to manually export data.	Yes, Sitefinity provides "Administrative Export Capability" including scheduled automated exports and the option for manual exports, ensuring efficient and flexible data management processes for administrative tasks.
Integrations	A full list of Integrations can be seen in Attachment C	Sitefinity supports all integrations listed in Attachment C.
Document Management – Cloud- based storage	Shall not rely on county internal FTP for storage	Yes, Sitefinity supports cloud-based storage solutions for document management, eliminating the need for reliance on county internal FTP systems and ensuring secure and accessible storage for documents.
Document Management – Administrative	Admin users can upload PDFs and other documents in standardized templates, tag them by upload date, publish date, author, or taxonomy.	Yes, Sitefinity provides administrative users with the capability to upload PDFs and other documents using standardized templates, allowing them to tag documents with metadata such as upload date, publish date, author, or taxonomy for efficient organization and retrieval.

Document Management – Limited File Types	The system shall be configured to only allow certain file type extensions	Yes, Sitefinity allows administrators to configure the system to restrict uploads to specific file types by setting limitations on permitted file extensions, ensuring content security and integrity.
Document Management – Version Control	Shall be able to create a new version or revert to a previous version.	Yes, Sitefinity provides version control functionality, allowing users to create new document versions and revert to previous versions as needed, ensuring efficient document management and collaboration.
Document Management – Findability	Documents shall be searchable for both end users and admin users.	Yes, documents within Sitefinity are fully searchable, providing both end users and admin users with the ability to easily find documents using search functionality, enhancing overall document management and accessibility.
Document Management – Document Management Workflow	Review and approval workflow depending on role and permission assigned. Will need workflows specific to various departments.	Yes. Sitefinity's document management workflow system allows for customizable review and approval processes based on user roles and permissions, ensuring efficient document management tailored to the needs of different departments within the organization.
Document Management – Printability	PDFs shall be printer friendly	Yes. Sitefinity supports printer-friendly PDFs as part of its document management capabilities.
Document Management – Archive	Outdated PDFs shall be able to be archived.	Yes. Sitefinity includes archiving functionality for outdated PDFs, ensuring efficient document management.
Document Management – Scheduling	Automatic publishing/archive for documents, specifically PDFs.	Yes. Sitefinity supports automatic scheduling for publishing and archiving documents, including PDFs, streamlining document management processes.
Document Management – Scalability	Ability to grow with the county's need for PDF management if CMS is the primary repository for PDF content.	Yes. Sitefinity offers scalability to accommodate the county's growing need for PDF management, serving as the primary repository for PDF content and ensuring seamless scalability as requirements evolve.

Document Management – Departmental Taxonomy	Capture friendly name, file name and taxonomy on all docs, files, etc.	Yes. Sitefinity allows for the capture of friendly names, file names, and taxonomy on all documents and files, facilitating effective organization and management based on departmental taxonomy requirements.
Document Management – Bulk File Upload	Admin users shall be able to upload multiple files at once to the system.	Yes. Sitefinity enables admin users to upload multiple files at once to the system, streamlining the process of adding content in bulk.
Document Management – Bulk File Management	Admin users can manage file name, friendly name, taxonomy, publication date on multiple files at a time via the admin interface	Yes. Sitefinity allows admin users to manage file attributes such as file name, friendly name, taxonomy, and publication date on multiple files simultaneously via the admin interface, enhancing efficiency in bulk file management.
Site Alerts – Sitewide announcements and alerts	Ability to create site-wide alerts that allow the customer to dismiss the alerts. Administrators can schedule start/end date and time for the alerts.	Yes, Sitefinity includes a feature that enables the creation of site-wide alerts, which administrators can schedule with specific start and end dates and times. Users can dismiss these alerts as needed, providing flexibility and control over site notifications.
Site Alerts – Severity	Can designate low, medium, high severity. Each level distinct in site design.	Yes, Sitefinity provides the capability to designate different severity levels for site alerts, allowing administrators to distinguish between low, medium, and high severity alerts. Each level can be visually distinct in the site design, ensuring that users can easily identify the importance of the alert.
Site Alerts – Front Page Only	Option to restrict the alert to only the front page of the website.	Yes, Sitefinity allows administrators to specify that an alert should only be displayed on the front page of the website, providing flexibility in alert placement based on strategic communication needs.

Site Alerts – Department Level Announcements and Alerts	Ability to create department-level alerts that allow the customer to dismiss the alerts. Only Administrators within the specific department can create and schedule start/end date and time for the alerts. Alert does not appear outside the specified department.	Yes. Sitefinity offers the functionality to create department-level alerts, allowing administrators within specific departments to craft and schedule alerts tailored to their audience. These alerts can be dismissed by users and are limited to display within the designated department, ensuring relevance and targeted communication.
Digital Asset & Media Management – Bulk Media Upload	Content editors can upload multiple photos/images for use in the CMS. Alt text must be a required field.	Yes. Sitefinity facilitates bulk media upload, empowering content editors to efficiently upload multiple photos or images for CMS use. As a best practice, alt text is mandated as a required field to enhance accessibility and SEO optimization.
Digital Asset & Media Management – Digital Asset Management System (i.e., Canto	System must be capable of integrating with a Digital Asset Management System	Yes, Sitefinity is capable of integrating with a Digital Asset Management System (DAM) such as Canto, enabling seamless management and access to digital assets across the platform.
Digital Asset & Media Management – Create and Embed Photo Slideshows and Galleries	Content Editors can create a photo slideshow or gallery selecting photos and providing captions	Yes, Sitefinity enables Content Editors to create engaging photo slideshows and galleries by selecting photos and adding captions, enhancing the visual appeal of the content.
Digital Asset & Media Management – Embed (Videos and Social Media)	Embed social media and videos (YouTube) embed code snippet to render regardless of section or content template on the website.	Yes, Sitefinity allows for the seamless embedding of social media posts and YouTube videos via embed code snippets, ensuring consistent rendering across all sections and content templates on the website.
Digital Asset & Media Management – Embed Livestream	Integration with Livestream to display an in- progress live stream feed to render regardless of section or content template in the website.	Yes, Sitefinity supports integration with Livestream, enabling the display of in-progress live stream feeds seamlessly across all sections and content templates on the website.
Training – Google Analytics	Dashboard and data management	Yes, SGS will provide training to county staff on how to use Google Analytics, including setting up dashboards and managing data within the Sitefinity CMS.

Training – Google Analytics	Provide a robust set of KPIs to be tracked over time. Training shall then be provided to report out analytics data easily over time.	Yes, SGS will provide training to county staff on configuring a robust set of Key Performance Indicators (KPIs) to be tracked over time using Google Analytics. This training will include reporting out analytics data easily over time.
Training – Content Editing Best Practices	Ongoing training resources and support	Yes, SGS will provide ongoing training resources and support to county staff on content editing best practices, ensuring proficiency and effectiveness in managing website content.
Training – Help text, Tutorials, Tool tips	Both a Help Center Dashboard repository and available inline to content editors, publishers, and admins.	Yes, SGS will provide a comprehensive Help Center Dashboard repository along with inline help text, tutorials, and tooltips available to content editors, publishers, and administrators, facilitating efficient and effective usage of the CMS.
Hosting – Content Delivery Network (CDN)	Shall reduce website load time, handle high traffic loads, and include security features like Distributed Denial of Service (DDoS) protection and Web Application Firewall (WAF) integration	Yes, SGS will implement a Content Delivery Network (CDN) to reduce website load time, handle high traffic loads, and include security features such as Distributed Denial of Service (DDoS) protection and Web Application Firewall (WAF) integration, ensuring optimal performance and security for the website.
Hosting – Dedicated Test/Development Environment	Non-production environment available to all admin users with the appropriate permissions to access for training and testing purposes. This environment shall be protected from anonymous users.	Yes, SGS will provide a dedicated test/development environment, accessible to all admin users with appropriate permissions, for training and testing purposes. This environment will be protected from anonymous users to ensure data integrity and security during testing and development activities.
Managed Services Requirements – 24/7/365 Hour Responsiveness	Vendor will be fully staffed during core business hours and staffed for critical response during the after/off hours (including overnights, weekends, and holidays)	Yes, SGS will ensure 24/7/365 hour responsiveness as part of the managed services requirements.

Managed Service Requirements – Ongoing Relationship	Be a true partner and collaborator with the County team.	Yes, SGS will maintain an ongoing relationship with the County team, acting as a true partner and collaborator throughout the engagement.

Table 2 - Optional

Functional Requirements	Details	Vendor's Response
Email functionality - Email Sent (3rd Party)	Email functionality integrated with CMS to allow emails to be sent from within the site (i.e., password reset, form submission confirmation)	Yes, SGS will integrate third-party email service providers like SendGrid, Mailgun, or Amazon SES to enable email functionality within the CMS, allowing emails to be sent from within the site for actions such as password reset and form submission confirmation.
Social Media – Content Sharing	Ability to share content from the website to selected social media platforms	Yes, SGS will implement the ability to share content from the website to selected social media platforms, enabling seamless integration and sharing functionalities for improved engagement and outreach.
Social Media – Metatag and Open Graph Tag Optimization	Content shall be optimized for sharing and display on selected social media platforms.	Yes, SGS will optimize content with metatags and Open Graph tags to ensure optimal sharing and display on selected social media platforms, enhancing visibility and engagement across social channels.
Social Media – Metatag and Open Graph Tag Optimization	Open graph tag configuration shall be set up to include content specific images or the default site image when specific image is not available.	Yes, SGS will configure Open Graph tags to include content-specific images or default site images when specific images are not available, ensuring optimized sharing and display on social media platforms.

Social Media – Metatag and Open Graph Tag Optimization	For each platform where content can be shared from the website shall have its metatag protocol defined according to the social platform's current requirement. Example Twitter cards shall be defined for the size, type of content and link to be shared.	Yes, we'll configure the metatag and Open Graph tag optimization to ensure that each social media platform can interpret the shared content effectively. For instance, for Twitter cards, we'll define the appropriate metadata attributes such as card type, image dimensions, and content description, enhancing the presentation of shared links on Twitter.
CMS – Cross-platform publishing	CMS shall be able to publish content across the core website CMS, social media, microsites, applications, and other County owned websites.	Yes. We'll implement cross-platform publishing in Sitefinity by integrating with APIs and services of various platforms, such as social media APIs for posting content automatically, ensuring proper formatting and metadata for each platform's requirements, and managing authentication and permissions for secure access to publish content across platforms.
Forms – Surveys (third party)	Integration with a third-party survey tool. Surveys shall be capable of conditional logic and custom submission confirmation messages.	Yes, we'll integrate with a third-party survey tool such as SurveyMonkey or Typeform. Surveys will be embedded seamlessly within the CMS, allowing for conditional logic and customized confirmation messages upon submission.

Attachment C – Third-Party Integrations

Attachment C - Third-Party Integrations

#	Integration Name	Source	Desired State	Vendor Comments
1	Seminole 311	https://iframe.publicstuff.com/#?client_id=1489	Embedded	Yes
2	Legistar	https://seminolecountyfl.legistar.com/Calendar.aspx	Link Off	Yes
3	NeoGov (jobs)	https://www.governmentjobs.com/careers/seminolecountyfl	Embedded	Yes
4	Leisure Registration	https://web1.myvscloud.com/wbwsc/flseminolectywt.wsc/splash.html?InterfaceParameter=WebTrac	Embedded	Yes
5	Community Assistance	https://booknow.appointment-plus.com/b1vhk326/	Link Off	Yes
6	CA (Neighborly)	https://portal.neighborlysoftware.com/SeminoleCountyFL/Participant	Link Off	Yes
7	Animal Services (Cat adoption)	https://petharbor.com/results.asp?searchtype=ADOPT&start=4&stylesheet=https://ominosity.github.io/smnl.css&grid=1&friends=1&samaritans=1&nosuccess=0&rows=10&imght=120&imgres=detail&tWidth=200&view=sysadm.v_smnl&nomax=1&nocustom=1&fontface=arial&fontsize=10&col_bg=ac5a5a&col_bg2=37c94e&miles=20&shelterlist=%27smnl%27&atype=&where=type_CAT&PAGE=1	Embedded	Yes
8	Animal Services (Dog adoption)	https://petharbor.com/results.asp?searchtype=ADOPT&start=4&stylesheet=https://ominosity.github.io/smnl.css&grid=1&friends=1&samaritans=1&nosuccess=0&rows=10&imght=120&imgres=detail&tWidth=200&view=sysad	Embedded	Yes

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		m.v_smnl&nomax=1&nocustom=1&fontface=arial&fontsize=10&col_bg=ac5a5a&col_bg2=37c94e&miles=20&shelterlist=%27smnl%27&atype=&where=type_DOG&PAGE=1		
9	Pet Donation Portal	https://internet2.seminolecountyfl.gov:6443/AnimalServicesWebDonation/	Embedded	Yes
10	Health Care Portal	https://hemp.azurewebsites.net/seminolecounty/Home/FacilityRegistration	Embedded	Yes
11	ePlan (Dev Services)	https://eplan.seminolecountyfl.gov/ProjectDox/index.aspx?	Link Off	Yes
12	Pay Permits Online	https://internet2.seminolecountyfl.gov:6443/BuildingPermitWebInquiry/	Embedded	Yes
13	Utility Fee Payments	https://internet2.seminolecountyfl.gov:6443/UtilityFeeWebPayment/	Embedded	Yes
14	eGov (dev services)	https://semc-egov.aspgov.com/Click2GovBP/index.html	Embedded	Yes
15	Fire Training	http://training.seminolecountyfl.gov/Login.aspx?ReturnUrl=%2fClassesOffered.aspx	Link Off	Yes
16	Smoke Alarm Form	https://forms.juvare.com/forms/28b40770-1c0b-451d-8c8a-ecc57a17cdfa	Link Off	Yes
17	Information Kiosk	https://seminolegis.maps.arcgis.com/apps/webappviewer/index.html?id=668252d321334112be7534024b972bc6	Embedded	Yes
18	Library Events	http://www.eventkeeper.com/mars/xpages/s/seminole/ekmonth.cfm?&CFID=177075384&CFTOKEN=a60a748a2633bc84-66982497-D4AE-528A-53507161CE352BCF&jsessionid=843081883e2b2114a60047504d11911715	Embedded	Yes

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		11		
19	Library Catalog	https://semc.ent.sirsi.net/client/en_US/default	Link Off	Yes
20	RM Vendor Link	https://procurement.opengov.com/portal/seminolefl	Link Off	Yes
21	Planning Project fee payment	https://internet2.seminolecountyfl.gov:6443/PlanningWebInquiry/	Link Off	Yes
22	Meltwater	https://skrift.meltwater.io/site/64371681ecf7d80019148dbd/home	Embedded	Yes
23	Retire Insurance	https://www.convergepay.com/hosted-payments/?ssl_txn_auth_token=FQ2gi8wyQBW9y2u5Jsy3rAAAAXkOnlFe#!/payment-method	Link Off	Yes
24	BCC Agenda (Legistar)	https://seminolecountyfl.legistar.com/Calendar.aspx	Link Off	Yes
25	SGTV	https://live.seminolecountyfl.gov/live-2/live/live.m3u8	Embedded	Yes
26	SGTV Program Guide	https://live.seminolecountyfl.gov/Cablecast/Plugins/WebSchedule/print.aspx?ChannelID=1&Length=14&Buttons=Generate	Embedded	Yes
27	GIS featured maps	https://seminolegis.maps.arcgis.com/home/webmap/embedGallery.html?displayapps=true&displayinline=false&group=aa895824af8e42caa9f6103e1531b7b6&templateurl=http%3A%2F%2Fwww.arcgis.com%2Fapps%2FPanels%2Findex.html	Embedded	Yes

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ORDER NUMBER: 48148

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE
MUST REFER TO THIS ORDER NUMBER

ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

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SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

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SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665 7656

**ORDER
INQUIRIES**

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		**TOTAL AMOUNT**	**00.00**

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218. 70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

EXHIBIT "C" - BEST AND FINAL OFFER
SEMINOLE COUNTY
RFP-604747-24/MHH - Website Redesign
Completed EXHIBIT "C" - PRICING BID FORM **MUST** be included with Submitted Bid.

Hourly Rates shall include all costs, including but not limited to: General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, indirect costs, i.e., insurance, etc., indirect labor costs. Hourly rates commence upon arrival to site and reimbursement for travel time from shop to job site(s) will not be authorized. Vendors shall submit for all items shaded in green below.

ITEM #	POSITION	ESTIMATED HOURS	HOURLY BILLING RATE	EXTENDED COST
**Phase 1: Discovery**				
1	Project Manager - Oversees project planning, coordination, and communication	40	$ 65.00	$ 2,600.00
2	Business Analyst - Conducts stakeholder interviews, gathers requirements, and defines project scope	64	$ 60.00	$ 3,840.00
3	UX/UI Designer - Creates wireframes and prototypes based on gathered requirements	56	$ 60.00	$ 3,360.00
4	Content Strategist - Assesses existing content, identifies gaps, and develops a content strategy	68	$ 65.00	$ 4,420.00
5	Technical Architect - Evaluates the current technical infrastructure and proposes solutions	40	$ 65.00	$ 2,600.00
**Phase 2: Website Design**				
1	Project Manager - Continues project oversight	40	$ 65.00	$ 2,600.00
2	UX/UI Designer - Refines design based on feedback from Discovery Phase	68	$ 60.00	$ 4,080.00
3	Graphic Designer - Develops graphics and visual elements for the website	68	$ 60.00	$ 4,080.00
4	Front-end Developer - Translates designs into functional front-end code	68	$ 60.00	$ 4,080.00
5	Quality Assurance Tester - Conducts testing to ensure design and functionality meet requirements	40	$ 60.00	$ 2,400.00
**Phase 3: Website Implementation**				
1	Project Manager - Continues project oversight	64	$ 65.00	$ 4,160.00
2	Front-end Developer - Implements the designed features on the website	212	$ 60.00	$ 12,720.00
3	Back-end Developer - Manages server-side development and integration	348	$ 65.00	$ 22,620.00
4	Database Administrator - Ensures efficient database management	86	$ 60.00	$ 5,160.00

ITEM #	DESCRIPTION	QUANTITY	UNIT COST	EXTENDED COST
**Year 1: Website Design and Hosting Service**				
1	Discovery Phase	1	$ 16,820.00	$ 16,820.00
2	Website Design	1	$ 17,240.00	$ 17,240.00
3	Website Implementation	1	$ 44,660.00	$ 44,660.00
4	Hosting Services Monthly Fee	12	$ 1,000.00	$ 12,000.00
5	Project Management Fee	1	$ -	$ -
**Year 1: Content Management System**				
1	Implementation of Content Management System	1	$ -	$ -
2	CMS Monthly Fee	12	$ 4,000.00	$ 48,000.00
3	Training Fee	1	$ 3,000.00	$ 3,000.00
4	SEO Services	1	$ 1,800.00	$ 1,800.00
5	Additional Services Fee(e.g. SEO Optimization, Data Migration, etc.)	1	$ 6,000.00	$ 6,000.00
**Year 2: Hosting and Content Management Services**				
1	Hosting Services Monthly Fee	12	$ 1,650.00	$ 19,800.00

2	CMS Monthly Fee	12	$	3,500.00	$	42,000.00
3	SEO Services	1	$	3,000.00	$	3,000.00
4	Support Fee (If applicable)	12	$	3,250.00	$	39,000.00
Year 3: Hosting and Content Management Services					
1	Hosting Services Monthly Fee	12	$	1,650.00	$	19,800.00
2	CMS Monthly Fee	12	$	3,500.00	$	42,000.00
3	SEO Services	1	$	3,000.00	$	3,000.00
			TOTAL COST	$	396,840.00

EXHIBIT D

INSURANCE REQUIREMENTS

WEBSITE REDESIGN, IMPLEMENTATION, AND ONGOING HOSTING AND SUPPORT

RFP-604747-24/MHH

The following insurance requirements and limits of liability are required:

A.   Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	$ 500,000	Each Accident
	$ 500,000	Disease Aggregate
	$ 500,000	Disease Each Employee

B.   Commercial General Liability Insurance:

$ 1,000,000	Per Occurrence
$ 2,000,000	General Aggregate
$ 2,000,000	Products and Completed Operations
$ 1,000,000	Personal and Advertising Injury

C.   Business Automobile Liability Insurance:

$ 1,000,000	Combined Single Limit (Any Auto or Owned, Hired, and Non-Owned Autos)

D.   Cyber Liability: $ 5,000,000   Per Occurrence or Claim

E.   Technology Errors and Omissions: $ 5,000,000   Each wrongful act

~~ End Exhibit D ~~

Agreement Name: _Website Redesign_

Agreement Number: _RFP-604747-24/MHH_

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/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 CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number _RFP-604747-24/MHH_ are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this _9th_ day of _September_, 2024.

SGS TECHNOLOGIE LLC
Arun Balasubramanian
Consultant Name

By: _Arun Balasubramanian_
Print/Type Name: _____
Title: _Business Development Manager_

STATE OF _Florida_

COUNTY OF _LEON_

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence OR ☐ online notarization, this _9_ day of _September_, 2024, by _Arun Balasubramanian_ (Full Name of Affiant).

TERESA K. JEFFERS
Notary Public
State of Florida
Comm# HH481388
Expires 1/16/2028

Teresa Jeffers
Print/Type Name _Delores_
Notary Public in and for the County
and State Aforementioned
My commission expires: _01/16/2028_

Confidential Information and Data Processing Addendum

This Confidential Information and Data Processing Addendum (this "**DPA**") is attached and made part of the Software Services Agreement (the **"Agreement"**) between Seminole County (the "County") and the Contractor (collectively, "Parties," individually, "Party"), which collects, transmits, uses, maintains, or processes Personal Information (as defined in Section 1.2, below) on behalf of the County pursuant to the Agreement (as identified in the Agreement, including the Scope of Services).

1. **General**

    1.1. Capitalized terms used but not defined in this DPA will have the meanings assigned to them in the Agreement and, if not defined in either this DPA nor the Agreement, shall have the ordinary meaning in the field of information technology services.

    1.2. Contractor may process and/or receive "personal information" or "personal data" from, or on behalf of, the County. "Personal Information" or "Personal Data" shall be defined as information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household (herein referred to as "Personal Information"). For avoidance of doubt, Personal Information shall include the definition as used in § 501.171, F.S., Protected Health Information as defined in 45 C.F.R. § 160.103, Nonpublic Personal Information as defined in 15 U.S.C. § 6809(4)(A), and credit card data as used in the Payment Card Industry Data Security Standard ("PCI DSS").

    1.3. In connection with providing services to the County, the County and Contractor may each share Confidential Information with the other Party. With respect to the County, "Confidential Information" means all data, information, and material provided by, or received from, the County that is statutorily exempt from applicable public records laws. For avoidance of doubt, all Personal Information will be deemed and treated as the County's Confidential Information. With respect to Contractor, "Confidential Information" means those documents and materials provided by Contractor that (i) qualify as Trade Secrets (as defined in Sections, 119.0715(2) and 688.022, F.S.), and (ii) are clearly labeled or marked as "TRADE SECRET" upon delivery to the County. Vendor understands and agrees that it must label all Trade Secrets in writing upon delivery to the County to invoke exemptions from applicable public records laws.

    1.4. The Contractor to this DPA agrees that Contractor will treat as confidential all information provided by, or collected on behalf of, the County, including, without limitation, unencrypted Personal Information and non-public information to the extent authorized by Florida Statutes.

    1.5. Notices required under this DPA shall be sent according to the Services Agreement with a copy (which shall not constitute notice) to both the usual point of contact or support at the County and via email to: **purch@seminolecountyfl.gov** with the subject line as: "Data Processing Addendum Notice."

    1.6. The Contractor shall carry out the services and process Personal Information received from, or collected on behalf of, the County as set out in the Agreement or as otherwise notified in writing by the County to the Contractor during the term of the Agreement.

2. **Observance of Laws, Regulations, and Standards**

    2.1. The Contractor, when applicable, will ensure that the data designated for collection, transfer, or processing as part of agreed upon services will be collected, transferred, and processed in a fully compliant manner to enable the County to meet relevant requirements of all laws, regulations, and contractual requirements applicable to the County, including, but not limited to, the current versions of:

        2.1.1. Personal Identifiable Information

            2.1.1.1. Florida Information Protection Act (F.S. 501.171);

            2.1.1.2. Any other similar laws currently in effect or that may come into effect during the term of the Agreement, including the laws of states other than Florida, to the extent Contractor collects or processes Personal Information of residents of other states in connection with the Agreement;

        2.1.2. Protected Health Information

            2.1.2.1. Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (Pub. L. 104–191, 110 Stat. 1936a);

            2.1.2.2. Health Information Technology for Economic and Clinical Health ("HITECH") Act of 2009;

        2.1.3. Nonpublic Personal Information (herein referred to as Financial Information)

            2.1.3.1. Gramm-Leach-Bliley Act ("GLBA") (15 U.S.C. §§ 6801(b) and 6805(b)(2));

        2.1.4. Credit Card Data

            2.1.4.1. Payment Card Industry Data Security Standard ("PCI DSS").

        Contractor agrees to maintain a PCI DSS compliant environment if responsible for credit card data provided by, or collected on behalf of, the County including the provisions of **Appendix A** in this DPA.

3. Permitted Uses and Disclosures

   3.1. Personal Information

      3.1.1. Contractor shall use, disclose, and retain all Personal Information:

         3.1.1.1. As specifically authorized in the Agreement and this DPA;

         3.1.1.2. Solely for the purpose of performing the services described in the Agreement; and

         3.1.1.3. In accordance with applicable laws, standards and regulations.

      3.1.2. Contractor shall not sell, rent, transfer, distribute, or otherwise disclose or make available any Personal Information to any third party without prior written permission from the County, unless and to the extent required by law. Notwithstanding the foregoing, Subject to Section 12 ("Subcontractors") of the Agreement, Contractor may be authorized by the County to use third parties, as well as employees and contractors of Contractor's affiliates and subsidiaries, in performance of its obligations described in the Agreement. To the extent written authorization is provided by County, Contractor may disclose Personal Information to such third parties, provided that such third parties are subject to written data processing addenda that are consistent with, and at least as protective of the Personal Information as, this DPA. Contractor understands that under no circumstance will it, or any third parties, process Personal Information outside of the United States.

      3.1.3. Contractor shall:

         3.1.3.1. Immediately notify the County of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking Personal Information provided by, or collected on behalf of, the County;

         3.1.3.2. Consult with the County regarding its response;

         3.1.3.3. Cooperate with the County's reasonable requests in connection with efforts by the County to intervene and quash or modify the legal order, demand or request; and

         3.1.3.4. Upon the County's request, provide the County with a copy of its response.

   3.2. Other Confidential Information

      3.2.1. Contractor shall treat all County Confidential Information as strictly confidential and (i) shall not use such information for any purpose other than providing services to and for the benefit of the County as required under the Agreement, (ii) shall not (absent written consent from the County) disclose any County Confidential Information to any person or entity other than an employee or contractor of the Contractor who is authorized by County in writing (provided that all such contractors are subject to written confidentiality obligations at least as protective of those set forth in this DPA) that has a need to know such Confidential Information to perform its obligations under the Agreement, (iii) take all appropriate and commercially reasonable steps to protect such Confidential Information, and (iv) immediately notify the County in writing in the event of any actual or reasonably suspected unauthorized disclosure or use of County Confidential Information.

      3.2.2. The obligations for protection, non-use and non-disclosure of County Confidential Information hereunder must last during the term of the Agreement and for so long thereafter as the applicable County Confidential Information is not subject to disclosure under statutory public records laws.

      3.2.3. Contractor understands and agrees that Confidential Information received from the County must be treated as Confidential Information subject to the protection of this Section 3.2, regardless of whether or not similar or equivalent information may be obtainable from other sources. The County understands and agrees that information and material properly independently developed or legally obtained from third party sources, in each case without use of or reference to County Confidential Information, shall not be considered County Confidential Information pursuant to this Section 3.2.

   3.3. All Personal Information shall be deemed and treated as Confidential Information and shall be protected, processed, stored and otherwise handled (i) as Confidential Information, (ii) as required by applicable laws, and (iii) subject to a separate Business Associate Agreement between the County and Contractor.

   3.4. If the County receives a subpoena, warrant, public records request pursuant to Chapter 119, F.S., or other legal order, demand or request seeking Confidential Information (including without limitation Personal Information) provided by, or on behalf of, the County and maintained by Contractor, the County will notify Contractor of such request. Upon such notice, Contractor shall promptly supply the County with copies of materials and data required for the County to respond. Contractor shall further cooperate with the County's reasonable requests in connection with its response. Should the County receive any subpoena, warrant, or other legal order, demand or request seeking Contractor Confidential Information, the County shall promptly notify Contractor of such request and shall cooperate with Contractor's reasonable requests in connection with its response provided, however, that at all times the County shall comply with all applicable laws and orders in its sole discretion.

   3.5. Under no circumstances will Contractor disclose or use any Personal Information, including Protected Health Information, Financial Information, and Credit Card Data, or other Confidential Information for any purposes whatsoever other than (i) to provide services to the County subject to the Agreement, or (ii) as otherwise required by law after providing all reasonable notice to the County, both during and after the term of the Agreement.

4. Data Security Obligations.

4.1. Contractor shall:

4.1.1. Implement a comprehensive information security program which includes generally accepted best practices for industry cybersecurity, as defined in F. S. § 282.3185, and technical and administrative safeguards to protect the confidentiality of Personal Information that are no less rigorous than commercial best practices for information security;

4.1.2. Keep all Personal Information contained in any format (e.g., paper, computer system, and removable media) in a secure facility where access of unauthorized personnel is restricted;

4.1.3. Ensure that all Personal Information received from, or collected on behalf of, the County remains in the continental United States at all times;

4.1.4. Install up-to-date firewall protection and operating system patches for files containing Personal Information on a system that is connected to any network;

4.1.5. Install up-to-date versions of system security agent software which includes malware protection and reasonably up-to-date patches and virus definitions, or a version of such software that can still be supported with up-to-date patches and virus definitions, and is set to receive the most current security updates on a regular basis, on systems vulnerable to malware and containing or channeling access to systems containing Personal Information;

4.1.6. Implement secure user authentication protocols including:

4.1.6.1. Control of user IDs and other identifiers;

4.1.6.2. A reasonably secure method of assigning and selecting passwords, or use of unique identifier technologies, such as token devices;

4.1.6.3. Control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;

4.1.6.4. Restricting access to active users and active user accounts only; and

4.1.6.5. Blocking access to user identification after multiple unsuccessful attempts to gain access or exceeding the limitation placed on access for the particular system;

4.1.7. Implement secure access control measures that:

4.1.7.1. Restrict access to records and files containing Personal Information to those who need such information to perform their job's duties; and

4.1.7.2. Assign unique identifications plus passwords, which are not Contractor supplied default passwords, to each person with computer access that are reasonably designed to maintain the integrity of the security of the access controls;

4.1.8. Use strong encryption in the following situations:

4.1.8.1. When Personal Information is transmitted over a public network;

4.1.8.2. When Personal Information is stored in non-removable media prior to, or after, processing; and

4.1.8.3. When Personal Information is stored on removable media and that media is in transit between physical locations;

4.1.9. Provide ongoing employee training with respect to its information security program, the proper use of the computer security system, and the importance of Personal Information security;

4.1.10. Ensure that any employee or contractor of the Contractor who has access to Personal Information resides, and accesses such Personal Information while, in the continental United States;

4.1.11. Designate responsibility for maintaining Contractor's comprehensive information security program;

4.1.12. Oversee its third-party service providers by taking reasonable steps to select and retain third-party service providers that are capable of maintaining security measures to protect Personal Information consistent with the Agreement, including the Scope of Services, this DPA, and applicable laws;

4.1.13. Review the scope of its comprehensive security program at least once a year for the term of the Agreement; and

4.1.14. Document responsive actions taken in connection with any incident involving a Security or Privacy Breach, and mandatory post-incident reviews of events and actions taken, if any, in order to make changes in business practices relating to the protection of Personal Information, and promptly provide such documentation to County.

4.1.15. Maintain plans for business continuity, disaster recovery, and backup capabilities and facilities designed to ensure the Contractor's continued performance of its obligations under the Agreement, including, without limitation, loss of production, loss of systems, loss of equipment, failure of carriers and the failure of the Contractor's or its supplier's equipment, computer systems or business systems ("Business Continuity Plan"). Such Business Continuity Plan shall include, but shall not be limited to, testing, accountability, and corrective actions designed to be promptly

implemented, if necessary. Contractor represents that, as of the date of this DPA, such Business Continuity Plan is active and functioning normally in all material respects. Contractor shall perform a comprehensive test of its Business Continuity Plan no less than once per calendar year. Contractor further represents that, all parties that are storing or processing unencrypted Personal Information, as part of the Business Continuity Plan or otherwise, must agree to and abide by this DPA. Contractor shall provide a copy of its Business Continuity Plan, and a summary of the results of its two most recent Business Continuity tests to the County upon request, at no charge.

5. Additional Rights and Obligations

5.1. Contractor grants the County the right to take appropriate and reasonable steps to monitor Contractor and ensure Contractor's use of Personal Information is consistent with all privacy rights and obligations, whether statutory, regulatory, based in common law, contractual, or otherwise. These steps may include, but are not limited to, ongoing manual reviews, automated scans, regular assessments, audits, or other policy review or technical and operational testing at least once every 12 months. As an alternative to a County-requested review, assessment, audit, or testing, Contractor, at its own expense, may arrange for a qualified and independent assessor, using an appropriate and accepted control standard or framework and assessment procedure, to conduct such review, scan, assessment, audit, or other policy review and testing of Contractor's policies and technical and organizational measures to satisfy its obligations under this DPA. Contractor shall provide a report of all such review, scan, assessment, audit, or test to the County upon request.

5.2. Contractor grants the County the right, upon request and notice, to take reasonable and appropriate steps to stop and remediate any and all unauthorized use of Personal Information.

5.3. To the extent Contractor obtains any audit report or similar assessment regarding its operations or any system or data relating to the Personal Information, Contractor shall make such report or assessment available to the County upon request and at no charge. To the extent such report or assessment determines that Contractor's processes, systems, networks or operations have a material deviation from the applicable standard or best practices, (i) Contractor shall promptly provide all reasonably requested information relating to the deviation that may be requested by the County, (ii) Contractor shall promptly provide a reasonably detailed remediation plan to the County and provide regular updates on the completion of such plan, and (iii) the County shall have the right to suspend or terminate Contractor's processing of Personal Information without charge or penalty until such deviation has been corrected to the satisfaction of the County, or to terminate the Agreement with no charge or penalty in the event such deviation is not timely corrected to the satisfaction of the County.

6. Security or Privacy Breach

6.1. For purposes of this DPA, the term, "Breach of Security" or "Breach" has the meaning given to it under the applicable Florida Statute (F.S. 501.171(1)(a)), applicable state or federal rule/regulation, or contractual obligation.

6.2. Upon becoming aware of a Breach of Security or Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of Personal Information, Contractor shall notify the County in the most expedient time possible and without unreasonable delay or as stipulated below for GLBA or PCI DSS, fully investigate the incident, and cooperate fully with the County's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personal Information was involved, regulatory agencies, or other entities, without prior written permission from the County.

6.2.1. GLBA (15 U.S.C. §§ 6801(b) and 6805(b)(2)) (Financial Information) – Contractor must report any unauthorized access to or use of Personal Information without unreasonable delay; and

6.2.2. PCI DSS (Credit Card Data) – Contractor shall report Breach of Security or Breach both orally and in writing to the County. In no event shall the report be made more than two (2) days after Contractor knows or reasonably suspects unauthorized access or use has or may have occurred.

6.3. The report provided under section 6.2 of this DPA shall identify:

6.3.1. The nature of the unauthorized access, use, or disclosure;

6.3.2. The Personal Information accessed, used, or disclosed;

6.3.3. The person(s) or entities who accessed, used, and disclosed and/or received Personal Information (if known);

6.3.4. What Contractor has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure;

6.3.5. What corrective action Contractor has taken or will take to prevent future unauthorized access, use or disclosure;

6.3.6. Contractor shall provide such other information, including a written report, as requested by the County.

6.4. In the event of any Breach of Security or Breach, the County shall have the right to suspend or terminate Contractor's processing of Personal Information without charge or penalty until such breach has been corrected to the satisfaction of the County, or to terminate the Agreement with no charge or penalty in the event Contractor does not timely correct the cause of the breach, fully cooperate with the County in any remediation effort, and take such other corrective actions as the County may reasonably require, all in a timely fashion, and all to the satisfaction of the County.

6.5. Under no circumstances will Contractor make any public statement regarding any Breach of Security or Breach that relates to any Personal Information without the prior written consent of the County.

7. Other Obligations of Contractor

7.1. Vendor shall defend, indemnify and hold the County, its subsidiaries and affiliates, and its current and former officers, directors, employees, contractors, agents and representatives harmless from and against any and all liabilities, losses, damages and costs, including reasonable attorneys' fees (collectively, "Losses"), resulting from any losses as a result of Contractor's storage or processing of data, including without limitation losses resulting from failure, whether by action or inaction, by the Vendor or any of its agents, employees, sub-processors, or representatives to perform the Vendor's duties or obligations under this DPA, as well as for any actual or suspected Security or Privacy Breach, or other actual or suspected unauthorized use or disclosure of County Confidential Information and Personal Information.

7.2. Upon termination or expiration of the Agreement, Contractor will promptly return in a manner compatible with the information technology systems of the County, as provided for by County in writing, the Confidential Information (including without limitation all Personal Information) in its possession that was provided by, or on behalf of, the County, unless otherwise required by applicable law.

8. Obligations of the County

8.1. The County is solely responsible for:

8.1.1. Ensuring that any consents required by law and/or the County policies and procedures for the collection, access, use, maintenance, and/or disclosure of the Personal Information have been obtained from each individual and entity (including, without limitation, consumers, business Clients, and/or the County's employees and contractors) to whom the Personal Information relates, when it is the County that directly collects, accesses, uses, maintains, and/or discloses that Personal Information;

8.1.2. Rendering any Personal Information on its systems unusable, unreadable, or indecipherable to unauthorized individuals in accordance with industry standards. The County acknowledges that it is the County's responsibility to encrypt all data on the County's systems and media components prior to providing such Personal Information to Contractor for any reason;

8.1.3. Establishing the applicable information security safeguards and associated policies for protecting Personal Information in its facilities; and

8.1.4. Promptly informing the Contractor of any policies that it implements with respect to the processing and protection of Personal Information with express instructions as to how these policies should be implemented by the Contractor.

9. Miscellaneous

9.1. Any ambiguity in the terms of this DPA will be resolved to permit Contractor or the County to comply with applicable laws.

9.2. To the extent there are any inconsistencies between the terms of this DPA and the terms of the Agreement, this DPA will prevail.

APPENDIX A

Payment Card Industry Safeguard Standards

1. If Contractor is storing, processing, or transmitting cardholder data, or is accepting sensitive authentication data, as defined by the PCI DSS, Contractor agrees to maintain compliance with the current effective version of the PCI DSS throughout the term of the Agreement with the County. Upon request by the County, Contractor will provide County a current PCI DSS Attestation of Compliance.

2. If Contractor is utilizing a Payment Card Industry Security Standards Council ("PCI SSC") approved Point-to-Point Encryption ("P2PE") solution to accept or process credit card payments, Contractor is responsible for the solution's proper implementation and operation in compliance with all applicable PCI DSS, P2PE, and PCI SSC requirements. Contractor responsibilities include ensuring that the P2PE solution maintains its PCI SSC approval status throughout the term of its Agreement with the County. Upon request by the County, Contractor will provide County a current P2PE Instruction Manual, and P2PE Report on Validation (ROV) for the Solution, Application and Components being utilized.

3. If Contractor is utilizing a County-approved third-party vendor P2PE or End-to-End Encryption ("E2EE") solution to accept or process credit card payments, Contractor is responsible for the solution's proper implementation and operation in compliance with all applicable PCI DSS, PCI SSC and third-party vendor solution requirements throughout the term of the Agreement with the County. Contractor also is responsible for providing a responsibility matrix identifying the PCI DSS controls that the County is responsible for meeting, if any, and the controls that will be met by Contractor as required by the current version of the PCI DSS. Upon request by the County, Contractor will provide County the results of any PCI DSS assessments used to support or develop the responsibility matrix relevant to the third-party P2PE or E2EE solution.

4. If Contractor is utilizing a payment application that is Payment Application Data Security Standard ("PA-DSS") validated, Contractor is responsible for maintaining its PA-DSS compliance status throughout the term of the Agreement with the County. Upon request by the County, Contractor will provide County a current PA-DSS Report on Validation certifying the PA-DSS compliance status of the payment application.

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

SGS TECHNOLOGIE, LLC is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature: Date: