

**TERM CONTRACT FOR CONSULTANT SERVICES
FOR SEMINOLE COUNTY WEBSITE REDESIGN
(RFP-604403-22/LNF)**

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **INTERPERSONAL FREQUENCY LLC**, duly authorized to conduct business in the State of Florida, whose principal address is 6830 Elm Street, Suite 101, McLean, Virginia 22101, in this Agreement referred to as “CONSULTANT”, 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 “Interactive Project Manager/Consultant” to develop an actionable, dynamic plan that, when implemented, results in a new and improved government website.; and



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

WHEREAS, CONSULTANT is competent, qualified, and desires to provide those 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 CONSULTANT agree as follows:

Section 1. Services.

(a) COUNTY hereby retains CONSULTANT to provide professional services and perform those tasks as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. Required services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing performance of the specific project, task, or study.

CONSULTANT is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONSULTANT's submission in response to this solicitation. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

(b) CONSULTANT may utilize labor categories that are not included in the fee proposal for each Purchase Order, but that have been approved in the Master Agreement. If a substitution is necessary, the work must be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Purchase Order amount, and in no event may the Purchase Order amount be modified as a result of any changes in labor categories. CONSULTANT shall submit a written request to the COUNTY's Project Manager for approval of any substitution prior to the utilization of any labor category for service. The approval of COUNTY's Project Manager of any substitution must take place prior to submission of the invoice. Any approved labor category substitution must be based on the prevailing labor categories and their associated hourly rates established in the Master Agreement that are in effect on the date of COUNTY's approval for any substitution.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of two (2) year and, at the sole option of COUNTY, may be renewed for one (1) successive period 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 of both parties under such Purchase Orders will remain in effect until completion of the work authorized by the respective Purchase Order.

Section 3. Authorization for Services. Authorization for performance of professional services by CONSULTANT under this Agreement must be in the form of written Purchase Orders

issued and executed by COUNTY and signed by CONSULTANT. A sample Purchase Order is attached as Exhibit B. Each Purchase Order must describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Purchase Orders will be issued under and will incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for COUNTY during the term 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 rendered by CONSULTANT must be commenced as specified in such Purchase Orders as may be issued under this Agreement and must be completed within the time specified in the respective Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONSULTANT for the professional services provided for under this Agreement on either a “Fixed Fee” basis or on a “Time Basis Method”. The CONSULTANT will be compensated in accordance with the Contract Pricing, attached as Exhibit C.

Section 6. Reimbursable Expenses.

(a) If a Purchase Order is issued on a Fixed Fee or Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable “Fixed Fee,” “Not-to-Exceed,” or “Limitation of Funds” amount set forth in the Purchase Order. Reimbursable expenses may include actual expenditures made by CONSULTANT, its employees, or its professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) COUNTY shall reimburse CONSULTANT for the following costs: travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. COUNTY is not obligated to reimburse CONSULTANT for the costs of meals, travel, vehicle mileage, tolls, and parking for the local employees of CONSULTANT, that is, employees located within fifty (50) miles of the job site.

A. Reimbursement for mileage must be at the rate allowable by the federal Internal Revenue Service. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two (2) occupants.

C. Reimbursement for lodging must be at \$100.00 or the actual expenses for lodging at a “non-resort”-type hotel located in Seminole County, Florida.

D. Meals must not exceed:

1. Breakfast:
\$6.00 without receipts
\$10.00 with receipts;
2. Lunch:
\$11.00 without receipts
\$13.00 with receipts;
3. Dinner:
\$19.00 without receipts
\$27.00 with receipts.

E. Reimbursement for airfare must be based on coach rates.

(2) Reimbursement for the expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY, COUNTY shall reimburse the cost of other expenditures made by CONSULTANT in the interest of the Project.

(b) Any reimbursable expenses under this Agreement must be supported by a source document such as a receipt or invoice with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses must be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, all as solely determined by COUNTY.

Section 7. Payment and Billing.

(a) If the Scope of Services required to be performed by a Purchase Order is clearly defined, the Purchase Order will be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Purchase Order, but in no event may CONSULTANT be paid more than the negotiated Fixed Fee amount stated in the Purchase Order.

(b) If the Scope of Services is not clearly defined, the Purchase Order may be issued on a Time Basis Method and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, CONSULTANT shall perform all work required by the Purchase Order, but in no event may CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Purchase Order.

(c) For Purchase Orders issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total Purchase Order services actually performed and completed, but in no event may an invoice amount exceed a percentage of the Fixed Fee amount equal to the percentage of the total services actually completed.

(d) For Purchase Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event may an invoice amount exceed a percentage of the Not-to-Exceed amount.

(e) 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:

County Manager's Office
1101 E. 1st Street
Sanford, FL 32771

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

Section 8. General Terms of Payment and Billing.

(a) Upon satisfactory completion of work required under this Agreement and upon acceptance of the work by COUNTY, CONSULTANT may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement and less any amount already paid by COUNTY. COUNTY shall pay CONSULTANT within thirty (30) days of receipt of a proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONSULTANT 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

CONSULTANT and COUNTY. Total compensation to CONSULTANT 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 CONSULTANT. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives must have access to any books, documents, papers, and records of CONSULTANT that are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONSULTANT shall maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONSULTANT shall make such materials available at CONSULTANT's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsections (b) and (c) of this Section.

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

Section 9. Responsibilities of CONSULTANT.

(a) CONSULTANT is responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following, which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats,

maps, surveys, specifications, and any and all other services of whatever type or nature provided by CONSULTANT under this Agreement. CONSULTANT shall correct or revise, without additional compensation, any errors or deficiencies in CONSULTANT's plans, analysis, data, reports, designs, drawings, specifications and any and all other services of whatever type or nature.

(b) 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. CONSULTANT is and will remain liable to COUNTY, in accordance with applicable law, for all damages to COUNTY caused by CONSULTANT's performance of any services or provision of any materials under this Agreement.

Section 10. Ownership of Documents. All deliverable analysis, reference data, survey data, plans, reports, and any other form of written instrument or document that may result from CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement will become the property of COUNTY after final payment is made to CONSULTANT.

Section 11. Termination.

(a) By thirty days written notice to CONSULTANT, COUNTY may terminate this Agreement, or any Purchase Order issued under this Agreement, in whole or in part, at any time, for COUNTY's convenience. If termination is determined by COUNTY to be due to the failure of CONSULTANT to fulfill its obligations under this Agreement, COUNTY will provide written notice to terminate effective immediately. Upon receipt of such notice:

(1) CONSULTANT shall immediately discontinue all services affected unless the notice directs otherwise; and

(2) CONSULTANT shall 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 CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONSULTANT will be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSULTANT will be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by this Agreement, as determined solely and conclusively by COUNTY.

(c) If the termination is due to the failure of CONSULTANT 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, CONSULTANT will be liable to COUNTY for all reasonable additional costs associated with CONSULTANT's failure to fulfill its obligations under this Agreement.

(d) CONSULTANT will not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of CONSULTANT. CONSULTANT will be responsible and liable for the actions of its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONSULTANT include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either 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 the fault or negligence of CONSULTANT.

(e) If after notice of termination for CONSULTANT's failure to fulfill its obligations under this Agreement, it is determined that CONSULTANT did not so fail, 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 12. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Work Order issued pursuant to it or any other contract documents, including proposals submitted by CONSULTANT, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONSULTANT are not incorporated into this Agreement, unless expressly stated otherwise.

Section 13. Equal Opportunity Employment. CONSULTANT shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability. CONSULTANT shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. 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 14. No Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide

employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY has the right to terminate this Agreement, at its sole discretion and without liability, and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 15. Conflict of Interest.

(a) CONSULTANT 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) CONSULTANT 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 CONSULTANT 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 16. 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 only by a document of equal dignity with this Agreement.

Section 17. Subcontractors. CONSULTANT shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONSULTANT will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 18. Indemnification of COUNTY. To the fullest extent permitted by law, CONSULTANT 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 CONSULTANT's provision of materials or services under this Agreement caused by CONSULTANT's act or omission in the performance of this Agreement.

Section 19. Insurance.

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

(1) CONSULTANT 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 (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, Business Auto, and Cyber Liability and Technology Errors and Omissions Insurance). **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, CONSULTANT 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 CONSULTANT, CONSULTANT 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, CONSULTANT 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 CONSULTANT will relieve CONSULTANT 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 CONSULTANT shall immediately notify COUNTY as soon as CONSULTANT 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 CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONSULTANT will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONSULTANT's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONSULTANT 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 CONSULTANT 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) CONSULTANT'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. CONSULTANT 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 CONSULTANT 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 standard Workers' Compensation policy is required to be the following:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONSULTANT'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) CONSULTANT shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00

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

(4) Business Auto Policy.

(A) CONSULTANT's insurance must cover CONSULTANT 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 CONSULTANT. In the event CONSULTANT does not own automobiles, CONSULTANT shall maintain coverage for hired and non-owned auto liability for autos used by CONSULTANT, 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 CONSULTANT 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
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(5) Cyber Liability and Technology Errors and Omissions Insurance.

(A) CONSULTANT's Cyber Liability and Technology Errors and Omissions Insurance must cover its employees, subcontractors and agents for expenses, claims, and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demands, and any other payments related to electronic or physical security, breaches of confidentiality, and invasion of or breaches of privacy. CONSULTANT's policy will provide a carve-back to the "Insured versus Insured" exclusion for claims brought by or on behalf of additional insureds.

(B) If the Cyber Liability and Technology Errors policies are written on a claims-made basis, the retroactive date must be prior to the commencement of this agreement. If the Cyber Liability and Technology Errors policies are written on a claims-made basis and are cancelled or non-renewed at any time during and up until the project completion, CONSULTANT shall purchase an Extended Reporting Period for at least a two-year period.

(C) CONSULTANT shall maintain Cyber Liability insurance providing coverage for the following:

(i) Liability for network security failures, privacy breaches, and system failures, including but not limited to loss or unauthorized access, use, or disclosure of Insert COUNTY Data, whether by CONSULTANT or any subcontractor or cloud service provider used by CONSULTANT.

(ii) Breach Response Costs associated with a network security failure, privacy breach, or system failure, including but not limited to the following: costs to notify affected individuals, customer support, forensics, crisis management consulting, public relations consulting, legal services, and credit monitoring, and identity fraud resolution services.

(iii) Expenses related to a regulatory proceeding, including but not limited to regulatory investigatory costs, fines, fees and penalties.

(iv) Payment Card Industry fines, fees, penalties, and assessments.

(v) Cyber extortion payments, investigatory, and response costs (i.e., Ransomware Coverage).

(vi) Business Income Loss and Extra Expenses resulting from a network security or system failure of your computer network, a third parties' computer network, or both.

(vii) Costs of restoring or replacing data.

(viii) Multimedia liability.

(D) If this contract involves the provision of Cyber Technology Services, Products, or both, in addition to the above required coverages, CONSULTANT must maintain Technology Products & Services Liability insurance providing coverage for the following:

(i) Liability related to the rendering of or failure to render technology product and services.

(E) Certificates of Insurance and Additional Insured Endorsements must reflect applicable limits, sub-limits, self-insured retentions, and deductibles.

(F) CONSULTANT will be responsible for any and all deductibles, self-insured retentions, or waiting period requirements.

(G) The minimum limit to be maintained by CONSULTANT is Three Million and No/100 Dollars (\$3,000,000.00) per occurrence claim.

(d) Coverage. The insurance provided by CONSULTANT 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 CONSULTANT.

(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. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

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

Section 20. 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, CONSULTANT 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 CONSULTANT 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 21. Representatives of COUNTY and CONSULTANT.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONSULTANT, COUNTY shall designate and advise CONSULTANT in writing of one or more COUNTY 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, CONSULTANT shall designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of CONSULTANT and bind CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually advised of such designation.

Section 22. 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 Agreement. Accordingly, it is agreed that no deviation from the terms of this Agreement will be predicated upon any prior representations or agreements, whether oral or written.

Section 23. 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 24. 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 CONSULTANT, including its officers, employees, and agents as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONSULTANT is and will remain an independent contractor with respect to all services performed under this Agreement.

Section 25. Employee Status. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement will 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 26. Services Not Provided For. No claim for services provided by CONSULTANT not specifically provided for in this Agreement will be honored by COUNTY.

Section 27. Public Records Law.

(a) CONSULTANT 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. CONSULTANT 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, CONSULTANT shall provide COUNTY with all requested public records in CONSULTANT'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) CONSULTANT specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONSULTANT 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) CONSULTANT 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) CONSULTANT 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, CONSULTANT shall transfer, at no cost to COUNTY, all public records in possession of CONSULTANT, or keep and maintain public records required by COUNTY under this Agreement. If CONSULTANT transfers all public records to COUNTY upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains the public records upon completion of this Agreement, CONSULTANT must 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 CONSULTANT. CONSULTANT may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONSULTANT 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 28. 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 29. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONSULTANT 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 CONSULTANT.

Section 30. Patents and Royalties. Unless otherwise provided, CONSULTANT is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONSULTANT, 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 CONSULTANT. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONSULTANT. If such a claim is made CONSULTANT 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 CONSULTANT and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.



Section 31. Notices. Whenever either party desires to give notice to the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and 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:

County Manager's Office
1101 E. 1st Street
Sanford, FL 32771

With a copy to:

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


For CONSULTANT:

Interpersonal Frequency LLC
6830 Elm Street, Suite 101
McLean, VA 22101

Section 32. Rights At Law Retained. The rights and remedies of COUNTY provided under this Agreement are in addition to any other rights and remedies provided by law.

Section 33. 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 34. E-Verify System Registration.

(a)  CONSULTANT 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 CONSULTANT for engaging with or contracting for the services of any subcontractors under this Agreement, CONSULTANT must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONSULTANT 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 CONSULTANT has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONSULTANT, CONSULTANT 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 CONSULTANT otherwise complied with

this Section, COUNTY must promptly notify CONSULTANT and order CONSULTANT to immediately terminate its agreement with the subcontractor.

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

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

ATTEST:

INTERPERSONAL FREQUENCY LLC

Witness

By: _____
HARISH R. RAO, CEO

Print Name

Date: _____

Witness

Print Name



(CORPORATE SEAL)

[Rest of page left intentionally blank]

SEMINOLE COUNTY, FLORIDA

Witness

Print Name

Witness

Print Name

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

By: _____
TAMMY ROBERTS,
Procurement Administrator

Date: _____

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

County Attorney

GLK

6/29/22 3/2/23

T:\Users\Legal Secretary CSB\Purchasing 2023\RFP-604403 (IF).docx



Attachments:

Exhibit A - Scope of Services

Exhibit B - Sample Purchase Order

Exhibit C - Rate Schedule

Exhibit D - Affidavit of E-Verify Requirements Compliance

Exhibit E - SaaS Agreement

Exhibit A
Part 1
Scope of Services

Introduction:

The Seminole County Board of County Commissioners has determined that the County's website (www.seminolecountyfl.gov) is a critical priority as the key gateway to the County's many services and critical information. To objectively assess the current and future state of the website, the County seeks an "Interactive Project Manager/Consultant" to develop an actionable, dynamic plan that, when implemented, results in a new and improved government website.

The Consultant will serve as both the project manager and advisor for this effort. They are expected to be a subject-matter-expert with respect to website strategy and implementation that is best suited for public sector agencies but are not required to develop a new website. They will provide a framework that will identify appropriate content and technologies that align with our communication goals and that can be maintained by Seminole County and its partners. They will develop an action plan concerning the process to redevelop the website and will manage the project to redesign the web presence from start to finish.

Flexibility, ingenuity, innovation and a cohesiveness in design, will be necessary to reach the goal of a best-in-class website that effectively communicates to the stakeholders of Seminole County.

General Community and Project Information:

Seminole County is located in Central Florida and has a population of 470,856, with the county seat located in the City of Sanford. The average population density is 1,368.7 persons per square mile; the average rural population density is 89 persons per square mile; and there are 2609 miles of roads located within Seminole County.

Scope of Services:

The scope of this redesign includes all the public-facing websites and technologies that the departments and agencies under the Board of County Commissioners utilize. This scope does not include Orlando North Seminole County Tourism websites, dororlandonorth.com and playorlandonorth.com, managed through a separate contract and marketing agency. A list of all relevant sites associated with www.seminolecountyfl.gov and the major third-party sites this page links to are provided as Attachment A. The Website Presence Redesign Committee will be administering the project and serve as the local point of contact. Proposer attendance will be necessary at select Committee and Board of County Commissioners' meetings milestone presentations and additional engagement, as necessary. The proposed scope of services to be provided by Proposer shall include, but not be limited to, the elements defined in this RFP. This is a guide to prospective Proposers, and Proposer creativity concerning approaches for strengthening the planning process is encouraged. The County expects a website review and redesign tailored to meet the specific needs and unique characteristics of Seminole County.

Anticipated Project Tasks:

- 1) Research, evaluate, and baseline the current usage of the website and related technologies.
 - a. Perform research to determine user personas/user-segmentation to assess reasons for visiting/leaving the website
 - b. Assess Seminole County's current branding, budget, and internal resources.
- 2) Identify and develop design and communication goals that Seminole County requests in its redesigned web presence.
- 3) Evaluate the current and future state of public sector websites and technologies and determine the best approach for Seminole County to implement.
- 4) Lead focus group and stakeholder meetings with County staff and external stakeholders.
- 5) Develop an action plan for redesigning our web presence.
 - a. Develop options the County can pursue. These options should detail the estimated cost, potential funding sources, timeline, benefits, stakeholders served, risk, and incremental steps for implementation.

Exhibit A

- b. Multiple options must be developed and ranked by the Proposer to allow the County to determine the best path forward.
- 6) Provide sufficient project management and subject matter expertise to support Seminole County in implementing the selected action plan.
- 7) Provide reports in easy-to-understand terms to facilitate clarity with decision-makers and constituents.

Web Presence Review and Redesign Deliverables:

This section outlines the requirements and deliverables Seminole County believes necessary to successfully redesign the County's web presence. Respondents to this solicitation should review and provide changes as they see fit in their response based on their expertise.

Section A – Current assessment

1. Review of the current environment and its use
2. Review of current budget and staff
3. Review of policies and procedures to publish content
4. Meet with stakeholders to determine current use

Section B – Determine goals and objectives of the web redesign

1. Identify strategic goals.
2. Assess current and future trends in public sector internet technologies
3. Assess supporting technologies such as social media and mobile access and their impact on Seminole County's web presence
4. Best practices for integrating third-party applications

Section C – Determine strategy and plan to progress

1. Review options for accomplishing goals
2. Determine the best technology path for Seminole County:
 - a. Evaluate and recommend if current technology platform is sufficient
 - b. Consider best practices related to cyber security
 - c. Support for non-English speaking visitors to the website
 - d. Evaluate any regulatory requirements to which Seminole County needs to adhere, such as the Americans with Disabilities Act (ADA)
3. Determine the best approach for a public sector web presence
 - a. Prepare scope for website design firm Request for Proposals for staff review and approval
 - b. Selection of web design firm(s) to implement recommendations
 - c. Determine how web presence interacts with social media
 - d. Recommendations for consolidation of the County's URL's
4. Determine the internal structure and processes necessary for maintaining and growing the web presence
 - a. Staffing needs
 - i. Technical staff
 - ii. Staff needed in the departments
 - b. Training needs
 - c. Publishing policies and procedures
 - d. Web presence review
 - i. Campaign effectiveness
 - ii. Key performance indicators

Section D – Implementation plan and services

1. Develop project plan and deliverables for implementation
 - a) Develop RFP or Scope of work that will be used to implement a new website presence.
 - i) Web platform vendor
 - ii) Web development consulting team
 - iii) Third-party integrators
 - iv) Seminole County internal staff

2. Identify resources needed
 - a) Resources provided as part of this response
 - b) Resources required by Seminole County
 - c) Resources required by third-party providers
3. Project manage the transition to the new web presence
 - a) Monitor execution of the project
 - b) Identify and manage the risks that affect cost and or schedule
 - c) Resolve and escalate issues
 - d) Provide status reports to the appropriate stakeholders
 - e) Adhere to standard Project Management Processes (PMBOK)

Statement of Work

This Statement of Work ("SOW") is entered into effective as of May 9, 2023 (the "SOW Effective Date") between Interpersonal Frequency, LLC, a Virginia limited liability company ("Interpersonal Frequency" or "I.F."), with its mailing address at P.O. Box 51 McLean Virginia 22101 and Seminole County, Florida, having its principal office at 1301 E Second Street Sanford, FL 32771-1468 ("Client"). This SOW is entered pursuant to the Master Service Agreement dated April 1, 2023 (the "MSA") which is hereby incorporated by reference into this SOW. Any capitalized terms set forth in this SOW that are not defined herein shall have the meaning set forth in the MSA.

This Statement of Work is effective as of the SOW Effective Date and shall remain in effect until December 31, 2023 unless terminated sooner, or extended, in accordance with the terms set forth in the MSA.

This SOW is organized into includes the following sections:

- A. **Services.** I.F.'s Services (as defined below) are described in Section A below. The Services determine the scope of this SOW. The Services have two key parts. First, is I.F.'s detailed process for the creative collaboration among Client stakeholders and the I.F. team for the success of the project. I.F. refers to this as its CitizenForward™ process. This process has been customized for Client as further set forth in Section A. Second, are the specific features that I.F. and Client have determined to implement for the project. These are referred to as the Included Features and are set forth in the Features Table in Section A. The Features Table also sets forth the Features that will not be included in the project.
- B. **Milestones, Hours, Fees and Milestones and Payment.** Based on the scope of the Services in Section A, I.F. has determined the estimated total hours of work, the key milestones and the anticipated total fees for the Services. These are set forth in Section B. To help protect Client, Client is entitled to the CitizenForward™ Cushion which means an additional ten percent of such hours at no additional charge. The hours, fees and milestones are further described in Section B.
- C. **Client Responsibilities.** The success of this project, and the hours, fees and milestones, depend on the Client's timely performance and its responsibilities. These are set forth in Section D.
- D. **Assumptions.** Our proposed pricing and inclusions are based on the assumptions listed in Section D.
- E. **Exclusions.** As noted, the scope of the Services is set forth in Section A. For clarity, and to help ensure alignment, a number of matters not included in the Services are expressly set forth in Section D.



F. Changes. Finally, the changes to this SOW are addressed in Section E.

A. SERVICES.








This SOW (together with the MSA) sets forth and governs the terms and conditions of the services that will be provided by Pursuant to this SOW, Interpersonal Frequency will to Client (the “Services”): conduct discovery tasks, assess content, and assist with the preparation of a gap analysis and Scope of Work. The scope and terms and conditions of the Services shall be governed by the SOW and the MSA. As noted above, the Services include the Included Features set forth in the Features Table below. The Features Table also sets forth features that are not included in the project. In addition, the Services also include I.F.’s CitizenForward™ process. The CitizenForward™ process entails the following five steps as described in greater detail, and customized for Client, further below:

- Discover
- Define
- Needs Assessment and RFP Preparation






Discover

Task	Description	Included ✓ Not Included ⊘
Discover		
Project Kickoff	Our first meeting with your project team, led by your dedicated Project Manager.	✓
External Research	Voice of Citizen® Analysis Our first step to collect data on your current website. This proprietary platform helps us quantitatively understand how your website design and content is working for your users via artificial intelligence technology.	✓
	Google Analytics Integration with Google Analytics (or equivalent) for third-party website analytics tracking, to be provided by the client.	⊘



	Heatmaps: Heatmaps are a visualization tool used to track user engagement and behavior on a website. Voice of Citizen® offers a heatmaps feature as an option, permitting an in-depth analysis of user interactions and identifying areas of improvement on the website.	
	Behavior Videos: The behavioral videos feature, an option to Voice of Citizen® allows us to view recordings of real-user interactions on the website, providing insights into user behavior and areas for improvement. This feature is an optional add-on.	
	Custom UX Research Customized research activities to dig deeper into the needs, wants, pain points, emotions, and motivations of current users interacting with your existing website. Examples include usability testing, card sorting, or tree testing. Includes 1 activity.	
	Community Survey Create an additional digital community survey that could be shared, for example, by a printed and distributed QR code or email.	
	Community Listening Sessions Guided virtual/remote focus groups with community members that could be used, as an example, to target community members who do not currently use your website. This would require your facilitation and recruitment of participants. Up to 3 I.F. team members will listen and document feedback during the session, and analyze the results. Includes 2 sessions.	
Internal Research	In-Depth Interviews In-Depth Interviews (IDIs) are structured, recorded interviews with key project stakeholders. Includes up to 7 interviews.	
	Internal Stakeholder Questionnaire This questionnaire is aimed to spur conversations with additional project stakeholders who don't complete an in-depth interview (above). This questionnaire helps us gather more clues about the communication goals and impacts that your	



	high-level team members want to achieve with the new site. Limited to 10 responses.	
	Content Editor/Web User Survey Designed to gather feedback from your content editors and web users across your organization. Helps us understand your current workflow and governance strategy. Limited to 10 responses.	
Content Services	Existing Content Assessment An investigation of the top user pathways (up to 4) through your existing content, as determined by Voice of Citizen® Patron®. It includes a high-level analysis and strategy on how to improve those paths.	
	Content Manifest A chart of your existing content to help facilitate determining which content will move to the new site.	
	Content Intro Workshop Here we help you designate and align client team members who will participate and collaborate throughout the website redesign process on website content. They will be given roles like Content Focal, Migration Focal, Editing Focal and Trainer.	
Discovery Summit	A culmination of the Discover phase. At this virtual summit, we dive into our research findings, what the results reveal about your current website, and how it aligns with our recommended goals for the redesign. The summit consists of: <ol style="list-style-type: none"> 1. Research Presentation 2. Content Session 3. User Experience Session 4. Capstone: this is the presentation designated for the Experience Outline review and delivery 	



Define

Task	Description	Included ✓
		Not Included ⊘
Experience Outline	A high-level picture of what we've uncovered through the Discover steps, including success metrics and KPIs. It becomes a touchstone for project alignment.	✓
Information Architecture Development	An information architecture (IA) is the structural design of shared information environments, which includes the organization, labeling, and navigation of content. Based on the data collected during the first phase of our engagement, we will create a new user-centric IA for your website, designed to improve the user experience and make it easier for visitors to find the information they need. Core-level includes one (1) round of revisions.	⊘
Wireframes	We build out the blueprint of your architecture as toneless visual representations of the structure, hierarchy, and messaging of key page templates and content types of your new website. Core-level implementations include five (5) wireframes with one (1) round of revisions.	⊘
Content Services	Content Toolbox Our library of content strategy videos and resources. This includes access to the library.	⊘
	Content Coaching Hour-long sessions designed to solidify your team's content knowledge and establish processes to support high-quality online content over time. (Connect level includes 5 sessions.)	⊘
	I.F. Content Writing/Editing Services While we develop your information architecture and wireframes, our content producers can also perform an extensive content cleanup of your website, including drafting, writing, and editing services. Our content	⊘



	producers would work to optimize your key pages for accessibility, usability, and search engines. This work also helps us test the new site's architecture and design with actual content to maximize fit and functionality. (Connect level includes 50 hours)	
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Needs Assessment and RFP Preparation

Task	Description	Included ✓
		Not Included ⊘
Design Services	Technology Platform Needs Assessment/Analysis After the Discovery Summit (above), we will create a needs assessment and analysis of CMS needs for your redesigned and re-engineered website and its content. We will provide you with recommended option(s) for CMS, with a preference toward open-source systems given the need for technology integrations.	✓
	Gap Analysis Usability and governance gap analysis including an assessment of accessibility, user experience, content management, internal business needs/staffing, and budget.	✓
	Digital Strategy Meetings Dedicated recurring meetings to discuss various assessments and solutions. Limited to 2 hours per week x 12 weeks x 2 team members.	✓
	RFP Preparation Creation of a website implementation RFP based on determined County needs.	✓



B. HOURS, MILESTONES AND FEES

The Milestone Table and Fees

Based on the scope of Services described in this SOW, the project will require an estimated 764 hours of work by I.F.. This work is organized into the milestones set forth in the Milestone Table below. The Milestone Table also includes I.F.'s anticipated fees for each Milestone based on the hours allocated to each milestone at I.F.'s blended billing rate. The estimated overall schedule for performing the Services is five months. The forgoing total hours, fees, and schedule are estimates. Client's diligent and timely performance of the Client Responsibilities is very important to achieving these. In addition, significant Client requests or change in requirements may impact these estimates.

The CitizenForward™ Cushion

I.F. understands the importance of achieving the estimated fees. I.F. also understands that the CitizenForward process is by definition highly creative and collaborative and may result in changes to the Services. Based on the forgoing, as part of the CitizenForward overall process, I.F. provides Client a CitizenForward Cushion. This means that I.F. will provide an additional ten percent of the estimated total hours, or 76 hours, at no charge (the "CitizenForward Cushion").

Invoices and Payment

I.F. will invoice Client at the completion of each milestone. Each invoice will set forth (a) the fees for the current milestone, (b) the total hours through the end of such milestone provided by the Milestone Table, (c) the number of CitizenForward Cushion hours set forth above, (d) the sum of total hours to date in the Milestone Table plus the CitizenForward Cushion hours, (e) I.F.'s actual total hours to date, and (f) the amount, if any, that the actual hours to date exceed the sum of hours set forth in (d) above (the "Excess Hours") and (g) any additional amount due based on the Excess Hours times the Client's blended billing rate (\$170/hr).

Milestones	Est. Fees	Est. Date
Discover (550 hours)		
Milestone 1: - Project kickoff meeting - Initiate Voice of Citizen® data collection - Initiate In-Depth Interviews	\$46,750	Late May



Milestone 2: - Discovery Summit complete	\$46,750	July
Define (50 hours)		
Milestone 3: - Experience outline delivered	\$8,500	August
Needs Assessment and RFP Preparation (164 hours)		
Milestone 4: - Digital strategy meetings commence - Gap Analysis is presented	\$13,940	August
Milestone 5: - Implementation RFP is presented	\$13,940	September

C. Client Responsibilities

SCFL is responsible for the following tasks to be outlined with specific deadlines in the project communication plan & schedule.

- Discover Phase
 - Install Voice of Citizen® Patron® on current site
 - Identify up to six (6) members from stakeholder departments and organizations to act as the core team. Activities for the core team include:
 - Participate in the discovery workshop(s).
 - Participate in digital strategy meetings, discussions, and reviews (usually in a single feedback document or session).
 - Identify up to seven (7) In-Depth Interview participants, review and approve interview scripts in a timely manner, and provide assistance with scheduling interviews
- Define Phase
 - Review Experience Outline
- Needs Assessment and SOW/RFP Preparation Phase
 - Review Scope of Work
 - Participate in digital strategy meetings
- Designate an authoritative decision maker to give final approval on deliverables by but no later than the specific deadline as outlined in the project communication plan & schedule. If client approval is withheld, I.F. will provide additional revisions



by utilizing, in order as applicable (1) the CitizenForward™ Cushion, (2) a reallocation of hours from other Services, or (3) the prevailing hourly rate of this Statement of Work. Should any of these be unsatisfactory, the contract will terminate per the MSA.

- Overall: Provide a single point of contact that manages day to day client responsibilities as noted above. A successful project will require a client side project manager who is available ten to twenty (10-20) hours per week.

D. Assumptions

The project fee and SOW delivery are contingent upon the following assumptions:

1. Client provides approval as needed by established deadlines.
2. Client team is available for meetings as scheduled.

E. Exclusions

In addition to the features listed as NOT INCLUDED in the table above, the following are excluded:

1. Expenses, including travel.
2. Content writing, editing, and manual content migration work performed directly by I.F., unless selected as an option.
3. User manuals.
4. Changes to deliverables after approval.
5. Extra revisions for deliverables beyond those explicitly noted herein.

F. Changes

This Statement of Work, may be changed or modified upon mutual agreement in writing..

Acceptance

AGREED and ACCEPTED:

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work ("SOW").

	Interpersonal Frequency LLC ("I.F.")	Client Name ("Seminole County, Florida")
Name	Harish R. Rao	



Position	CEO	
Date		
Signature		



EXHIBIT B - 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**S
H
I
P
T
O**

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

**V
E
N
D
O
R****SUBMIT ALL INVOICES TO:**
AP@seminoleclerk.org
Seminole County 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****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

SUBMIT BIDS TO: www.seminolecountyfl.gov/purchasing Upload to the County Website	INVITATION FOR BID And Bidder Acknowledgment
Contact: Leticia Figueroa Senior Procurement Analyst 407-665-7119 - Phone 407-665-7956 - Fax lfigueroa@seminolecountyfl.gov	RFP-604403-22/LNF Consultant Services for Seminole County Website Redesign
<u>Bid Due Date and Time:</u> August 24, 2022 at 2:00 PM (Easter Time) <u>Public Opening:</u> Zoom at www.zoom.us , Meeting ID: 865 8422 2565, Pass Code: 520343	
Proposer Name: Interpersonal Frequency LLC	Federal Employer ID Number: 90-1035451
Mailing Address: P.O. Box 51	If returning as a "No Submittal", state reason (if so, return only this page): n/a
City, State, Zip: McLean, VA 22101	
Type of Entity (Circle one) : Corporation LLC Partnership Proprietorship Joint Venture Incorporated in the State of: <u>Virginia</u> List of Principals: <u>Harish R. Rao</u> _____	The undersigned Bidder hereby acknowledges receipt of Addenda Numbers <u>1</u> through <u>4</u> :  8/23/22 Authorized Signature (Manual) Date
Email Address: <u>harish@ifsight.com</u>	Typed Name: Harish R. Rao
Telephone Number: <u>703-400-6776</u>	Title: Founder & CEO
Fax Number: <u>877-565-6501</u>	Date: August 23, 2022

THIS FORM MUST BE COMPLETED AND RETURNED WITH WRITTEN PROPOSAL

The Proposer is expected to completely analyze the information contained in this Request for Proposals (RFP) as guidance for the preparation of their written proposal. The Proposer's written proposal should be specific, detailed, and complete in order to clearly and fully demonstrate the Proposer's understanding of the proposed work requirements, and it should include a logical plan to accomplish the task(s) under the proposed scope of work.

Part - 4 Price Proposal

RFP-604403-22/LNF – Consultant Services for Web Presence Review & Redesign

Name of Proposer: Interpersonal Frequency LLC

Mailing Address: P.O. Box 51

City/State/Zip: PMcLean, VA 22101

Phone Number: (703) 400-6776 **FAX Number:** (877) 565-6501

E-Mail Address: harish@ifsight.com

Pursuant to and in compliance with the Request for Proposals, the undersigned Proposer agrees to perform the Work in strict conformity with Contract Documents, including Addenda Nos. _____ through _____, on file for the rates hereinafter set forth. The undersigned Proposer declares that the only persons/parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and proposes and agrees that, if the proposal is accepted, Proposer will execute an Agreement with the COUNTY and will furnish Insurance Certificates.

Federal, State, County, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein shall be deemed to apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.

The Cost Proposal must list the fully burdened hourly rates for each level of professional and administrative staff to be used to perform the tasks required by this RFP. Proposer must identify the key cost drivers that they expect to influence the costs of this engagement and the firm's ability to contain them. Proposer must provide rates and policies concerning reimbursable expenses, including travel.

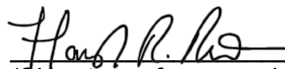
Blended Rate:	Category:
\$ 170 / hour	Client Services Team
\$ 170 / hour	User Experience Team
\$	
\$	
\$ 170 / hour	Total Cost of Consulting Services including all deliverables

Harish R. Rao

(Printed name of person signing FORM)

Interpersonal Frequency LLC

(Name of Proposer)



(Signature of person signing FORM)

SECTION 7. DETAILED WORK PLAN

7.a Tasks & Budget Hours

Based on your request and our responses, we are happy to present the below options for your consideration. **Bundle A meets the requirements of the County's provided tasks and deliverables, aligned with Section 1.a of this proposal.** Bundles B and C include additional services that could enhance this initiative before going to development and implementation. Please reach out to us to discuss a potential fixed-price 20% discount for bundled services.

Line item descriptions budget hours are provided on the following pages.

Bundle A		Bundle B		Bundle C	
<ul style="list-style-type: none"> Kickoff meeting / dedicated project manager Single-Use Voice of Citizen® Analysis (Req. #2.a.1) 7 In-Depth Interviews (Req. #2.A.4) Content & Governance Assessment (Req. #2.A.3) Audience Analysis and Personas Discovery Workshops (Req. #2.B.1, #2.B.2) Experience Outline (Req. #2.B.1, #2.B.2) Technology Platform Needs Assessment/Analysis (#2.B.4) Gap Analysis (Req. #2.A.2, #2.B.3) Digital Strategy Meetings (Req. #2.C) SOW/RFP Preparation (Req. #2.D) 		<ul style="list-style-type: none"> <i>Everything from Bundle A</i> Content Strategy & Toolkit (Req. #2.A.3) Information Architecture Wireframes Art Direction and Visual Design Writing for the Web Training (Req. #2.C.d.b) 3 Community Validation Sessions (Req. #1.4) 3 Community Listening Sessions 		<ul style="list-style-type: none"> <i>Everything from Bundle A, Bundle B</i> 5 Additional In-Depth Interviews Clickable Design Prototype Components/Pattern Library 100 Hours for Content Coaching and UX Writing/Editing 2 additional Community Validation Sessions 2 additional Community Listening Sessions 	
Budget Hours	764	Budget Hours	1,678	Budget Hours	2,510

$\$170/\text{hr.} \times 764/\text{hrs.} = \underline{\$129,880.00}$



Bundle A Line Item Costs	Budget Hours
Kickoff Meeting / Dedicated Project Manager An overview of how we work, including big-picture processes and logistics like communication procedures and an in-depth exploration of upcoming discovery tasks. It's also a chance to meet each other and answer initial questions, establish roles, and begin to create a working relationship between our teams.	191
Single-Use Voice of Citizen® Analysis This proprietary platform helps us quantitatively understand how your website design and content is working for your users via artificial intelligence technology. A unique algorithm, called the "Efficiency Index" (EI), gives mathematical insight into content with specific recommendations that are hard to beat: does the content on a specific page need improvement, or is a design or wayfinding issue preventing users from finding it? Voice of Citizen® scientifically assesses how your site can be improved.	Included
Seven (7) In-Depth Interviews Structured, recorded interviews with your staff and other stakeholders. These are conducted at the start of the project to understand your specific needs. They give us a big picture view of your goals for the new site, and how best to achieve them.	72
Content & Governance Assessment Collaborative process to inventory existing content, determine what should move to the new site, and identify the content that will be most essential to user success, such as service-based and navigational pages. This line item includes sessions to introduce the process and deliver the Initial Content Manifest to facilitate determining which content will move to the new site.	132
Audience Analysis and Personas A reliable and data-driven representation of your website's users that enables us to focus on a manageable and memorable cast of characters, instead of focusing on thousands of individuals. Personas are refined with Seminole as part of our Discovery Summit (below).	160
Discovery Workshops Remote series of discovery workshops. Begins by presenting our research data to reveal who your users are, what they are looking for, what difficulties they encounter, and what is important to your key stakeholders. The UX and Content workshops follow, exploring your specific user experience and design needs and reviewing the results of our high-level content analysis. Throughout, we work with you to set functional priorities that build on our data and your knowledge of your community.	109
Experience Outline A high-level picture of what we've discovered, including success metrics and KPIs, and becomes a touchstone for project alignment.	60
Technology Platform Needs Assessment/Analysis After the Discovery Summit (above), we will create a needs assessment and analysis of CMS needs for your redesigned and re-engineered website and its content. We will provide you with recommended option(s) for CMS, with a preference toward open-source systems given the need for technology integrations.	80
Gap Analysis Usability and governance gap analysis including an assessment of accessibility, user experience, content management, internal business needs/staffing, and budget.	103
Digital Strategy Meetings Dedicated recurring meetings to discuss various assessments and solutions. 2 hours per week x 12 weeks x 2 team members	48
SOW / RFP Preparation Creation of a website implementation Scope of Work based on determined County needs.	80
Total Hours:	1035
<i>Discount for Bundle A</i>	271 Hours
Discounted Total	764

Agreement Name: _____

Agreement Number: _____

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 _____ 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 _____ day of _____, 20____.

Consultant Name

By: _____

Print/Type Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence OR ☐ online notarization, this _____ day of _____, 20____, by _____ (Full Name of Affiant).

Print/Type NameNotary Public in and for the County
and State Aforementioned

My commission expires: _____

Voice of Citizen®

I.F. SaaS Services Agreement: Winter 2022 Version

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Interpersonal Frequency Privacy Policy Effective: 9/1/2018

This Privacy Policy explains how information is collected, used and disclosed by Interpersonal Frequency (I.F.) with respect to the access and use of our systems and our SaaS services, including our Fulcrum Cloud Services and Voice of Citizen®/Voice of Patron® analytics and Aggregated Statistics. This Privacy Policy does not apply to any third-party websites, services or applications that you may access by or through our services and we advise you, as our Client, to review this Privacy Policy and implement any conforming changes in your own website Privacy Policy and/or user agreements.

FOR THE AVOIDANCE OF DOUBT, INTERPERSONAL FREQUENCY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR THE TERMS AND CONDITIONS OF CLIENT'S PRIVACY, ONLINE COOKIE AND OTHER DATA PRIVACY AND PROTECTION POLICIES AND PROCEDURES (INCLUDING USER OPT-IN OR OPT-OUT FUNCTIONALITIES) APPLICABLE TO CLIENT'S WEB SITE AND/OR ANY OTHER PRODUCTS OR SERVICES, EVEN IF SUCH PRODUCTS OR SERVICES ARE ACCESSED OR USED BY OR THROUGH OUR SERVICES. WE ARE NOT IN A POSITION TO, AND OUR SERVICES DO NOT INCLUDE, ANY FORM OF PRIVACY IMPACT

REPORT OR DATA PROTECTION IMPACT ASSESSMENT INVOLVING CLIENT'S BUSINESS, ITS OPERATIONS, ITS USER BASE AND/OR ITS MARKETING PRACTICES. NEVERTHELESS, I.F. WILL BE PLEASED TO COLLABORATE WITH CLIENT ON ANY OF THESE ISSUES OR CONSIDERATIONS ON SUCH TERMS AS MUTUALLY AGREED OUTSIDE THESE TERMS OR OUR AGREEMENT.

Information We Collect

Non-Personally-Identifying Information

Like most website operators, I.F. collects non-personally-identifying information of the sort that web browsers and servers typically make available, such as (but not limited to) the browser type, language preference, referring site, and the date and time of each visitor request. Depending on your service level (and specifically, if you are using the Voice of Citizen®/Patron® analytics platform), we may also collect information on behaviors of our clients' end users; for example, what links or pages they are visiting and how much time they spend on a page. The purpose in collecting non-personally identifying information is to better understand how our clients' web users utilize the website. We only collect such behavioral data with authorization from our client.

From time to time, I.F. may release non-personally-identifying information in the aggregate, e.g., by publishing a report on trends in the usage of its clients websites. You may choose to opt-out of participation in such aggregation. If you select to opt-out of participation in data-aggregation/benchmarking, and in fairness to our other clients, you will not be provided certain benchmark data about your website performance in comparison to others. I.F. also collects information like Internet Protocol (IP) addresses. I.F. does not use such information to identify its visitors, however, and does not disclose such information, other than under the circumstances described below.

Personally-Identifying Information

Certain visitors to I.F.'s websites choose to interact with I.F. Cloud Services & SaaS Services in ways that require I.F. to gather personally-identifying information (PII). The amount and type of information that I.F. gathers depends on the nature of the interaction. I.F. collects such information only insofar as is necessary or appropriate to fulfill the purpose of the visitor's interaction with I.F. or, more often, its Client's end users. I.F. does not disclose personally-identifying information other than as described below. Visitors can always refuse to supply personally-identifying information, with the caveat that it may prevent them from engaging in certain website-related activities. We do not knowingly collect personal information from children. If we learn that we have collected personal information of a child under 13, we will take steps to delete such information as soon as possible. We also provide our clients with methods to reduce the amount of PII collected; for example, through the use of an "exclude" tag in data submission or data display fields.

Information Collected for Others

Through our services our clients can collect information about how their end users use their websites and certain third-party applications, as well as how those websites and applications are performing. Our technology also provides diagnostic predictions based on sophisticated machine learning algorithms. Our clients determine the types of data and information that is sent to I.F. for collection and analysis. The collection of this data and information by our clients is subject to their own privacy policy.

Because our clients have discretion to determine what data and information is collected about or from their users, our Privacy Policy does not apply to any end user data that we may collect, obtain, or access in connection with operating our services on behalf of our clients. We ask that



our clients abide by all applicable laws, rules and regulations, including laws relating to privacy and data collection and post an online privacy policy that provides users with clear notice of its practices regarding data collection, use, and disclosure, however, we have no control over our clients' activities or the disclosures they make in their privacy policy.

We may analyze end user data and information in the aggregate for purposes of internal research and/or to determine overall trends or metrics concerning how users are engaging with websites and may report such general trends publicly, without disclosing any specific end user data and information.

Cookies

Cookies are strings of information, generally a small text file that web browsers place on a web visitor's computer. I.F. makes use of cookies only for customers using our optional Voice of Citizen/Patron service. I.F. does not make use of cookies for its non-Voice of Citizen/Patron web hosting customers unless it is necessary for client-initiated diagnostic test purposes. In the event of cookie usage, I.F. uses both session-based and persistent cookies. Session cookies exist only during one session, and disappear when you close your browser. Persistent cookies remain on your computer after you close your browser or turn off your computer. Most internet browsers automatically accept cookies. However, you can instruct your browser, by editing its options, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit.

How We Share the Information We Collect With Others

I.F. will not share personally-identifiable information about you to anyone, unless you instruct us to do so or if we notify you that the information you provide will be shared in a particular manner and you provide such information. If you are a Client of I.F. and have provided your email address, I.F. may occasionally send you an email to tell you about new features, solicit your feedback, or just keep you up to date with what's going on with I.F. and our products.

I.F. may disclose non-personally-identifying and personally-identifying information to its employees, contractors and affiliated organizations that (i) need to know that information in order to process it on I.F.'s behalf or to provide services available through I.F., and (ii) that have agreed not to disclose it to others. Some of those employees, contractors and affiliated organizations may be located outside of your home country; by using I.F.'s website and services, you consent to the transfer of such information to them.

Other than to its employees, contractors and affiliated organizations, as described above, I.F. discloses personally-identifying information only when (or if we believe we are) required to do so by law, or when I.F. believes in good faith that disclosure is reasonably necessary to protect the property or rights of I.F., third parties or the public at large. I.F. may also transfer and/or provide information about you in connection with an acquisition, sale of company assets, or other situation where customer and user information would be transferred as one of I.F. business assets.

We will share the data and information we collect for our clients with that organization. We do not share any specific end user data or information with individuals or with other companies, other than with the specific customer whose website transmitted the data and information to us. We may share information about our clients and their end users in anonymous and/or aggregated form with third parties for industry analysis, demographic profiling, research, analysis and other similar purposes.

How to Access Your Information

Please contact the I.F. support via the I.F. support intake system to access your information or to



contact an I.F. Research Analyst. Information will only be provided to Authorized Users.

Security Measures We Take to Protect Your Information

I.F. and its Cloud Provider employ administrative, physical and electronic measures designed to protect your information from unauthorized access, however, despite these efforts, no security measures are perfect or impenetrable and no method of data transmission can be guaranteed against any interception or other type of misuse. We and our Cloud Provider use standard industry practices to help prevent unauthorized use of, access to or alteration of visitor and user information and hosted data. These practices include the appropriate use of firewalls, HTTPS encryption, limiting storage of financial information to a PCI compliant third party provider (if applicable to you), system redundancies, and hosting at a 24/7 secured, controlled environment. In the event that your personal information is compromised as a result of a breach of security, we will promptly notify you if your personal information has been compromised, as required by applicable law.

Privacy Policy Is Subject to change

Any information that is collected is subject to our Privacy Policy in effect at the time such information is collected. I.F. may modify and revise its Privacy Policy from time to time. If we make any material changes to this policy, we will notify you of such changes by emailing a link to the updated privacy policy to the primary Authorized User on file for your account at least thirty (30) days prior to the change(s) taking effect. Your continued use of our services after any change in this Privacy Policy becomes effective will constitute your acceptance of such change(s).



Terms of Service for Voice of Citizen® and/or Voice of Patron® SaaS

Effective: September 1, 2018

The following terms and conditions (the "Terms"), which are hereby incorporated into and made a part of our Agreement, govern the use of the services made available through Interpersonal Frequency's Voice of Citizen® (for our municipal and state government as well as not-for-profit customers) and/or Voice of Patron® service (for our library customers) (collectively, our "Services"), which are provided to Client ("you") subject to your compliance with these Terms and any other operating rules, policies and procedures (including, without limitation, I.F. Privacy Policy and Security Policy) set forth in our Agreement or published from time to time by Interpersonal Frequency. By accessing and/or using our Services, you are agreeing to be bound by these Terms and our Agreement, which constitute a binding legal agreement between us. In some cases, your use of certain services may be subject to additional terms, which will be presented to you when you sign up to use or engage in those services.

Voice of Citizen® / Voice of Patron® Service

I.F. provides predictive analytics tools for collecting website survey (qualitative) and behavioral (quantitative) data for improving citizen (and/or patron) experience on our customer's websites. Our Services may change from time to time, or we may stop (permanently or temporarily) providing our Services (or any features therein) to you or to users generally. We reserve the right to create limits on access and use of the Services in our sole discretion.

We may make available certain software to install on your website(s) in order to access and use our Services. As long as you comply with these Terms and our Agreement, you have the right to install and use our software to access and use the Services for your own website(s). This non-exclusive, limited license, which may be terminated by I.F. at any time in its discretion, is for the sole purpose of enabling you to use the Services in the manner permitted by these Terms and our Agreement during the term thereof. You may not copy, modify, derive, distribute, sell, or lease our software or any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of our software, unless you have our written permission. Subject to the foregoing license, all right, title and interest in and to our software and Services is retained by Interpersonal Frequency.

Acceptable Use Policies

Use of the Services

You are responsible for your use of the Services and you agree that you will only use our Services in compliance with these Terms and our Agreement and all applicable laws and regulations.

Privacy

OUR PRIVACY POLICY IS FOR YOUR BENEFIT AND IS NOT DESIGNED TO APPLY DIRECTLY TO YOUR OWN WEB SITE OR TO YOUR RELATIONSHIP WITH YOUR USERS (INCLUDING AUTHORIZED USERS). YOU AGREE TO PUBLISH AND ABIDE BY AN APPROPRIATE PRIVACY POLICY (AND COOKIE POLICY) THAT ADEQUATELY AND TRANSPARENTLY DESCRIBES YOUR COLLECTION, USE, STORAGE AND SHARING OF ANY INFORMATION YOU COLLECT FROM THE USERS OF YOUR WEBSITE(S) USING THE SERVICES BASED ON WHATEVER LAWS AND REGULATIONS MAY APPLY TO YOU AND TO YOUR USE. YOU FURTHER AGREE TO COMPLY WITH ALL APPLICABLE LAWS RELATING TO YOUR COLLECTION, USE AND SHARING OF THE INFORMATION YOU COLLECT FROM USERS OF YOUR WEBSITE USING THE SERVICES. YOU



WILL NOT (AND WILL NOT ALLOW ANY THIRD PARTY TO) USE OUR SERVICES TO TRACK OR COLLECT PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL DATA OF USERS WITHOUT PROPERLY INFORMING YOUR USERS OF YOUR SPECIFIC DATA COLLECTION PRACTICES AND MEETING ALL OTHER APPLICABLE LAWS AND REGULATIONS.

Enforcement

Without limiting any other remedies, I.F. has the right (though not the obligation) to, in I.F.'s sole discretion (i) refuse Services to or remove anything that, in I.F.'s reasonable opinion, violates any I.F. policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Services to any individual or entity for any reason, in I.F.'s sole discretion.

Unauthorized Activities

You may not do any of the following while using or accessing the Services:

- attempt to access the Services or download content from the Services through the use of any engine, software, scraping tool, agent, device or mechanism other than the software provided by us;
- access, tamper with, or use non-public areas of the Services, our computer systems, or the technical delivery systems of our providers;
- use the Services for the benefit of any third party or in any manner not permitted by these Terms or our Agreement;
- violate any applicable law or regulation; or
- encourage or enable someone to do any of the foregoing.

We reserve the right to access, read, preserve and disclose any information provided through the Services we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce this Agreement, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of I.F., our users and the public.

Your Representations

You represent and warrant that (i) you have the necessary power and authority to enter into these Terms and our Agreement (if you are agreeing to these terms on behalf of your employer or other entity, you represent and warrant that you have full legal authority to bind your employer or such entity to these Terms and our Agreement) and (ii) your use of the Services will be in strict accordance with these Terms and our Agreement, the I.F. Privacy Policy, the applicable Acceptable Use Policy and all applicable laws and regulations (including without limitation any local laws or regulations in your country regarding online conduct and acceptable content and/or the transfer of personal data to the United States from the country in which you reside) and will not infringe, violate or misappropriate the rights of any Party, user or third party.

Termination of Services

You can terminate your Service and these Terms (without termination of our Agreement) at any time by removing our software code from your website(s) or by providing notice of termination of these Terms to us. We reserve the right to terminate or suspend your access to any or all portions of the Services at any time, for any reason, including your violation or breach of any of these Terms or our Agreement. Upon any such termination, all rights and licenses granted to you in these Terms (and in our discretion our Agreement) immediately end. If your account or access to our Services is terminated or suspended because you violated these Terms or our Agreement, you will not be entitled to any refund of any fees nor will any fees be credited or reimbursed to



you in any form and you will have no further right to access any of the foregoing.

Refund Policy

There will be no refunds or credits for partial periods of service or refunds for months unused, nor can we append "unused service" to your account should you wish to reactivate in the future.

Information and Intellectual Property Rights

I.F. may retain and use, subject to the terms of its Privacy Policy, information collected in your use of the Services (other than Client Data that continues to identify you). I.F. will not share information associated with you or your website with any third parties unless I.F. (i) has your permission; (ii) concludes that it is required by law or has a good faith belief that access, preservation or disclosure of such information is reasonably necessary to protect the rights, property or safety of I.F., our users or the public; or (iii) provides such information in anonymous or aggregated form that does not identify you.

You agree that I.F. may identify you (or your organization) in our marketing materials to identify you or your organization as a user of the Services, and you hereby grant us a non-exclusive, royalty-free license to do so on in any media now or later developed in connection with any marketing, promotion or advertising of the Services.

Our Services and our Site are protected by copyright, trademark, and other laws of the United States and foreign countries. I.F. and its licensors exclusively own all right, title and interest in and to the Services, including all associated intellectual property rights. You may not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or the Site. All rights not granted to you under this Agreement are reserved by and to Interpersonal Frequency for itself and its licensors.

