

CONTRACT # Y22-1010

This Contract is made as of the 10th day of January, 2023 by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and SMART COMMUNICATIONS HOLDING, INC. [x] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is 47-2886302.

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

ARTICLE 1 **SERVICES**

The CONTRACTOR'S responsibility under this Contract is to provide professional/consultation services in the area of Orange County Corrections Electronic Mail Delivery System for Inmates, as more specifically set forth in the Scope of Services detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Lee Isbell, email: Lee.Isbell@ocfl.net.

ARTICLE 2 **SCHEDULE**

The CONTRACTOR shall commence services on FEBRUARY 1, 2023 and complete all services by JANUARY 31, 2028.

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

This contract may be renewed, for two (2) additional one(1) year periods upon mutual written agreement of the parties at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this contract.

Any order issued during the effective date of this contract, but not completed within that period, shall be completed by the CONTRACTOR within the time specified in the order. The contract shall govern the CONTRACTOR and the COUNTY'S rights and obligations with respect to the extent as if the order were completed during the contract's performance period.

ARTICLE 3 **REVENUE PAYMENTS TO COUNTY**

A. The monthly amounts to be paid by the Contractor to the COUNTY as specified under this Contract in Exhibit B, Schedule of Revenues. Revenue generated will be paid by the Inmate to the Contractor. The Contractor's fees charged to the Inmate shall be approved by the COUNTY. In the event of disapproval, a revised Contractor's fees shall be negotiated between the CONTRACTOR and the COUNTY. The Contractor shall make monthly payments, payable to the Orange County Board of County Commissioners, in the amount specified by this contract to Orange County Board of County Commissioners by the 15th of each month.

C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the COUNTY. This certifies that all revenues have been properly accounted for and paid to the COUNTY.

ARTICLE 4 REQUIREMENTS CONTRACT

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

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

ARTICLE 5 INSURANCE REQUIREMENTS

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

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

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

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

Required Coverage:

Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 (one million dollars) per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit. Required Endorsements: Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents. Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent. Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

Required Endorsements:

Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations

Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. Required Endorsements:

Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit. Required Endorsements: Waiver of Subrogation- WC 00 03 13 or its equivalent

Required Endorsements:

Waiver of Subrogation- WC 00 03 13 or its equivalent

Additional Required Coverage:

Network Security & Data Breach- with a limit of not less than \$1,000,000 per occurrence/claim

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

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

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

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

The certificate holder shall read:

Orange County, Florida
c/o Risk Management Division
201 S. Rosalind Avenue
Orlando, Florida 32801

ARTICLE 6 INDEMNIFICATION

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

ARTICLE 7 FEDERAL AND STATE TAX

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

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

ARTICLE 8 AVAILABILITY OF FUNDS

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

ARTICLE 9 CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required

hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

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

ARTICLE 10 TERMINATION

A. Termination for Default:

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

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

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

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

1. Stop work on the date and to the extent specified.

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

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

B. Termination for Convenience

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

ARTICLE 11 FORCE MAJEURE

1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor's control so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. That notwithstanding, the Contractor shall notify the County in writing within twenty-four (24) hours after the beginning of any such cause that would affect its performance hereunder and the County reserves the right the request additional information that supports the validity of the Contractor's Force Majeure claim. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.
2. If the Contractor's performance is delayed pursuant to this section for a period exceeding one (1) calendar days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the County's contract termination.
3. If the Contractor's performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract,

including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

ARTICLE 12 PERSONNEL

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

All of the services required hereafter shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

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

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONTRACTOR remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

ARTICLE 13 TRUTH IN NEGOTIATION CERTIFICATE

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

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

ARTICLE 14 ARREARS

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

ARTICLE 15 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 16 INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 17 CONTINGENT FEES

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

ARTICLE 18 ACCESS AND AUDITS

The CONTRACTOR shall establish and maintain a reasonable accounting system, which enables ready identification of CONTRACTOR'S cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The COUNTY or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the CONTRACTOR or its sub-Contractors as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the CONTRACTOR'S place of business. This right to audit shall include the CONTRACTOR'S sub-Contractors used to procure goods or services under the contract with the COUNTY. CONTRACTOR shall ensure the COUNTY has these same rights with sub-Contractor(s) and suppliers.

ARTICLE 19 EQUAL OPPORTUNITY

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

Further, the CONTRACTOR shall abide by the following provisions:

- A. The CONTRACTOR shall represent that the CONTRACTOR has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The CONTRACTOR shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.
- C. The provisions of the prime contract shall be incorporate by the CONTRACTOR into the contracts of any applicable subcontractors.

ARTICLE 20 DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.

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

ARTICLE 21 FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS.

By executing this contract the firm affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

ARTICLE 22 SCRUTINIZED COMPANIES

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

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

ARTICLE 23 MODIFICATIONS OF WORK

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

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

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

ARTICLE 24 CONTRACT CLAIMS

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

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

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

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

Contractor's/Contractors' written request for a final decision. The Procurement Manager's decision shall be final and conclusive.

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

ARTICLE 25 TOBACCO FREE CAMPUS

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

ARTICLE 26 VERIFICATION OF EMPLOYMENT STATUS

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

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

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

ARTICLE 27 LAWS AND REGULATIONS

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

ARTICLE 28 PRICE ESCALATION/DE-ESCALATION (CPI)

The County may allow a price escalation provision within this award. The original contract prices shall be firm for a 1-year period. A price escalation/de-escalation will be considered at annual intervals thereafter, provided the Contractor notifies the County, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the effective date. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov.

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

Current Index – Base Index / Base Index = % of Change

% of Change x 100 = **Percentage Change**

CPI-U Calculation Example:

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

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

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

ARTICLE 29 BUSINESS ASSOCIATE AGREEMENT

The Business Associate Agreement attached hereto shall govern all matters necessary to enforce the provisions of the HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164 as applicable to this contract.

**ARTICLE 30 CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER -
TERM CONTRACTS**

It is hereby made a part of this contract that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Orange County shall require a “first priority” basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay

contractual prices for all goods or services required during an emergency situation. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

ARTICLE 31 ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the Parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly.

ARTICLE 32 JURY WAIVER

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

ARTICLE 33 GOVERNING LAW AND VENUE

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

ARTICLE 34 NO REPRESENTATIONS

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

ARTICLE 35 AUTHORITY TO PRACTICE

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

ARTICLE 36 SEVERABILITY

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

ARTICLE 37 SUCCESSORS AND ASSIGNS

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

ARTICLE 38 REMEDIES

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

ARTICLE 39 ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 40 NOTICE

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

Orange County Board of County Commissioners
Procurement Division
Internal Operations Center II
400 East South Street
Orlando, Florida 32801

and if sent to the CONTRACTOR shall be mailed to:

Attn: Legal

Smart Communications Holding, Inc.

10491 72nd Street

Seminole, FL 33777

ARTICLE 41 ATTACHMENTS

The following attachment(s) is/are attached hereto, and made a part of this Contract in order of precedence:

1. ATTACHMENT 1 - BUSINESS ASSOCIATE AGREEMENT
2. ATTACHMENT 2 -ISS ENTERPRISE SECURITY STANDARDS – EXTERNAL DATA HOSTING
3. ATTACHMENT 3 – ORANGE COUNTY IT STANDARDS

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

CONTRACTOR:

Smart Communications Holding, Inc.
Company Name

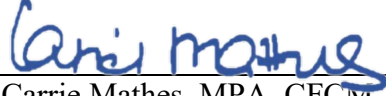

Signature

Jonathan Logan
Typed Name

CEO and President
Title

January 18, 2023
Date

ORANGE COUNTY, FLORIDA:


Carrie Mathes, MPA, CFCM, NIGP-CPP, CPPO,
C.P.M.
Procurement Division Manager

1.20.2023
Date

ATTACHMENT 1

ORANGE COUNTY, FLORIDA

and

SMART COMMUNICATIONS HOLDING, INC.

ADDENDUM TO CONTRACT NO. Y22-1010

related to

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

THIS ADDENDUM is by and between, **ORANGE COUNTY, FLORIDA** (the “County”), a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida 32801, on behalf of its ORANGE COUNTY CORRECTIONS DEPARTMENT (the “Covered Healthcare Component”), and **SMART COMMUNICATIONS HOLDING, INC.** (“Business Associate”), located at 10491 72ND STREET, SEMINOLE, FL 33777. The County and Business Associate may be referred to herein individually as “Party” or collectively as “Parties”.

RECITALS

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

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

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

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

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

WHEREAS, the County and Business Associate have entered, or will be entering into, a contract for services known as Contract No. Y22-1010 (the “Agreement”) and the Parties wish to adopt this Addendum to the Agreement in order to ensure that the Services provided by the Business Associate pursuant to the Agreement are provided in compliance with the requirements of the HIPAA Privacy and Security Rules, 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, §501.171, Florida Statutes, and 42 CFR Part 2, where applicable, and as amended.

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

Section 1. Incorporation

- A. **Recitals Incorporated.** The above recitals are true and correct and are hereby incorporated as a material part of this Addendum.

- B. HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, §501.171, Florida Statutes, and 42 CFR Part 2, where applicable and as amended, are hereby incorporated into this Addendum.

- C. To the extent that this Addendum, or the Agreement, imposes more stringent requirements than those contained in HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164, the Florida Information Protection Act, §501.171, Florida Statutes, and 42 CFR Part 2, where applicable and as amended, those more stringent requirements of this Addendum, or the Agreement, will control.

Section 2. Definitions.

- A. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in 45 CFR §§160.103, 162.103, 164.103, 164.402, and 164.501, and §501.171, Florida Statutes.
 - 1. ***Breach*** shall have the meaning given to such term as found in 45 CFR §164.402, and the Florida Information Protection Act, §501.171, Florida Statutes.

 - 2. ***Designated Record Set*** shall mean a group of records maintained by or for a covered entity that is: (a) the medical records and billing records about individuals maintained by or for a covered health care provider; (b) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (c) used, in whole or in part, by or for the covered entity to make decisions about individuals. For purposes of this paragraph, the term record

means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for a covered entity.

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

- password that is necessary to permit access to an individual's financial account;
- iv. Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
 - v. An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
 - vi. Any other identifier, as referenced in the Department of Health & Human Services "Safe Harbor Standards."
 - vii. The term "Personally Identifiable Information" does not include information about an individual that has been made publicly available by a federal, state, or local governmental entity. The term also does not include information that is encrypted, secured, or modified by any other method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable.
- b. A user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.
 - c. The PII provided pursuant to the Agreement shall be limited to what is necessary for the Business Associate to meet its obligations thereunder.
10. ***Protected Health Information ("PHI")*** shall mean an individual's identifiable health information that is – or has been – created, received, transmitted, or maintained in any form or medium, on or behalf of the County, with the exception of education records covered by the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, as amended, and the health care records of students at post-secondary educational institutions or of students eighteen (18) years of age or older, used exclusively for their health care treatment which have not been disclosed to anyone other than a health care provider at the student's request. The PHI provided pursuant to the Agreement shall limited to what is necessary for the Business Associate to meet its obligations thereunder.
11. ***Required by Law*** shall have the same meaning as the term "required by law" in 45 CFR §164.103.

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

Section 3. Scope of Agreement

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

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

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

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

10. Establish and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI and PII the Business Associate creates, receives, maintains, or transmits on behalf of the County.
11. Report to the County any Security Incident involving PHI and PII that the Business Associate discovers in the manner detailed in Section 7 below.

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

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

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

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

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

Section 5. Confidentiality

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

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

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

C. This provision shall not apply to Confidential Information:

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

Section 6. Security

A. **Security of Electronic Protected Health Information and Personal Information.** The Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI (as defined in 45 C.F.R. §160.103) and PII (as defined by §501.171, Florida Statutes) that the Business Associate creates, receives, maintains, or transmits on behalf of the County consistent with the HIPAA Privacy and Security Rules and FIPA.

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

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

Section 7. Reporting Requirements

- A. **Reporting.** The Business Associate shall make a good faith effort to identify any use or disclosure of protected information not provided for in this Addendum.
- B. **Reporting to the County.**
1. The Business Associate will report to the County within:
 - a. two (2) days of any suspected – or confirmed – access, use, or disclosure of PHI or PII, regardless of form, not permitted or required by this Addendum of which the Business Associate becomes aware; and
 - b. twenty-four (24) hours of discovery, any Security Incident of which the Business Associate is aware.
 2. Such report shall include the identification of each individual whose unsecured PHI and PII has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
 3. Reports of Security Incidents shall include a detailed description of each Incident, at a minimum, to include: (a) the date of the Incident; (b) the nature of the Incident; (c) the information involved, whether the information was accessed, disclosed, used, modified, destroyed, etc.; (d) the identities of the individual(s) and their relationship to the Business Associate; (e) a description of the Business Associate's response to each Incident; (f) and the name and title of the individual the County should contact for additional information.
 4. The Business Associate will conduct such further investigation as is reasonably required by the County and promptly advise the County of additional information pertinent to the Incident.
 5. The Business Associate will cooperate with the County in conducting any required risk analysis related to such Security Incident(s).
 6. The Business Associate will cooperate with the County in complying with any applicable notification requirements pursuant to the Breach Notification Rule and/or pursuant to Florida law (including but not limited to, §§501.171 and 817.5681, Florida Statutes), and in taking steps determined by the County to be necessary to mitigate any potential harm caused by a Security Incident. The Business Associate will pay and/or reimburse the County for any reasonable expenses the County incurs in notifying individuals of, and /or mitigating potential harm caused by, a Security Incident caused by the Business Associate and/or its subcontractors or agents.

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

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

E. **Reporting to HHS and the State of Florida Department of Legal Affairs.** The Business Associate shall cooperate with the County to provide notice to the Secretary of HHS of unsecured PHI and to the State of Florida, Department of Legal Affairs, of unsecured PII that has been acquired or disclosed in a breach. If the breach was with respect to five hundred (500) or more individuals, such notice must be provided immediately. If the breach was with respect to less than five hundred (500) individuals, the Business Associate may maintain a log of such breach occurring and annually submit such log to the County so that it may satisfy its obligation to notify the Secretary of HHS documenting such breaches occurring in the year involved.

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

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

breaches; and (e) contact procedures for individuals to ask questions or learn additional information, which shall include a toll free telephone number, an e-mail address, web site, or postal address.

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

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

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

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

Section 8. Termination

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

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

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

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

1. When the Agreement is terminated, the PHI and PII that the Business Associate received from, created, or received on behalf of the County must be destroyed or returned to the County, at the Business Associate's expense, including all PHI and PII in the possession of the Business Associate's subcontractors or agents. However, if the Business Associate determines that returning or destroying PHI and PII is not feasible, the Business Associate must maintain the privacy protections under this Addendum, and according to applicable law, for as long as the Business Associate retains the PHI and PII, and the Business Associate may only use or

disclose the PHI and PII for specific uses or disclosures that make it necessary for the Business Associate to retain the PHI and PII.

2. If the Business Associate determines that it is not feasible for the Business Associate to return PHI or PII in the subcontractor's or agent's possession, the Business Associate must provide a written explanation to the County of such reasons and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions contained in this Addendum to the subcontractor's or agent's use or disclosure of any PHI and PII retained after the termination of the Agreement, and to limit any further uses or disclosures for the purposes that make the return or destruction of the PHI or PII not feasible.

Section 9. Miscellaneous

- A. **Agreement Subject to All Applicable Laws.** The Parties recognize and agree that the Agreement, and any and all activities performed thereunder, is governed by federal, state, and local laws, including the regulations, rules, and policies of the U.S. Department of Health and Human Services including, but not limited to, HIPAA Privacy and Security Rules, FIPA, and their accompanying regulations. The Parties further recognize and agree that the Agreement is subject to new legislation as well as amendments to government regulations, rules, and police, and agree to amend this Addendum accordingly.
- B. **No Third Party Beneficiaries.** Nothing expressed or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties any rights, remedies, obligations, or liabilities whatsoever.
- C. **Survival.** The rights and obligations of the Parties in Sections 4, 5, 6, 7 in their entirety, as well as subsections 8D., 9E., 9G., and 9H., shall survive termination of the Agreement indefinitely.
- D. **Amendment.** This Addendum may only be revoked, amended, changed, or modified by a written amendment that is executed by both Parties.
- E. **Enforcement Costs and Attorneys Fees.** If any legal action or other proceedings, including arbitration, is brought for the enforcement of this Addendum, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Addendum, each Party will hereby be responsible for its own costs and attorneys' fees.
- F. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the County to comply with the Privacy and Security Rules.
- G. **Indemnification.** To the fullest extent permitted by law, the Business Associate shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or part by any act or omission of the Business Associate, anyone directly or

indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County. In the event the Business Associate is a state department or division, or a political subdivision of the State of Florida, indemnification shall follow the provisions of §768.28, Florida Statutes.

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

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

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

To the County: Orange County HIPAA Privacy Officer
2002-A East Michigan Street
Orlando, FL 32806
(407) 836-9214

AND

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

To the Business Associate: Attn: Legal
Smart Communications Holding, Inc.
10491 72nd Street
Seminole, FL 33777

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

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

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

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

O. **Entire Agreement.** The Agreement, this Addendum and/or any additional addenda or amendments to the Agreement, any documents incorporated herein by reference, and/or attachments hereto, shall construe the entire understanding between the Parties as to the rights, obligations, duties, and services to be performed hereunder.

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

BY: Lari Mathis

DATE: 1.20.2023

THE BUSINESS ASSOCIATE

Business Associate: Smart Communications Holding, Inc.

By: [Signature]

Printed Name: Jonathan Logan

Official Title: CEO and President

Date: January 18, 2023

STATE OF Florida)

COUNTY OF Pinellas)

The foregoing instrument was acknowledged before me this 18th day of January 2023, by Jonathan Logan, President and CEO.

(Seal)  **NOREEN A. GUNNING**
Notary Public
State of Florida
Comm# HH257915
Expires 4/27/2026

[Signature]
Signature Notary Public
Print, Type/Stamp Name of Notary

Personally Known or Produced Identification []

Type of Identification Produced: _____

EXHIBIT A

SCOPE OF SERVICES

1. ORANGE COUNTY CORRECTIONS DEPARTMENT OVERVIEW

The Orange County Corrections Department (OCCD) administrative office and main jail complex is located at 3723 Vision Blvd, Orlando, Florida and is a department of Orange County Government, reporting to the Mayor of Orange County and the Board of County Commissioners.

The OCCD had an average daily population of 2,474 in Fiscal Year 2021. The inmates are housed in 7 buildings located on the Corrections Complex on Vision Blvd. and the Orange County Work Release Center (WRC), located about 4 miles east of the main compound, at 120 W. Kaley Street, Orlando. The Work Release Center is capable of housing up to 300 inmates when operational but is currently closed and a reopening decision and date are pending. All of the jail buildings including the Work Release Center (if reopened) require electronic tablets and Kiosks to serve the inmate population and shall be provided by the Contractor for the services specified herein. The number of inmate bookings varies from year to year, with 2021 bookings totaling 30,151.

2. PERFORMANCE

The Contractor shall provide all equipment, software, labor, maintenance, and support required for the installation, implementation, and operation of a secured mail and tablet/kiosk technology system at the Orange County Corrections Department. The system shall be able to handle 100% of the inmate population.

The Contractor shall provide all supervision, labor, material, equipment, hardware, software, documentation, training, technical support and supplies necessary to install, operate and maintain the secure mail and tablet/kiosk system for OCCD at no cost to the County.

This is a fee based contract and the Contractor shall pay a monthly commission to the County based on the gross revenue resulting from charges to the inmates for the use of this system. Commissions shall be paid to the County on a monthly basis within 15 days after the close of the month and shall be accompanied by a detailed commission report and signed statement of accuracy by an authorized representative of the Contractor.

3. NETWORK AND HARDWARE REQUIREMENTS:

- A. All equipment provided by the Contractor shall be new, in current production, and considered to be state-of-the-art technology, by the industry, at the time of installation.
- B. Network Compliance: The system shall be compliant with Federal and State Criminal Justice Information (CJI) System standards

Data Security: The application shall comply with all related ISS security and IT standards for software and hardware per Attachment 2 -Iss Enterprise Security Standards – External Data Hosting and Attachment 3 – Orange County It Standards.

- C. The system shall comply with ADA, Americans with Disabilities Act, WCAG, Web Content Accessibility Guidelines and Section 508, Amendment to the Rehabilitation Act of 1973 standards.
- D. The system shall be open architecture with standard Application Programming Interfaces (APIs) to allow ease of integration with existing and future systems.
- E. Orange County’s Information Systems and Services (ISS) will evaluate potential data exchange mechanisms before design finalization.
- F. Data Exchange: Before exchanging (CJI), agencies shall put formal agreements in place that specify security controls. The exchange of information may take several forms including electronic mail, instant messages, web services, facsimile, hard copy, and information systems sending, receiving and storing CJI.
- G. Hardware Assessment: ISS will evaluate the model tablet for compliance and provide the Contractor with comments, rejection, or approval to proceed.
- H. Network Isolation: The entire network infrastructure of the solution shall be isolated, this includes any wired server/kiosk involved that needs to be installed at the facility.
- I. Wiring: The Contractor shall provide their own copper and fiber infrastructure for their network. This will include the conduit system, rack space and patch panels for the fiber and copper cables termination. The Contractor shall provide their own dedicated power, UPS back up and the rack space for their hardware.
- J. All equipment that requires continuous power shall be supported with UPS back up power system.
- K. Internet: The Contractor shall procure their own internet connection from an available Internet Service Provider (ISP) at no cost to the County.
- L. Secure Wireless Network: The Contractor shall furnish secure and independent network connectivity for all tablet services. This will allow for continuous monitoring and content updates, and will not conflict with any existing or future wired or wireless network in the facility. The Contractor shall create adequate wireless access points separation between their wireless devices and the County’s own wireless access points. In the case of a conflict, it is the sole responsibility of the Contractor to correct any issues. The Contractor shall ensure that the network meets all state and federal security standards. The County may require additional wireless access points in the event of inmate or jail expansion that the Contractor shall provide at no additional cost.
- M. An Independent Network: Tablets shall utilize a separate dedicated network for all services. The Contractor’s systems shall be robust and capable of providing excellent,

(as defined by the industry), Wifi and broadband capacity. In the event of a disruption of services the Contractor shall address all systems, Wifi and broadband deficiencies immediately to ensure continuous, uninterrupted services without assistance from the County.

- N. Security: The Contractor shall provide security protocols, encryption & firewalls including but not limited to the prevention of device tampering, elimination of all background application functionality and removal of external menus, options and input areas. Tablets shall not allow access to unauthorized internet sites, as deemed by OCCD, at any time.
- O. Full Access Control Software: The Contractor shall provide access control functionality to control which inmates currently have access to or are locked out of the tablets.
- P. Web Based Software: The Contractor shall provide a private/isolated, intranet web-based access to tablet command and controls capabilities, including, but not limited to the ability to suspend an inmate or friends and family privileges for a set amount of time or until a specified date and time. The Contractor's solution shall be compatible with Chrome, Safari, Firefox, Edge Web browsers and shall be accessible from both Microsoft Windows and Apple OS X platforms.
- Q. Access control by group and individual: The Contractor shall provide the ability for staff to block tablet access for specific inmates or groups for a predefined period of time.
- R. No escalation of privileges in the event of failure: The Contractor shall ensure the devices are tamperproof. In the event of any component failure, the event shall not be capable of granting escalated access privileges.
- S. The Contractor shall provide 5,000 earpieces/headphones to Orange County Corrections at no additional cost. The Contractor will not be responsible for providing the earpieces/headphones after the initial 5,000 have been provided.

4. OPERATIONAL REQUIREMENTS:

- A. Tablet Ownership & Maintenance: The tablets shall be owned by the Contractor who is responsible for all installation, maintenance and ongoing support.
- B. Auditing/Reporting: The Contractor shall ensure that tablets include a comprehensive inmate reporting system. Inmate tablet usage (per inmate/staff) shall be fully auditable, and data shall be available to facility staff.
- C. Newly booked or moved Individuals: The Contractor's tablets shall automatically allow access to newly booked inmates, or inmates who are moved between housing units, without staff involvement.

- D. No Inmate-to-Inmate Communications: The Contractor shall ensure that inmate to inmate communication cannot occur through the proposed system and tablets.
- E. Pin-based Login: The Contractor shall provide a PIN based inmate login to allow access to be customized to the inmate who is using the tablet.
- F. Chain of Custody: The Contractor shall retain all submitted grievance, request forms and will not delete them. This submitted information shall be searchable, sortable and able to be filtered.
- G. The Contractor's tablet solution shall host the County's existing trust fund Commissary Order Form solution. This shall not allow inmates to pay for tablet use directly from their trust fund account.
- H. Wireless Charging: The Contractor shall ensure that inmate tablets shall not interface directly with live electrical current within inmate accessible areas. The Contractor's tablets shall utilize inductive chargers for increased safety and security.
- I. Complete Data Access: The Contractor shall provide a private/isolated, intranet web-based access to tablet information portal, including the ability to instantly review all tablet usage data including by-inmate and by tablet data, and summary data for all tablets. Any message exchange between inmates and approved contacts is reviewable and searchable by County staff.
- J. The Contractor shall provide OCCD the ability to redirect mail for investigative purposes.
- K. The tablets shall have the ability to conduct phone and video calls with the ability for OCCD staff to restrict/enable this feature for designated tablets or have it available for current or future use.
- L. Portal Management: The web portal used by Corrections' staff to access/administer/review this information shall only be accessible from within the private, isolated network to which these devices are connected.
- M. Public Access: The Contractor shall allow inmates the ability to retrieve electronic copies of their processed mail for twelve (12) months from the date of their release from the facility.
- N. Data Ownership: All collected data, including tablet communication and usage data, is property of the County and shall be stored for the life of the contract and extensions.
- O. No County staff time requirements: The Contractor's inmate tablets shall not require staff time to demonstrate nor operate and shall not add responsibilities to any County staff members.
- P. Number of Tablets: The Contractor shall provide a minimum of one (1) secure inmate tablet per five (5) inmates. After initial installation of the equipment, the number of

- tablets may increase, decrease, or be modified based on OCCD's requirements at no additional cost to the County.
- Q. Upon completion of installation, the Contractor shall provide an electronic list of inventory including all tablets/kiosks, charging stations, serial numbers, and identifying locations.
 - R. Prime Provider: The Contractor is the prime developer and provider of the inmate tablet technology and service.
 - S. No Cost to the facility: The Contractor shall provide all hardware and services at no cost to the County.
 - T. Customer Support (24/7/365): The Contractor shall provide facility service and technical support for all proposed products. Support shall be available 24/7/365 at no cost to the County, answered by live operators who shall be able to answer questions, record requests for service (including reporting of broken equipment), reset passwords, and set up new users accounts.
 - U. The Contractor shall provide a minimum of **one (1) full-time technical support staff** on County property from (8:00AM-5:00PM), Monday through Friday and on call as needed throughout the contract. The Contractor shall respond to outages within **one (1) hour** of notification of any systems outage.
 - V. Service and repairs to tablets by the Contractor shall occur within 24 hours after notification to the Contractor without any cost to the County.
 - W. Training: The Contractor shall perform all necessary on-site training, both initial and on-going as needed, at no cost to the County through the term and all renewals of the agreement.
 - X. The Contractor shall ensure the ability for tablets/kiosks to provide multilingual options and translation.
 - Y. The system shall be able to provide detailed reports and recordings of inmate activity on the tablets/kiosks as well as live monitoring functionality.
 - Z. The Contractor shall provide a software that shall provide an automated "watch word" tracking system for review of mail and notification of suspicious mail. This feature shall provide an option for printing results with highlights and without.
 - AA. The Contractor shall store mail for designated time frame and proper disposal of all mail after designated time frame to be determined by OCCD.
 - BB. The Contractor shall provide different security levels that can be assigned by a system administrator.
 - CC. OCCD staff will determine which features of the system they wish to utilize. System shall allow for features to be turned off by OCCD or only be available upon request and approval.

5. INMATE SOFTWARE INTERFACE:

- A. User Agreement: Tablet/kiosk software shall include a fee notification statement and require each inmate to accept terms and conditions of tablet/kiosk program prior to being granted use.
- B. Inmate Handbook/Communication: The Contractor shall provide the ability of OCCD to input the Inmate Handbook(s) and/or video of the inmate handbook, and any other communication points OCCD staff needs to provide to inmates.
- C. Inmate Grievances and Requests: The Contractor shall provide a complete digital inmate grievance and inmate request system available to all users of the tablet/kiosk system. This system shall allow the creation, publishing, and management of digital forms and allow submissions to be routed to specific individuals. The system shall support follow-up communication with the staff member who receives the submission.
- D. Routing of Requests: The Contractor shall allow OCCD staff to control the routing of submitted digital requests and grievances to key staff and/or contractors.
- E. Legal Research/Law Library: The Contractor provides Law Library access via Web/HTML-based legal research/law library content that provides access to Federal and State case law and legal dictionary to inmates. The Contractor shall support a variety of law library systems in the event that a third party provider changes in the future. This will be a no cost service to the inmate or the County.
- F. Religious Content: The Contractor shall provide diverse religious content to meet the needs of inmates.
- G. Educational Content: The Contractor shall provide the capability of displaying educational content as well as the ability for communication between OCCD staff and inmates regarding education/programming.
- H. Secure Messaging: The Contractor shall provide a messaging solution that allows inmates and approved contacts to exchange electronic typed messages. This solution shall trigger alarms based on watchwords, allow text searches across messages, and permit jail staff to conduct efficient and speedy reviews of messages. Messaging shall have a feature to detect emails that were sent, copied and pasted and sent to a different inmate.
- I. Internal messaging: The system shall provide a means for staff to direct message inmates and control if a response is permitted.
- J. Electronic Photographs: The Contractor shall provide a photo sharing solution that allows approved contacts to share digital photographs with inmates. OCCD will manually review each photo for nudity and offensive behavior before it is uploaded for inmates to view. Inmates may not take or share photographs.
- K. Entertainment: Inmate tablets shall provide approved entertainment options for inmates, such as: sports scores, music, non-violent games, and other inmate appropriate entertainment as determined by OCCD.

- L. Content Blocking: The Contractor shall allow OCCD staff to block specific content offerings either temporarily or permanently if OCCD staff anticipates that the content will provide safety and/or security problems for the facility.
- M. Commissary Ordering: The Contractor's tablets/kiosks shall support the ability for inmates to place commissary orders electronically, interfacing directly with the facilities commissary contractor without involving OCCD staff and time.
- N. Medical Requests: The Contractor tablets/kiosks shall support the ability for inmates to make medical requests such as sick call requests.
- O. The Contractor shall have system capability to provide Telehealth visits as well as Video Visitation visits in the event the County decides to move towards utilizing this feature in the future, at no cost to the County.
- P. Inmate Payments: OCCD will have the sole discretion as to the type of payments that will be accepted. OCCD does not permit inmates to be permitted to utilize their inmate accounts to make purchases.
- Q. Inmate Additional: The Contractor's tablets/kiosks shall provide options for inmate self-improvement, such as personal finance, employment, national news, learning options, etc.
- R. Time Management: OCCD will be able to set time limits for tablet use.
- S. Translation: The Contractor shall provide a system that is capable of translating messages from different languages.
- T. Electronic Legal Mail Cart: The Contractor shall provide a legal mail issuance solution. The sole decision to utilize this feature will be decided by OCCD and can be cancelled at any time at the request of OCCD.

6. **SECURITY REQUIREMENTS:**

- A. The Contractor's employees shall submit to a full Criminal Background check, at no expense to the Contractor and be approved by OCCD prior to being authorized access to the jail facilities. All employees of the Contractor shall comply with the County's policies and procedures and shall attend the mandatory initial four (4) hour block training and any additional training as required for contract staff working at the OCCD complex at no additional cost to the County.
- B. The Contractor shall obtain all required certifications concerning viewing/sharing CJI at no cost to the County.
- C. The County, at its own discretion, reserves the right to request removal of any of the Contractor's employees from its premises.
- D. The Contractor shall ensure that any onsite technicians meet all of the County's security requirements and levels of approval per the OCCD and background checks.
- E. Security Layers: The Contractor shall ensure that all networked traffic utilizes a proxy server firewall configured to only allow approved addresses and content.

F. Tablets/kiosks shall not include removable parts such as batteries.

EXHIBIT B

ALL costs associated with performance of the contract including travel and out-of-pocket expenses are the responsibility of the proposer.

Revenue shall be a percentage based on gross revenue. Fee schedule shall also indicate fees to inmates.

SCHEDULE OF REVENUES FORM RFP#Y22-1010-AV

The Contractor shall provide all labor, equipment, manpower and other resources necessary to provide the goods or services in strict accordance with the scope of services, specifications defined in this solicitation for the amounts specified in this Schedule of Revenues Form.

REVENUE TO THE COUNTY

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	X	UNIT PRICE (PERCENT)	=	ESTIMATED ANNUAL TOTAL REVENUE TO THE COUNTY
1.	Commission Rate based on Gross Revenue	\$183,000	X	10.0 %	=	\$18,300.00

FEE TO INMATES

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	X	TOTAL FEE TO INMATES FOR USE	=	ESTIMATED ANNUAL TOTAL REVENUE FROM INMATES
2.	Unit Cost of Sent Emails/Photos (Cost to Users)	900,000 each	X	\$ 0.50 /ea	=	\$ 450,000.00
3.	Unit Cost of Received Electronic Mail/Photo (Cost to Users)	15,000 each	X	\$ 0.50 /ea	=	\$7,500.00

Company Name: Smart Communications Holding, Inc.

EXTERNAL DATA HOSTING STANDARD

1.0 Purpose

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

2.0 Scope

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

3.0 Audience

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

4.0 Policies

4.1 Data Input and Processing

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

4.2 Data Storage and Handling

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

4.3 Transmission of Data

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

4.4 Disposal of Data

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

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

4.5 External Audit

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

5.0 Definitions

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

6.0 Revision History

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

Orange County, Florida,
Information Technology Standards



1/11/2022

Table of Contents

1.0	Introduction to Orange County IT Standards.....	1
2.0	Authorized Products for New Purchases.....	2
2.1	Authorized Hardware.....	2
2.2	Authorized Software for Desktops and Laptops.....	3
2.3	Authorized Network Connectivity.....	4
2.4	Authorized Client Based Databases.....	4
2.5	Authorized Mobile Devices.....	5
2.6	Authorized Peripherals and Accessories.....	7
3.0	Unsupported Products.....	8
3.1	Unsupported Hardware.....	8
3.2	Unsupported Software.....	8
3.3	Unsupported Client Databases.....	8
3.4	Unsupported Peripherals and Accessories.....	8
4.0	Prohibited Products.....	8
4.1	Prohibited Hardware.....	8
4.2	Prohibited Software.....	9
4.3	Prohibited Network Protocols.....	9
4.4	Prohibited Peripherals and Accessories.....	9
5.0	Standards for In-House Servers and Server Operating Systems.....	10
5.1	Microsoft Windows-Based Server Requirements.....	10
5.2	Linux-Based Server Requirements.....	11
5.3	Oracle-Based Server Requirements.....	11
5.4	Microsoft SQL-Based Server Requirements.....	12
6.0	Network Systems Requirements.....	13
6.1	Protocol Node Names and Addresses.....	13
6.2	Bridges, Routers, and Gateways.....	13
6.3	Network Security.....	14
6.4	Network Components.....	14
6.5	Network Circuits.....	15
6.6	Network Installation.....	15
6.7	Network Trouble Reporting.....	15
6.8	Network Performance Management.....	15
6.9	Network Documentation.....	15
7.0	IP Telephony Standards.....	16
7.1	Telecom Connectivity and Applications.....	16
7.2	Unwanted Calls.....	16
8.0	Externally-Hosted System Standards.....	17
8.1	Data Input and Processing.....	17
8.2	Data Storage and Handling.....	17
8.3	Transmission of Data.....	17
8.4	Disposal of Data.....	17
8.5	External Audits.....	17
9.0	Data Center Standards.....	18
10.0	Acronyms.....	18

1.0 Introduction to Orange County IT Standards

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

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

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

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

- ISS personnel are responsible for ordering all new computers, software, servers, telephones, and mobile devices for use by County employees. Hardware and software orders arrive at the ISS Warehouse at 3517 Parkway Center Court, Orlando, FL 32808.
2. Submit orders by opening a ticket to request the new equipment or software using the ISS Support Center's SupportCenter@ocfl.net email address. All purchase requests require approval in two forms. Initial request approval is by the customer's manager as indicated in the Peoplesoft "Reports To" field. Updates and Changes should be submitted through an ECN to HR. The secondary approval must come from a divisional representative with purchasing limit approvals. The emails will include pertinent information about the requested item(s). If sufficient details are not included in the initial email request, ISS staff will reach out to gather necessary information for the order. A list of authorized new products for purchase begins on the following page.
- ISS Warehouse personnel are responsible for coordinating with the Comptroller's Office staff to apply County asset inventory tags on computer components, as necessary, prior to installation of the equipment. No one but the Comptrollers staff can add or remove asset tags.
 - ISS Support personnel will install all operating systems and software. At the time of installation, ISS Support personnel must receive a copy of all installation software, along with written installation instructions, and licensing documentation. ISS will not install software without proof of licensing.
 - All installed computers must, at a minimum, have the following:
 - ISS-installed anti-virus software
 - Computer configuration policy control for group management of devices by Active Directory
 - Remote access only as designated by ISS (ISS prohibits the use of Virtual Network Computing [VNC] and Remote Desktop computing.)
 - ISS-approved remote monitoring and management tools
 - Only ISS personnel shall have administrative rights.
 - Hardware must be a standard supported model
 - ISS Enterprise Security is responsible for ISS video service; however, deployment of video equipment on the local government network must be discussed with staff members of the Data Network Team prior to purchase to determine compatibility, bandwidth, network equipment requirements, and installation feasibility.

- Generally, ISS does not support multicast on the County networks, except in specific special cases.

2.0 Authorized Products for New Purchases

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

2.1 Authorized Hardware

Dell Desktop Computer

Dell OptiPlex 7090 Small Form Factor (SFF) (does **not** include monitor or Microsoft Office Software)

- Intel Core i5 Processor
- Windows 10 Professional 64-bit
- 256 GB Solid State Drive (SSD) Hard Drive
- 8 GB Random Access Memory (RAM)
- USB Keyboard and Mouse
- Display Port to DVI Adapter 6' Cable
- 3-Year Onsite Hardware warranty

Dell Precision CAD Workstation

Dell Precision T3431 SFF (does **not** include monitor or Microsoft Office Software)

- Intel Core i7-9700 Processor
- Windows 10 Professional 64-bit
- 32GB RAM
- 512GB SSD Hard Drive
- NVIDIA Quadro P1000 4GB, (4 mDP) Video
- DVD RW Optical Drive
- USB Keyboard and Mouse
- 3-year Onsite Hardware warranty
- StarTech Mini DP to DP 1.2 4k 6' Cable (Included separately)

Dell Latitude Laptop - Standard User CDW # 6417629 Mfg., Part# : 3000077256394 (valid until July 14/2021)

Dell Latitude 5420 Laptop (does **not** include Docking Station, Case, or Microsoft Office Software)

- Intel Core i5
- Windows 10 Professional 64-bit
- 14.0" FHD (1920 x 1080) Non-Touch Anti-Glare LCD
- 512 GB SSD Hard Drive
- 8 GB RAM (16GB Optional)
- Internal Aircard (Optional)
- **NO** DVD-ROM Drive
- HD & IR Camera w/Microphone
- 3-Year Absolute Resilience Protection
- 3-Years Onsite Hardware warranty
- Optional Accessories (must be explicitly requested)
 - Dell WD19TB Docking Station
 - Dell KM717 Premier Wireless Keyboard/Mouse Set
 - Pro Briefcase 15 Carrying Case
 - Backpack Case

Dell Precision Laptop - Standard User CDW #6506832 Mfg., Part# : 3000083439959 (valid until July 14/2021)

Dell Precision 3560 Laptop (does not include Docking Station, Case, or Microsoft Office Software)

- Intel Core i5
- Windows 10 Professional 64-bit
- 15.6" FHD (1920 x 1080) Non-Touch Anti-Glare LCD
- 512 GB SSD Hard Drive
- 8 GB RAM (16GB Optional)
- Internal Aircard (Optional)
- **NO** DVD-ROM Drive
- LCD RGB & IR Camera w/Microphone
- 3-Year Absolute Resilience Protection
- 3-Years Onsite Hardware warranty
- Optional Accessories (must be explicitly requested)
 - Dell WD19TB Docking Station
 - Dell KM717 Premier Wireless Keyboard/Mouse Set
 - Pro Briefcase 16 Carrying Case
 - Backpack Case

Dell Docking Stations

- Dell 5410 Compatible:: CDW # 6081932, DELL CTO THUNDERBOLT DOCKMfg. Part# : 3000061015836
- Dell Precision Compatible: Dell Performance Dock. Model#WD19DC

Dell Wireless Keyboard /Mouse

- CDW # 6081940, DELL CTO PREMIER WRLS KEYB/MOUSE KM717Mfg. Part#: 3000061015837

DELL CTO PRO BRIEFCASE

- CDW # 6081935, DELL CTO PRO BRIEFCASE 15Mfg. Part#: 3000061015839

2.2 Authorized Software for Desktops and Laptops

- Microsoft Windows 10 Pro Operating System current version or 1 version prior
- Internet Explorer 11 and Google Chrome (**Note:** Browser customizations are unsupported)
- Microsoft Office 2019 Pro Plus Microsoft Office Pro Plus, current version or 1 version prior
- All Microsoft Office applications on the same PC must have matching software versions (i.e., Project, Visio, Word, Power Point, Access, etc.).
- Microsoft Visio 2019 Pro/Standard Microsoft Office Pro Plus, current version or 1 version prior
- Microsoft Project 2019 Pro/Standard current version or 1 version prior
- Microsoft Visual Studio 2019 Pro current version or 1 version prior
- ISS Desktop Support must pre-approve any application requiring the use of Active X controls. At a minimum, the application must meet the following criteria:
 - It must be an .MSI file with silent installation/distribution from the command line.
 - It must install and operate without end-user administrator permissions.
- Java 1.8.25 – Only supported version of Java
- Silverlight – latest version
- Bomgar or WebEx for remote access
- Adobe Acrobat Pro 2020, current version or 1 version prior.
 - Please note that older versions may not be able to view newer version files. Check compatibility before ordering.
- Adobe Acrobat Reader DC.

2.3 Authorized Network Connectivity

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

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

- ISS must install the Operating System and software on the device.
- ISS must receive a copy of all software and installation instructions.
- Hardware must be a standard supported model (see also hardware section 2.1).
- SCCM management client and Antivirus software must be installed.
- PGP is required on all laptops.
- The device must receive Windows updates and computer configuration changes via Active Directory policies.
- Only ISS personnel shall have administrative rights.
- VNC and Remote Desktop are not permitted.

2.4 Authorized Client Based Databases

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

2.5 Authorized Mobile Devices

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

Conventional Phones

Legacy phone with data & texting disabled

- Kyocera DuraXE Epic

Android Phones

County Android phones must run Android Version 9.0 or above.

- Samsung Galaxy S20FE (AT&T)
- Samsung Galaxy S20FE (Verizon)
- Samsung XCover Pro (Rugged. Only on Verizon)

Tablets

- Tab S7FE 64GB (Wi-Fi Only) **Android**
- Tab S7FE 64GB (Wi-Fi & Cellular Capable) **Android**
- iPad 8th Gen 128GB (Wi-Fi Only) **iOS**
- iPad 8th Gen 128GB (Wi-Fi & Cellular Capable) **iOS**

2.6 Authorized Peripherals and Accessories

Black and White LaserJet Printers

- HP LaserJet Pro 404n (500 to 2,000 pages per month) < 4 users
- HP LaserJet M506dn or M507dn (5-10 people, 1,500 to 5,000 pages per month + secure printing)
- HP LaserJet M608dn (10-25 people, 5,000 to 16,000 pages/month + secure printing)

Color LaserJet Printers

- HP Color LaserJet Pro M454 (750-4,000 pages per month, small paper tray)
- HP Color Laserjet Enterprise M652dn (2,500 to 17,000 pages/month + secure printing)

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

- HP MFP M428fdn (750 to 4,000 pages per month, B/W)
- HP color MFP M281fdw (1 or 2 people, occasional scanning)
- HP color MFP M479fdn (750 to 4,000 pages per month)
- HP color MFP M578dn (2,000 to 7,500 pages per month)

Specialty Printers

- Label Printers: Zebra
- Badge Printers: Fargo Model HDP6600
- Note: *Zebra printers are label printers for Pharmacies and the Fargo printers are HR printers for ID badges.*

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

- Toshiba Copiers
- Canon Copiers

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

- Fujitsu ScanSnap iX1600 (30 pages per minute [ppm], 50 sheet ADF, Connected via USB)
- Fujitsu fi-7160 (60 ppm-mono and color, 80 sheet ADF, Connected via USB)
- Fujitsu N7100 (25ppm, 50 sheet ADF, Networked)

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

Note: ISS must review and approve Desktop, Copier, and combo unit purchases used for printing from the PC. Contact SupportCenter@ocfl.net for more information and assistance.

3.0 Unsupported Products

3.1 Unsupported Hardware

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

3.2 Unsupported Software

- MS Office platforms 2 versions prior to current (including Visio & Project)
- Non MS Windows-based operating systems
- Safari Web Browser
- MS Office plug-ins or VBScripts
- Windows Applications from the Windows App Store
- Freeware
- Microsoft Windows 7, XP, 98, 95 and 3.5.1 are no longer Orange County Standard (No new applications can be purchased for Win 7 computers)
- Freelance
- SHL Vision & Vision Express, WIN9x/WINNT/UNIX
- Reflections
- Chrome extensions

3.3 Unsupported Client Databases

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

3.4 Unsupported Peripherals and Accessories

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

4.0 Prohibited Products

4.1 Prohibited Hardware

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

4.2 Prohibited Software

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

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

4.3 Prohibited Network Protocols

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

4.4 Prohibited Peripherals and Accessories

- Portable music devices
- Webcams (exceptions with Manager approval)
- Printer sharing through a PC
- Wireless printing

5.0 Standards for In-House Servers and Server Operating Systems

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

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

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

5.1 Microsoft Windows-Based Server Requirements

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

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

5.2 Linux-Based Server Requirements

- RHEL 7 or greater, kernel 3.0 or greater, 64 bit architecture
- Server names will be determined by the Linux team
- The vendor will provide minimum hardware and software requirements
- Graphic user interface will not be installed (headless servers only)
- 50 GB root partition
- Will utilize SAN storage exclusively
- Root login must be disabled
- All servers must be joined to the OCFL.NET domain - all users will login using their AD credentials
- Local users will be created only for system and application processes
- Local users login will be disabled
- Configuration management will be done through Ansible
- Telnet must be disabled
- FTP and SFTP must be disabled
- Firewall should NOT be disabled
- SELinux should NOT be disabled
- All administrative tasks must be carried out via SSH
- All servers must be configured to be monitored by Solar Winds
- Applications will be installed using a unique user ID and unique group ID.
- Purge application and system logs, as needed.
- New requests for Linux servers should be reviewed and approved by the Linux Team
- Applications Will not:
 - Have a web interface that allows users to access the system as a privileged account.
 - Run root processes.
 - Be installed in any file system that is part of root.
 - Write log files to any file system that is part of root.
 - Update root system's files during installation

5.3 Oracle-Based Server Requirements (Legacy Support)

- County-supported Oracle versions are: Oracle Enterprise Edition current version or 1 version prior that is supported by Oracle.
- County-supported environment for Oracle databases is RHEL Linux.
- Database setup shall be compliant with Oracle's Optimal Flexible Architecture (OFA) file naming conventions
- Applications must be installed under separate schema not requiring Database Administrator (DBA) privileges or DBA type privileges. Applications will not require or use the Linux Oracle account.
- Applications will provide a security module to manage user IDs and permissions.
- Applications shall support Orange County's Encryption policy's whether at table space or column level for Sensitive/Protected data without impacting performance.
- Application vendors shall identify and document Sensitive/Protected data field/s as defined in Orange County Security Standards Policy.
- Application vendors shall provide all database creation scripts and any other required scripts to build, maintain, and support the database environment.
- Application vendors shall provide all documentation related to all database creation scripts and

any other required scripts to build, maintain, and support the database environment.

- ISS personnel shall install databases using vendor provided scripts, initialization parameters, and any special performance related parameters.
- Oracle's Administrator (SYSADM) account must not be required for software to operate.
NOTE: If SYSADM privileges are required for installation, a County Database Administrator shall perform the installation vendor supplied scripts under the application vendor's direction.

5.4 Microsoft SQL-Based Server Requirements (Preferred Standard Database for current and future use)

- County-supported Microsoft SQL Server versions are: MS SQL Server Enterprise Edition current version or 1 version prior that is supported by MS.
- Database installations must be on a separate server from the application executables and support files. Database installations cannot be installed to the C: drive of the Windows Server. Applications will allow the ISS Database Administrator to specify the drives and directories where the database files will reside.
- MSDE, SQL Server Express, or MS Access based software are prohibited.
- Applications must support SQL Servers Integrated Security model.
- Applications shall support Orange County's Encryption policy's weather at table space or column level for Sensitive/Protected data without impacting performance.
- Application vendors shall identify and document Sensitive/Protected data field/s as defined in Orange County Security Standards Policy.
- Applications must contain a security module to manage user ID's and permissions, with no blank or hard-coded passwords allowed.
- Applications shall support a Cluster aware environment.
- ISS prohibits use of applications that create, update, or delete of any files on the database server outside the constructs of the database engine.
- ISS prohibits use of applications that create new databases or persistent database objects as part of its operation.
- Applications shall support application database backups/restores using the County's Enterprise Backup Tool. Currently, the County standard is CommVault's Galaxy iData-Agent for SQL Server.
- Applications must provide an audit mechanism to record the date, time, and user id that last modified a given row in an application table.
- Applications must utilize database referential integrity.
- Server Administrator privileges are not permitted.

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

6.0 Network Systems Requirements

6.1 Protocol Node Names and Addresses

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

10.0.0.0	- 10.255.255.255/8
172.16.0.0	- 172.31.255.255/12
192.168.0.0	- 192.168.255.255/16

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

6.2 Bridges, Routers, and Gateways

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

6.3 Network Security

- All default accounts on all processors connected to the network will either be disabled or have

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

Wireless Local Area Network (LAN) (Ethernet) Security

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

Wireless Wide Area Network (WAN) Security

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

6.4 Network Components

Transmission Media

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

Transmission Methods

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

Supported LAN Types

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

6.5 Network Circuits

- The NOC will design all WAN networks and, if required, procure leased data communications circuits from the Carrier.
- The NOC will act as the central point of contact between all entities using WAN circuits.

- The NOC will be notified by the affected entity and/or the ISS Support Center of service affecting WAN outages.
- The ISS Support Center (407-836-2929 or 6-2929) and the NOC will be responsible for coordinating successful repair of WAN circuits.
- The NOC will be responsible for ordering the disconnection and termination of leased data circuits upon notification by the customer.
- Critical LANs and/or WANs may be designed with duplicate, automatic, redundant circuits and electronics to provide automatic recovery of data communications.
- Circuits leased by any entity (other than the County) will be managed by that entity's technical staff.
- A Remote Site is available for recovery of certain critical applications and County networks in the event of a formally declared disaster.

6.6 Network Installation

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

6.7 Network Trouble Reporting

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

6.8 Network Performance Management

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

requested.

6.9 Network Documentation

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

7.0 IP Telephony Standards

The definition of IP telephony is telephones and a Private Branch Exchange (PBX) with an integral Ethernet Network Information Card (NIC) using the Internet Protocol to communicate.

7.1 Telecom Connectivity and Applications

- All telecom related applications must be certified under the Avaya DevConnect program and compatible with the County's current level of Avaya Communications Manager for the appropriate site.
- The Telecom Unit must approve all peripheral applications, or software, prior to purchase.
- IP phones must derive their electrical power from the CAT-6/5e Ethernet cable. (POE type-1, 802.af standard)
- Ethernet switches in the closets will be used to provide in-line DC power through the CAT-5e patch panels.
- All Ethernet electronics used in this configuration will have a UPS attached.
- If the IP phone has a provision to connect the desktop PC into the same Ethernet as the phone, then the IP phone must use Ethernet switch technology. Use of a hub/repeater is not allowed.
- IP phones must operate in a separate subnet from the attached PC.
- IP phone packets will be given the highest priority of all IP communications traffic on the LAN. Other non-telephony applications will have their "IP Precedence" bit modified at the Ethernet switch to conform to this standard.
- IP phone access to the network through the internet provider will use the ISS provided VPN services.
- Direct access to internal devices is prohibited.

7.2 Unwanted Calls

- **Robocalls and SPAM** - We have automated security systems which block callers listed in a national database of Robo dialers. Our systems also block repeat callers who exceed a threshold consistent with automated advertising systems. If you are getting unwanted solicitations from an automated system please email the ISS Service Center (supportcenter@ocfl.net) to report the issue. Provide the time and date of the call, the number calling, your 10-digit phone number, and what was heard on the call.
- **Harassing phone calls** - Please report calls that are threatening in nature to the Orange County Sheriff's Office. They will want to know the time and date of the call, the number calling, your 10-digit phone number, and why the call was harassing in nature.
- **Nuisance calls** - Our mission is to serve the citizens of Orange County and our employees with integrity, honesty, fairness and professionalism. We cannot block nuisance calls from upset citizens. In extreme cases, issuing a new phone number may be an option.

8.0 Externally-Hosted System Standards

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

8.1 Data Input and Processing

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

8.2 Data Storage and Handling

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

8.3 Transmission of Data

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

8.4 Disposal of Data

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

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

8.5 External Audits

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

9.0 Computing Center Standards

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

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

10.0 Acronyms

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

ORANGE COUNTY CORRECTIONS DEPARTMENT

RESPONSE TO RFP ##Y22-1010-AV
ELECTRONIC MAIL DELIVERY SYSTEM, RELATED SERVICES



D. Authorized Signatories/Negotiators Form shall be completed and submitted with your proposal.

AUTHORIZED SIGNATORIES/NEGOTIATORS

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

Name	Title	Telephone Number/Email
Jon Logan	CEO	888-253-5178 jon.logan@smartcommunications.us

	8/3/2022
(Signature) _____	(Date) _____
(Title) <u>CEO</u>	
(Name of Business) <u>Smart Communications Holding, Inc.</u>	

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

Type of Organization

Sole Proprietorship
 Partnership
 Non-Profit
 Joint Venture*
 Corporation

(a) _____
 (b) State of Incorporation: Florida

Principal Place of Business (Florida Statute Chapter 607): Seminole, Pinellas County, FL
City/County/State

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

Federal I.D. number is: 47-2886302

* Joint venture firms must complete and submit with their Proposal Response the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal written and executed Joint Venture agreement between all joint venture parties. This joint venture agreement must be executed and indicate the parties' respective roles, responsibilities and levels of participation for the project. **If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.** Failure to timely submit the required form along with the formal written and executed Joint Venture agreement may result in disqualification of your Proposal Response.



NOTICE IS HEREBY GIVEN that Orange County, Florida, henceforth referred to as the County is accepting sealed proposals for:

**REQUEST FOR PROPOSALS #Y22-1010-AV, ORANGE COUNTY CORRECTIONS
ELECTRONIC MAIL DELIVERY SYSTEM FOR INMATES AND OTHER RELATED
SERVICES
TERM CONTRACT**

Copies of the Request for Proposals (RFP) documents may be obtained from Orange County by download at: <https://secure.procurenow.com/portal/orangecountyfl>

PROPOSAL SUBMISSION DUE DATE:

Sealed Electronic offers for furnishing the above will be accepted up to **4:00 PM (local time), Tuesday, August 9, 2022**, via the electronic procurement portal referenced above.

To maintain a secured sealed process electronic submissions are required to be made through the OpenGov Procurement portal only at: <https://secure.procurenow.com/portal/orangecountyfl>.

Firms shall not be permitted to hand-deliver, mail, telephone, fax or email offers. Responses received after the submission deadline and/or transmitted outside of the designated OpenGov Procurement portal shall be rejected.

PRE-PROPOSALS CONFERENCE:

A **Mandatory Pre-proposal Conference** will be held on **Thursday, July 21, 2022, at 1:00 PM** located at Orange County Corrections Department, 3723 Vision Blvd. P.O. Box 4970, Orlando, FL, 32802. Interested proposers are required to attend. **Proposers who fail to attend the mandatory pre-proposal conference shall be ineligible to compete for the award of a contract under this solicitation.**

Park in public parking areas and **REPORT to the NORTH PERIMETER** entrance to the complex for check-in. Please arrive **15 minutes** prior to the meeting and OCCD staff will escort you to the meeting location. There will be a facility wide tour with lots of walking afterwards. If you arrive late you may experience **significant delay** getting to the meeting and tour. **For physical accommodation please notify North Perimeter staff upon arrival.**

No open toed shoes
No cellphones
No electronic devices

Car Keys, key fob, Driver's license and note pad are acceptable.

NOTICE TO PROPOSERS:

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Ana Villalona, Contracting Agent at Ana.Villalona@ocfl.net.

QUESTIONS:

All questions or concerns regarding this Request for Proposals shall be submitted by email to Ana.Villalona@ocfl.net, no later than 5:00 PM **Monday, July 25, 2022** to the attention of Ana Villalona, Procurement Division, referencing the RFP number.

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE</u>
SECTION 1: GENERAL TERMS AND CONDITIONS	1-14
1. INSTRUCTION TO PROPOSERS	1
2. QUESTIONS REGARDING THIS RFP	1
3. CONTRACT TERM	2
4. INSURANCE REQUIREMENTS	2-4
5. WITHDRAWAL OF PROPOSAL	5
6. REFERENCE CHECKS	9
7. CONFIDENTIAL INFORMATION	10
8. MISTAKES	11
SECTION 2: SPECIFICATIONS/SCOPE OF SERVICES	1-7
SECTION 3: PROPOSAL SUBMISSION REQUIREMENTS AND DOCUMENTATION	9-23
9. STATEMENT OF NO PROPOSAL	9
10. PREREQUISITE REQUIREMENTS	9
11. PROPOSAL FORMAT	9-23
SECTION 4: SELECTION CRITERIA	1
SECTION 5: ATTACHMENTS	
12. FEE SCHEDULE	
13. PROPOSAL COVER PAGE	
14. ACKNOWLEDGEMENT OF ADDENDA	
15. AUTHORIZED SIGNATORIES/NEGOTIATORS	
16. DRUG-FREE WORKPLACE FORM	
17. CONFLICT/NON-CONFLICT OF INTEREST FORM	
18. E-VERIFICATION CERTIFICATION	
19. RELATIONSHIP DISCLOSURE FORM	
20. RELATIONSHIP DISCLOSURE FORM - FREQUENTLY ASKED QUESTIONS (FAQ)	
21. ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT	
22. EXPENDITURE REPORT- FREQUENTLY ASKED QUESTIONS (FAQ)	
23. LOCATION FORM	
24. AGENT AUTHORIZATION FORM	
25. LEASED EMPLOYEE AFFIDAVIT	

26. INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY
27. EQUAL OPPORTUNITY WORKFORCE SCHEDULE
28. SCHEDULE OF SUB-CONTRACTING - M/WBE PARTICIPATION FORM
29. SCHEDULE OF SUB-CONTRACTING - SDV PARTICIPATION FORM
30. DISLOCATED WORKER PROPOSED HIRING INFORMATION
31. LETTER OF INTENT (VERIFICATION OF M/WBE UTILIZATION)
32. LETTER OF INTENT (VERIFICATION OF SDV UTILIZATION)
33. DRAFT CONTRACT
34. ATTACHMENT 1 - BUSINESS ASSOCIATE AGREEMENT
35. ATTACHMENT 2 -ISS ENTERPRISE SECURITY STANDARDS – EXTERNAL DATA HOSTING
36. ATTACHMENT 3 – ORANGE COUNTY IT STANDARDS

SECTION 1
GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

1. INSTRUCTIONS TO PROPOSERS

Proposals shall be submitted via the electronic submission portal at: <https://secure.procurenow.com/portal/orangecountyfl>. Responses will be opened per the public meeting notice.

Offers by mail, hand-delivery, e-mail, telephone, or fax shall not be accepted. Proposals submitted outside of the designated electronic submission portal shall be rejected as non-responsive regardless of where received.

The County shall not be responsible for delays caused by any occurrence. The time/date stamp clock located in the electronic submittal portal shall serve as the official authority to determine lateness of any offer. The submission deadline shall be scrupulously observed. It is the sole responsibility of the proposer to ensure that their proposal reaches the Procurement Division. **The decision to refuse to consider a proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).**

All proposals will be opened publicly in accordance with the public notice, and the names of all timely proposers shall be read aloud.

Public Openings are held each Wednesday at 9:30am and Friday at 9:30am. A public opening of responses will be conducted at the next posted Procurement Public Meeting following the submission deadline. In the event of a County Holiday or unforeseen delay, responses shall remain sealed until the next public meeting.

Firms will be able to attend the public opening virtually, see the following instructions:

Visit: <https://ocfl.webex.com/ocfl/j.php?MTID=m59bb20319c748f1e60a933cf59c7125b>

Meeting number: 286 177 361

Password: Go2Meeting

Join by phone Option 1: 1-408-792-6300

Access code: 286 177 361

Join by phone Option 2: 1-617-315-0740

Access code: 286 177 361

Join by phone Option 3: 1-602-666-0783

Access code: 286 177 361

The physical meeting location is 400 E. South Street, 2nd Floor, Orlando, Florida 32801

2. QUESTIONS REGARDING THIS RFP

All questions or concerns regarding this Request for Proposals must be submitted in writing, by email as indicated on the coverage of this RFP, referencing the RFP number. When required the Procurement Division will issue an addendum to the Request for Proposals. The addendum will be available on the Internet for access by potential proposers. Proposers are instructed not to contact the initiating division directly.

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

Any proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement. **However, you may contact the Contracting Agent at any time during this process, including during the Black Out Period.**

No oral interpretation of this Request for Proposals shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Procurement Division Manager.

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

3. **CONTRACT TERM**

It is the intent of the County to enter into a five (5) year term contract, with renewal clause for two (2) additional one (1) year terms for services as described herein.

4. **DRAFT CONTRACT**

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

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

5. **BUSINESS ASSOCIATE AGREEMENT**

The Business Associate Agreement at Attachment No. 1 shall govern all matters necessary to enforce the provisions of the HIPAA Privacy and Security 45 CFR Parts 160, 162, and 164 as applicable to this contract.

6. **INSURANCE**

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

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

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

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

Required Coverage:

Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 (one million dollars) per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit. Required Endorsements: Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents. Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent. Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

Required Endorsements:

Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents. Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations

Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent. Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. Required Endorsements:

Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit. Required Endorsements: Waiver of Subrogation- WC 00 03 13 or its equivalent

Required Endorsements:

Waiver of Subrogation- WC 00 03 13 or its equivalent

Additional Required Coverage:

Network Security & Data Breach- with a limit of not less than \$1,000,000 per occurrence/claim

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

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

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

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

The certificate holder shall read:

Orange County, Florida
c/o Risk Management Division
201 S. Rosalind Avenue
Orlando, Florida 32801

7. POST AWARD MEETING

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

8. **ACCEPTANCE/REJECTION/CANCELLATION**

The County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment best serves the interest of the County, or to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority.

The County also reserves the right to reject the proposal of any proposer who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. The County reserves the right to inspect all facilities of proposers in order to make a determination as to the foregoing.

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

9. **DEVELOPMENT OR ASSISTANCE IN DEVELOPMENT OF SPECIFICATIONS/ REQUIREMENTS/ STATEMENTS OF WORK**

Firms and/or individuals that assisted in the development or drafting of the specifications, requirements, statements of work, or solicitation documents contained herein are excluded from competing for this solicitation.

This shall not be applicable to firms and/or individuals providing responses to a publicly posted Request for Information (RFI) associated with a solicitation.

10. **CLARIFICATION**

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

11. **WITHDRAWAL OF PROPOSAL**

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days, to provide to the County the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.

12. **SEALED PROPOSALS**

Proposals shall be submitted via the electronic submission portal at: <https://secure.procurerow.com/portal/orangecountyfl>, prior to the submission deadline. Proposals will be opened and proposer names shall be disclosed per the public meeting notice.

13. PROPOSAL PREPARATION

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

14. ACCOUNTING SYSTEM

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

15. SHORTLISTS, PROTESTS AND LOBBYING

The recommended award will be posted for review by interested parties at the Procurement Division and at: <http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

Orange County Lobbyist Regulations General Information

<http://www.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx>

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

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

Orange County Protest Procedures

<http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx>

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

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

16. PUBLIC ENTITY CRIME

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

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list

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

17. AVAILABILITY OF FUNDS

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

18. TOBACCO FREE CAMPUS

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

19. SINGLE-USE PRODUCTS

The Board of County Commissioners has established a single-use products and plastic bags policy intended to reduce the use of products which have become globally recognized as having lasting negative impacts on the environment.

Neither single-use products nor plastic bags may be sold or disbursed on County property by staff or contracted vendors, except as set forth in Orange County Administrative Regulation 9.01.03. Failure to comply with the Regulation may result in termination of the contract or other contractual remedies, and may affect future contracting with the County. The use of reusable, recyclable, biodegradable, or compostable materials is encouraged.

20. VERIFICATION OF EMPLOYMENT STATUS

The Contractor is required to be registered with the U.S. Department of Homeland Security's E-Verify system prior to entering into a contract with Orange County. The

Contractor shall use the E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term. The Contractor shall include an express provision in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

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

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

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

A public employer, contractor, or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes is obligated to terminate the contract with the person or entity pursuant to Section 448.095(2)(c)1, Florida Statutes. If Orange County terminates the contract for the foregoing reason, the contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated, and the contractor will be liable for any additional costs incurred by Orange County as a result of the termination of the contract.

21. SCHEDULE OF SUBCONTRACTING

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

22. EQUAL OPPORTUNITY

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

Further, the Contractor shall abide by the following provisions:

- A. The Contractor shall represent that the Contractor has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.

- B. The Contractor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.

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

23. CONFLICT OF INTEREST

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

24. DEBRIEFING OF PROPOSERS

Not later than thirty (30) days after Board approval of a selection or shortlist, a proposer may submit a written request to the applicable contracting agent for a debriefing on the evaluation of their proposal. The contracting agent will schedule a meeting with the Proposer for the debriefing. However, at the Proposer's request, the debriefing may be conducted via telephone conference. The debriefing shall include the following minimum information:

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

Untimely debriefing requests will also be considered.

25. REFERENCE CHECKS

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

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

26. CONFIDENTIAL INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all bidders/proposers should be aware that formal solicitations and the responses thereto are in the public domain. Requests for confidential treatment will not supersede the County's legal obligation to provide records to the public consistent with public records law. Bidders/proposers must cite specific, applicable legal grounds to support a request for confidential treatment, of any portion of a bid/proposal. Requests by bidders/proposers to keep entire bids/proposals confidential are generally not supported by public records laws. At a minimum, the County will disclose the successful bidder's/proposer's name, the substance of the bid/proposal, and the price.

If the bidder/proposer requests confidential treatment, bidder/proposer must submit an additional copy of the bid/proposal with the proposed confidential information redacted. This copy must include a general description of the information redacted, and shall only be redacted in the least expansive manner necessary to effectuate the requested exemption(s). In a separate attachment, bidder/proposer shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis under Florida law, including a detailed justification for exempting the information from public disclosure.

Bidder/proposer shall hold harmless and indemnify the County for all claims, actions, suits, judgments, fines, costs or damages the County may incur as a result of bidder's/proposer's request for confidential treatment of its bid/proposal. Bidder/proposer agrees and understands that the County may make copies of, and distribute, the bid/proposal without any requested redactions, to facilitate evaluation. Bidder/proposer warrants that such copying will not violate the rights of any third party.

**27. PUBLIC RECORDS COMPLIANCE
(APPLICABLE FOR SERVICE CONTRACTS)**

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

1. Keep and maintain public records required by Orange County to perform the service.
2. Upon request from Orange County's custodian of public records, provide Orange County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by

law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to Orange County.

4. Upon completion of the contract, Contractor agrees to transfer at no cost to Orange County all public records in possession of the Contractor or keep and maintain public records required by Orange County to perform the service. If the Contractor transfers all public record to Orange County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.
5. A Contractor who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

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

**PROCUREMENT PUBLIC RECORDS LIAISON
400 E. SOUTH STREET, 2ND FLOOR, ORLANDO, FL 32801
PROCUREMENTRECORDS@OCFL.NET, 407-836-5635**

28. FEDERAL AND STATE TAX

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

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

29. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

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

30. MISTAKES

In the event of extension error(s), the unit prices will prevail and the proposer's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Proposer's total will be corrected accordingly. Any discrepancy between words and numbers will be resolved in favor of the written words. Proposers must check their submissions where applicable. Failure to do so will be at the Proposer's risk. Proposals having erasures or corrections must be initialed in ink by the Proposer.

31. CONTRACTUAL AGREEMENT

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

32. PAYMENT TERMS/DISCOUNTS

The County's payment terms are in accordance with Florida Statute 218, Local Government Prompt Payment Act. Cash discounts for prompt payment will be considered in determining the lowest net cost for fee proposal evaluation purposes. Notwithstanding the above, discount payment terms shall not be less than net 30 calendar days from receipt of correct invoice.

33. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

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

34. FEDERAL REQUIREMENTS

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

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

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

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

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

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

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

Procurement of Recovered Materials:

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- (2) Information about this requirement, along with a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

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

SECTION 2
SCOPE OF SERVICES

SCOPE OF SERVICES

1. ORANGE COUNTY CORRECTIONS DEPARTMENT OVERVIEW

The Orange County Corrections Department (OCCD) administrative office and main jail complex is located at 3723 Vision Blvd, Orlando, Florida and is a department of Orange County Government, reporting to the Mayor of Orange County and the Board of County Commissioners.

The OCCD had an average daily population of 2,474 in Fiscal Year 2021. The inmates are housed in 7 buildings located on the Corrections Complex on Vision Blvd. and the Orange County Work Release Center (WRC), located about 4 miles east of the main compound, at 120 W. Kaley Street, Orlando. The Work Release Center is capable of housing up to 300 inmates when operational but is currently closed and a reopening decision and date are pending. All of the jail buildings including the Work Release Center (if reopened) require electronic tablets and Kiosks to serve the inmate population and shall be provided by the Contractor for the services specified herein. The number of inmate bookings varies from year to year, with 2021 bookings totaling 30,151.

2. PERFORMANCE

The Contractor shall provide all equipment, software, labor, maintenance, and support required for the installation, implementation, and operation of a secured mail and tablet/kiosk technology system at the Orange County Corrections Department. The system shall be able to handle 100% of the inmate population.

The Contractor shall provide all supervision, labor, material, equipment, hardware, software, documentation, training, technical support and supplies necessary to install, operate and maintain the secure mail and tablet/kiosk system for OCCD at no cost to the County.

This is a fee based contract and the Contractor shall pay a monthly commission to the County based on the gross revenue resulting from charges to the inmates for the use of this system. Commissions shall be paid to the County on a monthly basis within 15 days after the close of the month and shall be accompanied by a detailed commission report and signed statement of accuracy by an authorized representative of the Contractor.

3. NETWORK AND HARDWARE REQUIREMENTS:

- A. All equipment provided by the Contractor shall be new, in current production, and considered to be state-of-the-art technology, by the industry, at the time of installation.
- B. Network Compliance: The system shall be compliant with Federal and State Criminal Justice Information (CJI) System standards

Data Security: The application shall comply with all related ISS security and IT standards for software and hardware per Attachment 2 -Iss Enterprise Security Standards – External Data Hosting and Attachment 3 – Orange County It Standards.

- C. The system shall comply with ADA, Americans with Disabilities Act, WCAG, Web Content Accessibility Guidelines and Section 508, Amendment to the Rehabilitation Act of 1973 standards.
- D. The system shall be open architecture with standard Application Programming Interfaces (APIs) to allow ease of integration with existing and future systems.
- E. Orange County's Information Systems and Services (ISS) will evaluate potential data exchange mechanisms before design finalization.
- F. Data Exchange: Before exchanging (CJI), agencies shall put formal agreements in place that specify security controls. The exchange of information may take several forms including electronic mail, instant messages, web services, facsimile, hard copy, and information systems sending, receiving and storing CJI.
- G. Hardware Assessment: ISS will evaluate the model tablet for compliance and provide the Contractor with comments, rejection, or approval to proceed.
- H. Network Isolation: The entire network infrastructure of the solution shall be isolated, this includes any wired server/kiosk involved that needs to be installed at the facility.
- I. Wiring: The Contractor shall provide their own copper and fiber infrastructure for their network. This will include the conduit system, rack space and patch panels for the fiber and copper cables termination. The Contractor shall provide their own dedicated power, UPS back up and the rack space for their hardware.
- J. All equipment that requires continuous power shall be supported with UPS back up power system.
- K. Internet: The Contractor shall procure their own internet connection from an available Internet Service Provider (ISP) at no cost to the County.
- L. Secure Wireless Network: The Contractor shall furnish secure and independent network connectivity for all tablet services. This will allow for continuous monitoring and content updates, and will not conflict with any existing or future wired or wireless network in the facility. The Contractor shall create adequate wireless access points separation between their wireless devices and the County's own wireless access points. In the case of a conflict, it is the sole responsibility of the Contractor to correct any issues. The Contractor shall ensure that the network meets all state and federal security standards. The County may require additional wireless access points in the event of inmate or jail expansion that the Contractor shall provide at no additional cost.
- M. An Independent Network: Tablets shall utilize a separate dedicated network for all services. The Contractor's systems shall be robust and capable of providing excellent, (as defined by the industry), Wifi and broadband capacity. In the event of a disruption of services the Contractor shall address all systems, Wifi and broadband deficiencies immediately to ensure continuous, uninterrupted services without assistance from the County.

- N. Security: The Contractor shall provide security protocols, encryption & firewalls including but not limited to the prevention of device tampering, elimination of all background application functionality and removal of external menus, options and input areas. Tablets shall not allow access to unauthorized internet sites, as deemed by OCCD, at any time.
- O. Full Access Control Software: The Contractor shall provide access control functionality to control which inmates currently have access to or are locked out of the tablets.
- P. Web Based Software: The Contractor shall provide a private/isolated, intranet web-based access to tablet command and controls capabilities, including, but not limited to the ability to suspend an inmate or friends and family privileges for a set amount of time or until a specified date and time. The Contractor's solution shall be compatible with Chrome, Safari, Firefox, Edge Web browsers and shall be accessible from both Microsoft Windows and Apple OS X platforms.
- Q. Access control by group and individual: The Contractor shall provide the ability for staff to block tablet access for specific inmates or groups for a predefined period of time.
- R. No escalation of privileges in the event of failure: The Contractor shall ensure the devices are tamperproof. In the event of any component failure, the event shall not be capable of granting escalated access privileges.
- S. The Contractor shall provide 5,000 earpieces/headphones to Orange County Corrections at no additional cost. The Contractor will not be responsible for providing the earpieces/headphones after the initial 5,000 have been provided.

4. OPERATIONAL REQUIREMENTS:

- A. Tablet Ownership & Maintenance: The tablets shall be owned by the Contractor who is responsible for all installation, maintenance and ongoing support.
- B. Auditing/Reporting: The Contractor shall ensure that tablets include a comprehensive inmate reporting system. Inmate tablet usage (per inmate/staff) shall be fully auditable, and data shall be available to facility staff.
- C. Newly booked or moved Individuals: The Contractor's tablets shall automatically allow access to newly booked inmates, or inmates who are moved between housing units, without staff involvement.
- D. No Inmate-to-Inmate Communications: The Contractor shall ensure that inmate to inmate communication cannot occur through the proposed system and tablets.
- E. Pin-based Login: The Contractor shall provide a PIN based inmate login to allow access to be customized to the inmate who is using the tablet.

- F. Chain of Custody: The Contractor shall retain all submitted grievance, request forms and will not delete them. This submitted information shall be searchable, sortable and able to be filtered.
- G. The Contractor's tablet solution shall host the County's existing trust fund Commissary Order Form solution. This shall not allow inmates to pay for tablet use directly from their trust fund account.
- H. Wireless Charging: The Contractor shall ensure that inmate tablets shall not interface directly with live electrical current within inmate accessible areas. The Contractor's tablets shall utilize inductive chargers for increased safety and security.
- I. Complete Data Access: The Contractor shall provide a private/isolated, intranet web-based access to tablet information portal, including the ability to instantly review all tablet usage data including by-inmate and by tablet data, and summary data for all tablets. Any message exchange between inmates and approved contacts is reviewable and searchable by County staff.
- J. The Contractor shall provide OCCD the ability to redirect mail for investigative purposes.
- K. The tablets shall have the ability to conduct phone and video calls with the ability for OCCD staff to restrict/enable this feature for designated tablets or have it available for current or future use.
- L. Portal Management: The web portal used by Corrections' staff to access/administer/review this information shall only be accessible from within the private, isolated network to which these devices are connected.
- M. Public Access: The Contractor shall allow inmates the ability to retrieve electronic copies of their processed mail for twelve (12) months from the date of their release from the facility.
- N. Data Ownership: All collected data, including tablet communication and usage data, is property of the County and shall be stored for the life of the contract and extensions.
- O. No County staff time requirements: The Contractor's inmate tablets shall not require staff time to demonstrate nor operate and shall not add responsibilities to any County staff members.
- P. Number of Tablets: The Contractor shall provide a minimum of one (1) secure inmate tablet per five (5) inmates. After initial installation of the equipment, the number of tablets may increase, decrease, or be modified based on OCCD's requirements at no additional cost to the County.
- Q. Upon completion of installation, the Contractor shall provide an electronic list of inventory including all tablets/kiosks, charging stations, serial numbers, and identifying locations.

- R. Prime Provider: The Contractor is the prime developer and provider of the inmate tablet technology and service.
- S. No Cost to the facility: The Contractor shall provide all hardware and services at no cost to the County.
- T. Customer Support (24/7/365): The Contractor shall provide facility service and technical support for all proposed products. Support shall be available 24/7/365 at no cost to the County, answered by live operators who shall be able to answer questions, record requests for service (including reporting of broken equipment), reset passwords, and set up new users accounts.
- U. The Contractor shall provide a minimum of **one (1) full-time technical support staff** on County property from (8:00AM-5:00PM), Monday through Friday and on call as needed throughout the contract. The Contractor shall respond to outages within **one (1) hour** of notification of any systems outage.
- V. Service and repairs to tablets by the Contractor shall occur within 24 hours after notification to the Contractor without any cost to the County.
- W. Training: The Contractor shall perform all necessary on-site training, both initial and on-going as needed, at no cost to the County through the term and all renewals of the agreement.
- X. The Contractor shall ensure the ability for tablets/kiosks to provide multilingual options and translation.
- Y. The system shall be able to provide detailed reports and recordings of inmate activity on the tablets/kiosks as well as live monitoring functionality.
- Z. The Contractor shall provide a software that shall provide an automated “watch word” tracking system for review of mail and notification of suspicious mail. This feature shall provide an option for printing results with highlights and without.
- AA. The Contractor shall store mail for designated time frame and proper disposal of all mail after designated time frame to be determined by OCCD.
- BB. The Contractor shall provide different security levels that can be assigned by a system administrator.
- CC. OCCD staff will determine which features of the system they wish to utilize. System shall allow for features to be turned off by OCCD or only be available upon request and approval.

5. **INMATE SOFTWARE INTERFACE:**

- A. User Agreement: Tablet/kiosk software shall include a fee notification statement and require each inmate to accept terms and conditions of tablet/kiosk program prior to being granted use.

- B. Inmate Handbook/Communication: The Contractor shall provide the ability of OCCD to input the Inmate Handbook(s) and/or video of the inmate handbook, and any other communication points OCCD staff needs to provide to inmates.
- C. Inmate Grievances and Requests: The Contractor shall provide a complete digital inmate grievance and inmate request system available to all users of the tablet/kiosk system. This system shall allow the creation, publishing, and management of digital forms and allow submissions to be routed to specific individuals. The system shall support follow-up communication with the staff member who receives the submission.
- D. Routing of Requests: The Contractor shall allow OCCD staff to control the routing of submitted digital requests and grievances to key staff and/or contractors.
- E. Legal Research/Law Library: The Contractor provides Law Library access via Web/HTML-based legal research/law library content that provides access to Federal and State case law and legal dictionary to inmates. The Contractor shall support a variety of law library systems in the event that a third party provider changes in the future. This will be a no cost service to the inmate or the County.
- F. Religious Content: The Contractor shall provide diverse religious content to meet the needs of inmates.
- G. Educational Content: The Contractor shall provide the capability of displaying educational content as well as the ability for communication between OCCD staff and inmates regarding education/programming.
- H. Secure Messaging: The Contractor shall provide a messaging solution that allows inmates and approved contacts to exchange electronic typed messages. This solution shall trigger alarms based on watchwords, allow text searches across messages, and permit jail staff to conduct efficient and speedy reviews of messages. Messaging shall have a feature to detect emails that were sent, copied and pasted and sent to a different inmate.
- I. Internal messaging: The system shall provide a means for staff to direct message inmates and control if a response is permitted.
- J. Electronic Photographs: The Contractor shall provide a photo sharing solution that allows approved contacts to share digital photographs with inmates. OCCD will manually review each photo for nudity and offensive behavior before it is uploaded for inmates to view. Inmates may not take or share photographs.
- K. Entertainment: Inmate tablets shall provide approved entertainment options for inmates, such as: sports scores, music, non-violent games, and other inmate appropriate entertainment as determined by OCCD.
- L. Content Blocking: The Contractor shall allow OCCD staff to block specific content offerings either temporarily or permanently if OCCD staff anticipates that the content will provide safety and/or security problems for the facility.
- M. Commissary Ordering: The Contractor's tablets/kiosks shall support the ability for inmates to place commissary orders electronically, interfacing directly with the facilities commissary contractor without involving OCCD staff and time.

- N. Medical Requests: The Contractor tablets/kiosks shall support the ability for inmates to make medical requests such as sick call requests.
- O. The Contractor shall have system capability to provide Telehealth visits as well as Video Visitation visits in the event the County decides to move towards utilizing this feature in the future, at no cost to the County.
- P. Inmate Payments: OCCD will have the sole discretion as to the type of payments that will be accepted. OCCD does not permit inmates to be permitted to utilize their inmate accounts to make purchases.
- Q. Inmate Additional: The Contractor's tablets/kiosks shall provide options for inmate self-improvement, such as personal finance, employment, national news, learning options, etc.
- R. Time Management: OCCD will be able to set time limits for tablet use.
- S. Translation: The Contractor shall provide a system that is capable of translating messages from different languages.
- T. Electronic Legal Mail Cart: The Contractor shall provide a legal mail issuance solution. The sole decision to utilize this feature will be decided by OCCD and can be cancelled at any time at the request of OCCD.

6. SECURITY REQUIREMENTS:

- A. The Contractor's employees shall submit to a full Criminal Background check, at no expense to the Contractor and be approved by OCCD prior to being authorized access to the jail facilities. All employees of the Contractor shall comply with the County's policies and procedures and shall attend the mandatory initial four (4) hour block training and any additional training as required for contract staff working at the OCCD complex at no additional cost to the County.
- B. The Contractor shall obtain all required certifications concerning viewing/sharing CJI at no cost to the County.
- C. The County, at its own discretion, reserves the right to request removal of any of the Contractor's employees from its premises.
- D. The Contractor shall ensure that any onsite technicians meet all of the County's security requirements and levels of approval per the OCCD and background checks.
- E. Security Layers: The Contractor shall ensure that all networked traffic utilizes a proxy server firewall configured to only allow approved addresses and content.
- F. Tablets/kiosks shall not include removable parts such as batteries.

SECTION 3
PROPOSAL SUBMISSION REQUIREMENTS AND DOCUMENTATION

STATEMENT OF NO-PROPOSAL

The Procurement Division is committed to continuously improve its processes and our goal is to receive maximum participation from the vendor community. If your firm chooses not to participate in responding to this solicitation please email Ana.Villalona@ocfl.net, referencing the RFP number, and briefly explain why the decision was made to not participate.

PRE-REQUISITE REQUIREMENTS

A **Mandatory Pre-proposal Conference** will be held on **Thursday, July 21, 2022, at 1:00 PM** located at Orange County Corrections Department, 3723 Vision Blvd. P.O. Box 4970, Orlando, Fl., 32802. Interested proposers are required to attend. **Proposers who fail to attend the mandatory pre-proposal conference shall be ineligible to compete for the award of a contract under this solicitation.**

Park in public parking areas and **REPORT to the NORTH PERIMETER** entrance to the complex for check-in. Please arrive **15 minutes** prior to the meeting and OCCD staff will escort you to the meeting location. There will be a facility wide tour with lots of walking afterwards. If you arrive late you may experience **significant delay** getting to the meeting and tour. **For physical accommodation please notify North Perimeter staff upon arrival.**

No open toed shoes

No cellphones

No electronic devices

Car Keys, key fob, Driver's license and note pad are acceptable.

At that time, the County's representative will be available to answer questions relative to this Request for Proposals. Any suggested modifications may be presented in writing to, or discussed with, the County's representative(s) at this meeting and may be considered by said representative(s) as possible amendments to the Request for Proposals.

PROPOSAL FORMAT

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

SUBMITTAL REQUIREMENTS

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

TAB 1. QUALIFICATIONS OF STAFF

- A. Provide an organization chart that lists all staff to be assigned to provide the required services. Include comprehensive resumes for each describing experience, training and education in the required services.
- B. Identify staff experience working with governmental entities and list those projects.
- C. Identify project team members, their roles, and responsibilities in this project.

TAB 2.

QUALIFICATIONS OF FIRM

- A. List at least five references, with a minimum of three from governmental entity experience, for which the Proposer has performed work similar in scope and magnitude including the contact name, address, email address, telephone number and date of the contract. At least three of the references must have provided services for a minimum of three years.
1. Client information including business name, solution name and address.
 2. Client Information Technology contact information including name, email address and phone number.
 3. Client Project Manager contact information including name, email address and phone number.
 4. The project start and end date (implementation to final acceptance).
 5. A detailed description of the work performed and system capabilities.
 6. A description with supporting details on whether the project deliverables were submitted on schedule.
 7. A list of the staff/ sub-contractors involved in the implementation

TAB 3.

TECHNICAL APPROACH

Discuss and provide documentation for the following:

- A. Provide a brief description of the Proposer's approach to the project.
- B. Provide the Proposer's project management approach including design phase, infrastructure installation, testing and after the system goes live.
- C. Provide the Proposer's project implementation approach including all timelines and startup dates.
- D. Provide a brief description of the Proposer's Software functionality.
- E. Provide a brief description of the Proposer's on-going support capabilities from contract inception through contract expiration date.
- F. Confirm by a signed statement on company letterhead, the Proposer's agreement to meet the minimum requirements of this Request for Proposals and the Scope of Services herein.
- G. The Proposer shall provide a detailed response addressing their ability to have an integrated solution that includes a secure mail system and kiosk/tablet software that provides inmate opportunities to read their mail, view photographs electronically, complete inmate requests, commissary orders, medical requests, law library, grievances, engage in religious learning,

educational learning, and provide options approved by Orange County Corrections Department (OCCD) staff for electronic books, movies, and/or music.

- H. The Proposer shall provide a detailed response addressing the capacity and time to receive and process routine inmate mail in a timely manner, scan it into an electronic document, and transmit it to a kiosk and/or a tablet for inmate access.
- I. The Proposer shall provide a detailed response addressing ability to provide tablets/kiosks that shall be tamper resistant and designed for a correctional environment and comply with Americans with Disabilities Act (ADA), and all other applicable state and federal standards, regulations, and laws.
- J. The Proposer shall provide a detailed response addressing the ability to provide all materials and services required for the proper installation of this project at no cost to the County to include wireless connectivity (stand-alone network). The Proposer shall describe the method of installation and clearly state if County staff involvement will be required.
- K. The Proposer shall provide a detailed response addressing the power source to support the equipment.
- L. The Proposer shall provide a detailed response addressing the ability to allow OCCD staff to deactivate any or all inmate tablets and/or block any or all inmates from using tablets. This functionality shall be accessible from any work station using a designated portal.
- M. The Proposer shall provide a detailed response addressing the ability and steps for tablet/kiosk content to be approved by OCCD staff prior to being made accessible to the inmate.
- N. The Proposer shall provide a detailed response addressing how service and repairs to tablets shall occur within 24 hours after notification to the Contractor without any cost to the County.
- O. The Proposer shall provide a detailed response addressing the ability to perform all necessary on-site training, both initial and on-going as needed, at no cost to the County through the term of the agreement.
- P. The Proposer provide a detailed response addressing the ability for tablets/kiosks to provide multilingual options.
- Q. The Proposer shall provide a detailed response addressing how the system shall be able to provide detailed reports and recordings of inmate activity on the tablets/kiosks as well as live monitoring functionality.
- R. The Proposer shall provide a detailed response addressing how the software shall provide an automated “watch word” tracking system for review of mail and notification of suspicious mail. This feature needs to provide an option for printing results with highlights and without.

- S. The Proposer shall provide a detailed response addressing how they store mail for designated time frame and proper disposal of all mail after designated time frame to be determined by OCCD.
- T. The Proposer shall provide a detailed response addressing how the system shall provide different security levels that can be assigned by a system administrator.
- U. The Proposer shall provide a detailed response addressing how OCCD staff will determine which features of the system they wish to utilize. The system shall allow for features to be turned off or only be available upon request and approval.
- V. The Proposer shall provide the following response to each item below with a summary of the following System Features, additional features not listed, and if they are currently available or if they will be developed:

User Agreement, Inmate Handbook/Communication, Inmate Grievances and Requests, Routing of Requests, Legal Research/Law Library, Religious Content, Educational Content, Secure Messaging, Internal messaging, Electronic Photographs, Entertainment, Content Blocking, Commissary Ordering, Medical Requests, Telehealth visits as well as Video Visitation visits, Inmate Payments, inmate self-improvement, Time Management, Electronic Translation services, and Electronic Legal Mail Cart.

- W. Concerning Software functionality, the Proposer shall provide a detailed written response and screenshots (if relevant) for each individual task listed below.

TASK 1. Data loading process

- a. Describe your process for loading Orange County data.
- b. Describe your reconciliation methodology.

TASK 2. Inmate Regular Mail Processing

- a. How long does it take to process?
- b. Demonstrate the quality of the mail and photograph scans that the inmate receives.
- c. How long is the mail maintained in the system and hard copy off site?
- d. What is the process for mail denial?
- e. Is all mail approved by staff on site?
- f. Is there a limit on the amount of mail an inmate can receive?

TASK 3. Inmate Messaging – both internal and external

- a. Is there a limit on how many messages an inmate can send/receive?
- b. Do you offer free messaging for indigent inmates?
- c. How is messaging paid for?
- d. Do messages have to be approved before reaching the inmate?
- e. For internal messaging, can designations be set up for particular groups of people, ex. Classification, Chaplain, Programs, etc.?

TASK 4. Incoming Photo Authorization

- a. Does the vendor provide offsite processing center filter photos?
- b. What is the process for rejecting a photo?
- c. What is the notification process when a photo is rejected?

TASK 5. How Inmate Grievances are handled from initial grievance through last appeal

- a. How are grievances initiated?
- b. How are grievances routed to the appropriate area?
Who gets the notification?
- c. What is the appeals process?
- d. Will the system send the Grievance Coordinator notification (due dates, reminders, once grievance is answered, if not answered within time frames)?
- e. How long does it take for inmates to receive notifications?
- f. Is there the ability to track the number of different inmate grievances (per area), for statistical reporting?

TASK 6. Inmate Request Form Processing

- a. How are inmate request forms routed?
- b. How does an inmate receive a response to their request?
- c. How are staff notified that they have a pending request?
- d. Is there a notification process for requests that have not been responded to within a designated time frame? Can a report be run and provided to designated staff?
- e. Will responses be provided directly to the inmate through the system?

TASK 7. Dashboard

- a. Can different dashboards be set up per user or user group?

TASK 8. Keyword Searches

- a. How does the system display keywords discovered in mail/messages?
- b. Does the system come with an already configured word database? Can you add your own keyword designations?
- c. Can you deselect keywords from the system?
- d. How are keyword notifications made, and who is notified?

TASK 9. Security Access/Levels

- a. How are security and access levels set up within the system?

TASK 10. Program Capabilities

- a. Can Program Assessments be added for the inmate with results viewable by staff?
- b. Can work be assigned to the inmate through the platform?
- c. What type of programming is available?

TASK 11. Scheduling

- a. Describe the system's ability to schedule and provide notifications.

TASK 12. The Law Library

- a. What information is available to the inmates?
- b. Is there an area for special Law Library requests to be made or just information?
- c. Does the product allow for the inmate to conduct their own legal research?
- d. Are staff able to respond to inmate requests or only receive them through their system?
- e. Can timeframes be entered to ensure timely responses?
- f. Is there the ability to track the number of requests (per area) for statistical reporting?
- g. Can the system be set up to reject a request due to maximum request limit for the week and notify the inmate of the rejection?
- h. Does the system keep a log of the requests for staff and inmate to reference back to?

TASK 13. Medical Requests/Sick Call

- a. How do inmates make sick call requests?
- b. Once confirmed will they receive a confirmation?
- c. How is confirmation received by the inmate?
- d. Does the system provide a notification feature/calendar for the inmate's medical appointments?

TASK 14. Legal Mail Delivery

- a. Are there any pending legal issues regarding your legal mail delivery systems at other locations? If so, please explain.
- b. Have you previously encountered or settled any legal challenges or issues regarding legal mail services or delivery at your other locations. If so, please explain.
- c. How does the legal mail access and issuance work?
- d. How is the legal mail confidentiality maintained?
- e. Can an inmate request to keep the original legal paperwork? If so, how does that work?

TASK 15. Tablet Description and Use

- a. What does the inmate see on the screen?
- b. What is the battery life of the tablet?
- c. Do the tablets allow for designated intervals of time on the tablet?
- d. Do staff have the ability to turn tablets off if necessary?
- e. Does the tablet have music/movies/games feature.

TASK 16. Interfacing

- a. Does the system retrieve inmate data from the inmate management system?
- b. Does the system add any information into the inmate management system?
- c. Can the system be set up to share information with other designated entities? What information is shared and what can be controlled?

TAB 4. REVENUE FEE SCHEDULE

ALL costs associated with performance of the contract including travel and out-of-pocket expenses are the responsibility of the proposer.

Revenue shall be a percentage based on gross revenue.

Fee schedule shall also indicate fees to inmates.

TAB 5. ORANGE COUNTY COMPLIANCE DOCUMENTATION

- A. **Proposal Cover Page** shall be completed and submitted with your proposal.
- B. **Current W9** shall be completed and submitted with your proposal.
- C. **Acknowledged Addenda(s) OR Acknowledgement of Addenda Form** shall be completed and submitted with your proposal.
- D. **Authorized Signatories/Negotiators Form** shall be completed and submitted with your proposal.
- E. **Drug-Free Workplace Form** shall be completed and submitted with your proposal.
- F. **Conflict/Non-Conflict of Interest Form** shall be completed and submitted with your proposal.
- G. **E-Verification Certification** shall be completed and submitted with your proposal.
- H. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder, proposer or responder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with your proposal. The Proposer shall not be awarded a contract unless this form has been completed and submitted.
- I. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in Section 2-351, Orange County Code. This form shall be completed and submitted with any bid, proposal or other response to an Orange County solicitation. The Proposer shall not be awarded a contract unless this form has been completed and submitted.
- J. **Agent Authorization Form** (if Applicable) shall be completed and submitted with your proposal OR marked “Not Applicable.”
- K. **Leased Employee Affidavit** (if Applicable) shall be completed and

submitted with your proposal OR marked “Not Applicable.”

- L. **Information for determining Joint Venture Eligibility** (if Applicable) shall be completed and submitted with your proposal OR marked “Not Applicable.”

SECTION 4
SELECTION CRITERIA

SELECTION CRITERIA

<u>CRITERIA</u>	<u>WEIGHT</u>
Qualifications of Staff	20
Qualifications of Firm	20
Technical Approach	40
<u>Fee Proposal (Revenue and Fee to Inmates)</u>	<u>20</u>
TOTAL	100

**SECTION 5
ATTACHMENTS**

**SCHEDULE OF REVENUES FORM
RFP#Y22-1010-AV**

The Contractor shall provide all labor, equipment, manpower and other resources necessary to provide the goods or services in strict accordance with the scope of services, specifications defined in this solicitation for the amounts specified in this Schedule of Revenues Form.

REVENUE TO THE COUNTY

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	X	UNIT PRICE (PERCENT)	=	ESTIMATED ANNUAL TOTAL REVENUE TO THE COUNTY
1.	Commission Rate based on Gross Revenue	\$183,000	X	%	=	\$

FEE TO INMATES

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	X	TOTAL FEE TO INMATES FOR USE	=	ESTIMATED ANNUAL TOTAL REVENUE FROM INMATES
2.	Unit Cost of Sent Emails/Photos (Cost to Users)	900,000 each	X	\$ /ea	=	\$
3.	Unit Cost of Received Electronic Mail/Photo (Cost to Users)	15,000 each	X	\$ /ea	=	\$

Company Name: _____

PROPOSAL COVER PAGE

Company Name: _____

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

TIN#: _____ D-U-N-S® # _____

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

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____ Cell Phone Number: _____

Residence Telephone Number: _____ Email: _____

ACKNOWLEDGEMENT OF ADDENDA

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

Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

DRUG-FREE WORKPLACE FORM

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

Name of Business

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

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

Proposer's Signature

Date

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

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

OR

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

LITIGATION STATEMENT

CHECK ONE

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

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

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

E VERIFICATION CERTIFICATION

Contract No. Y22-1010-AV

NAME OF CONTRACTOR: _____ (referred to herein as “Contractor”)

ADDRESS OF CONTRACTOR:

The undersigned does hereby certify that the above named contractor:

1. Is, or will be, registered with and using the E-Verify system prior to execution of the contract with Orange County; or
2. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but does not have any employees and does not intend to hire any new employees during the period of time that the contractor will be providing services under the contract; or
3. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but employs individuals who were hired prior to the commencement of providing labor on the contract and does not intend to hire any new employees during the period of time that the contractor will be providing labor under the contract.

The undersigned acknowledges the use of the E-Verify system for newly hired employees is an ongoing obligation for so long as the contractor provides labor under the contract and that the workforce eligibility of all newly hired employees will be properly verified using the E-Verify system.

In accordance with Section 837.06, Florida Statutes, Contractor acknowledges that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.

AUTHORIZED SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

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

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

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

Part I

INFORMATION ON PROPOSER:

Legal Name of Proposer:

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

Business Phone: () _____

Facsimile: () _____

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

Name of Proposer's Authorized Agent:

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

Business Phone: () _____

Facsimile: () _____

Part II

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

___ YES ___ NO

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

___ YES ___ NO

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

___ YES ___ NO

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

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

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

Signature of Proposer

Date

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

Staff signature and date of receipt of form

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

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

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

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

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

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

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

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

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

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

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

through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

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

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

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

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

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

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

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

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

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

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

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

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

CONCLUSION:

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

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

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

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

This is the initial Form: _____
This is a Subsequent Form: _____

Part I

Please complete all of the following:

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

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

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

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

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

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

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

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

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

WHO NEEDS TO FILE THE SPR?

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

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

means communicating “indirectly with the County Mayor or any other member of the [BCC]” by communicating with any staff member of the Mayor or any member of the BCC, the county administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager. (See Section 2-351, Orange County Code.) *Lobbying* does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee other than the BCC.

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

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

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

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

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

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

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

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

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

CONCLUSION:

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

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

LOCATION FORM

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

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

AGENT AUTHORIZATION FORM

I/We, (Print Proposer name) _____, Do hereby authorize (print agent's name), _____, to act as my/our agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (RFP NUMBER AND TITLE) _____, and to appear on my/our behalf before any administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

Signature of Proposer

Date

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

LEASED EMPLOYEE AFFIDAVIT

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

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

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

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

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

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

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

If the proposer is submitting as a joint venture, please be advised that this form **MUST** be completed and the **REQUESTED** written joint-venture agreement **MUST** be attached and submitted with this form.

HOWEVER, IF THE PROPOSER IS NOT A JOINT VENTURE, CHECK THE FOLLOWING BLOCK: () NOT APPLICABLE

1. Name of joint venture: _____

2. Address of joint venture: _____

3. Phone number of joint venture: _____

4. Identify the firms which comprise the joint venture: _____

5. Describe the role of the MWBE / Labor Surplus Area(LSA) Firm (if applicable) in the joint venture: _____

6. Provide a copy of the formal written and executed Joint Venture agreement.

7. What is the claimed percentage of ownership and identify any MWBE/LSA partners (if applicable)?

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 2

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement provided by question 6.)

(a) Profit and loss sharing:

(b) Capital contributions, including equipment:

(c) Other applicable ownership interests:

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

(a) Financial decisions: _____

(b) Management decisions, such as:

(1) Estimating:

(2) Marketing and sales:

(3) Hiring and firing of management personnel:

(4) Purchasing of major items or supplies:

(c) Supervision of field operations:

NOTE: If, after filing this form and before the completion of the joint venture's work on the subject contract, there is any significant change in the information submitted, the joint venture must inform the County in writing.

* **Joint venture must be properly registered with the Florida Division of Corporations before the contract award and the name of the Joint Venture must be the same name used in the Bid Response.**

AFFIDAVIT

"The undersigned swear or affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to the County current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture. Also, permit authorized representatives of the County to audit and examine records of the joint venture. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm: _____ Name of Firm: _____

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Date _____
State of _____
County of _____

AFFIDAVIT

On this _____ day of _____, 20____, before me appeared (name) _____, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____
Commission Expires _____

(Seal)

Date _____
State of _____
County of _____

On this _____ day of _____, 20____, before me appeared _____ (name), to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____
Commission Expires _____

(Seal)

WORKFORCE SCHEDULE

See: Sec. 17-322 (Establishment of goals; employment), Orange County Code of Ordinances

Directions: Review the definition of “minority” in Sec. 17-319 (Definitions), Orange County Code of Ordinances, and record the demographics of your workforce by inserting the number of applicable employees in each box below. The County will only consider your total workforce (“TWF”) that falls within the “employee types” designated by an asterisk (*) when evaluating this Bid/Proposal Response. For data collecting purposes, record any applicable employees located in the Orlando Metropolitan Statistical Area (“OMSA”) of Lake, Orange, Osceola, and Seminole counties. If a Joint Venture is bidding, each entity must fill out a separate schedule.

WORKFORCE		African American		Asian American		Hispanic American		Native American		Caucasian/Other		TOTAL	
		TWF	OMSA	TWF	OMSA	TWF	OMSA	TWF	OMSA	TWF	OMSA	TWF	OMSA
Employee Types (MALE)	Officials, Managers, and Supervisors*												
	Professionals*												
	Technicians*												
	Sales Workers												
	Office and Clerical												
	Craftsman (Skilled)												
	Operatives (Semi-Skilled)												
	Laborers (Unskilled)												
	Service Workers												
	Apprentice*												
	Interns/Co-Ops*												
	Dislocated Workers												
MALE SUBTOTAL													
Employee Types (FEMALE)	Officials, Managers, and Supervisors*												
	Professionals*												
	Technicians*												
	Sales Workers												
	Office and Clerical												
	Craftsman (Skilled)												
	Operatives (Semi-Skilled)												
	Laborers (Unskilled)												
	Service Workers												
	Apprentice*												
	Interns/Co-Ops*												
	Dislocated Workers												
FEMALE SUBTOTAL													
TOTAL													

Form Completed by (Print): _____

Signature: _____

RFP Number & Title: _____

Bidder/Proposer Name: _____

Form Approved by (Print): _____

Signature: _____

SCHEDULE OF SUB-CONTRACTING - M/WBE PARTICIPATION FORM

RFP Number & Title: _____

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

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

Name of Subcontractor	Address	Type of Work to be Performed (Shall be a Certified OC M/WBE)	Percent of Contract Value to be Subcontracted	M/WBE Designation Or Majority Owner

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

Company Name: _____

Signature: _____

Date: _____

SCHEDULE OF SUB-CONTRACTING - SDV PARTICIPATION FORM

RFP Number & Title: _____

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

Name of Subcontractor	Address	Type of Work to be Performed (Shall be a Registered OC SDV)	Percent of Contract Value to be Subcontracted

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

Company Name: _____

Signature: _____

Date: _____

CONTRACT # Y22-1010

This Contract is made as of the ____ day of _____, 2022 by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and _____
[] an individual, [] a partnership, [] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is _____.

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

ARTICLE 1 **SERVICES**

The CONTRACTOR'S responsibility under this Contract is to provide professional/consultation services in the area of Orange County Corrections Electronic Mail Delivery System for Inmates, as more specifically set forth in the Scope of Services detailed in Exhibit "A".

The COUNTY'S representative/liason during the performance of this Contract shall be Lee Isbell, email: Lee.Isbell@ocfl.net.

ARTICLE 2 **SCHEDULE**

The CONTRACTOR shall commence services on _____ and complete all services by _____.

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

This contract may be renewed, for two (2) additional one(1) year periods upon mutual written agreement of the parties at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this contract.

Any order issued during the effective date of this contract, but not completed within that period, shall be completed by the CONTRACTOR within the time specified in the order. The contract shall govern the CONTRACTOR and the COUNTY'S rights and obligations with respect to the extent as if the order were completed during the contract's performance period.

ARTICLE 3 **REVENUE PAYMENTS TO COUNTY**

A. The monthly amounts to be paid by the Contractor to the COUNTY as specified under this Contract in Exhibit B, Schedule of Revenues. Revenue generated will be paid by the Inmate to the Contractor. The Contractor's fees charged to the Inmate shall be approved by the COUNTY. In the event of disapproval, a revised Contractor's fees shall be negotiated between the CONTRACTOR and the COUNTY. The Contractor shall make monthly payments, payable to the Orange County Board of County Commissioners, in the amount specified by this contract to Orange County Board of County Commissioners by the 15th of each month.

C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing

to the COUNTY. This certifies that all revenues have been properly accounted for and paid to the COUNTY.

ARTICLE 4 REQUIREMENTS CONTRACT

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

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

ARTICLE 5 INSURANCE REQUIREMENTS

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

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

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

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

Required Coverage:

Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 (one million dollars) per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit. Required Endorsements: Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents. Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations Waiver of Transfer of Rights of Recovery- CG 24 04 or its

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

Required Endorsements:

Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations

Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. Required Endorsements:

Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit. Required Endorsements: Waiver of Subrogation- WC 00 03 13 or its equivalent

Required Endorsements:

Waiver of Subrogation- WC 00 03 13 or its equivalent

Additional Required Coverage:

Network Security & Data Breach- with a limit of not less than \$1,000,000 per occurrence/claim

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

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the

insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

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

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

The certificate holder shall read:

Orange County, Florida
c/o Risk Management Division
201 S. Rosalind Avenue
Orlando, Florida 32801

ARTICLE 6 INDEMNIFICATION

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

ARTICLE 7 FEDERAL AND STATE TAX

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

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

ARTICLE 8 AVAILABILITY OF FUNDS

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

ARTICLE 9 CONFLICT OF INTEREST

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

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

ARTICLE 10 TERMINATION

A. Termination for Default:

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

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

Prior to termination for default, the COUNTY will provide adequate written notice to the CONTRACTOR through the Manager, Procurement, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONTRACTOR in accordance with the County’s Procurement Ordinance. The CONTRACTOR and its sureties (if any) shall be liable for any damage to the COUNTY

resulting from the CONTRACTOR's default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

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

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

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

B. Termination for Convenience

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

ARTICLE 11 FORCE MAJEURE

1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor's control so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. That notwithstanding, the Contractor shall notify the County in writing within twenty-four (24) hours after the beginning of any such cause that would affect its performance hereunder and the County reserves the right the request additional information that supports the validity of the Contractor's Force Majeure claim. Failure to notify the County

in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.

2. If the Contractor's performance is delayed pursuant to this section for a period exceeding one (1) calendar days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the County's contract termination.
3. If the Contractor's performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

ARTICLE 12 PERSONNEL

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

All of the services required hereafter shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

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

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONTRACTOR remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

ARTICLE 13 TRUTH IN NEGOTIATION CERTIFICATE

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

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

ARTICLE 14 ARREARS

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

ARTICLE 15 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 16 INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 17 CONTINGENT FEES

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

ARTICLE 18 ACCESS AND AUDITS

The CONTRACTOR shall establish and maintain a reasonable accounting system, which enables ready identification of CONTRACTOR'S cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The COUNTY or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the CONTRACTOR or its sub-Contractors as required to comply with this section for the purpose of inspection or audit anytime

during normal business hours at the CONTRACTOR'S place of business. This right to audit shall include the CONTRACTOR'S sub-Contractors used to procure goods or services under the contract with the COUNTY. CONTRACTOR shall ensure the COUNTY has these same rights with sub-Contractor(s) and suppliers.

ARTICLE 19 EQUAL OPPORTUNITY

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

Further, the CONTRACTOR shall abide by the following provisions:

- A. The CONTRACTOR shall represent that the CONTRACTOR has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The CONTRACTOR shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.
- C. The provisions of the prime contract shall be incorporate by the CONTRACTOR into the contracts of any applicable subcontractors.

ARTICLE 20 DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.

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

ARTICLE 21 FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS.

By executing this contract the firm affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

ARTICLE 22 SCRUTINIZED COMPANIES

- A. By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.
- B. Specifically, by executing this Agreement, the Contractor certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- C. Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Contractor certifies that it is **not**:

1. On the “Scrutinized Companies with Activities in Sudan List” or the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,” created pursuant to Section 215.473, Florida Statutes; and/or
 2. Engaged in business operations in Cuba or Syria.
- D. The County reserves the right to terminate this Agreement immediately should the Contractor be found to:
1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; and/or
 2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.
- E. If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Contractor, including but not limited to the remedies as described in Section 287.135, Florida Statutes.
- F. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Contractor shall be paid only for the funding-applicable work completed as of the date of the County’s termination.
- G. Unless explicitly stated in this Section, no other damages, fees, and/or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

ARTICLE 23 MODIFICATIONS OF WORK

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

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

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

ARTICLE 24 CONTRACT CLAIMS

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

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

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

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

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

ARTICLE 25 TOBACCO FREE CAMPUS

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

ARTICLE 26 VERIFICATION OF EMPLOYMENT STATUS

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

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

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

ARTICLE 27 LAWS AND REGULATIONS

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

ARTICLE 28 PRICE ESCALATION/DE-ESCALATION (CPI)

The County may allow a price escalation provision within this award. The original contract prices shall be firm for a 1-year period. A price escalation/de-escalation will be considered at annual intervals thereafter, provided the Contractor notifies the County, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the effective date. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov.

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

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

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

CPI-U Calculation Example:

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

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

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

County. In the event of this occurrence, the County further reserves the right to utilize any options as stated herein.

ARTICLE 29 BUSINESS ASSOCIATE AGREEMENT

The Business Associate Agreement attached hereto shall govern all matters necessary to enforce the provisions of the HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164 as applicable to this contract.

**ARTICLE 30 CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER -
TERM CONTRACTS**

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

ARTICLE 31 ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the Parties shall each bear their own costs, expert fees, attorneys’ fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly.

ARTICLE 32 JURY WAIVER

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

ARTICLE 33 GOVERNING LAW AND VENUE

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

ARTICLE 34 NO REPRESENTATIONS

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

ARTICLE 35 AUTHORITY TO PRACTICE

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

ARTICLE 36 SEVERABILITY

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

ARTICLE 37 SUCCESSORS AND ASSIGNS

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

ARTICLE 38 REMEDIES

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

ARTICLE 39 ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 40 NOTICE

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

and if sent to the CONTRACTOR shall be mailed to:

ARTICLE 41 ATTACHMENTS

The following attachment(s) is/are attached hereto, and made a part of this Contract in order of precedence:

1. ATTACHMENT 1 - BUSINESS ASSOCIATE AGREEMENT
2. ATTACHMENT 2 -ISS ENTERPRISE SECURITY STANDARDS – EXTERNAL DATA HOSTING
3. ATTACHMENT 3 – ORANGE COUNTY IT STANDARDS

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

CONTRACTOR:

ORANGE COUNTY, FLORIDA:

Company Name

Carrie Mathes, MPA, CFCM, NIGP-CPP, CPPO,
C.P.M.
Procurement Division Manager

Signature

Date

Typed Name

Title

Date

ATTACHMENT 1

ORANGE COUNTY, FLORIDA

and

BUSINESS ASSOCIATE

ADDENDUM TO CONTRACT NO. YXX-XXX

related to

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

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

RECITALS

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

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

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

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

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

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

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

Section 1. Incorporation

A. **Recitals Incorporated.** The above recitals are true and correct and are hereby incorporated as a material part of this Addendum.

B. HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, §501.171, Florida Statutes, and 42 CFR Part 2, where applicable and as amended, are hereby incorporated into this Addendum.

C. To the extent that this Addendum, or the Agreement, imposes more stringent requirements than those contained in HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164, the Florida Information Protection Act, §501.171, Florida Statutes, and 42 CFR Part 2, where applicable and as amended, those more stringent requirements of this Addendum, or the Agreement, will control.

Section 2. Definitions.

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

1. ***Breach*** shall have the meaning given to such term as found in 45 CFR §164.402, and the Florida Information Protection Act, §501.171, Florida Statutes.
2. ***Designated Record Set*** shall mean a group of records maintained by or for a covered entity that is: (a) the medical records and billing records about individuals maintained by or for a covered health care provider; (b) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (c) used, in whole or in part, by or for the covered entity to make decisions about individuals. For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for a covered entity.
3. ***Disclosure*** shall mean the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.
4. ***Florida Information Protection Act*** shall mean the Florida Information Protection Act (“FIPA”) codified at §501.171, Florida Statutes.

5. ***HIPAA Privacy and Security Rules*** shall mean the Standards for Privacy, Security, Breach, Notification, and Enforcement at 45 CFR Parts 160, 162 and 164.
6. ***Individual*** shall mean the person who is the subject of PHI, and shall include a person who qualifies as a personal representative, in accordance with 45 CFR §164.502(g).
7. ***Individually Identifiable Health Information*** shall mean information that is a subset of health information, including demographic information collected from an individual, and: (a) is created or received by a health care provider, health plan, employer, or health care clearinghouse; (b) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (c) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
8. ***Privacy Officer*** shall mean the individual designated by the County pursuant to 45 CFR §164.530, who is responsible for the development and implementation of the County's policies and procedures as they relate to its, and its Covered Healthcare Component's, compliance with HIPAA Privacy and Security Rules.
9. ***Personally Identifiable Information ("PII")*** shall mean either of the following:
 - a. An individual's initials, first name, or first initial and last name in combination with any one or more of the following data elements for that individual:
 - i. A social security number;
 - ii. A driver's license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;
 - iii. A financial account number or credit or debit card number in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account;
 - iv. Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
 - v. An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
 - vi. Any other identifier, as referenced in the Department of Health & Human Services "Safe Harbor Standards."

- vii. The term “Personally Identifiable Information” does not include information about an individual that has been made publicly available by a federal, state, or local governmental entity. The term also does not include information that is encrypted, secured, or modified by any other method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable.
 - b. A user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.
 - c. The PII provided pursuant to the Agreement shall be limited to what is necessary for the Business Associate to meet its obligations thereunder.
- 10. ***Protected Health Information (“PHI”)*** shall mean an individual’s identifiable health information that is – or has been – created, received, transmitted, or maintained in any form or medium, on or behalf of the County, with the exception of education records covered by the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, as amended, and the health care records of students at post-secondary educational institutions or of students eighteen (18) years of age or older, used exclusively for their health care treatment which have not been disclosed to anyone other than a health care provider at the student’s request. The PHI provided pursuant to the Agreement shall limited to what is necessary for the Business Associate to meet its obligations thereunder.
- 11. ***Required by Law*** shall have the same meaning as the term “required by law” in 45 CFR §164.103.
- 12. ***Secretary of Health and Human Services*** shall mean the Secretary of the Health and Human Services (“HHS”) or any other officer or employee of HHS to whom the authority involved has been delegated.
- 13. ***Security Incident or Incident*** shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PII contained in any form or interference with system operations in an information system that contains PHI or PII.
- 14. ***Use*** shall mean the sharing, employment, application, utilization, examination, or analysis of PII or PHI within an entity that maintains such information.

Section 3. Scope of Agreement

A. **Independent Status of Parties.** The Parties agree that they are, and shall be, independently responsible for complying, and shall independently comply, with the HIPAA Privacy and Security Rules and FIPA, as it may be amended from time to time. The Parties further agree that they are, and shall be, responsible for their own actions and conduct and shall not assume responsibility for the actions and conduct of one another. Additionally, the Parties agree that they shall maintain all

corporate formalities establishing separate and individual control by each organization's board of directors, as applicable.

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

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

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

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

1. Only use or disclose the PHI and PII as allowed under this Addendum or otherwise by applicable law.
2. Only use or disclosure PHI and PII in a manner that would not violate the HIPAA Privacy and Security Rules, or FIPA, if done so by a Covered Entity.
3. Establish and implement appropriate procedures, physical, and technical safeguards to prevent improper access, uses, transmissions, or disclosures of PHI and PII for mitigating, to the greatest extents possible under the circumstances, any deleterious effects from any improper access, use, or disclosure of PHI and PII that the Business Associate reports to the County. Safeguards shall include, but are not limited to: (a) the implementation and use of electronic security measures to safeguard electronic data; (b) requiring employees to agree to access, use, or disclose PHI and PII only as permitted or required by this Addendum; and (c) taking related disciplinary action for inappropriate access, use or disclosure as necessary.
4. Ensure that the Business Associate's subcontractors or agents to whom the Business Associate provides PHI or PII, created received, maintained, or transmitted on behalf County agree to the same restrictions and conditions that apply to the Business Associate with respect to PHI and PII, and ensure that its subcontractors or agents agree to establish and implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of all PHI and PII that it creates receives, maintains, or transmits on behalf of the County.

5. Make the Business Associate's records, books, accounts, agreements, policies, and procedures available to the Secretary of HHS for determining the County's compliance with the HIPAA Privacy and Security Rules, and also, with the State of Florida's Department of Legal Affairs to determine the County's compliance with FIPA.
6. Limit use by, or disclosure to, its subcontractors, agents, and other third parties, to the minimum PHI and PII necessary to perform or fulfill a specific function required or permitted hereunder.
7. Provide information to the County to permit the County to respond to a request by an individual for an accounting of disclosures within five (5) days of receiving a written request from the County, if the Business Associate maintains a Designated Records Set on behalf of the County.
8. At the request of, and in the time and manner designated by, the County, provide access to the PHI and PII maintained by the Business Associate to the County or individual, if the Business Associate maintains a Designated Records Set on behalf of the County.
9. At the request of, and in the time and manner designated by, the County, make any amendment(s) to the PHI and PII when directed by the County, if the Business Associate maintains a Designated Record Set on behalf of the County.
10. Establish and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI and PII the Business Associate creates, receives, maintains, or transmits on behalf of the County.
11. Report to the County any Security Incident involving PHI and PII that the Business Associate discovers in the manner detailed in Section 7 below.

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

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

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

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

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

Section 5. Confidentiality

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

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

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

C. This provision shall not apply to Confidential Information:

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

Section 6. Security

A. **Security of Electronic Protected Health Information and Personal Information.** The Business Associate will develop, implement, maintain, and use administrative, technical, and

physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI (as defined in 45 C.F.R. §160.103) and PII (as defined by §501.171, Florida Statutes) that the Business Associate creates, receives, maintains, or transmits on behalf of the County consistent with the HIPAA Privacy and Security Rules and FIPA.

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

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

Section 7. Reporting Requirements

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

B. **Reporting to the County.**

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

6. The Business Associate will cooperate with the County in complying with any applicable notification requirements pursuant to the Breach Notification Rule and/or pursuant to Florida law (including but not limited to, §§501.171 and 817.5681, Florida Statutes), and in taking steps determined by the County to be necessary to mitigate any potential harm caused by a Security Incident. The Business Associate will pay and/or reimburse the County for any reasonable expenses the County incurs in notifying individuals of, and /or mitigating potential harm caused by, a Security Incident caused by the Business Associate and/or its subcontractors or agents.

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

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

E. **Reporting to HHS and the State of Florida Department of Legal Affairs.** The Business Associate shall cooperate with the County to provide notice to the Secretary of HHS of unsecured PHI and to the State of Florida, Department of Legal Affairs, of unsecured PII that has been acquired or disclosed in a breach. If the breach was with respect to five hundred (500) or more individuals, such notice must be provided immediately. If the breach was with respect to less than five hundred (500) individuals, the Business Associate may maintain a log of such breach occurring and annually submit such log to the County so that it may satisfy its obligation to notify the Secretary of HHS documenting such breaches occurring in the year involved.

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

1. Regardless of the method by which notice is provided to individuals under this section, notice of a breach shall include, to the extent possible, the following: (a) a

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

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

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

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

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

Section 8. Termination

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

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

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

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

1. When the Agreement is terminated, the PHI and PII that the Business Associate received from, created, or received on behalf of the County must be destroyed or returned to the County, at the Business Associate's expense, including all PHI and PII in the possession of the Business Associate's subcontractors or agents. However, if the Business Associate determines that returning or destroying PHI and PII is not feasible, the Business Associate must maintain the privacy protections

under this Addendum, and according to applicable law, for as long as the Business Associate retains the PHI and PII, and the Business Associate may only use or disclose the PHI and PII for specific uses or disclosures that make it necessary for the Business Associate to retain the PHI and PII.

2. If the Business Associate determines that it is not feasible for the Business Associate to return PHI or PII in the subcontractor's or agent's possession, the Business Associate must provide a written explanation to the County of such reasons and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions contained in this Addendum to the subcontractor's or agent's use or disclosure of any PHI and PII retained after the termination of the Agreement, and to limit any further uses or disclosures for the purposes that make the return or destruction of the PHI or PII not feasible.

Section 9. Miscellaneous

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

B. **No Third Party Beneficiaries.** Nothing expressed or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties any rights, remedies, obligations, or liabilities whatsoever.

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

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

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

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

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

Associate is a state department or division, or a political subdivision of the State of Florida, indemnification shall follow the provisions of §768.28, Florida Statutes.

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

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

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

To the County:

Orange County HIPAA Privacy Officer
2002-A East Michigan Street
Orlando, FL 32806
(407) 836-9214

AND

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

To the Business Associate:

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

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

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

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

O. **Entire Agreement.** The Agreement, this Addendum and/or any additional addenda or amendments to the Agreement, any documents incorporated herein by reference, and/or attachments hereto, shall construe the entire understanding between the Parties as to the rights, obligations, duties, and services to be performed hereunder.

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

BY: _____

DATE: _____

THE BUSINESS ASSOCIATE

Business Associate: _____

By: _____

Printed Name: _____

Official Title: _____

Date: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____
20____, by _____.

(Seal)

Signature Notary Public
Print, Type/Stamp Name of Notary

Personally Known [] or Produced Identification []

Type of Identification Produced: _____