

**TERM CONTRACT FOR INFORMATION TECHNOLOGIES STAFFING SERVICES
(RFP-604701-24/MHH)**

THIS AGREEMENT is dated as of the ____ day of _____ 202__, by and between **3DI, INC.**, duly authorized to conduct business in the State of Florida, whose address is 3 Pointe Drive, Suite 307, Brea, California 92821, 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 information technologies staffing 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 services to COUNTY, and desires to provide 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. Services. COUNTY hereby retains CONTRACTOR to provide services as further described in the Scope of Services attached as **Exhibit “A”** and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, any addenda to this package, and CONTRACTOR’s submission in response to this solicitation, including **Exhibit “B,”** Confidential Information and Data Processing Addendum, attached to and incorporated in this Agreement. Required services will be specifically enumerated,

described, and depicted in the Purchase Orders authorizing purchase of specific services. This Agreement standing alone does not authorize the purchase of 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 Services. Authorization for provision of 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 “C”**. Each Purchase Order will describe the services required, state the dates for delivery of 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 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 services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in **Exhibit “D”**. 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 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 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 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 services provided, the cost of the 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. 1st Street, Room 2180
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 services required under this Agreement and upon acceptance of the 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 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.

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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) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section 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) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and 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 COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at

CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

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

(C) The minimum amount of coverage under Part Two of the Statutory

Workers' Compensation policy is required to be the following:

\$1,000,000.00 (Each Accident)
\$1,000,000.00 (Disease Aggregate)
\$1,000,000.00 (Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that 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. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these Statutory minimum insurance limits:

\$1,000,000.00 (Per Occurrence)
\$2,000,000.00 (General Aggregate)
\$2,000,000.00 (Products and Completed Operations)
\$1,000,000.00 (Personal and Advertising Injury)

(3) Business Automobile Liability Insurance. CONTRACTOR shall carry Business Automobile Liability Insurance with Statutory limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(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 used by CONTRACTOR. In the event CONTRACTOR does not own automobiles,

CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, 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) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

| | |
|-----------------------|----------------|
| Combined Single Limit | \$1,000,000.00 |
|-----------------------|----------------|

(d) 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 COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

(5) Cyber Liability/Technology E&O Insurance. CONTRACTOR shall carry Cyber Liability/Technology E&O Insurance with Statutory limits of not less than Two Million and No/100 Dollars (\$2,000,000.00) per occurrence or claim.

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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. 1st Street, Room 2180
Sanford, FL 32771

With a copy to:

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

For CONTRACTOR:

3Di, Inc.
3 Pointe Drive, Suite 307
Brea, CA 92821

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. Foreign Country of Concern Attestation. When providing services to COUNTY involving access to personally identifiable information, as defined in section 501.171, Florida Statutes (2023), CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as **Exhibit “F”**. 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 (2023).

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

ATTEST

3Di, Inc.

Witness

By: _____
RAJIV DESAI, CFO & COO

Print Name

Date: _____

Witness

Print Name

SEMINOLE COUNTY, FLORIDA

Witness

By: _____
TAMMY ROBERTS,
Procurement Administrator

Print Name

Date: _____

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

GLK/kly
6/4/24
T:\Users\Legal Secretary CSB\Purchasing 2024\RFP-604701 (3Di, Inc.).docx

Attachments:

Exhibit "A" - Scope of Services

- A1: Scope of Services Request Example
- A2: Job Description
- A3: Seminole County Information Security Data Access Policy

Exhibit “B” - Confidential Information and Data Processing Addendum

Exhibit “C” - Sample Purchase Order

Exhibit “D” - Pricing Proposal

Exhibit “E” - Affidavit of E-Verify Requirements Compliance

Exhibit “F” - Foreign Country of Concern Attestation

Scope of Services

Vendor Responsibilities

- The Vendor shall provide all labor and other resources necessary, including Workman's Compensation Insurance Coverage to provide the Information Technologies Staffing Services in strict accordance with the statement of work defined in this solicitation. The Vendor shall be responsible for any benefits provided to its employees. This shall include any provisions for travel expenses, training programs, cellular phones (if required), and transportation as there are no County vehicles for use by these temporary employees.
- Normal working hours for Seminole County Government are 8:00 A.M. to 5:00 P.M., Monday through Friday. However, working hours and days may vary depending upon departmental requirements. Shift work may at times be required; however, shift differentials shall not be paid.
- The Vendor shall insure that all temporary employees filling the requirements of this contract report to their workplace dressed in the appropriate attire for the position being filled. All of the services required herein under shall be performed by the Vendor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized, or permitted under state and local law to perform such services.
- Any changes or substitutions in the Vendor's key personnel, as presented in the submittal, must be made known to the County's Representative and written approval must be granted by the County before said change or substitution can become effective. Changes to key personnel assigned to the project that affect the schedule or cost of the project will be solely the responsibility of the Vendor.
- Hours worked shall be paid upon proper authorization from the departmental supervisor who signs the temporary employee's timecard. All overtime hours must be pre-approved by the County and authorized by the Vendor.
- The Vendor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The County may require, in writing, that the Vendor remove from this contract any employee the County deems incompetent, careless, or otherwise objectionable.

-
- No temporary employee shall operate a County owned motor vehicle on any public roadway.
 - All deliverable analysis, reference data, survey data, plans, reports, and any form of written instrument or document that may result from the Vendor's services or have been created during the course of Vendor's performance under this Agreement will become the property of the County after final payment is made to the Vendor.
 - Proposers must agree and adhere to the County's Information Security/Data Access Policy, attached as part of this RFP as Attachment "D".

Requirements

- A. **BACKGROUND CHECKS** – The Vendor shall assume the cost for one (1) of Two (2) levels of background checks to be performed by the Vendor on any temporary person assigned to work for Seminole County at any time. The Information Technology Manager making the request shall indicate which background check is appropriate for the position being filled and shall include the description and cost of the background check as a line item on the delivery order.
1. **Level One**: The Level One background check shall include the following information:
 - a. Identification Verification
 - b. Selective Service Status (registered/unregistered)
 - c. Florida Department of Law Enforcement (FDLE) Automated Criminal Record Check
 - d. State Attorney's Office
 - e. Employment Verification and references
 - f. Department of Motor Vehicles (DMV) by State of Residence (past 5 years)
 - g. Military Service Verification
 - h. Professional License and Certification Check
 2. **Level Two**: The Level Two background check shall include all of the Level One checks with the addition of the National Fingerprint Based Check.
 - a. All background checks shall be accomplished and submitted to the authorized County Representative within five (5) working days from request of candidates.
 - b. Background checks shall be re-performed on any temporary employee who has not worked on a County assignment for more than thirty (30) days. It is the

responsibility of the Vendor to track the assignments at the County for each of their employees to ensure compliance with this requirement.

- c. NOTE: The County shall have the right of approval and refusal of any temporary employee. In the instance of an unsatisfactory or unqualified person being assigned, that person may be dismissed for any reason from his/her duties immediately and if deemed necessary escorted from County property. The County will notify the Vendor immediately. If dismissed before commencing work, billing for that temporary employee shall not be accepted.
- B. **DRUG SCREEN** - The following drug screen shall be performed by the Vendor on any temporary person assigned to work for Seminole County at any time:
1. Five-panel drug screen to include amphetamines, cocaine metabolites, marijuana metabolites, opiate metabolites, and phencyclidine.
 2. All drug screens shall be accomplished and submitted to the authorized County Representative within forty-eight (48) hours from request of candidates.
 3. The cost of the drug screen shall be listed as a line item on the delivery order. Drug screens shall be re-performed on any temporary employee who has not worked on a County assignment for more than thirty (30) days. It is the responsibility of the Vendor to track the assignments at the County for each of their employees to ensure compliance with this requirement.
- C. **JOB DESCRIPTIONS** – The list of abbreviated job descriptions are attached as part of this RFP as Attachment "C". Proposers shall circle if they are able to provide each Job Classification and submit it along with their proposal.
- D. **NOTIFICATION** - The County shall send a request regarding the position/classification for which Temporary Staffing Personnel are required, via either fax or e-mail, to the Vendor Representative.
- E. No fee shall be paid to the Vendor should a temporary employee be hired by the County on a part-time or full-time basis after ninety (90) days of continuous temporary employment.
- F. **RESPONSE** - The Vendor shall respond no later than five (5) business days and as soon as possible via either fax or e-mail, to the County Representative, detailing the following information regarding the applicants the Vendor has available to fill the position:
1. Cover Sheet including, as a minimum, the following information:

-
2. Applicant's name
 3. Hourly Rate and Billing Rate
 4. Start Date Availability
 5. Duration of Availability
 6. Previous work history with County or any other governmental organization
 7. Verification of skill levels
 8. Applicant's resume
 9. Applicant's skills assessment results
 10. Background check reports (if candidate is selected)
 11. Drug screen results (if candidate is selected)

{EXAMPLE}

IT Staffing

Scope of Services Request

Prepared By

Information Technology

Development

Operations

Seminole County

Government

March 1st, 2024

V1.1

Introduction

The purpose of this example document is to provide an outline for the key aspects of the Information Technology "IT staffing" Project. The Information Technology "IT staffing" Project is intended to generate an IT professional staffing contract with one or more qualified vendors. This contract will allow Seminole County Information Technology to augment staffing levels to facilitate the completion of current and future Information Technology projects.

Topics covered in this document include:

- Project Overview
- Challenges and Risks
- Project Scope
- Roles and Responsibilities
- Communication Plan
- Operational Support
- Timeline

Project Overview

The objective of the project is to implement a staffing contract with one or more local staffing agencies that specialize in providing Information Technology staffing. Seminole County Information Technology anticipates projects which will require supplemental technology skillsets to be able to complete the projects in a timely manner.

Seminole County has legacy applications that are running on older, difficult to support technologies (e.g., AS/400). These applications must be modified or updated to work on newer technology. One example is Seminole County's MSBU system that is utilized for administering the non-ad valorem assessments levied for various public services within the unincorporated boundaries of Seminole County that yield special benefit to certain properties. Assessment funded services include residential household solid waste collection and disposal services, residential street lighting, lake restoration & aquatic weed control, and a variety of construction projects such as road paving, wall reconstruction and water/sewer line construction.

Challenges and Risks

Specific anticipated challenges and risks associated with any project will be described in this section.

Project Scope

The following scope outline defines the projects that would be completed under this contract and the key objectives associated with each phase. The information represented below is subject to change.

Project #1 – Convert Legacy AS/400 MSBU application to a .Net / SQL solution

Timeline: TBD; Start date will depend on staffing contract resources available and a detailed review of MSBU application requirements

- **Objective: Convert MSBU to be a .Net application**
 - Example Sub-objective #1
- **Challenge #1-** Finding IT professionals that possess the appropriate skillset to develop an enterprise class application, preferably with some knowledge of the legacy technical environment.
- **Challenge #2-** Conveying full understanding of MSBU business workflows and integrations.
- **Risk #1-** Resource availability for Information Technology, County Business unit and Contract resources

Roles and Responsibilities

Project Resources – this section is reserved to list the Departments/Division/Business Unit resources, both internal and external, that will be involved in the project.

Resources to be determined after a contract has been assigned.

Communication Plan

Project Initiation – A project initiation meeting will be scheduled with the contractor and assigned Information Technology project manager and Development staff. Each project will be expected to have:

Executive Kick-off Meeting –

- Project Kick-off
- Introduction of Project
- Review Project Scope
- Discuss roles, responsibilities, and expectations.
- Discuss future steps.

Project Status Meeting – A project status meeting will be scheduled with appropriate management and contract staff in order to ensure project specific tasks and milestones remain on schedule. This meeting will occur weekly through the completion of this project and will be focused on discussing the following topics.

- Status update
- Discuss milestones and tasks.
- Discuss potential impacts to project deliverables.
- Open discussion
- Future steps

Operational Support

The following model defines an example for the specific functions associated with each tier of the operational support structure. Operational support of the environment will commence at the end of each project.

3rd Level Support (*Development*) – 0.25 FTE will be required to support the application from the Seminole County Development team. These FTEs will be charged with overseeing the following areas:

- Application support
- Maintenance documentation

2nd Level Support (*Enterprise Systems*) – 0.25 FTEs will be allocated to the support of the application. These FTEs will be charged with the following duties:

- Application System hardware/Software support and system backups.

Project Timeline

Project Timeline – Project timelines will be determined in collaboration with the contract vendor once requirements have been reviewed and resources have been assigned.

{END EXAMPLE}

Job Descriptions:

Seminole County Information Technology supports the technology infrastructure for Seminole County government. This includes hardware, software, Internet, LAN/WAN networking and telephony for 50+ locations throughout the County. It's comprised of a, 311 help desk, 150+ custom and vendor supported applications, hundreds of servers, printers, telephony services, cell phones, networking equipment, two Storage area networks, and 2000+ computer/laptop/tablet devices.

| Job Classification | Job Description | Ability to Provide – Circle One |
|---------------------------|---|--|
| Applications Developer | Responsible for the analysis, design, and coding for business applications. Takes business requirements and constructs data and process models as well as technical specifications. Also perform impact analysis, design and coding activities for application upgrades and enhancements as well as providing support for the current production environments. Must adhere to code documentation procedures and may be required to provide technical training for internal staff. | <u>YES</u> <u>NO</u> |
| Applications Specialist | Typically, responsible for a functional area of the system. Works collaboratively with users to deliver enhancements, employ best practices, and minimize customized processes were feasible. Primarily responsible for the support of the business operations, monitoring processes, uploading data, troubleshooting production issues, etc. Assists in the development of system enhancements and improved business processes. Develops functional specifications. Ensures the accuracy of application systems. Can provide documentation and training as needed. | <u>YES</u> <u>NO</u> |
| Business Intelligence | Evaluates and designs existing or proposed systems to structure and access databases. Analyzes business requirements of the user department, applications programming, and /or operation. Provides solutions at both the database level and reporting level including the modeling of physical and logical structures. | <u>YES</u> <u>NO</u> |

| | | |
|---|---|------------------------------------|
| <p>Business Planning & Analysis</p> | <p>Responsible primarily for supporting and maintaining a sustained engagement and service management relationship with the principal customers and stakeholders of IT and application services to promote strategic and tactical planning, needs and business case assessments of proposed IT initiatives, partnerships and County relations, proactive communications, measurable progress and improvements, and overall service excellence. Specific roles in support of these overall job family responsibilities provide attention to business, and service delivery expectations management.</p> <p>primarily from two related position types; (1) business /systems analysis, research, and coordination, and (2) service performance analysis and management.</p> <p>Responsible primarily for supporting and maintaining a sustained engagement and service management relationship with the principal customers and stakeholders of IT and application services to promote strategic and tactical planning, needs and business case assessments of proposed IT initiatives, partnerships and County relations, proactive communications, measurable progress and improvements, and overall service excellence. Specific roles in support of these overall job family responsibilities provide focused attention to business and service delivery expectations management primarily from two related position types: (1) business/systems analysis, research, and coordination, and (2) service performance analysis and management.</p> | <p><u>YES</u></p> <p><u>NO</u></p> |
| <p>Database Administrator</p> | <p>Plan, coordinates, and administers databases (e.g., Oracle, Microsoft) including definition, structures, documentation, upgrades, long –range requirements, operational guidelines, and protection. Ensure accuracy and completeness of data in master files and various support tools. Develops and administers security integrity controls, creates policies, procedures and standards related to database management. Duties may include troubleshooting, recovery, refining the database, installing software, resolving errors and failures, auditing activities, and resource utilization.</p> | <p><u>YES</u></p> <p><u>NO</u></p> |
| <p>Computer Operator</p> | <p>Responsible for the monitoring of the production batch schedule and to perform daily checklists to ensure the health of systems and applications. Perform proactive monitoring of operating systems, databases, servers. Web sites and network devices. Provide tier 1 troubleshooting for system, network, and application related issues as well as escalating production problems as needed. Provide off-hours Help Desk support, logging calls, troubleshooting, and escalating as necessary</p> | <p><u>YES</u></p> <p><u>NO</u></p> |

| | | |
|--|---|-----------------------------|
| Information Technology Security | Responsible for the design, documentation, implementation, maintenance, and integration of the corporate WAN, LAN, and server architecture in support of the Counties information security policies and programs. Other responsibilities include implementation and administration of network security hardware and software; documenting, communication and enforcing the network security standards and procedures, and ensuring compliance with external security/compliance audits and recommendations. | <u>YES</u> <u>NO</u> |
| Network/System Administrator (Network/LAN) | Responsible for designing, planning, implementing, and maintaining local, wide area and wireless networks in a multiplatform, protocol, and operating system environment. Administers network functions and evaluates and monitors operations and network performance. May review products and recommend acquisition or modification of hardware, software, or contract services. | <u>YES</u> <u>NO</u> |
| Project Management | Individuals in this job family demonstrate effective responsibility primarily with organizing, coordinating, and managing technology and application integration projects, programs, portfolios, knowledge and context of technology, infrastructure, ERP applications, processes, and related tools necessary to organize and drive implementations. Some projects to be managed have a singular focus, where others are comprised of multiple interrelated projects with technical and business components that need to be managed together. This includes managing risks, scope, budget, impacts, conflicting priorities, and resources across one or more business units or teams. Individuals also carry out administrative responsibilities of varying degrees to implement and sustain project management processes, portfolio operations, and communications. | <u>YES</u> <u>NO</u> |
| Program Management | Individuals in this job family demonstrate superior leadership skills and have 5 or more years of experience managing multiple staff in their area of expertise. Individual skill set requirements will vary by area of expertise, but all candidates are excellent communicators, display ownership of assigned tasks and can demonstrate their effectiveness through results. | <u>YES</u> <u>NO</u> |
| Software Administration | Plans, designs, constructs, and supports technical components of identity and access management systems. Works closely with architecture and infrastructure teams to implement and support the systems. Possesses detailed skills in middleware systems, JEE, Web, and LDAP technologies and has working knowledge of DBMS system. | <u>YES</u> <u>NO</u> |

| | | |
|---|---|-----------------------------|
| Systems Architect | Aids in the design of applications and systems, responsibilities include security administration and supporting the development of processes and policies surrounding systems administration. Assists in performance tuning of systems, and the establishment of system recovery procedures. Design application implementations considering full technical stack, e.g., backup, storage (SAN, NAS), database servers, web/app servers, networking (load balancing, routing/switching, firewall), security | <u>YES</u> <u>NO</u> |
| Systems Administration | Designs, develops, procures, install, and maintains the Counties internal data processing and software operating system. Involved in the development, programming, implementation, and maintaining of a major subsystem of the operating system and utilities. | <u>YES</u> <u>NO</u> |
| Service Desk Technician | Provides remote level one and two IT Service Desk support through phone calls, emails, and customer requests. Troubleshoots and resolves issues and completes customer requests for help with IT endpoints. Effectively communicates with customers and enters requests for IT service, routing to the correct teams. | <u>YES</u> <u>NO</u> |
| Endpoint Support Field Technician | Provides onsite level one and two support to fulfill IT service requests and resolve issues on all endpoint and related equipment. Effectively manages service requests and drives to customer location to fulfill needs. Images and replaces endpoints, installs endpoint applications, and maintains all aspects of IT endpoints. | <u>YES</u> <u>NO</u> |
| Telephone Technician | Provides remote and onsite support, system, and endpoint configuration, and fulfills customers' requests related to Cisco VOIP telephone systems. Effectively manages service requests and maintains all aspects of Cisco VOIP telephone systems. | <u>YES</u> <u>NO</u> |
| Network/System Administrator (Server/Storage) | Provides support and ongoing maintenance of data center, server, storage, office 365, and active directory services. Provides remote support for service requests and issues related to technology maintained. | <u>YES</u> <u>NO</u> |

 **SEMINOLE COUNTY ADMINISTRATIVE CODE****SECTION 26. INFORMATION SERVICES DEPARTMENT 26.5****INFORMATION SECURITY/DATA ACCESS POLICY A.****PURPOSE.**

(1) The purpose of the Information Security/Data Access Policy is to provide direction for effectively and efficiently managing the risks to Seminole County Government's information assets against accidental or malicious disclosure, modification or destruction whether internal or external, deliberate, or accidental.

(2) Security is critical to the organization's survival. This policy also defines the access controls that must be put into place to protect information by controlling who has the right to access the information assets, whether it is actual data, the hardware on which the data resides, or the application software used to manipulate data on systems installed throughout the County.

B. SCOPE. This policy applies to all members of the Board of County Commissioners, its departments, employees, volunteers, interns, contractual third parties, appointed committee members and Seminole County Constitutional Officers and their employees with any form of access to the information and information systems which impact the daily operations of Seminole County Government.

C. TRAINING.

(1) Effective security is a team effort involving the participation and support of every employee and affiliate who deals with information, information systems or both.

(2) It is the responsibility of every computer user to know what constitutes acceptable use of Seminole County Government systems, to know the guidelines, and to conduct their activities accordingly.

(3) All employees and third-party vendors shall receive training and supporting reference materials to allow them to properly protect Seminole County Government information assets before they are granted access.

(4) Security awareness training will be provided at regular intervals to ensure that all necessary employees maintain the desired level of proficiency.

D. ROLES. The roles of specific County staff in implementing this policy are set forth below:

(1) Data Custodian: A member or members who have ultimate responsibility for ensuring the protection and use of the organization's data. Responsibilities include:

(a) Identifying what data belongs to the Board and identifying the system of record.

(b) Identifying and documenting what roles are allowed access to the data and the level of access required.

(c) Determining and documenting the process for authorizing individuals to access the data.

(d) Implementing processes that maintain the integrity and accuracy of


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the data.

(e) Ensuring that the data is protected and the applicable laws are followed concerning handling of the data.

(2) Security Administrator: This role is responsible for the security of the data and systems that store the data. The responsibilities of this role include:

(a) Providing access to the users that are approved by the data custodian.

(b) Protecting data from unauthorized users.

(c) Ensuring that appropriate disaster recovery procedures are in place.

(3) Data User: The role is designated by the data custodian and has permission to access and use the data. Responsibilities include:

(a) Being accountable for all data made with his or her account.

(b) Ensuring that all use and distribution of data is only for approved purposes.

(c) Not disclosing data to unauthorized people. (d) Keeping his or her password secret.

(4) Information Security Officer: This role is designated by the Chief Information Officer and responsibilities include:

(a) Assuming overall responsibility for the security of the County's information systems and data integrity.

(b) Establishing the policies and procedures necessary to ensure the security and integrity of the County's data and information systems.

(c) Working with Data Custodians to ensure the reliability and enforcement of any related policies and procedures.

(d) Organizing incident response to security breaches in order to minimize data loss or integrity concerns.

(5) Information Services Department: This role is responsible for supporting the electronic data systems infrastructure. Responsibilities include:

(a) Documenting and supporting the structure of the organization's data.

(b) Supporting the use of standard data definitions throughout the organization.

(c) Facilitating the appropriate sharing of data and integration of data

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between the organization's systems.

(6) Chief Information Officer: This role is responsible for providing oversight to the Information Services Department and providing guidance to the county on information systems issues. Responsibilities include:

(a) Appointing and revoking Data Custodian roles to all electronic information systems.

(b) Assuming the role of Information Security Officer in absence of other designees.

E. DIRECTIVES.

(1) All data, including software, produced by County employees, volunteers, interns, Commissioners and their aides, and third-party vendors while employed by the Board, is solely owned by the Seminole County Board of County Commissioners.

(2) All computer hardware, computing devices, including tablets and smart phones, operating systems, and third-party software applications purchased using funding provided by the Board are solely owned by the Seminole County Board of County Commissioners.

(3) Access to any information system that has security risks requires authentication by userid or password, biometric system, multi-factor authentication or other mechanism which minimizes unauthorized access to or alteration of the County's data. The Information Security Officer shall approve the appropriate authentication method.

(4) The Information Security Officer shall document and maintain appropriate standards for the creation, size, style and expiration period of passwords. All data users shall follow the standards.

(5) The Board delegates the responsibility for ensuring that the appropriate level of user access management is implemented and maintained in a secure manner to the Chief Information Officer or his or her designees. The Chief Information Officer shall assign an appropriate Data Custodian for each of the computer systems owned by the Board of County Commissioners.

(6) Formal user access control procedures must be documented, implemented and kept up to date by the Data Custodian for each application and information system to ensure authorized user access only. These procedures must cover all stages of the lifecycle of user access, from the initial registration of new users to the final de-registration of users who no longer require access. Security Administrators shall allocate access rights and permissions for each user to computer systems and data that are commensurate with the task they are expected to perform.

Users will not be granted access to information that is unnecessary for the performance of their tasks. The system's Data Custodian is responsible for determining the appropriate authorization levels for each data user.

(7) Where Board owned data systems cross the boundaries of the Board and other Constitutional Officers, the Chief Information Officer shall create a committee composed of members of both organizations to ensure that the data integrity and operational needs of both



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organizations are met. The Board of County Commissioners shall resolve any disputes. Under any circumstance, the Board delegates to the County Manager the ability to request access rights to any Board owned system for any data user. Any request made by the County Manager must be fulfilled as soon as possible.

(8) Employees outside the Information Services Department do not have administrative rights to any of the Board's information systems unless that access is granted in writing by the County Manager, Chief Information Officer, or designee(s).

(9) No information created by an employee of the Board of County Commissioners that is produced using County equipment will be considered private to the employee.

(10) Employees shall not install software on their computers or any computing device without the approval of the Information Security Officer or his or her designee.

(11) All employees of the Board of County Commissioners must retain data as required by Chapter 119, Florida Statutes (2016), as this statute may be amended from time to time ("Public Records"), and all other applicable law. Under no circumstance may an employee release data to the general public that is exempt from Chapter 119, Florida Statutes (2016), as this statute may be amended from time to time, and all other applicable law.

F. NON-COMPLIANCE. Non-compliance with this Policy by Seminole County employees and system users is a serious matter and will be dealt with accordingly on a case-by-case basis. Depending on the severity of violations and applicable legal statutes, consequences could result in removal of access rights and special system privileges, removal of system access, or, for County employees, disciplinary action to include potential termination of employment. In severe cases of fraud or breach of privacy laws, legal action may be taken.

G. RESPONSIBILITY. The Board of County Commissioners bears the ultimate authority and responsibility for Seminole County Government's information security. As such, the Board has established this Policy and directs Seminole County Government personnel to implement the Information Security/Data Access Policy as follows:

(1) The County Manager shall approve and enforce all information security guidelines that have county-wide scope.

(2) The County Manager shall appoint the Chief Information Officer or his or her designee as the Information Security Officer (ISO) to provide the direction and technical expertise to ensure that Seminole County Government's information is properly protected.

(3) All Seminole County Government Directors, Managers, Program Managers, Supervisors and other Seminole County Constitutional Officers (where their staff access the County's data systems) are directly responsible for implementing the Information Security/Data Access Policy and any subsequent policies, procedures and guidelines developed by the Information Security Officer and approved by the County Manager within their areas of responsibility, and for adherence by their staff.

 **SEMINOLE COUNTY ADMINISTRATIVE CODE**

H. AUTHORITY. Public Records Act, Chapter 119, Florida Statutes Resolution 2003-R-36 adopted February 11, 2003

Resolution 2007-R-42 adopted March 13, 2007

Resolution 2008-R-55 adopted February 12, 2008

Resolution 2010-R-26 adopted January 26, 2010 Resolution 2012-R-107
adopted June 12, 2012

Resolution 2016-R-187 adopted November 15, 2016

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

31. Personal Information

31.1. 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.

31.2. 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.

31.3. 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.

32. Other Confidential Information

32.1. 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.

32.2. 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.

32.3. 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.

33. 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.

34. 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.

35. 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

51. 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.
52. 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.
53. 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

61. 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.
62. 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.
 621. 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
 622. 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.
63. The report provided under section 6.2 of this DPA shall identify:
 631. The nature of the unauthorized access, use, or disclosure;
 632. The Personal Information accessed, used, or disclosed;
 633. The person(s) or entities who accessed, used, and disclosed and/or received Personal Information (if known);
 634. What Contractor has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure;
 635. What corrective action Contractor has taken or will take to prevent future unauthorized access, use or disclosure;
 636. Contractor shall provide such other information, including a written report, as requested by the County.
64. 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.
65. 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.

EXHIBIT C - SAMPLE

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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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

Price Proposal

| Line Item | Position | Quantity | Unit of Measure | Hourly Pay Rate | Hourly Billing Rate | Discount (%) | Total |
|-----------|---|----------|-----------------|-----------------|---------------------|--------------|-------------------|
| 1 | Applications Developer | 1 | Hourly | \$65.00 | \$102.38 | 57.50 | \$102.38 |
| 2 | Applications Specialist | 1 | Hourly | \$75.00 | \$118.13 | 57.50 | \$118.13 |
| 3 | Business Intelligence | 1 | Hourly | \$75.00 | \$118.13 | 57.50 | \$118.13 |
| 4 | Business Planner & Analyst | 1 | Hourly | \$70.00 | \$110.25 | 57.50 | \$110.25 |
| 5 | Database Administrator | 1 | Hourly | \$70.00 | \$110.25 | 57.50 | \$110.25 |
| 6 | Computer Operator | 1 | Hourly | \$30.00 | \$47.25 | 57.50 | \$47.25 |
| 7 | Information Technology Security | 1 | Hourly | \$60.00 | \$94.50 | 57.50 | \$94.50 |
| 8 | Network/System Administrator (Network/LAN) | 1 | Hourly | \$55.00 | \$86.63 | 57.50 | \$86.63 |
| 9 | Project Manager | 1 | Hourly | \$90.00 | \$141.75 | 57.50 | \$141.75 |
| 10 | Program Manager | 1 | Hourly | \$90.00 | \$141.75 | 57.50 | \$141.75 |
| 11 | Software Administrator | 1 | Hourly | \$55.00 | \$86.63 | 57.50 | \$86.63 |
| 12 | Systems Architect | 1 | Hourly | \$75.00 | \$118.13 | 57.50 | \$118.13 |
| 13 | Systems Administrator | 1 | Hourly | \$60.00 | \$94.50 | 57.50 | \$94.50 |
| 14 | Service Desk Technician | 1 | Hourly | \$32.00 | \$50.40 | 57.50 | \$50.40 |
| 15 | Endpoint Support Field Technician | 1 | Hourly | \$38.00 | \$59.85 | 57.50 | \$59.85 |
| 16 | Telephone Technician | 1 | Hourly | \$28.00 | \$44.10 | 57.50 | \$44.10 |
| 17 | Network/System Administrator (Server/Storage) | 1 | Hourly | \$55.00 | \$86.63 | 57.50 | \$86.63 |
| | Total | | | | | | \$1,611.26 |


Agreement Name: IT Contracted Services

Agreement Number: RFP-604701-24/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-604701-24/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 25th day of JUNE, 2024.

3Di, Inc.
 Consultant Name
 By: 
 Print/Type Name: Mihir Desai
 Title: COO & CFO

STATE OF California

COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me by means of physical presence OR online notarization, this 25th day of JUNE, 2024, by MIHIR DESAI (Full Name of Affiant).

See Attached Certificate

Michael Memley, NOTARY PUBLIC
 Print/Type Name MICHAEL MEMLEY, NOTARY PUBLIC
 Notary Public in and for the County
 and State Aforementioned
 My commission expires: 04-10-2027

**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.](#)

3DI, INC. 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: