

REQUEST FOR PROPOSAL  
23-P-186JRD  
CDBG-DR SYSTEM OF RECORD

County of Volusia  
123 W. Indiana Ave.  
DeLand, FL 32720



RELEASE DATE: September 6, 2023

DEADLINE FOR QUESTIONS: September 28, 2023

RESPONSE DEADLINE: October 12, 2023, 3:01 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/volusia>

County of Volusia  
REQUEST FOR PROPOSAL  
CDBG-DR System of Record

I. Introduction.....

II. Terms and Conditions .....

III. General Terms and Conditions .....

IV. Scope of Work .....

V. Evaluation Phases .....

VI. Vendor Questionnaire.....

VII. Definitions .....

Attachments:

A - Attachment A - CDBG-DR SOR Requirements Matrix rev 1

B - Attachment B - Pricing Form

C - Attachment C - Required Types and Limits of Insurance

D - Attachment D - County Computing Security Procedures

E - Attachment E - Sample Agreement - 23-P-186JRD

F - Attachment F - Federal Contract Provisions

G - Attachment G - File Format Requirements - Payment Data

H - Attachment H - Technical Requirements Form

## 1. INTRODUCTION

This County of Volusia is seeking a single, qualified, and eligible Contractor to implement a Software as a Service solution including installation, configuration, integration, data conversion, training, implementation, and maintenance that administers a federal Community Development Block Grant for Disaster Recovery (CDBG-DR) including its programs and management of grant funds, to serve as a “System of Record” (“System”) and related services.

The County estimates the initial length of the Contract (“Contract”) will be six (6) years, or until all Deliverables have been submitted and accepted by Agency (Final Acceptance as defined in the Contract). Some Deliverables are currently listed as “OPTION RESERVED TO COUNTY” and may later be activated through an amendment or change order to the Contract, as appropriate. As the project progresses into new phases, some Deliverables may need to be refreshed as more becomes known. The selected Contractor will need to maintain flexibility and be adaptable to County approaches and methodologies.

### 1.1. [Summary](#)

### 1.2. [Background](#)

### 1.3. [Contact Information](#)

**John Duckworth**

Sr. Procurement Analyst

123 W. Indiana Avenue

Room 302

DeLand, FL 32720

Email: [jduckworth@volusia.org](mailto:jduckworth@volusia.org)

Phone: [\(386\) 822-5792](tel:(386)822-5792)

**Department:**

Recovery and Resiliency

### 1.4. [Timeline](#)

<b>Release Project Date</b>	September 6, 2023
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<p><b>Pre-Proposal Meeting (Non-Mandatory)</b></p>	<p>September 20, 2023, 10:00am          Virtual Option:          Microsoft Teams meeting</p> <p><a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_MjM1NGVmM2QtODc3Yi00Mjg1LWFmOGMtNWY2MWU5ZGI4YTVk%40thread.v2/0?context=%7b%22Tid%22%3a%22ed785c93-cfd5-4daf-a103-4de951a43b70%22%2c%22Oid%22%3a%221d781551-16c8-42bf-9840-0645c6370649%22%7d">https://teams.microsoft.com/l/meetup-join/19%3ameeting_MjM1NGVmM2QtODc3Yi00Mjg1LWFmOGMtNWY2MWU5ZGI4YTVk%40thread.v2/0?context=%7b%22Tid%22%3a%22ed785c93-cfd5-4daf-a103-4de951a43b70%22%2c%22Oid%22%3a%221d781551-16c8-42bf-9840-0645c6370649%22%7d</a></p> <p>Meeting ID: 240 769 741 643          Passcode: NazHX6</p> <p>Or call in (audio only)          +1 386-456-3482,,420466581# United States,          Daytona Beach</p> <p>In-Person Option:          County of Volusia - TCK Administration Building          123 W. Indiana Avenue, Room 302, Purchasing          Conference Room          DeLand, FL 32720</p>
<p><b>Question Submission Deadline</b></p>	<p>September 28, 2023, 11:59pm</p>
<p><b>Proposal Submission Deadline</b></p>	<p>October 12, 2023, 3:01pm</p>
<p><b>Solicitation Opening Date</b></p>	<p>October 12, 2023, 3:01pm          Microsoft Teams meeting          Join on your computer, mobile app or room device  <a href="https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting">https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting</a>          Meeting ID: 213 233 692 064          Or call in (audio only)          +1 386-456-3387,,628672925# United States,          Daytona Beach          Phone Conference ID: 628 672 925#</p>

## 2. TERMS AND CONDITIONS

### 2.1. Special Conditions

#### A. **RFP Closing Date**

Bids must be received through the County's [eProcurement Portal](#) before 3:01 pm on Thursday, October 12, 2023. Bids received after this time will not be considered.

#### B. **Pre-proposal Conference**

1. A non-mandatory pre-proposal conference will be held Virtual Option: Microsoft Teams meeting [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MjM1NGVmM2QtODc3Yi00Mjg1LWFmOGMtNWY2MWU5ZGI4YTVk%40thread.v2/0?context=%7b%22Tid%22%3a%22ed785c93-cfd5-4daf-a103-4de951a43b70%22%2c%22Oid%22%3a%221d781551-16c8-42bf-9840-0645c6370649%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MjM1NGVmM2QtODc3Yi00Mjg1LWFmOGMtNWY2MWU5ZGI4YTVk%40thread.v2/0?context=%7b%22Tid%22%3a%22ed785c93-cfd5-4daf-a103-4de951a43b70%22%2c%22Oid%22%3a%221d781551-16c8-42bf-9840-0645c6370649%22%7d) Meeting ID: 240 769 741 643 Passcode: NazHX6 Or call in (audio only) +1 386-456-3482,,420466581# United States, Daytona Beach In-Person Option: County of Volusia - TCK Administration Building 123 W. Indiana Avenue, Room 302, Purchasing Conference Room DeLand, FL 32720, at 10:00 am on Wednesday, September 20, 2023. While this is not mandatory, all interested parties are encouraged to attend and participate.
2. In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County's ADA Coordinator at 386-248-1760 for assistance, at least two (2) business days before any meeting date. Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the County's ADA Coordinator at 386-248-1760. Read the full ADA Notice under The American with Disabilities Act (Title II), at [www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf](http://www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf). Read the County of Volusia Grievance Procedure under The Americans with Disabilities Act (Title II).
3. **Non-mandatory Pre-proposal** : You may RSVP via the County's eProcurement Portal. The County will electronically record attendance of the firms via the County's eProcurement Portal. Additionally, the County of Volusia reserves the right to add a second mandatory pre-bid meeting, if the County deems it necessary.

### 2.2. Authorized Official

The proposal submission and all required forms must be submitted/signed by an official authorized to legally bind the Respondent to all Solicitation provisions. A Memorandum of Authority may be submitted to document that the individual is authorized to commit the firm to a contract.

### 2.3. Evaluation Criteria

Each Proposal submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

- Proper timely submittal of ALL documentation in conformance with all requirements of the RFP.
- The Contractor's proposal meets or exceeds the requirements of the RFP and cumulatively provide the service and benefits to the County deemed to be in the best interest of the public. The Evaluation Process may be conducted in two (2) phases.

A. Phase One: This phase shall include the review of the submittals by a County Evaluation Committee using the evaluation criteria. The Evaluation Committee may then short-list for Phase Two. The County reserves the right to request additional information including clarification of any or all information submitted by any Respondent during both phases.

**The greatest benefits to the County will be determined based upon the following evaluation criteria:**

1. Qualifications of the firm and the employees that will be assigned to the County

- a. Proposing Firm Qualifications and Experience.
- b. Relevant qualifications & experience of employees assigned to project.

2. Experience

Experience in providing similar services / references, including timeliness of performance; in order to evaluate past performance, all proposers are required to submit three (3) references illustrating a minimum of five (5) years' relevant service that are the same or similar to the magnitude of this RFP. For company name and/or ownership changes, appropriate documentation shall be required.

3. Total Cost

Overall cost (including upfront costs and continuing maintenance).

4. Project Approach

Overall project methodology/approach to support the needs and objectives of the project.

5. Software/System Capabilities

a. Approach and demonstration of how proposed solution meets or exceeds County functional requirements/concept of operations objectives stated in the RFP.

b. Warranty, maintenance, updates, and upgrades.

c. Database architecture and API documentation for data accessible to clients.

6. Financial Stability

All Respondents shall submit a statement of financial stability and shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

B. Phase Two: It is anticipated the Evaluation Committee may short-list. The short-listed Respondents will be given a scripted demonstration for presentation. Possible site visits may be scheduled and other information may be required to determine and assist in the selection of which system and Respondent shall be awarded a Contract. The Evaluation Committee shall then meet for a final ranking of the Respondents.

#### 1. Scripted Scenario Demonstrations

- a. Respondents may be invited to make presentations to County personnel using scripted scenarios provided by the County.
- b. Presentations of scripted scenario demonstrations will be held at a yet to be determined location.
- c. Demonstrations will follow a scripted format to ensure a fair evaluation of each proposed solution.
- d. The Respondents will be provided with the demonstration scripts in advance of the actual demonstration to ensure ample preparation time.
- e. Each Respondent invited to make a presentation will be given the same amount of time to prepare their response.
- f. Respondent representative(s) attending these presentations must be qualified to respond to questions related to any section of the proposal, including the systems and the components.
- g. The Respondents should be prepared to fully demonstrate any of the system functionality that has been characterized in the response as being currently operating in a production environment.

2. Site Visits – The County reserves the right to request site visits.

#### 2.4. [Evaluation Method](#)

The County will appoint a committee consisting of department staff to evaluate the proposals and to make recommendation to the County Council. The County will be the sole judge of its own best interests, the proposals, and the resulting Contract. The County's decisions will be final. Award will be made to the proposal, which presents the best value to the County based on the entire evaluation process and all the information gathered. The County may require the short-listed firm (s), if applicable, to do an oral presentation or have discussions by the proposed team relative to their specific experience on similar projects. Although each member independently examines the proposals prior to the meeting, the short-listing or selection of the firms is determined by the consensus of the committee at the meeting.

**Note: Respondents are prohibited from contacting any of the committee members, other than the Procurement Analyst prior to the recommendation of award from the committee.**

## 2.5. [Proposal Acceptance/Rejection](#)

The County reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with competing Respondents, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the County.

## 2.6. [Proposal Acceptance Period](#)

Any Proposal in response to this RFP shall be valid through June 30, 2024. At the end of this time the proposal may be withdrawn at the written request of the Respondent if no award has been made. If the Proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled regardless of the status of the proposal bond. The County reserves the right to request an extension of the proposals if a Contract has not been executed by June 30, 2024.

## 2.7. [Payment Terms](#)

- A. The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the invoice(s) or receipt of all products or services ordered.
- B. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.
- C. The County has the capability of Electronic Funds Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments. Contractors offering prompt payment discounts, for example, 1% - net 10, the discount shall be taken if the check issue date is within specified time period from date of invoice.

By submitting a Proposal (offer) to the County of Volusia, Florida, the Contractor expressly agrees that, if awarded an Agreement, the County may withhold from any payment monies owed by the Contractor to the County for any legal obligation between the Respondent and the County including, but not limited to, real property taxes, personal property taxes, fees, and commissions.

## 2.8. [Award Term](#)

The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Contractor(s) shall be awarded an Agreement for an initial six (6) year term with the option for five (5) subsequent one (1) year renewals. All renewals will be contingent upon mutual written agreement and, when applicable, approval of County Council.

## 2.9. [Termination](#)

- A. The resulting Contract may be terminated by either party upon the material breach by the other party if such breach is not cured within thirty (30) days written notice from the non-breaching party.

- B. County may terminate this Agreement upon at least ninety (90) days prior written notice to Contractor.
- C. Contractor may terminate this Agreement upon at least one hundred eighty (180) days written notice to the Director of Purchasing and Contracts. Failure to provide proper notice to the County may result in the Contractor being barred from future business with the County.
- D. After Contractor's receipt of a notice of termination pursuant to Paragraph 1 above (or to the extent Contractor has not cured a material breach within thirty (30) days notice from County), and except as otherwise directed by the County, the Contractor shall:
  - 1. Stop work under the Contract or applicable statement of work on the date specified in the notice of termination.
  - 2. Place no further orders or subcontracts for materials, services or facilities.
  - 3. Terminate all orders and subcontracts to the extent that they relate to the performance of work or services terminated by the notice of termination.
  - 4. With the approval of the County and to the extent required by the County, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts. County's approval of such settlements shall be final for all the purposes of this Section, Termination.
- E. After receipt of a notice of termination, the Contractor shall submit to the County its termination claim for amounts owed by County (which shall include, without limitation, all amounts due for work or services performed through the date of termination), in the form and with a certification as prescribed by the County. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the County, upon request of the Contractor made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, the County may determine on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined. In the event County terminates for convenience or non-appropriation, Contractor shall not be obligated to refund to County any prepaid fees.
- F. Non-Appropriation. The resulting Contract may be terminated by the County or Contractor if the County does not appropriate the funding in any fiscal year necessary to pay the compensation set forth in the Article entitled Compensation in the resulting Contract.
- G. In the event that the resulting Contract is terminated by the County or Contractor for non-appropriation, Contractor shall be paid in accordance with terms of the Article entitled Compensation in the resulting Contract. Contractor shall be paid (a) to the date of termination on a prorated basis for any task and deliverable designated for payment on the payment

milestone schedule that was started but not completed and/or (b) for any work or deliverable that has been completed but not yet been paid. County's obligation to pay Contractor under this Section, Termination, and the resulting Contract is limited to the budgeted amount for the fiscal year approved by the Volusia County Council for the then current fiscal year of the resulting Contract. Contractor shall have no right to compel the Volusia County Council to appropriate funds for any fiscal year to pay the compensation.

- H. Upon being notified of County's election to terminate for default of Contractor, non-appropriation or convenience, Contractor and its Subcontractors shall refrain from performing further work or incurring additional expenses under the terms of the resulting Contract which is not specifically authorized in the notice of termination.
- I. If termination of the resulting Contract occurs for any reason:
  - 1. Except as otherwise provided in the resulting Contract, Contractor shall return to the County, or destroy, all County confidential information in Contractor's possession and shall certify the destruction or return of said information in a written document signed by the duly authorized representative of the Contractor that all such information has been destroyed or returned, provided that Contractor shall be permitted to retain an archival copy of any such confidential information (provided it continues to maintain the confidentiality of such as prescribed herein) to the extent necessary to have a record of the work or service performed hereunder.
  - 2. For all undisputed outstanding invoices submitted to the County for Work completed or deliverables delivered prior to the effective date of the termination, the County shall cause payments to be made to Contractor within forty-five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under the resulting Contract for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment within fifteen (15) days of receipt and County shall pay any undisputed amount within forty-five (45) days, subject to the Article entitled Compensation in the resulting Contract. Any disputed amounts on any invoices shall be subject to the dispute resolution process set forth in the Article entitled Dispute Resolution in the resulting Contract.
- J. In the event of termination by the County for non-appropriation, for all items or products ordered by Contractor before receipt by Contractor of the Notice of Termination which Contractor could not cancel without imposition of a fee, the County shall cause payments to be made to Contractor within forty-five (45) days of receipt of an undisputed invoice for all cancellation, restocking or residual fees resulting from the cancellation or return of third party products ordered from or shipped by the vendor thereof prior to the effective date of the termination.

- K. In the event Contractor is unable to deliver the system in a manner that enables the system and all of its functional components to pass final acceptance testing, County shall have the right to terminate the Agreement and have the right to receive from Contractor a refund of any implementation fees paid through the date of such termination.
- L. Upon any termination or expiration of this Agreement, Contractor, upon County's written request, shall promptly deliver, but not more than thirty (30) days after County's request, to County an extract of County's data hosted in the System in XML format or such other format as mutually agreed upon by County and Contractor.
- M. Transition Support Services. If this Agreement expires or is earlier terminated, the Contractor shall provide transition support services to the County and develop a transition plan (the "Transition Plan") in the form of an Amendment or Change Order to the resulting Agreement to be signed by the County and the Contractor. Contractor's time will be limited to transition support services needed to produce required materials and to respond to questions regarding the System to be transitioned to another Contractor. Examples of transition support services include but are not limited to delivering via electronic media, accurate copies of any data that is requested, creation of data conversion and/or migration maps, and other tasks necessary to perform the services. The Contractor shall cooperate with the County to develop and implement an orderly transition plan and the Contractor shall continue to provide services to the County until the transition plan is completed to the satisfaction of the County. Materials include but are not limited to assistance including all documentation so Contractor can provide the transition support services to the County or another Contractor. However, in no event shall the Contractor be obligated to disclose any legally recognized proprietary information or trade secrets, such as database schema, to any competitor of Contractor. In the event that the Contractor is not willing to share database schema with a successor, then the Contractor agrees to grant to the County a renewal option on the same terms and conditions as the prior term, to be exercised (or not) by the County at least sixty (60) days prior to the expiration of the current term.
  - 1. Creation of Data Conversion and/or Migration Maps. The Contractor's technical staff familiar with the Contractor's applications and the data structure shall work with the County assigned information technology staff in the creation of data conversion and/or migration maps or equivalent to be used to convert the data from the Contractor's application databases to the application database selected by County as a replacement.
  - 2. Upon notification to the Contractor that the County is ready to convert to a replacement system, the Contractor shall transfer the County's data in a format as may be mutually agreed to by the County and the Contractor.
  - 3. If this Agreement is earlier terminated by the Contractor, other than for default by the County, then the Contractor shall provide the above transition support services at no cost to the County. If this Agreement expires or is earlier terminated by the County, then Contractor shall provide the above transition support

services upon terms mutually agreed upon by the parties. As above, in the event that the Contractor is not willing to share database schema with a successor, then the Contractor agrees to grant to the County a renewal option on the same terms and conditions as the prior term, to be exercised (or not) by the County at least sixty (60) days prior to the expiration of the current term.

## 2.10. Damages

Due to the nature of the services to be provided and the potential impact to the County for loss, the Contractor cannot disclaim consequential or special damages related to the performance of this Agreement. The Contractor shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

## 2.11. Post-Proposal Discussions with Respondents

It is the County's intent to award a Contract(s) to the Respondent(s) deemed most advantageous to the County in accordance with the evaluation criteria specified in this RFP. The County reserves the right, however, to conduct post-closing discussions with any Respondent who has a realistic possibility of Contract award including, but not limited to, requests for additional information and competitive negotiations.

## 2.12. Presentations by Respondents

- A. The County of Volusia, at its sole discretion, may ask individual Respondents to make oral presentations and/or demonstrations without charge to the County.
- B. The County reserves the right to require any Respondent to demonstrate to the satisfaction of the County that the Respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the requirements of the RFP. The demonstration must satisfy the County and the County shall be the sole judge of compliance.
- C. Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

### 3. GENERAL TERMS AND CONDITIONS

#### 3.1. Submission of Offers

All offers shall be submitted through the [County's eProcurement Portal](#) . The submission of responses prior to the specified date and time is solely and strictly the responsibility of the Respondent. Any submittal received after the specified date and time will not be considered. Responses shall be submitted on forms and systems as directed by the County. Additional information may be submitted with the response. No offer may be modified after acceptance. Terms and conditions differing from those in this RFP may be cause for disqualification of the RFP Proposal. Failure to provide the required information may result in the proposal not being considered.

#### 3.2. Respondent's Responsibility

The Respondent, by submitting a Proposal, represents that:

- A. The Respondent has read and understands the RFP in its entirety and that the Proposal is made in accordance therewith;
- B. The Respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;
- C. The Respondent has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the Agreement and to verify any representations made by the County of Volusia, Florida, upon which the Proposer will rely. If the Respondent receives an award because of its Submittal, failure to have made such investigations and examinations will in no way relieve the Respondent from its obligations to comply in every detail with all provisions and requirements of the Agreement, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Respondent for additional compensation or relief; and,
- D. The Respondent will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Agreement term or up to and including three (3) fiscal years following the County's annual audit.

#### 3.3. Execution of Offer

Offer shall contain a signature in the space(s) provided of a representative authorized to legally bind the Respondent to the provisions therein. All spaces requesting information from the Respondent or asking a question of the Respondent shall be completed.

#### 3.4. Opening

Pursuant to Section 119.071, Florida Statutes, Bids or proposals ("responses") and the completed tabulation will be available for inspection within thirty (30) days of response opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or go to <https://procurement.opengov.com/portal/volusia> for inspection of the completed

tabulation. The foregoing notwithstanding, if, prior to the County's making responses available for inspection, the County rejects all responses and concurrently provides notice of the County's intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such Section may apply.

Bid openings and Public meetings may be attended either in person or remotely. Bid openings may be accessed remotely as described in the introduction time line section of this solicitation.

In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County's ADA Coordinator at 386-248-1760 for assistance at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the County's ADA Coordinator at 386-248-1760. Read the full ADA Notice under The American with Disabilities Act (Title II), at [www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf](http://www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf). Read the [County of Volusia Grievance Procedure under The Americans with Disabilities Act \(Title II\)](#).

### **3.5. Public Records Law**

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

**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 386-736-5935, [purchasing@volusia.org](mailto:purchasing@volusia.org), by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. Rm. 302 DeLand, FL 32720.**

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.
- B. Upon request from the County's custodian of public records, provide the 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 Chapter 119, Florida Statutes, or as otherwise provided by law.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.
- D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination 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 or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- E. Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.
- F. Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

### 3.6. Clarification/Correction of Entry/Minor Irregularities:

The County of Volusia reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES. The County reserves the right to waive minor irregularities in Submittals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the Respondent an advantage or benefit not enjoyed by other Respondents.

### 3.7. Revisions, Addenda, Questions & Answers:

- A. It is incumbent upon each Bidder to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. The posting of answers through the County's official online procurement platform OpenGov Procurement is the only official methods by which interpretation, clarification, or additional information can be given. Questions and exceptions concerning any Section of this RFP shall be directed through the question and answer functionality of OpenGov Procurement.
- B. If it becomes necessary for the County to revise or clarify any part of this RFP the solicitation will be updated on the OpenGov Procurement by one of the following methods: the posting of answers to questions received; the revision of solicitation language/documentation. It is each Bidder's responsibility to check the OpenGov Procurement for any posted answers, and/or solicitation changes at <https://procurement.opengov.com/portal/volusia/projects/57754>. Each Respondent shall ensure that they have reviewed all questions & answers and/or changes to this RFP before submitting their proposal. By submitting a response, Respondents acknowledge that they have reviewed all posted answers, and/or solicitation changes prior to the posted closing dateime.
- C. Each answer issued by the County shall become a material part of this solicitation. Answers posted by the County, and/or changes made to the solicitation shall become a material part of this solicitation.
- D. Questions and exceptions shall be submitted by the question and answer deadline. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Bidders' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. Oral representations will not be binding on the County.

### 3.8. Incurred Expenses

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any Respondent in preparing and submitting a reply, or any cost or expense incurred by any Respondent prior to the execution of a purchase order or Contract/Agreement.

### 3.9. Disadvantaged Businesses

The County Council has adopted policies, which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged / minority / women-owned firms.

### 3.10. F.O.B. Point

The F.O.B. points for the Contract and for all purchases made under it shall be as specified by the using department (in accordance with the RFP proposal form), in Volusia County, Florida. Delivery will not be

complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the Seller/Respondent and the carrier.

### 3.11. Unusual Costs:

The Contractor may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices go down.

### 3.12. Additional Terms & Conditions

The County of Volusia reserves the right to reject offers containing terms or conditions contradictory to those requested in the RFP specifications.

### 3.13. Taxes

County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85- 8012622393C-9). Certificates are available at [www.volusia.org/purchasing](http://www.volusia.org/purchasing). After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

### 3.14. Payment Terms

Unless otherwise stated in the Special Conditions, the County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the correct invoice(s) or receipt of all products or services ordered in accordance with F.S.S. 218.74

### 3.15. Meets/Minimum Specifications

The specifications listed in the scope of service are the minimum required performance specifications for this RFP; they are not intended to limit competition nor specify any particular Respondent, but to ensure that the County receives quality services.

### 3.16. Samples

When required, samples of products shall be furnished with response to the County at no charge. Samples may be tested and will not be returned to the Respondent. The result of any and all testing shall be made available upon written request.

### 3.17. Silence of Specifications

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

### 3.18. Change in Scope of Work/Service

- A. The County may order changes in the work/service consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment or change order to the Agreement signed by the County Representative, County Director of Purchasing and Contracts, and the Contractor.
- B. If the Contractor believes that any particular work/service is not within the scope of work/service of the Agreement, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County's Representative in writing of this belief. The Contractor and County shall negotiate modifications to the Agreement in good faith and agree upon equitable adjustment for any changes in services or other obligations required of the Contractor due to such modifications. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
- C. The County reserves the right to negotiate with the awarded Contractor(s) without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within this RFP for which requirements were not known when the RFP was released.

### 3.19. Governing Laws/Venue

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Jurisdiction over and venue for any controversies or legal issues arising out of this Agreement shall, if in state court, be exclusively in the 7th Judicial Circuit in and for Volusia County, Florida, or, if in federal court, in the Middle District of Florida, Orlando Division. By entering into this Agreement, Contractor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement, and, unless otherwise expressly provided herein,

each agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

### 3.20. Assignment

Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to, requiring the Contractor or his/her proposed successor in interest to post a performance bond. Any consent by the County under this Section shall be by written amendment to the Agreement in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Agreement, Contractor shall no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00); however, payment of such fee shall not entitle the Contractor to the County's acceptance or approval of its request for assignment.

Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without a written and duly executed amendment to the Agreement.

### 3.21. Content of Invitation/Response

The contents of this RFP, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of these "General Terms and Conditions."

### 3.22. Contract

The contents of this RFP and all provisions of the successful proposal deemed pertinent by the County may be, at the sole discretion of the County, incorporated into a Contract and become legally binding on the selected proposer. The content of the Contract may contain changes as a result of the RFP process and the content of the submittal received. The Contract shall, at minimum, include the substantive terms and conditions as outlined in the RFP and be subject to review by the County attorney or designee prior to approval and execution for determination of legal form and substantive sufficiency, and may contain those additional terms and conditions that the County deems in its best interest.

- A. The Director of Purchasing and Contracts, County Manager, and County Chair are the sole Contracting Officers for the County of Volusia, Florida, and only they or their designees are authorized to make changes to any Contract.
- B. The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Master Agreement. The County shall not be responsible for any order, change substitution or any other discrepancy from the Purchase Order or Master Agreement. If

there is any question about the authenticity of a Purchase Order, Master Agreement, or change order, the Respondent should promptly contact the Purchasing Office at 386-736-5935.

### 3.23. Disclosure of Proposal Content

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any Submittal does not affect this right. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).

### 3.24. Limitation of Liability/Indemnification

The Contractor shall indemnify, defend and hold harmless the County, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the County.

In all claims against County, no indemnification obligation shall be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

Contractor shall include the same indemnification language contained in this section in all agreements with Subcontractors or independent contractors engaged to perform any services under this Agreement. Contractor shall ensure that all Subcontractors also include this indemnification language in any agreements that they enter into to engage additional subcontractors to perform work under this Agreement.

### 3.25. Infringement Claim

For all licensed software or derivate works of the licensed software used by County under the resulting Agreement, Contractor agrees to protect, defend, indemnify, and hold harmless County, its agents, elected officials and employees of County from and against any and all claims, demands, actions, and causes or action which may arise asserting that all or any part of Contractor's licensed software or applications that are owned and licensed by Contractor to County for use thereof by County, infringes or misappropriates any third party's valid state patent, copyright, trademark, or any trade secret protected under United States law. In the event of an infringement claim, Contractor shall have the option: (i) to procure for County the right to continue using any product or service found to be infringing; (ii) to replace any such infringing product or service with a non-infringing product or service; or (iii) to modify such infringing product or service to make it non-infringing. Contractor shall have no obligation under this Section, if the Infringement Claim is based upon the use of the system in combination with other hardware or software applications not furnished by Contractor, or if such a claim arises from County's modification of the system without the authorization of Contractor.

### 3.26. Sovereign Immunity

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

### 3.27. Patents, Copyright, and Royalties

The supplier/provider, without exception, shall indemnify and save harmless the County of Volusia, its officers, agents and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the County of Volusia. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.

### 3.28. Use of County Logo

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this solicitation permits or shall be construed as authorizing Respondent to use or display County's Intellectual Property on Respondent's submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Respondent in response to this solicitation. The County has the right to redact the County Logo displayed on any proposal submitted.

### 3.29. Acceptance

Products purchased as a result of this RFP may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Contractor.

### 3.30. Safety Warranty

Any awarded Contractor including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

### 3.31. Safety

The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed by the Contractor in performing the work. The Contractor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Contractor shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the Contractor, Subcontractor, or supplier's failure to comply with the regulations.

### 3.32. Warranty

The Respondent agrees that, unless otherwise specified, the product and/or service furnished as a result of this RFP and award thereto shall be covered by the most favorable commercial warranty the Bidder gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the County of Volusia by any other provision of the RFP/offer.

### 3.33. Award

The County reserves the right to award the Agreement to the Respondent(s) that the County deems to offer the best overall Proposal or solution, as defined in the solicitation section, Terms and Conditions - Evaluation Criteria. The County is therefore not bound to accept a proposal based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this RFP, to reject any/all proposals, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejecting and re-soliciting when responses exceed budget and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and/or qualifications of Respondents and to award only a portion of the items and/or services specified, if deemed to be in the County's best interest.

### 3.34. Other Agencies

All Contractors awarded Agreements from this RFP may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Contractor(s).

### 3.35. Special Conditions

County facilities are administrative facilities that provide services to the Volusia County public and any agencies that it serves. As such, activities in all buildings are critical to the provisioning of services to the public and shall not be interrupted by the Contractor's work activities.

### 3.36. Records & Right to Audit

County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to the resulting Contract. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the resulting Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a retention period of five (5) years after completion or termination of the Contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Contract, require its Subcontractors to agree to the requirements and obligations of this Section. Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures.

### 3.37. Claim Notice

The Contractor shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Contractor agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to all Contractor operations at the County project site. The designated representative for the County shall be:

Name: County of Volusia, Florida  
Human Resources/Risk Management Division  
Address: 125 W. New York Avenue, Suite 141  
DeLand, Florida 32720  
Telephone: 386-736-5963  
Fax: 386-822-5006

### 3.38. Waiver of Claims

Once this Agreement expires, or final payment has been requested and made, the awarded Contractor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning this Agreement. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this Agreement.

### 3.39. Compliance with Laws and Regulations

The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with Disabilities Act (ADA), Titles I, II and III of the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees for all work or services performed under this Agreement. The Contractor shall indemnify, defend and hold harmless the County and all its officers, agents, servants, or

employees against any liability or claim made against the County arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, Subcontractors, sub-consultants, professional associates, agents, servants, or employees.

At time of submittal, Contractors must hold the required licensure to be the prime Contractor for all work to be performed under this RFP. If any Contractor proposes to use a Subcontractor or sub-consultant to perform any work under this RFP, such Subcontractor and/or sub consultant shall, at the time of submittal, hold the required licensure for all work to be performed under this Contract as a Subcontractor and shall maintain such license(s) in full force and effect during the term of the awarded Contract. All licenses and permits required to perform Contractor's duties under this RFP, whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at each Contractor's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the awarded Contract.

### [3.40. ADA Compliance for Internet/Web/Online Services](#)

For the purposes of this paragraph, any Services or products offered to public via the internet or online must comply with WCAG 2.0 AA in order to be deemed ADA compliant. The County will provide Contractor with prompt written notice with respect to any ADA deficiencies of which the County is aware and Contractor will promptly correct such deficiencies. If the County, the Department of Justice or other governmental entity tasked with the enforcement of the ADA ("Enforcement Agency") notes any deficiency in the facilities, practices, services, or operations of the Contractor furnished or provided in connection with this Agreement, Contractor shall, at no additional charge or cost to the County, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Contractor further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the County against any and all claims, sanctions, or penalties assessed against the County, which claims, sanctions, or penalties arise or otherwise result from Contractor's failure to comply with the ADA or WCAG 2.0 AA, for online or internet Services or products.

### [3.41. Scrutinized Companies-FL Statute Section 287.135 and 215.473](#)

Contractor must certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The County will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must submit the certification form. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have five (5) Calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall

have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

### 3.42. Modifications Due to Public Welfare or Change in Law

The County shall have the power to make changes in the Agreement as the result of changes in law and/or ordinances of Volusia County to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall, from time to time, be necessary and desirable for the public welfare. The County shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event any future change in Federal, State or County law or the ordinances of Volusia County materially alters the obligations of the Contractor, or the benefits to the County, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the County shall be entitled to an adjustment in the rates and charges established under the Agreement. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Agreement, the County and the Contractor shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

### 3.43. Right to Require Performance

- A. The failure of the County or Contractor at any time to require performance by the other of any provision hereof shall in no way affect the right of the County or Contractor thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- B. In the event of failure of the Contractor to deliver services in accordance with the Agreement terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

### 3.44. Force Majeure

Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited

to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

- A. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- B. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.
- C. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Agreement.

### 3.45. Contractor's Personnel

During the performance of the Agreement, the Contractor agrees to the following:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
- C. The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet federal, state, and local requirements related to their employment and position;

- D. The Contractor certifies that it does not and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended;
- E. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section;
- F. The Contractor shall include the provisions of the foregoing paragraphs A,B,C,D and E above, in every subcontract or purchase order so that the provisions will be binding upon each Contractor;
- G. The Contractor and any Subcontractor shall pay all employees working on this Agreement not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended; and,
- H. Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Contractor or personnel furnished by the Contractor in the course of providing services pursuant to the Agreement and exempt from disclosure pursuant to Section 119.01, F.S., shall be held in confidence and shall not be disclosed by the Contractor or any employee or agents of the Contractor or personnel furnished by the Contractor, without the prior written consent of the County.

### 3.46. County/Contractor Relationship

- A. Any awarded Contractor shall provide the services required herein strictly under a contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent Contractor the awarded Contractor shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Contractor shall be responsible for all income tax, FICA, and any other withholdings from its employees' or Subcontractor's wages or salaries. Benefits for same shall be the responsibility of the Contractor including, but not limited to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.
- B. The Contractor shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.
- C. The Contractor shall not be provided special space, facilities, or equipment by the County to perform any of the duties required by the Agreement, nor shall the County pay for any business,

travel, or training expenses or any other Agreement performance expenses not explicitly set forth in the specifications.

- D. The Contractor, except as expressly set forth herein, shall not be exclusively bound to the County and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the County.

### 3.47. Disqualification of Respondents

One (1) Proposal: Only one (1) Proposal submittal from an individual firm, partnership or corporation under the same or under different name will be considered. If a Respondent submitted more than one (1) Proposal for the work involved, all Proposals submitted from such Respondent may be rejected. Collusion among Respondents: If it is believed that collusion exists among the Respondents, the Proposals of all participants in such collusion shall be rejected and no participants in such collusion will be considered in future proposals for the same work.

### 3.48. Debarment: Purpose and Intent

The county endeavors to solicit offers from, award contracts to, and consent to subcontracts with responsible vendors and contractors only. To further this policy, the county asserts its authority to debar certain vendors and contractors from participating in solicitations pursuant to the policies and procedures herein. The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the county's protection and not for purposes of punishment. Debarment is intended as a remedy in addition to, and not in substitution of, the evaluation of the responsibility of county vendors and contractors, and this policy and the procedures provided for herein shall not supplant or supersede county's authority to reject or otherwise terminate vendors or contractors based on findings of non-responsibility on a case-by-case basis. Further information regarding the County's policies and procedures in regards to DEBARMENT may be found at <https://www.volusia.org/core/fileparse.php/5896/urlt/Debarment-Policy-final-3-27-17.pdf>

### 3.49. Dispute Resolution

- A. Good Faith Efforts to Resolve. The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section, Dispute Resolution. The Contractor and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable statement of Work or Services. Issues shall be escalated to successive management levels as needed.
- B. Informal Dispute Resolution. If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under these agreements, and the parties are unable to resolve such dispute within five (5) business days or longer, that party, known as the Invoking Party, through its applicable Project Manager, shall

promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.

- C. Discovery and Negotiation / Recommended Procedures. Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative within five (5) County Work Days of issuance of the Dispute Notice, or such other time as may be mutually allowed by the Project Managers as being necessary given the scope and complexity of the dispute, the Project Managers may, depending upon the nature, scope, and severity of the dispute, escalate the dispute as indicated below:
1. County Work Days: **10**  
Contractor's Representative: **Contractor's Project Manager**  
County Representative: **County's Project Manager**
  2. County Work Days: **10**  
Contractor's Representative: **Contractor's Sr. Vice President of Sales**  
County Representative: **Director of Purchasing and Contracts**
  3. County Work Days: **20**  
Contractor's Representative: **Contractor's COO or President**  
County Representative: **Deputy County Manager**
- D. Formal Dispute Resolution. At any point after issuance of a Dispute Notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorney's fees for mediation or arbitration of an issue arising under this Agreement.
- E. Right to Terminate Reserved. Regardless of the dispute resolution procedures provided for in this Section, Dispute Resolution, nothing herein shall affect, delay, or otherwise preclude a party from terminating this Agreement in accordance with the provisions of Special Conditions, Termination, it being understood that these dispute resolution procedures are intended as a

means of resolving disputes both during the term of this Agreement and after termination or expiration thereof.

### 3.50. Content of Invitation/Response

The contents of this RFP, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested in this invitation to bid shall supersede the requirements as specified in the General Terms and Conditions section of this solicitation.

### 3.51. Submission of Offers

The County of Volusia is requesting written proposals for the service and/or product(s) detailed within this solicitation. If your company is interested in submitting a proposal to provide this service and/or product(s), please provide the requested information in this RFP, complete the included forms, and submit these documents via your response through OpenGov Procurement by the date and time posted. Proposals received after the posted date and time may not be considered. Proposals shall be submitted through the County of Volusia online solicitation system, OpenGov Procurement, at <https://procurement.opengov.com/portal/volusia> .

Do not submit confidential information, proprietary information and/or trade secrets.

### 3.52. Insurance Requirements

#### Required Types of Insurance

The Contractor, the subcontractor, or a combination thereof shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits no less than those shown in Attachment C - Required Types and Limits of Insurance associated with this solicitation, in the form and from companies satisfactory to the County. If the Contractor provides both the Software Application Services and the Transit Services, Contractor shall have all policies required in Attachment C - Required Types and Limits of Insurance. Attachment C - Required Types and Limits of Insurance is a listing and general summary of insurance policies required and is not intended to be comprehensive as to the requirements of each specific policy. Contractors shall review the additional requirements in this section and ensure that the insurance policies comply with the specific terms and conditions therein.

**The policy limits for all required policies in Attachment A - Required Types and Limits of Insurance shall apply separately from one another and shall not be shared with any other coverage line or reduce the aggregate limit of any other insurance coverage form required in this exhibit. Example: A combined Tech E&O and Cyber policy would require a limit of \$3M/Claim, \$4M Aggregate.**

For the purposes of indemnification of the County or an endorsement or insurance coverage under this Agreement/Contract under which the County is a “named insured”, “additional named insured”, or “additional insured”, the term “County” includes the County of Volusia (a body corporate and politic and a subdivision of the State of Florida), including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees,

agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

Any subcontractors engaged by Contractor or any of Contractor's subcontractors under the resulting Agreement will be required to provide the appropriate insurances listed in Attachment C - Required Types and Limits of Insurance. The Contractor will be required to verify that any Subcontractors of Contractor and any additional parties engaged by the Subcontractors to perform the services under the Agreement have and maintain the required insurance listed on Attachment C - Required Types and Limits of Insurance.

### 3.53. Subcontractors and Independent Contractors

All subcontractors & independent contractors utilized by Contractor to provide services to County and its employees under this Agreement/Contract shall be required to maintain all insurance policies with the same terms, conditions, and requirements required of the Contractor in the Required Types and Limits of Insurance Chart and described in Attachment A - Required Types and Limits of Insurance.

### 3.54. Claims Made Basis Insurance Policies

All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Agreement. The Contractor shall purchase a Supplemental Extended Reporting Period (“SERP”) with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Contractor’s purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require the carrier immediately inform the Contractor, the County Risk Manager, and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under the Agreement.

### 3.55. Risk Retention Groups and Pools

Contractor shall not obtain an insurance policy required under this Agreement from a Risk Retention Group or Pool.

### 3.56. Minimum Required Policies and Limits

Minimum underlying policies, coverages, and limits shall include all policies listed in the Required Types and Limits of Insurance Chart (Figure 1 below and Attachment C).

***Figure 1 - Required Types and Limits of Insurance:***

TYPE OF INSURANCE		
<b>WORKERS COMPENSATION</b> Waiver of Subrogation	Florida Statutory Coverage	
	<b>COMMERCIAL GENERAL LIABILITY</b>	
Occurrence Basis	EACH OCCURRENCE	\$ 1,000,000
	GENERAL AGGREGATE	\$ 2,000,000

Contractual Liability Waiver of Subrogation County Additional Insured Independent Contractors	Premises-Operations	\$ 1,000,000
	Products & Completed Ops	\$ 1,000,000
	Personal & Adv Inj.	\$ 1,000,000
	Fire Damage	\$
		\$
<b>AUTO LIABILITY</b> Any Auto	Combined Single Limit	\$ 500,000
	Bodily Injury (Per person)	\$
	Bodily Injury (Per accident)	\$
	Property Damage (Per Accident)	\$
<b>Note: If contractor does not have "Coverage Symbol 1: Any Auto", contractor is limited to use of covered autos only.</b>		
<b>PROFESSIONAL LIABILITY</b> Computer Software and Services/Technology Errors & Omissions	\$ 1,000,000 per Claim \$ 2,000,000 Aggregate	
<b>CYBER INSURANCE</b> Cyber & Incident Response Network and Information Security & Privacy Liability Third Party Privacy Breach Management Costs	\$ 2,000,000 each Claim \$ 2,000,000 Aggregate	
<b>CANCELLATION: Thirty (30) days written notice of cancellation is required to the Certificate Holder:</b>		
<b>Certificate Holder:</b>  County of Volusia Purchasing & Contracts Division 123 W. Indiana Avenue, Room 302 DeLand, FL 32720  ATTN: <u>John Duckworth</u>		Risk Management Division  _____

**3.57. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis**

Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Contractor’s insurance policies shall be that listed in Attachment A - Required Types and Limits of Insurance or the Contractor’s actual limits, whichever is higher. All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance carried by or for the benefit of the County with any other insurance available to the County. The Contractor shall utilize ISO Form CG 20 38 04 13 and CG

20 37 04 13 or equivalent to provide additional insured status to the County and any party to whom the County is contractually bound to provide additional insured status under a commercial general liability policy.

### 3.58. Workers' Compensation

Workers' Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under the Agreement or that is in any way connected with work or services performed under the Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory. Policy shall be endorsed to include a waiver of subrogation in favor of the County. If Contractor is using a "leased employee" or an employee obtained through a professional employer organization ("PEO"), Contractor is required to have such employees covered by worker's compensation insurance in accordance with Florida Worker's Compensation law and the insurance carrier of the PEO execute a waiver of subrogation in favor of the County, its employees and insurers.

(1) Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under the Agreement must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

### 3.59. Commercial General Liability Insurance

The Contractor shall acquire and maintain Commercial General Liability insurance, with limits of not less than the amounts shown above. Contractor shall not obtain an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include coverage for the Contractor's operations, independent Contractors, Subcontractors and property damage coverages. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Contractors. When County is added as additional insured by endorsement, ISO Endorsements CG 20 38 for Premises & Operations and CG 20 37 for Products & Completed Operations or their equivalent shall be used and shall provide such additional insured status that is at least as broad as ISO form CG 20 10 11 85. If County has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by ISO Endorsement CG 20 38. All commercial general liability policies shall be endorsed to 1.) name the County and any other party required by this Agreement to be named

as an additional insured, 2.) to provide a waiver of subrogation in favor of the County and any other additional insured required by this Agreement, and 3.) to be primary and non-contributory with any insurance or self-insurance maintained by the County and any other party required by this Agreement to be named as an additional insured.

### 3.60. Commercial Auto Liability

The Contractor shall secure and maintain during the term of the Agreement Commercial Auto Liability coverage in amounts of no less than those in Attachment A - Required Types and Limits of Insurance with a combined single limit of the amount shown above with Coverage Symbol 1 (Any Auto), providing coverage for all autos operated regardless of ownership, and protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle. If Contractor does not have Coverage Symbol 1, then contractor shall maintained Coverage Symbols 7, 8, & 9 (Scheduled, Hired, & Non-owned vehicles). The County shall be an additional insured under this policy when required in Attachment A - Required Types and Limits of Insurance. Policy shall be endorsed to provide a waiver of subrogation and to be primary and non-contributory with any insurance or self-insurance available to the County or any additional insured.

### 3.61. Professional Liability

The Contractor shall ensure that it secures and maintains, during the term of the Agreement, Professional Liability insurance with limits of no less than the amount shown in the Required Types and Limits of Insurance Chart in respect only to the project(s) contemplated by the Agreement. Such policy shall cover all the Contractor's or its Subcontractor's professional liabilities whether occasioned by the Contractor or its Subcontractors, or its agents or employees [and broad enough to include errors and omissions specific to Contractor's professional liability for direct and contingent design errors and Architect's/Engineers professional liability with no exclusions for design-build work]. The County shall be an additional insured under this policy when required in the Required Types and Limits of Insurance Chart.

If the Contractor fails to secure and maintain the professional liability insurance coverage required herein, the Contractor shall be liable to the County and agrees to indemnify, defend, and hold harmless the County against all claims, actions, losses or damages that would have been covered by such insurance.

### 3.62. Cyber Insurance

The Contractor shall secure and maintain during the term of the Agreement, with a limit of not less than the limits required in Attachment A - Required Types and Limits of Insurance, a cyber insurance policy with at a minimum the following coverages: 1.) Cyber and Incident Response, 2.) Network and Information Security & Privacy Liability, 3.) Communications and Media Liability, and 4.) Third Party Privacy Breach Management Costs. The County shall be named as an additional insured for each of these coverages under the cyber insurance policy. The Cyber and Incident Response shall include coverage for incident response costs, legal and regulatory costs, IT security and forensic costs, crisis communication costs, privacy breach management costs, third party privacy breach management costs, and post breach remediation costs. The Network and Information Security & Privacy Liability shall include coverage for network security liability, privacy liability, management liability, regulatory fines, and PCI fines penalties

and assessments. The Media Liability coverage shall include coverage for defamation and intellectual property rights infringement. Policy shall include coverage for, but not limited to, (a) data breaches by the Contractor or anyone causing the loss of use of electronic data; loss of personally identifiable information or County confidential information; violations of privacy regulations associated with the control and use of personally identifiable financial, medical or other sensitive information including but not limited to General Data Protection Regulation (EU 2016/679) HITECH; HIPPA; Gramm-Leach Bliley Act of 1999; Florida Breach of Security Act (Section 817.5681, Florida Statutes (2012); the Federal Trade Commission Act (15 U.S.C. 45(a)); violations of the identity Red Flags under the Fair and Accurate Credit Transactions Act of 2003; (c) violations of any state, federal or foreign identity theft or privacy protection, notification and credit monitoring statutes (including any amendments thereto); (d) online defamation, advertising, libel, and slander-related exposures as well as emerging Web 2.0 liabilities created by casual users of third parties accessing Contractor's web site(s) or computer systems through eMedia and the Internet; (e) network security breaches for failure of security measures to prevent a denial of service, unauthorized access, theft of electronic data, and inadvertent transmission of a virus or other malicious code; (f) infringement of intellectual property rights (e.g., patent, copyright, or trademark) in any telecommunications medium (e.g., cell phones, modems, text, videos, images, blogs, etc.) which result in a loss of County revenue or expense to the County due to a covered network outage or computer system loss; (f) cyber investigation expense incurred to investigate a data privacy or network security wrongful act; (g) cyber extortion for expenses incurred in the event of an extortion threat to cause a data privacy or network security wrongful act; and, (h) inadvertent transmission of a computer virus.

### 3.63. Technology Errors & Omissions

The Contractor shall secure and maintain during the term of the Agreement, with a limit of not less than that required in Attachment A - Required Types and Limits of Insurance, a Technology Errors & Omissions policy. Policy shall include coverage technology services and technology products. Policy shall include coverage for failure of electronic products to perform the function or serve the purpose intended after installation and testing. Policy shall include coverage to replace or restore County electronic data lost from any cause whatsoever (including but not limited to a computer virus malware, breach of network security or loss of use, reduction in functionality or damage, destruction, distortion, erasure, corruption or alteration of electronic data) arising from Contractor's services under the Agreement, whether occasioned by the Contractor or its Subcontractors, or their agents or employees including any cost or expense of whatsoever nature resulting there from.

### 3.64. Miscellaneous Professional Liability

Contractor shall secure and maintain, during the term of the Agreement, Miscellaneous Professional Liability insurance with limits of no less than the amounts shown in Attachment A - Required Types and Limits of Insurance. Policy shall cover the professional liabilities, acts, errors, and omissions of Contractor in the identification, appraisal, and placement of personnel into employment roles and the fulfillment of administrative functions including, but not limited to, performance of criminal background checks, drug and alcohol testing for safety sensitive positions; and performance of applicable State of Florida, Federal Transit Administration, and Federal Department of Transportation statutes and regulations.

### 3.65. Primary and Excess Coverage

Any insurance required may be provided by primary and excess insurance policies.

### 3.66. Insurance Requirements

#### A. General Insurance Requirements:

(1) All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

(2) Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the Contractor or its Subcontractors for the entire term of the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.

(3) Waiver of Subrogation. The Contractor hereby waives all rights against the County and its Subcontractors for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement. The Contractor shall require similar waivers from all its Subcontractors. Contractor's insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of insurance required under the Agreement.

(4) County Not Liable for Paying Deductibles. For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing work or services on behalf of the Contractor or for the Contractor's benefit under the Agreement.

(5) Cancellation Notices. During the term of the Agreement, Contractor shall be responsible for promptly advising and providing the County Risk Manager and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under the Agreement within two (2) business days of receipt of such notice or change.

(6) Contractor's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Contract.

### 3.67. Proof of Insurance

- A. The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.
- B. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under the Agreement and

such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of all required policies and any changes or amendments thereto, immediately, to the County, the County Risk Manager, and Purchasing and Contracts Divisions, prior to and at any time after the commencement of any contractual obligations. Contractor shall require its subcontractors in its contracts to immediately provide copies of all required insurance policies upon request of the County. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance or provision of requested policies required hereunder is not provided to the County.

- C. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.
- D. The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate the Agreement but County has no obligation to renew any policies.
- E. The provisions of this section, Required Types of Insurance, shall survive the cancellation or termination of the Agreement.

### 3.68. Data Security

With respect to the System and environment the Contractor uses to provide services, including those for data processing, storage and transmission, the Contractor is responsible for protecting the confidentiality, integrity, and availability of County Data and agrees as follows:

Ownership of County Data. County is the owner of its data, data compilations, PII collected, stored, or managed through the system, and reports or compilations of its data generated from use of the Licensed Software ("County Data"). Notwithstanding anything to the contrary contained in this Agreement, the County shall have the right to use the Contractor's Licensed Software to access and have unfettered use of such data, reports, compilations, or information derived from or resulting from the use of the Licensed Software and/or to generate reports from such data, files or information. Contractor acknowledges and agrees that the County is the owner and custodian of said data, compilations and information whether or not such is electronically retained and regardless of the retention media and that the use of the Licensed Software in relation to such information or data does not in any way restrict County in the County's rights of disclosure of its data and information. The vendor shall not use, distribute, modify, or retain any agency data beyond the purposes of delivering the contracted

services. Upon request, the vendor must provide an export of agency data in an industry standard format. The vendor shall destroy all retained copies of agency data within 30 days after the termination or expiration of the contract.

County Proprietary Information. It is acknowledged by Contractor that to fulfill obligations under the Contract, Contractor personnel may come in contact with business proprietary, personally identifiable, health care, sensitive and privileged law enforcement, and criminal justice information. Contractor is prohibited from divulging, disclosing, or providing access to information obtained as a result of the Contract to any entity or individual not so authorized by the County. Any misuse or unauthorized access of information is subject to administrative and criminal penalties. The Contractor shall take necessary security measures to ensure there is no unauthorized access to County data and that the County proprietary information cannot be downloaded to or printed from any devices that its employees, contractors or subcontractors use, including, and without limitation, desktops, laptops, and USB flash drives.

County Data. In storing, processing, or transmitting County Data, the Contractor shall not commingle the County Data with any data from Contractor's other clients.

Data Sanitization Requirements. The Contractor shall certify to the County, when required, that County data is destroyed and the Contractor is not maintaining, keeping, or archiving County data. Said certification will be provided to the County Contract Manager in writing. Times this may be required during final acceptance and at Contract termination.

Data Monetization. The Contractor shall not profit from utilizing County data, metadata, or other County information.

Security Operating Protocols. The Contractor shall adhere to cybersecurity standards and best practices published by the National Institute of Standards and Technology (NIST) as applicable, and, employ generally accepted industry security methods and internal security operating protocols to prevent unauthorized access into the service the Contractor provides to the County or interception of data or communications by unauthorized individuals or unauthorized third parties. Such practices shall include, as applicable: Data Risk Management; Secure Configuration and Vulnerability Management; Access Control; encryption of data stored and transmitted using cryptographic modules validated as compliant with Federal Information Processing Standard 140-2 ; firewall protection; password protection; review of firewall logs and intrusion detection and protection systems (IDPS) notifications on a daily basis; and, update of virus definitions and security patches on an as-needed basis.

Hosting Provider. The Contractor shall only use hardware and software located in secure facilities in the U.S. and administered by the Contractor or a third-party hosting provider ("Hosting Provider") to provide services to the County. The Contractor represents and warrants that each Hosting Provider used by the Contractor will cause to be conducted, on at least an annual basis, an SSAE 18 SOC 2 (or equivalent) security audit by a qualified and reputable auditing organization who shall identify in a written report (a copy of which shall be promptly delivered to the County upon request and which shall be the Contractor's Proprietary Information) any deficiencies or weaknesses to internal controls that impact system security availability, processing integrity, confidentiality, or the privacy of County Data in connection with the applicable Hosting Provider's services that the Contractor uses and the operating environment thereof.

**County Data Location.** Except for sending the County Data to the County and to offsite backup storage facilities, the Contractor shall keep the County Data solely in its Hosting Provider’s facility or facilities located in the United States and shall not allow such data to leave such facility or facilities in any form.

**Security Breach.** Within twelve (12) hours of discovery, the Contractor shall notify the County should it discover any breach of the security provisions set forth in this Agreement or a loss, interception, unauthorized disclosure or other compromise of the County Data and shall immediately coordinate with the County to investigate and remedy such breach(es) in a diligent and timely manner. Except as may be strictly required by applicable law, the Contractor agrees that it will not inform any third party of any such security breach involving the County Data without the County’s prior written consent; however, if such disclosure is required by applicable law, the Contractor agrees to work with the County regarding the content of such disclosure so as to minimize any potential adverse impact upon affected parties.

**Backup Materials.** The Contractor or its Hosting Provider shall maintain backups of all hardware and software used to provide services to the County and the data stored or processed through the System (“Backup Materials”). Backup Materials shall be inventoried, tracked and maintained at a separate secure physical location located in the United States. The separate secure physical location is subject to the same security requirements of the primary facilities where daily and routine processing, storage and transmission of County Data occurs. If access or use of the service is interrupted, the appropriate backup shall be activated within four (4) hours to minimize disruptions.

### **3.69. Hosted Solution Incident and Disaster Recovery Plans**

The Contractor shall implement and maintain, at all times, appropriate incident response and disaster and recovery plans and provide the County with a written copies of the plans upon request. In addition, the Contractor shall provide the County with a copy of any future third party certification report(s) that review and/or certify the incident response or disaster and recovery plans when such report(s) are made available to the Contractor.

### **3.70. Personally Identifiable Information (PII)**

The system will collect, process, and store Personally Identifiable Information (PII) including names, contact information, financial details, and other sensitive personal data. The vendor must implement appropriate technical, physical, and administrative safeguards to ensure PII is properly secured and protected. Data must be encrypted at rest and in transit using current industry standard methods. The vendor must comply with all applicable data privacy regulations including HIPAA, and agree to independent audits and assessments of PII handling procedures. Vendor shall only use or disclose PII as required to deliver services or as authorized by the agency and must delete PII upon request.

### **3.71. Application Programming Interfaces (APIs)**

The system must expose well-documented REST APIs using JSON payloads for integration with other systems. Proper API access controls, rate limiting, and security protocols must be implemented. Vendor will comply with leading API design standards and ensure backwards compatibility for all APIs. Vendor must provide API documentation including schemas, endpoints, parameters, authentication, examples, and testing credentials. APIs must support real-time data exchange as well as bulk/batch data transfers. Latency, throughput, and availability requirements shall be determined jointly between agency and vendor.

## 4. SCOPE OF WORK

### 4.1. Project Overview and Background Information

The County of Volusia has created a new Department of Recovery and Resiliency (DRR) to manage recovery from major disasters. The Recovery & Resiliency department will administer long-term state and federal grants to benefit disaster survivors and impacted communities in Volusia County. Primarily, the department is doing recovery work in regard to Hurricane Ian. The federal government has allocated \$328,910,000 in Community Development Block Grant-Disaster Recovery (CDBG-DR) funds from the US Housing and Urban Development Department. DRR has set aggressive goals to repair/replace as much of the damaged housing as it possibly can as well as repairing and constructing needed infrastructure and mitigation county wide.

DRR has identified an immediate need for a Software-as-a-Service (SaaS) application that is externally hosted and cloud-based to serve as a system of record for disaster recovery activities (“System”). The System will provide most of the base functionality that DRR requires, including functions such as grants management, program management functions, such as application intake, financial grant monies management, and all compliance tracking for the recovery operation, and serve as the system of record. This System will provide key functions necessary to provide recovery functions, such as: an applicant-facing application portal, communication tools with applicants to make case management easier, the creation of unique applicant records in the system allowing multiple state staff to access the record to resolve case needs, uniform process steps to generate file progression towards the recovery benefit, integration of multiple federal, state, and county datasets to enable duplication of benefits calculations and award generation, financial and accounting process integration for vendor payments, and reporting functions to be able to measure program activity. All activities in the System will be recorded for an extensive period of time to meet HUD requirements for record retention and will provide a very useful tool for audits and monitoring.

The ideal Proposer will provide an existing SaaS solution that meets CDBG-DR-federal requirements, that can be configured for DRR business needs and allows for moderate customizations depending on gaps identified in the requirements. Additionally, the ideal offeror will have modules that could be purchased on an as needed basis for other local, state and federal grant funds such as but not limited to, SHIP, CSBG, HOME, CDBG, EHEAP, LIHEAP, and Section 8.

### 4.2. Attachments

Respondents shall acknowledge the following attachments:

- Attachment A - CDBG-DR SOR Requirements Matrix
- Attachment B - Pricing Form
- Attachment C - Required Types and Limits of Insurance
- Attachment D - County Computing Security Procedures

- Attachment E - Sample Agreement
- Attachment F - Federal Contract Provisions
- Attachment G - File Format Requirements - Payment Data
- Attachment H - Technical Requirements Form

Respondents shall complete the following items:

- Proposal Form
- Prohibition Against Contingent Fees
- References Form
- Attachment A - CDBG-DR DOR Requirements Matrix
- Attachment B - Pricing Form
- Attachment F - Federal Contract Provisions
- Attachment H - Technical Requirements Form

#### 4.3. Statement of Services

Contractor shall provide the following Services to design and implement a System that is highly configurable for evolving program and County needs; that complies with HUD CDBG-DR requirements including tracking, disbursements, audits, compliance, and reporting functionality as well as the following steps: intake, eligibility, duplication and verification of benefits, inspections and environmental review, award determination, contracting and bid work, construction, closeout, and the subprocesses typically associated with each step, and that meets or exceeds the functional and technical requirements set forth in Attachment A - CDBG-DR SOR Requirements Matrix:

#### 4.4. File Format Requirements - ERP Integration

Checks issued by the system of record will be exported from the system of record to the external ERP system, CGI Advantage Financial, which will be responsible for printing and financial record keeping. The requirements as found in Attachment G - File Format Requirements - Payment Data, specify the file format and fields of the file to be exported from the system of record for importation into the external financial system.

#### 4.5. Pricing

Respondent shall submit pricing for all deliverables on Attachment B - Pricing Form.

#### 4.6. System Requirements

Refer to System Requirements as detailed in Attachment A - CDBG-DR SOR Requirements Matrix. Attachment A shall be completed by the Respondent.

#### 4.7. [Task and Deliverable 1: Project Management Plan](#)

This Deliverable specifies the Contractor's manner and means for developing and submitting, for the DRR review and acceptance, the required Deliverables. The Contractor must update this plan as needed. The plan should describe the following elements:

- A. The general approach to achieve Contract requirements
- B. Schedule
- C. A detailed work breakdown structure, with key milestones, critical path elements, and Deliverables identified
- D. The estimated resource requirements to complete the required work
- E. A staffing plan with the Contractor's key persons identified
- F. An assessment of all levels of assistance needed from the DRR, its staff, and the other Project Contractors, including but not limited to hands-on participation, facilities, and infrastructure
- G. A clear link to the overarching Project plan and schedule, including the solution Contractor's plans and schedule
- H. Communication, change management, and training plans that align with key milestones in the project

The plan's development and completion rely on the Contractor's conduct, or review, of some, most or all of the following activities:

- A. All available planning artifacts from the DRR, e.g., supporting plans, quality management guidance
- B. Applicable standards, including technology and security standards
- C. The project's documented requirements, including functional, non-functional, and security requirements
- D. The solution Contractor's statement of work and related documentation, especially its plan, solution development methodology, data mapping and interface plans, and training plan as applicable

#### 4.8. [Task and Deliverable 2: Test plan with pass/fail criteria](#)

The Contractor shall deliver a Test Plan, to be approved by DRR, that details the test strategy, objectives, schedule, estimations, deadlines, and the resources required for implementation and addresses the following types of testing:

- A. System Testing

- B. Integration Testing
- C. Regression Testing
- D. Quality Assurance Testing
- E. Production Readiness Testing (including performance and load testing with up to one thousand concurrent users)
- F. User Acceptance testing

#### 4.9. [Task and Deliverable 3: Requirements Traceability Matrix](#)

The Contractor will deliver a Requirements Traceability Matrix for all features and functionality in SOR including:

- A. Applicable contract requirement
- B. Applicable business and technical requirement
- C. Applicable user story, test case, and test scenario

#### 4.10. [Task and Deliverable 4: Development of Test Cases & Test Scenarios](#)

Contractor will provide comprehensive test cases and test scenarios for all types of required testing including: assumptions and constraints, testing pre-requisites, security permissions, pass/fail criteria for each case and scenario, and step-by-step instructions for achieving each test objective. Contractor shall provide preferred format or template to Agency for reporting incidents and defects and shall ensure the test environment is configured to replicate the production environment for all testing, including coordinating the setup of test data.

##### A. System Testing

The Contractor will provide test cases to validate that the System meets County's defined requirements and business needs (Attachment A), including all Functional and Technical requirements. System Testing will encompass all security testing (including penetration testing prior to Go-Live) required by the County.

1. Integration Testing. Contractor shall work closely with DRR to develop test cases for validating all integration via flat files to the County's financial system and imports from FEMA, insurance, mortgage providers, and all other determined integration found in the design phase. These test cases will also confirm compatibility of CDBG-DR SOR system, via compatibility testing, with existing agency architecture, including coordination with agency IT staff.
2. Quality Assurance Testing. Contractor shall perform quality assurance testing to validate the system's quality post every deployment, via a suite of regression test cases. Regression test case numbers may increase as defects are found and may involve iterative testing sprints. Contractor shall work with DRR to evaluate the possibility of creating automated regression

test suite post the stabilization period. Until the stabilization ends, Contractor's team of functional and technical Quality Analysts shall execute regression suite manually to identify failed test cases from all types of testing, testing of code deployed via iterative releases, and identify performance related issues.

3. UAT Testing. Contractor will provide all user acceptance test cases, to cover testing of the entire Disaster Recovery CDBG-DR SOR system to determine if the system is in material conformance with the CDBG-DR requirements and to discover any defects.
4. Production Readiness Testing. Post UAT-testing, Contractor shall create Production Readiness Testing Checklist, which will be used to validate readiness of the Production environment. Contractor will provide test cases used to determine whether the system design is ready for production, and whether the developer has accomplished adequate production planning for entering Production. As part of PRT, Contractor shall perform including but not limited to the following activities:
  - Work with DRR to identify code freeze date and product rollout window.
  - Validate all production environment components (servers, network appliances, etc.) were configured as per the architecture design.
  - Performance and load testing with up to one thousand concurrent users.

#### 4.11. Task and Deliverable 5: System Security Plan

The Contractor shall review details of system design, development, and implementation as they relate to security standards compliance and meeting security related functional and non- functional requirements. In carrying out this work, the County may require the Contractor to participate in major reviews of the modules or the subsystems that are developed or customized specifically for the Project's solution. The type of reviews will include architecture, design, system integration, and code level reviews as they relate to information security. The areas for review and documentation are:

- A. General System Information, including data classification and regulatory compliance.
- B. Technical System Overview
- C. Minimum Set of Controls

The Contractor should determine the appropriate modules and subsystems for review and the nature of the review. Also, the Contractor should schedule and conduct these reviews, in consultation with the County and the solutions Contractor, within the context of the Project's overall plan and schedule. The County shall provide a template for the Contractor to complete, and the contractor shall document all security findings.

#### 4.12. Task and Deliverable 6: Development, Testing, & Implementation

DRR presumes that the contractor's Development, Testing, and System Implementation will include at least:

- A. Delivering a system conforming to all RFP Attachment A System Requirements with "must have" priority;
- B. Coordination of a Testing Phase, using test cases and scenarios written for Deliverable 4, and completion of all testing. All issues found during any testing phase must be resolved prior to implementation. The Contractor will employ automated testing and manual testing prior to handing the system over for the DRR to test, and manage all coordination of testing efforts via the following testing methods.
  - 1. System Testing (including security testing)
  - 2. Integration Testing
  - 3. Regression Testing
  - 4. Quality Assurance Testing
  - 5. Production Readiness Testing (including performance and load testing with up to one thousand concurrent users)
  - 6. User Acceptance testing
- C. Historical data import.
- D. Go-Live Implementation of CDBG-DR SOR (details listed below)
- E. Delivery of Final Implementation documents including but not limited to: an updated ERD, DD, architecture diagram, and other typical system documentation.

##### Testing Standards:

DRR will complete testing via the use of User Acceptance Test cases, whilst Contractor will complete testing for System/Security, Integration, and Quality Assurance testing. DRR and Contractor will work in conjunction for testing Production Readiness. Contractor shall correct any configuration, functional, or performance issues found during any testing phase. DRR will retest the test cases and either accept the resolution or provide additional test failure examples for Contractor remediation. All configuration and development modifications shall be applied by Contractor to the applicable test environment(s) for DRR retesting and Acceptance. Prior to requesting DRR to retest, Contractor will perform regression testing to ensure the fix for the defect does not break other parts of the system or create additional defects. Contractor shall provide technical support on an as-needed basis as requested by DRR during UAT for any Disaster Recovery CDBG-DR SOR system issues or configuration issues that arise from the UAT process.

Go-Live Implementation Standards:

The Disaster Recovery CDBG-DR SOR system (including all licensed products) must meet all technical and functional requirements found in the requirements documentation (Attachment A) and be built as an application with adjustable architecture for future program needs. Additionally, final requirements will be subject to HUD's approval of DRR's Action Plan, adoption of program guidelines, and the final grant agreement with HUD.

The implementation of the Disaster Recovery CDBG-DR SOR system must include the following components, and others if the deliverable project plan requires so, to be completed by the selected Contractor:

- Complete setup of test, production, and geographically redundant environments, including completing initial configuration of all installation components
- Complete configuration in collaboration with agency staff of: infrastructure and network settings (e.g., firewall ports, IIS settings, etc.)
- Complete manual integrations (batch files), including importing and exporting of data from existing financial system, FEMA, and other data specified in the requirements or defined by DRR
- Configure all data retention policies, based on federal requirements and DRR needs
- Complete configuration and setup of all the following, including but not limited to:
  - Survivor application management, from application Intake through closeout and construction management of tasks via case management queues
  - Subgrantee application management from application intake through award
  - public-facing application portal for application submittal
  - Grant management funding, including compliance, disbursements of batch files for payments to recipients, and all tracking of financial components. Reporting architecture including creation of required reports
  - Loan underwriting, tracking, compliance, and management
  - Custom workflows, including business process- based workflows following applications from intake through closeout
  - Automation objects & programming code development, if not pre-existing on Contractor's platform and planning sessions prove need
  - Dashboard, report, view configuration for case managers, call center staff, applicants, DRR supervisory staff, and other necessary users of the system.
  - Document generation, importing, exporting, management, and retention policies

- Communications setup for automatic notifications, including notifications to potential applicants, notifications to assigned members on the application to initiate a new step in the business process, notifications to case managers for review and oversight, notifications to contractors and subrecipients for announcements of new actions etc.
- User, account, and application security policies; creating individual accounts using granular security levels

The Contractor shall confer with the County's IT team to ensure that all necessary installation components and development code meets agency standards, complete all installation needs, and provide to agency for change tracking.

#### 4.13. Task and Deliverable 7: Status Reports

The Contractor will deliver a weekly Status Report Fridays at 2:00 PM EST to the Agency's point of contact via teleconference. This Status Report will detail, at least: current activities with risks and issues, decisions, escalations, current staff level by position, a detailed sprint calendar showing active and planned sprints with associated testing mentioned above, and go-live dates, and a general executive report describing effort on the project to date along with any other item needed to ensure project progresses according to baseline schedule. Further detail defining content for the weekly status report will be given during the course of the contract.

On the case that Agency provides any type of feedback on the Status Report activity, Contractor will address the feedback and submit a revised status report by the next of Wednesday no later than 5:00 PM EST.

#### 4.14. Task and Deliverable 8: Business Continuity Management and Disaster Recovery Plan and Procedures

Contractor shall deliver and maintain business continuity management and disaster recovery plan and procedures for the Subscription Services that are acceptable to County. In the event of a disaster, Contractor shall comply with the provisions of and deliver Services according to the business continuity management and disaster recovery plan and procedures.

The Contractor shall provide a prepared document for cases when the hosted SaaS solution is "down" or unavailable for any length of time without a predicted ETA of service restoration. In this document, the solution should have a recovery strategy for failing over to another instance, using the latest database backup for a new production instance, etc. Details should include all technical components, initiators of processes, and notifications to external applicants.

Since the solution is externally facing to survivors, any prolonged, unplanned disruption must be considered critical and mitigated accordingly to these recovery objectives.

- *Recovery Point Objective (RPO)*: Less than 15 minutes, with any data recovered if possible.
- *Recovery Time Objective (RTO)*: Less than 2 hours, with a defined notification strategy that can operate during system downtime.

#### 4.15. Task and Deliverable 9: Training Phase & Delivery of Customized Training Material

The Contractor shall conduct a training phase and train all users. Different user groups (case managers, finance/accounting, report users and research, etc.) will be trained via two training methodologies - end user & train the trainer. Depending on the number of core user groups requiring training, identified during the design phases, the amount of training sessions required may vary. All training will be based on customized training material, provided to DRR by Contractor.

The Contractor will deliver customized training material on the implemented system, documenting how the DRR can make use of the system to accomplish the key functions as outlined below:

- How administrators can access and manage the applicant-facing application portal.
- How administrators, business analysts, or super users can perform administrative configurations
- How external users can access and use the applicant-facing application portal, including how to:
  - Initiate a new request for assistance (application)
  - Alter previous submissions for assistance when prompted
  - Sign in and view application status
- How internal users (case managers) will use the tools to communicate with external applicants during case management, in general
- How internal users (case managers) access and interact with unique applicant records
- How to manage each step of the case management process, including:
  - Verification of applicant information and documents
  - Calculation of the recovery benefit
  - Verification of no duplication of benefits from other sources
  - Interaction with other government data sets
  - Financial and accounting process integration for vendor payments
- How users in Finance will manage all disbursements, loans, payments, etc. and monitor tracking and compliance (Specific requirements to be defined by DRR)
- How to access, manage, and interact with reporting functions to be able to measure program activity (Specific requirements to be defined by DRR)
- How to search or query for data within the system for the purposes of auditing and monitoring (Specific requirements to be defined by DRR)

Training materials should include screen captures or other visual eLearning content to capture each step of how-to guides.

#### 4.16. Task and Deliverable 10: Ongoing Maintenance and Support

- A. **Standard Maintenance Services.** Contractor shall provide the County the following Standard Maintenance Services for the Licensed Product, to consist of Support Service and Update Service:
1. **Support Service.** The term “Support Service” is for ongoing support and maintenance of the software and is to include:
    - a. Bug, error, and defect resolution according to whether DRR classifies as urgent or standard priority;
    - b. ongoing, monthly or as needed enhancements including changes to custom code and configuration according to priority as classified by DRR problem determination;
    - c. ongoing, annual penetration and security compliance testing, conducted solely by contractor, with results sent to DRR upon completion annually including remediation of any security finding or potential errors within any security report will be completed by Contractor with oversight from the DRR to maintain County security standards;
    - d. corrections of substantial defects in the Licensed Product so that the Licensed Product shall operate as described in the appropriate contractual deliverables (user manuals or other applicable documentation specifying requirements of the Licensed Product); and
    - e. user assistance, following all contract-defined SLAs.
    - f. Contractor shall provide Support Service seven days a week from 8AM to 5PM PT. Support Service may be requested by the Customer either by telephone or e-mail request. In addition, Contractor shall provide electronic support via a web site. Electronic support shall enable the County's authorized personnel to report problems online, or request fixes electronically. Contractor shall provide response within the time frames outlined in the chart below.
  2. **Update Service.** The term “Update Service” means periodic updates of the Licensed Product that may incorporate:
    - a. corrections of any substantial defects;
    - b. fixes of any minor bugs; and
    - c. periodic software updates, including new releases provided under continual contract provisions.
    - d. The County shall receive for its use, from Contractor, periodic updates of the Licensed Product relating to the version and modules (functionality) originally purchased by the

Licensee. Use of updates with or in place of the Licensed Product shall be for use exclusively by the County.

- e. Contractor must provide a written notice to the County before applying any update to the production environment. Contractor must complete security and regression testing for any updates that are considered custom, not part of the base solution, for all major and minor changes.

#	SLA Name	Performance Requirement
1	Application Availability	<p>Subscription Services must be available 24 hours a day, 7 days a week, excluding pre-maintenance (99.95% uptime). If Subscription Services will be unavailable during applicable time periods, a notification at user log-on must specify why the Services are down, and when they are operational.</p> <ul style="list-style-type: none"> <li>A. Two business days advanced written notice of scheduled downtime must be provided.</li> <li>B. Scheduled downtime must not interfere with DRR business and audit hours.</li> <li>C. Scheduled downtime must be between 1:00am and 4:00am Monday-Sunday and must be announced in advance by DRR.</li> </ul> <p>Help Desk Services must be available to County during any downtime, in accordance with the requirements.</p>
2	Performance	<p>Subscription Services must handle user loads up to the following without impacting availability:</p> <ul style="list-style-type: none"> <li>• 3,000 concurrent users</li> </ul> <p>Subscription Services speed shall be measured in Time to Interactive (TTI) and meet the following requirements:</p> <ul style="list-style-type: none"> <li>• Maximum must not exceed 5 seconds</li> </ul>
3	Incident Response	<p>Defects reported by the County must have the following targeted response times based on severity:</p> <ul style="list-style-type: none"> <li>• <b>Level 1 – Critical:</b> Response within 30 minutes of notification</li> <li>• <b>Level 2 – Major:</b> Response within 2 hours of notification</li> <li>• <b>Level 3 – Minor:</b> Response within 8 business hours of notification</li> <li>• <b>Level 4 – Incidental:</b> Response within 16 business hours of notification</li> </ul>

4	Incident Management	Contractor will provide their own Incident Management Tracking system, and provide submission of incidents, requests, and new features. The Incident Management system immediately for updates to their respective incidents. The Incident Management system of items, based on DRR business needs, and be available for County use during expected
5	Defect Resolution	Level 1 through Level 3 incidents should be resolved within 3 business days. Level 4 incidents within 7 business days.
6	Business Continuity and Disaster Recovery	<p>Data, up to the last committed transaction, shall be replicated to the Contractor's data active data center, using geographically redundant onshore infrastructure.</p> <p>Full database backups should be performed daily, incremental database backups per administrator's advice, and transaction log backups ran every 15 minutes.</p> <ul style="list-style-type: none"> <li>• Backups must be transmitted over a secure network.</li> <li>• Backups should be retained for 90 days.</li> </ul> <p>For business continuity purposes, the Subscription Services should support disaster recovery and 15-minutes recovery point objective (RPO) and 2-hour recovery time objective (RTO).</p> <p>Testing of the service's Continuous Site Switching program between the active and recovery done approximately once every year.</p>

#### 4.17. Task and Deliverable 11: Stabilization Period

For the System Stabilization Period, the Contractor shall:

- A. Apply configuration in the production environment.
- B. Maintain and administer CDBG-DR production environment for 30 days, or up to 90 days per option to extend, during the stabilization period.
- C. Perform optimization, reporting and necessary fixes, including minor enhancements to the Disaster Recovery CDBG-DR SOR system during the Stabilization phase.
- D. Apply revisions to all existing deliverable documentation and detail out infrastructure and data changes made during stabilization period.

#### 4.18. Task and Deliverable 12: Extension of the Stabilization Period

##### **OPTION RESERVED TO COUNTY**

The County, at its sole option, may request an extension of the stabilization period for up to 90 calendar days, via the choice of three 30-day periods

#### 4.19. Task and Deliverable 13: Transition Plan

This System includes maintenance and compliance functions for up to 11 years post-implementation of the System of Record. Funds are estimated to be dispersed in 6 years, with the funding source of the system being depleted. Contractor shall compose a transition plan to describe how their company would allow for compliance and maintenance, without a fully active system or would assist in transitioning to another solution, possibly a Grants Management System, when funding is depleted. This plan shall factor in licensing costs, subscription fees, archiving options, and any other item deemed to be required or relevant. Plan must be updated if any changes occur.

#### 4.20. Task and Deliverable 14: Hourly Rates for Additional Work

Contractor shall detail all hourly rates for any other work that may be required which will be held firm for 24 months from date of execution of Agreement. These rates will be used for tasks not identified in the original scope of the project.

## 5. EVALUATION PHASES

Each Proposal submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

1. That all proposal documentation was submitted timely and in conformance with all requirements of the RFP.
2. That the following elements of Contractor’s proposal meet or exceed the requirements of this RFP and cumulatively provide the service and benefits to the County deemed to be in the best interest of the public
3. Scoring (0-5) shall be assigned as follows. Each criteria will have a weight assigned to calculate total points awarded.
  - 0- Did not submit
  - 1 - Lowest score, did not meet any of the requirements
  - 2 - Next lowest score, did not meet most of the requirements
  - 3 - Average score, met most of the requirements but not all
  - 4 - Above Average, met all requirements
  - 5 - Exceeds Expectations, meets and exceeds the requirements.
4. Pricing elements shall be scored with lowest price/highest revenue receiving 5 points and calculating down from there based on percentage.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<b>Qualifications of the firm and the employees that will be assigned to the County</b>  a. Proposing firm qualifications and experience.  b. Relevant qualifications & experience of employees assigned to project.	0-5 Points	20 <i>(20% of Total)</i>

2.	<p><b>Experience</b></p> <p>Experience in providing similar services / references, including timeliness of performance; in order to evaluate past performance, all proposers are required to submit three (3) references illustrating a minimum of five (5) years' relevant service that are the same or similar to the magnitude of this RFP. For company name and/or ownership changes, appropriate documentation shall be required.</p>	0-5 Points	20 <i>(20% of Total)</i>
3.	<p><b>Total Cost</b></p> <p>Overall cost (including upfront costs and continuing maintenance).</p>	0-5 Points	15 <i>(15% of Total)</i>
4.	<p><b>Project Approach</b></p> <p>Overall project methodology/approach to support the needs and objectives of the project.</p>	0-5 Points	20 <i>(20% of Total)</i>
5.	<p><b>Software/System Capabilities</b></p> <p>a. Approach and demonstration of how proposed solution meets or exceeds County functional requirements/concept of operations objectives stated in the RFP.</p> <p>b. Warranty, maintenance, updates, and upgrades.</p> <p>c. Database architecture and API documentation for data accessible to clients.</p>	0-5 Points	20 <i>(20% of Total)</i>
6.	<p><b>Financial Stability</b></p> <p>All Respondents shall submit a statement of financial stability and shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.</p>	0-5 Points	5 <i>(5% of Total)</i>

## 6. VENDOR QUESTIONNAIRE

### 6.1. Acknowledgements

#### 6.1.1. *Bid Acknowledgment\**

By checking yes, the Contractor/Proposer acknowledges that information provided in the response is true and correct and agrees to all terms and conditions contained in this solicitation and related exhibits. Contractor/Proposer further agrees and acknowledges that no proprietary or confidential information has been submitted and that the submission of a response is final. Responses may be withdrawn by the Contractor/Proposer prior to the closing/offer date. Following the closing/offer date, Contractor/Proposer understands that a response may not be withdrawn.

Yes

No

\*Response required

#### 6.1.2. *Submittal Acknowledgement\**

By submitting this proposal or entering into this contract, Contractor/Proposer acknowledges that all documents submitted are public records and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services or delivery of products provided under this proposal or contract are public records subject to the public records disclosure requirements of Florida Statutes sec. 119 et seq., and Article I, section 24 of the Florida Constitution.

Yes

No

\*Response required

#### 6.1.3. *By checking yes, vendor acknowledges the above and/or included Scope of Services and will furnish said product and/or services according to the specifications or scope of services detailed within this RFP if awarded. \**

Yes

No

\*Response required

#### 6.1.4. *By checking yes, the vendor agrees to the "Terms and Conditions" section. \**

Yes

No

\*Response required

#### 6.1.5. *By checking yes, the Respondent acknowledges that the Respondent has received and reviewed the sample contract/agreement attached. \**

- Yes
- No

\*Response required

*6.1.6. By checking yes, the vendor agrees to comply with the E-verify requirements as described in this section.*

**Compliance with E-Verify Federal Requirements**

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor / Consultant on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement, including Subcontractors. Any subcontract entered into by Contractor with any Subcontractor performing work under this contract shall include the following language: "The Subcontractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement." The Contractor covenants and agrees that if it is found in violation of this section or the Executive Order, such violation shall be a material breach of this Agreement and Contractor shall indemnify, defend and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County.

- Yes
- No

*6.1.7. By checking yes, the vendor agrees to comply with the FEMA federal contract provisions as described in this section. \**

**Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions**

This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency, and Contractors shall comply with the applicable sections of Attachment F - Federal Contract Provisions.

- Yes
- No

\*Response required

*6.1.8. By checking yes, the vendor acknowledges the information provided in "Content of Invitation/Response" regarding offer submission. \**

Content of Invitation/Response is mentioned in "General Terms & Conditions" section

- Yes
- No

\*Response required

**6.1.9.** *By checking yes, the vendor acknowledges the information provided in "Submission of Offers" regarding offer submission. \**

Submission of Offers is mentioned in General Terms & Conditions

- Yes  
 No

\*Response required

**6.1.10.** *By checking yes, Respondent agrees to the insurance requirements as detailed in Attachment A - Required Types and Limits of Insurance; Insurance Requirements; and insurance sub-sections in "General Terms and Conditions" section.\**

- Yes  
 No

\*Response required

**6.1.11.** *Drug-Free Workplace\**

By selecting "Yes", Respondent hereby acknowledges it has implemented the requirements of Florida statute 287.087 and is in compliance with the requirements of a drug-free workplace program.

- Yes  
 No

\*Response required

**6.1.12.** *Name and Title of Authorized Agent of the firm (from General Terms and Conditions)\**

Vendor acknowledges that the name and title of the signatory (the "Authorized Signatory"), as completed below, is authorized to execute contracts/agreements with the County of Volusia, and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

Please sign in the following format to indicate acknowledgment: **Full Name, Title**

\*Response required

**6.1.13.** *Conflict of Interest\**

The award of this solicitation is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the County of Volusia. Further, all respondents must disclose the name of any County of Volusia employee who owns, directly or indirectly, an interest of the Respondent's/Supplier's firm or any of its subsidiaries associated with this project. I certify that this proposal is made without prior understanding, agreement or

connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

**Respondent shall select 'No' if a conflict of interest as defined in this question does NOT exist. Please select 'Yes' if a conflict of interest as defined in this question DOES exist and shall be further described in the explanation below.**

- Yes
- No

\*Response required

*6.1.14. Enter explanation of the conflict of interest as indicated above.*

Only respond to this if you answered "Yes" to conflict of interest question above

## 6.2. Revisions / Questions & Answers

All answers to questions of substance will be publicly published using the Question & Answer feature.

Participants are required to review all revisions and answers to questions published. Revisions within the Solicitation as well as responses posted through the 'Question & Answer' feature are authoritative and shall be considered an addendum to the Solicitation. All information in this Solicitation, including information provided through the 'Question & Answer' feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

*6.2.1. By selecting YES below, participants are confirming that they have reviewed revisions and all answers to questions published and any addenda up until the bid closing date and have given consideration to all information in preparing the response to this solicitation. Selecting YES will serve as confirmation of acknowledgement. \**

- Yes
- No

\*Response required

## 6.3. Public Entity Crime

Public Entity Crimes - Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Submittal Package (Bid Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittal Package (Bid Response) on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$25,000) for a period

of 36 months from the date of being placed on the convicted vendor list. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

*6.3.1. By selecting 'Yes', the Respondent represents and warrants that the submission of its response/proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.\**

Yes

No

\*Response required

#### 6.4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

By selecting 'Yes' below, the Respondent certifies to the best of its knowledge and belief, that the firm and any subcontractor/supplier in accordance with a response to this solicitation:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency
- have not within a three-year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the previous paragraph of this certification.
- have not within a three (3) year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

*6.4.1. Acknowledgment Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion\**

Yes

No

\*Response required

*6.4.2. Enter explanation of the 'No' response to the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.*

**6.5. Scrutinized Companies Certification**

Per State of Florida Statute s. 287.135(5) Suppliers (companies) must acknowledge and agree to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies' paragraph listed below. Respondents shall agree by marking the option below. Respondents neglecting to respond may be disqualified from consideration of award and deemed non-responsive.

I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies That Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services where the total contract value is one million dollars (\$1,000,000) or more, I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are 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 s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this Solicitation upon written notice if the responding entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

*6.5.1. By selecting 'Yes', the respondent acknowledges and agrees to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies.' \**

- Yes  
 No

\*Response required

**6.6. General Information/Forms**

*6.6.1. FEMA Federal Contract Provisions\**

Please download the below documents, complete, and upload.

- [Attachment F - Federal Cont...](#)

\*Response required

**6.6.2. Contractor, if awarded, shall comply with the County's Computing Security Procedures\***

Please acknowledge that the Contractor, if awarded, shall comply with the County's Computing Security Procedures (Attachment D).

Please confirm

\*Response required

**6.6.3. Authorized Representative/Joint Ventures**

Respondents submitting letter of interest from an authorized representative shall provide additional documentation from the corporate officer or principal authorizing the representative to bind the firm to a contract. Joint ventures shall submit a statement of participation by a principal of each member of the joint venture with their proposal.

**6.6.4. W-9 \***

Please attach current W-9 Form

\*Response required

**6.6.5. Are you exempt to Business Tax Receipt?\***

There are two exceptions to this ITB submission requirement:

1. If Respondent's business does not have a physical location in Lake, Orange, Osceola, Seminole, or Volusia County, no submission is required,

OR

2. If Respondent's business type is exempt, submit with proposal a Proof of Exemption Form, approved by the Volusia County Treasury and Billing Director, located at <https://www.volusia.org/core/fileparse.php/6090/urlt/Proof-of-Exemption.pdf>

Yes

No

\*Response required

**6.6.6. If not exempt, please upload the Business Tax Receipt.**

To be responsive to this solicitation, each Respondent who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR.

here are two exceptions to this ITB submission requirement:

1. If Respondent's business does not have a physical location in Lake, Orange, Osceola, Seminole, or Volusia County, no submission is required,

OR

2. If Respondent's business type is exempt, submit with proposal a Proof of Exemption Form, approved by the Volusia County Treasury and Billing Director, located at <https://www.volusia.org/core/fileparse.php/6090/urlt/Proof-of-Exemption.pdf>

For more information and to access Ch. 114, Article I, Sect. 114-1 of the Volusia County Code of Ordinances, go to: <http://www.volusia.org/services/financial-and-administrative-services/revenue-services/local-business-tax/business-tax-frequently-asked-questions.stml>

*6.6.7. Please provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable.\**

Upon award, final forms must contain the correct solicitation and/or project number and Volusia County contact person.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the response.

\*Response required

*6.6.8. Prohibition Against Contingent Fees\**

Respondent shall properly complete, notarize and upload the attached disclosure statement certifying that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this contract.

- [Prohibition Against Conting...](#)

\*Response required

**6.7. [Proposal Information](#)**

Proposals shall be clear, concise, indexed by subject and properly submitted per the requirements. Documents shall be uploaded by the Respondent to the appropriate section.

**Failure to provide the required information may result in the proposal not being considered.**

*6.7.1. Proposal Form\**

Please download the below documents, complete, and upload.

- [Proposal Form.pdf](#)

\*Response required

*6.7.2. Submittal Letter\**

A submittal letter signed by an authorized agent of the firm, as listed on the Florida Department of State, Division of Corporations' Sunbiz report available at [www.sunbiz.org](http://www.sunbiz.org) (Sunbiz), shall be required. If anyone other than the officers listed on the Sunbiz website will be signing this RFP, a memorandum of

authority signed by an officer of the firm allocating authorization shall be required. If firm is not currently registered as a vendor in the State of Florida (Sunbiz), include documentation designation of contracting authority. The memorandum of authority shall be on the firm's letterhead and shall clearly state the name, title and contact information for the individual designated by the firm.

Letter shall contain, at a minimum, the following information:

- A. Statement of interest in offering the service.
  - 1. Certification that the information and data submitted is true and complete to the best knowledge of the individual signing the letter.
  - 2. Certification that that the firm agrees with all elements of the sample contract. Any request for material changes to the sample contract must be requested in writing by the Deadline for Inquiries. Votran will not entertain exceptions to the State of Florida or Federal required clauses. The final contract may differ based on Contractor proposal.
  - 3. Contractor primary point of contact name, address, telephone number, and e-mail address of the individual to contact regarding the submittal.

\*Response required

### 6.7.3. *Qualifications of the firm and the employees that will be assigned to the County\**

- A. Firm overview
  - 1. The proposal shall include a summary of the firm, business type, year founded, headquarters, structure, full-time and part-time employees.
  - 2. The proposal shall identify the number of years the firm has been providing the described services, and capabilities in these relevant areas shall be described, including resumes of key staff, staff proposed for this project, qualifications, and other relevant information.
- B. Respondents shall provide names of any Subcontractors, their role, and relevant experience.

\*Response required

### 6.7.4. *Experience\**

- A. Contractor experience, clients, references.
  - 1. Proposals shall include three (3) references where the Respondent has provided the proposed CDBG-DR System of Record platform within the past three (3) years to a government entity. Respondents shall note the components of the software suite utilized and the relevant time period of use.
  - 2. Respondent shall include the name, address, phone number and e-mail address of the reference agency's contact person.

- [References Form.pdf](#)

\*Response required

**6.7.5. Price Proposal\***

- A. Respondent shall complete and upload Attachment B - Pricing Form.

\*Response required

**6.7.6. Project Approach\***

- A. Respondent shall describe how the proposed system will support the County's DRR activities.
- B. Respondent shall describe the general capabilities and features of the system.
- C. Respondent shall describe how the CDBG-DR System of Record platform works from a public and DRR perspective.
- D. Respondent shall describe approaches and strategies that will support the needs of the County.

\*Response required

**6.7.7. Software/System Capabilities\***

- A. Respondent shall complete and upload Attachment A - CDBG-DR SOR Requirements Matrix.
- B. Respondent shall complete and upload Attachment H - Technical Requirements Form.
- C. Respondent shall describe how the proposed CDBG-DR System of Record solution will meet the requested objectives and functionalities.
- D. Respondent shall describe the functionalities that meet or exceed the requirements requested by the County.
- E. Respondent shall describe their approach to data migration/import.
- F. Respondent shall describe their approach to training.
- G. Respondent shall describe system maintenance, update, and upgrade approach.

\*Response required

**6.7.8. Financial Stability\***

- A. Respondent shall submit a statement of financial stability and shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

\*Response required

## 7. DEFINITIONS

As used in this Solicitation, the following terms shall have the meanings set forth below:

- **Agreement or Contract:** The document resulting from this solicitation between the County and the awarded Respondent, including this RFP, and the awarded Respondent's response along with any written addenda and other written documents, which are expressly incorporated by reference.
- **API:** Application programming Interface.
- **CDGB-DR:** Community Development Block Grant-Disaster Recovery
- **Contractor:** That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that has submitted a Bid or proposal for the purpose of obtaining business with the County to provide the product and/or services set forth herein.
- **Contract Administrator:** The Director of Purchasing and Contracts or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the Contract. Any changes to the resulting Contract shall be done in writing and authorized by the Director of Purchasing and Contracts.
- **County:** Shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.
- **County's Project Manager(s):** The Project Manager(s) have responsibility for the day-to-day administration of any resulting Agreement for the County and will be designated prior to award of the resulting Master Agreement or Purchase Order.
- **Day:** The word "day" means each calendar day or accumulation of calendar days.
- **Deliverables:** means all items, including work product, that Contractor is required to provide to the County under the resulting Agreement.
- **Director:** The Director of Purchasing and Contracts for the County of Volusia, Florida.
- **DRR:** Department of Recovery and Resiliency
- **FEMA:** Federal Emergency Management Agency
- **Go-Live:** shall mean the milestone date identified in a Statement of Work, Change Order, or applicable Accepted Deliverable, on which the Subscription Services will be available for Agency

and its users in a Production Environment for the processing of transactions in accordance with Requirements and Service Level Agreements. A Go-Live date may be associated with the initial Implementation of the Services, a specific phase or enhancement under a statement of work, or a change order.

- **HUD:** U.S. Department of Housing and Urban Development
- **Implementation:** means the process of Contractor preparing and deploying the software or a component of the Subscription Services to the stated environment (i.e., demonstration and production). Implementation includes all services required to provide complete and functioning Subscription Services, and to prepare DRR to use it effectively.
- **Person or Persons:** An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.
- **Production Environment:** means the hardware, software, including operating system software, and the system architecture and firmware necessary for the Subscription Services to operate.
- **Project:** means the effort associated with Implementation of the Subscription Services, a well-defined sequence of events with an identifiable beginning and ending which purpose is to achieve an identifiable goal, i.e., the configuration, integration, development, implementation, testing, training, operations and maintenance of the Subscription Services under the Contract.
- **Proposal:** The document submitted by the Consultant in response to a formal solicitation used to determine if the Consultant is highly qualified.
- **Proposer:** See Respondent.
- **Protest:** See process at [www.volusia.org/purchasing](http://www.volusia.org/purchasing).
- **Requirements:** are the functions and elements required for the Subscription Services. Requirements are in Exhibit A, and will be managed via Deliverables identified in the Statement of Work.
- **Respondent:** That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that submits a proposal for the purpose of obtaining a Contract with the County for the provision of the services requested in the RSQ.
- **Respondent's Project Manager:** The Project Manager has responsibility for administering this Contract for the Respondent and will be designated prior to execution of the Contract.
- **Software as a Service (SaaS) or Subscription Services or System** means the integrated package of software, applications, platform, technical framework, security infrastructure, and related services delivered by Contractor under any resulting Agreement as a subscription.
- **SOR:** System of Record

- **Task Assignment:** Specific, detailed services or work placed against an awarded and established continuing services Contract memorialized as an Amendment to this Contract by the parties prior to the commencement of such Work or Services by the Consultant.
- **Turnkey Solution:** A complete vendor provided solution that is supplied, installed, configured and purchased in a condition ready for immediate use, occupation, or operation within a specified time frame.
- **UAT:** User Acceptance Testing
- **Web Based:** Web based is access to the proposed solution through a web browser with no client software, other than Plug-ins.

<b>Category</b>	<b>Subcategory</b>	<b>Meets Requirements?</b>
Applicant Portal	Accessibility	Yes, base solution
Case Management	Appeals	Yes, w/customization (Explain)
Communications	Applications	Yes, w/configuration (Explain)
Contracted Staff	Awards	Yes, w/both customization & configuration (Explain)
Contractor	Case Details	Partially (Explain)
Finance	Closeout	No
General	Communications	
Programs	Compliance	
Reporting	Construction	
System	Contracting & Bid Work	
Technical	Data Integrity / Validations	
	Data Protection	
	Documents	
	DOB/VOB	
	Eligibility	
	General	
	HARP	
	HOP	
	IHA	
	Intake	
	Inspection	
	Integrations	
	Notifications	
	Payments	
	Performance	
	PIER	
	Record Retention	
	Registration	
	Security	
	User Help	
	User Interface	
	Workflow	
	IPA	

**CDBG-DR System of Record Requirements**

<b>Req #</b>	<b>Category</b>	<b>Subcategory</b>	<b>Priority</b>	<b>Requirement</b>	<b>Meets Requirements?</b>	<b>Explain</b>
1.1.1	System	General	Must have	System shall be configured according to the HUD CDBG-DR requirements and steps including application intake, eligibility, duplication and verification of benefits, inspections and environmental review, award determination, contracting and bid work, construction, and closeout		
1.1.2	System	General	Must have	System shall be able to use a multi-threaded process for handling all steps after the intake and eligibility steps		
1.1.3	System	General	Must have	System shall be able to perform the following: CDBG-DR tracking, disbursements, audits, compliance, and reporting. More specific requirements surrounding these processes are included in this exhibit, where relevant		
1.1.4	System	General	Must have	System shall be able to update tracking and reporting based on HUD reporting requirements including data needed for DRGR. System shall support the addition of program areas, including new applications and new workflows.		
1.1.5	System	General	Must have	System shall conform and be branded with DRR/transform386 logos.		
1.1.6	System	General	Must have	The application shall contain an advanced search feature, to enable DRR users the ability to search for contacts, vendors, applications, or any data collection field, etc.		
1.1.7	System	General	Must have	System shall allow for changes and flexibility for future improvements, as program requirements and grant funding needs change.		
1.1.8	System	General	Must have	System shall use predictive analytics to provide insight to DRR staff on potential new customers, contact groupings, segments, units, etc.		
1.1.9	System	General	Must have	System shall be able to manage the following users and processes: -applicants and application management -contractors and construction projects from initiation through closeout -vendors and construction management and oversight -subrecipients and subrecipient awards		
1.1.10	System	General	Must have	System shall have the option to apply rounding rules based on financial amounts, with the choice to calculate grants to the whole dollar or decimals.		
1.1.11	System	General	Must have	System shall track the date and time of data field changes, via a timestamp, and have a history tab available for users to verify data changes.		
1.1.12	System	General	Nice to have	System should allow for random selection of specified percentage of subgrouping of records for marking and inclusion in audits.		
1.1.13	System	General	Must have	System shall support bulk data import and validation of data. System shall support bulk data exports.		
1.1.14	System	General	Must have	The system shall be able to import historical data from a previous system of record through CSV, Excel, or comma-delimited input. The vendor shall include services to perform the one-time load of historical data from the previous system. The file format and fields are not yet specified and will provided to the Contractor at time of import.		
1.2.1	System	Accessibility	Must have	System shall be implemented and configured to a minimum of ADA WCAG 2.0 Level AA standards and shall be user-friendly to navigate.		
1.2.2	System	Accessibility	Must have	System shall meet 504 and 508 compliance requirements		
1.2.3	System	Accessibility	Must have	System shall be able to accommodate mobile and desktop users as well as Microsoft Edge, Google Chrome, Firefox browsers, Apple Safari, and other commonly used browsers.		
1.3.1	System	Communications	Must have	System shall import names and contact information ("contacts") from excel workbooks and csv file types.		
1.4.1	System	Notifications	Must have	System shall be able to send outgoing emails and SMS messages to potential applicants using targeted, custom messaging. These potential applicants could be based on previous customers, customers found within a targeted geographic area, customers in a particular market segment, etc.		
1.4.2	System	Notifications	Must have	System shall keep a record of returned or "kicked back" emails that were unsuccessful in sending		
1.4.3	System	Notifications	Must have	System shall keep historical records of all notifications sent out at a customer level		
1.4.4	System	Notifications	Must have	System shall generate notifications for upcoming deadlines, overdue notices, application status changes, revision & extension status changes, site monitoring due dates, Request for Payment status changes, and any other item DRR deems critical		
1.4.5	System	Notifications	Must have	System shall allow communications to be edited before sent, saving any edits to a final version on the record.		
1.5.1	System	Record Retention	Must have	All customer, survivor contact records, contractor details, audit logs, as well as customer service cases, relating to the case record will be held indefinitely and will relate to a site level or partition relating to the grant number and an emergency code designation. DRR may define more specific timeframes at a later date.		
1.5.2	System	Record Retention	Must have	System shall archive all document and field records as they are removed, to ensure that tracking and auditability of all fields is retained. No modifications to audit records shall be permitted within the system.		
1.5.3	System	Record Retention	Must have	System shall contain a lock feature on the applicant file, where based on security rights, only elevated permissions can modify the application post-lock (e.g. when applicant submits incorrect document).		
1.5.4	System	Record Retention	Must have	System shall allow exporting the entire applicant file, including application data and all scanned documents, at any stage of the application process, in a PDF format.		
1.5.5	System	Record Retention	Must have	System shall have configurable retention periods for data and saved files		

**CDBG-DR System of Record Requirements**

<b>Req #</b>	<b>Category</b>	<b>Subcategory</b>	<b>Priority</b>	<b>Requirement</b>	<b>Meets Requirements?</b>	<b>Explain</b>
1.6.1	<b>System</b>	<b>User Help</b>	Must have	System shall have online help functionality accessible by users, and shall be updateable with common issues and FAQ results.		
2.1.1	<b>Applicant Portal</b>	<b>General</b>	Must have	The external application portal shall be able to be deactivated, or reactivated, by approved DRR staff		
2.1.2	<b>Applicant Portal</b>	<b>General</b>	Must have	Portal shall have ability to be branded with transform386 branding		
2.1.3	<b>Applicant Portal</b>	<b>General</b>	Nice to have	Both internal and external users should have a dashboard upon logging in that shows customized views of assigned grants and any outstanding action items		
2.1.4	<b>Applicant Portal</b>	<b>General</b>	Nice to have	System should be able to survey survivors so they can provide information that allows them to be categorized by phase and can be invited to apply for assistance when the phase that matches the applicants criteria becomes active		
2.1.5	<b>Applicant Portal</b>	<b>General</b>	Nice to have	System should have ability to invite survivors who submitted survey to apply for assistance when the applicable phase becomes active		
2.2.1	<b>Applicant Portal</b>	<b>Accessibility</b>	Must have	System shall present the application portal in multiple user languages (2) that the applicant can select for accessibility		
2.2.2	<b>Applicant Portal</b>	<b>Accessibility</b>	Must have	System shall allow a filtering of cases and exporting of case list and other attributes, with filtered details, to Microsoft Excel and other flat files.		
2.3.1	<b>Applicant Portal</b>	<b>Documents</b>	Must have	The portal shall save documents and attachments (PDF, .docx, .xlsx, jpeg, and any other commonly used file types) uploaded by both external customers, DRR staff, and vendor users to the case application record. The system will use AI components to verify the validity of regulated forms of identification.		
2.4.1	<b>Applicant Portal</b>	<b>Applications</b>	Must have	Portal shall have an external-facing landing page for end users and perform three key functions: initiate a new request for assistance (application form), alter previous submissions for assistance when prompted, and provide a means for the applicant to view application status.		
2.4.2	<b>Applicant Portal</b>	<b>Applications</b>	Must have	Portal shall be able to allow an applicant to initiate but not finish an application by saving, and creating a password, then verifying their applicant email address before logging in again. The applicant will use this created login, username and password, to login to the application portal and view their application status and respond to questions posed by case managers.		
2.4.3	<b>Applicant Portal</b>	<b>Applications</b>	Must have	The application shall be available for contract service center workers to intake and complete forms on applicants' behalf, if they call the contract customer service center or visit a service center in person. System shall allow editing of applications and uploading of attachments on applicants' behalf.		
2.4.4	<b>Applicant Portal</b>	<b>Applications</b>	Must have	System shall allow for record changes, record deletion, assignment of case applications, approval or denial of cases, lock records populate data from importing data, and allow for applications to be saved and completed at a later point in time.		
2.4.5	<b>Applicant Portal</b>	<b>Applications</b>	Must have	System shall collect a variety of data attributes, including but not limited to: Legal name, date of birth, primary address (location of damaged property), mailing address, primary email address , secondary email address, mobile phone number, secondary phone number, proof of identification (various, dependent on team requirement but shall allow for document attachments) , race and ethnicity, limited English proficiency (LEP), accessibility needs, proof of residency including lease, title, third party verified source document, utility bill, etc., property damage verification including photographic evidence, private inspection document, third party source documentation, or insurance proceed or claim, income verification including W-9, pay stubs, wage statements, tax returns, etc., various other fields for program requirements, additional non-required fields that can be left blank and the application will still be deemed complete		
2.4.6	<b>Applicant Portal</b>	<b>Applications</b>	Must have	The portal shall be customizable for data fields, as needed by DRR staff and case managers. Certain fields will not be visible to external applicants, and instead only show some fields to internal staff based on security rights.		
2.4.7	<b>Applicant Portal</b>	<b>Applications</b>	Must have	The application shall create unique records and use unique keys for both customer and application. System shall include a cross-checking function to flag potential duplicate applications when the same applicant applies more than once or different members of the same household submit different applications		
2.4.8	<b>Applicant Portal</b>	<b>Applications</b>	Must have	Applicants shall have the option to view a list of all open grant opportunities for which they might be eligible upon logging into the system via a dashboard or home screen		
2.4.9	<b>Applicant Portal</b>	<b>Applications</b>	Must have	Application form fields shall be adjustable, as they vary from program to program and may require changes from year to year.		
2.4.10	<b>Applicant Portal</b>	<b>Applications</b>	Must have	Application form fields shall contain word processing features and shall be compatible with copying and pasting narrative from Microsoft Word or other, similar word processing programs		
2.4.11	<b>Applicant Portal</b>	<b>Applications</b>	Must have	Portal shall have auto-save feature in which applicants can ensure that their work is being saved after a pre-determined number of minutes.		
2.4.12	<b>Applicant Portal</b>	<b>Applications</b>	Must have	The application shall provide an attestation of truth statement, to be customized by DRR, with a place for the applicant to e-sign and date.		
2.4.13	<b>Applicant Portal</b>	<b>Applications</b>	Must have	System shall have the ability to identify applicants who are ineligible at any step in the process if new information is received that impacts eligibility		
2.5.1	<b>Applicant Portal</b>	<b>Communications</b>	Must have	System shall have the following methods of communication available for case managers and DRR staff to use: (1) email messages and (2) outgoing text messages (with an applicant opting-in) and ability to track other communication methods if DRR determines necessary such as in-person contact and phone call		

**CDBG-DR System of Record Requirements**

Req #	Category	Subcategory	Priority	Requirement	Meets Requirements?	Explain
2.5.2	Applicant Portal	Communications	Must have	System shall allow all outgoing email, SMS/texts, and other written communication to be simulataneously sent to multiple recipients. A static, configurable default recipient should be included as a cc in all text messages so that we can ensure these messages are sent to our own email archive and text archives for records retention purposes.		
2.6.1	Applicant Portal	Notifications	Must have	System shall send automated messages out to the Applicant via SMS text messages and email messages notifying all application progress and status changes.		
2.6.2		Notifications	Must have	System shall allow users to send manual messages out to Applicants with custom language, differing from application configured language. These messages shall be have the option of attachments.		
2.7.1	Applicant Portal	Integrations	Must have	System shall be able to ingest large datasets and apply the data to the corresponding and correct applicant record. This data will be used to help calculate benefits, and the system shall allow for the generation of awards taking into account all the data ingested from other sources. Some or all of this may be automated depending on business requirements.		
2.7.2	Applicant Portal	Integrations	Must have	System shall integrate with DocuSign capabilities to capture applicant signatures, when prompted by a case manager or any supervisory staff.		
2.8.1	Applicant Portal	Data Integrity / Validations	Must have	The application shall perform automated quality checks and data validation on required fields (e.g. dates, email addresses, etc.) and documents and verify that no duplication of case applications be allowed. System shall prompt for data re-entry when data does not match required format or data type.		
2.8.2	Applicant Portal	Data Integrity / Validations	Must have	Each form page shall have data integrity in all fields via use of data types and include referential comparisons to pre-existing cases submitted to ensure that no duplication or fraud occurs; this will include verification checks found in other requirements		
2.8.3	Applicant Portal	Data Integrity / Validations	Must have	System shall automatically detect any non-required fields (e.g. blank) and unsubmitted documents and attachments as well as scan for corrupted attachments, and prompt the applicant for follow-up via email and place a notification for them in their portal home screen		
2.8.4	Applicant Portal	Data Integrity / Validations	Must have	System shall verify the fields found in the new application form using the following methods (quality check): <ul style="list-style-type: none"> <li>o Flag potential duplicate applications, either when the same applicant applies more than once or different members of the same household submit different applications</li> <li>o Email Address -- shall verify that email is in existence and that it is presented in correct exchange format including @domain.com</li> <li>o Name and date of birth combination and physical location -- shall verify that no other applicant -DOB - address combination exists</li> <li>o Primary damaged property address shall be verified for existence using reliable data source (e.g. Bing Map or comparable SOR using a workflow connector)</li> </ul>		
2.8.5	Applicant Portal	Data Integrity / Validations	Must have	The system shall have the ability to require mandatory fields and provide warnings & hard stops when attempts are made to submit the application without all mandatory fields completed. If any data integrity issues occur, the system shall flag the error for applicant to retry entry while they are still in the application		
2.8.6	Applicant Portal	Data Integrity / Validations	Must have	If duplication or fraud is found during a logical quality check of the application a workflow shall route case to a duplicate queue and mark the application status of 'inactive' and routed to a 'Duplicate' case management queue.		
2.8.7	Applicant Portal	Data Integrity / Validations	Must have	If no fraud or duplication is found in via a quality check, the application shall be assigned a unique identifier ('App ID'), identifiable with the grant funding program ID in it, and routed to the 'Unassigned' Queue.		
2.8.8	Applicant Portal	Data Integrity / Validations	Must have	If partial information is collected on the form, and the application is less than complete, system shall route application based on remaining fields to 'Intake' queue and assign an application status of 'Eligibility Review'.		
2.9.1	Applicant Portal	Record Retention	Must have	System shall retain all historical records from: (1) email messages and (2) outgoing text messages (with an applicant opting-in) and any other communication method DRR determines necessary		
3.1.1	Case Management	Integrations	Must have	System shall be able to receive uploads from other data sources into applicant record - tied into record with some automation. (Csv, manual).		
3.2.1	Case Management	General	Must have	Applicant portal shall contain dynamic forms that adjust in real-time as they are filled out, based on criteria defined by agency. All policy thresholds and questions shall be updatable if grant requirements change.		
3.2.2	Case Management	General	Must have	System shall allow data entry in later case steps and respective queues (multi-threaded data entry), in the following steps: <ul style="list-style-type: none"> <li>- DOB/VOB (Duplication and Verification of Benefits)</li> <li>- Inspections &amp; Environmental Review</li> <li>- Award</li> <li>- Contracting &amp; Bid Work</li> <li>- Construction</li> <li>- Closeout</li> </ul>		
3.3.1	Case Management	Security	Must have	System shall have the option to assign different roles and responsibilities including specific staff to certain awards		
3.4.1	Case Management	Workflow	Must have	System shall include a case manager checklist and action item views for questions to ask and data to confirm, if needed.		
3.4.2	Case Management	Workflow	Must have	System shall provide automation to process applications , workflows (completed application leads to next process),etc.		

**CDBG-DR System of Record Requirements**

<b>Req #</b>	<b>Category</b>	<b>Subcategory</b>	<b>Priority</b>	<b>Requirement</b>	<b>Meets Requirements?</b>	<b>Explain</b>
3.4.3	Case Management	Workflow	Must have	Case managers shall have ability to manually review all applications for eligibility and compare against program requirements that are visible in the application. The contract case manager shall complete a manual review of the application before the application can change statuses and mark checklist items complete.		
3.4.4	Case Management	Workflow	Must have	System shall integrate with financial tracking component to provide a view into grant funding availability and allow case managers to soft allocate funding limits against the overall funding amount for each program. Whilst in the application review phases, the system shall show remaining program funding amounts and alert users when approaching limits.		
3.4.5	Case Management	Workflow	Must have	System shall provide an appeals workflow during eligibility phase and award phase of process. The appeal workflow will provide a mechanism for survivors to appeal decisions, within a period of days defined by DRR, and reject or approve changed decisions.		
3.5.1	Case Management	Communications	Must have	System shall provide a tracking methodology for DRR staff to record all communications with customers and contractors regarding their application and grant funding status (case application status).		
3.5.2	Case Management	Communications	Must have	The application portal shall allow Case Managers to request actions of the applicant and allow applicants to send messages to their case managers, and otherwise perform collaborative work with the case manager to advance the application.		
3.6.1	Case Management	Notifications	Must have	System shall send the assigned case manager notifications of any change made to the case by any account that is not the case manager.		
3.6.2	Case Management	Notifications	Must have	System shall send automated messages out to the Applicant via SMS text messages and email messages notifying all application progress and status changes.		
3.6.3	Case Management	Notifications	Must have	System shall allow staff to subscribe for notification of changes to any records in the solution.		
3.7.1	Case Management	Intake	Must have	While the application is in the intake phase, the system shall perform a quality check to gather information from applicants regarding any Volusia or other benefits applied for, received, or that are in progress.		
3.8.1	Case Management	DOB/VOB	Must have	System shall collect details for the following items in this case stage: - Assistance Received Indicators (FEMA, private insurance, Small Business Administration funds, etc.) - Individual Assistance Program status (FEMA, HUD, etc.) using property address for verification - Duplication of Benefits using a calculation utility factoring in temporary and permanent repairs. DRR expects additional details including fields or examples to be shared during design phase.		
3.8.2	Case Management	DOB/VOB	Nice to have	System should provide a utility to verify private insurance data, where case managers can automatically check for award amounts.		
3.9.1	Case Management	Eligibility	Must have	System shall have the ability to calculate income eligibility based on information provided by applicant. For example, if applicant provides recent monthly income, annual household income can be calculated and compared against income requirements (percentage of area median income) for a county. All income-based calculations shall be based off the HUD standard calculation model and compare threshold limits to HUD's regulations. All variables, including county and AMI, are subject to change based on future program requirements. The system shall provide a method for calculating potential award amounts ("Award Generator"). The Award Generator shall be based on the total financial need, minus any amount met by other sources (i.e., FEMA Individual assistance, private insurance, Small Business Administration home loans), and shall also take into account any limitations set by the program policy (such as price per square foot limit).		
3.9.2	Case Management	Eligibility	Must have	System shall contain verification checks, including verification logic using another system of record that has a reputable GIS dataset (Esri, Google Maps, OpenStreetMap, etc.), for confirmation of damage and property verification in relation to where catastrophe occurred.		
3.9.3	Case Management	Eligibility	Nice to have	System should allow for integration with a third-party address verifier (USPS, etc.)		
3.9.4	Case Management	Eligibility	Nice to have	System should allow for entering of latitude/longitude of locations		
3.9.5	Case Management	Eligibility	Must have	For homeowner rehab/reconstruction applications, case records shall be reviewed for eligibility using the following criteria: -ownership status of the property, using attachments to the case record (property records, from tax office, deed, loan documents, etc.) -status of residency at time of disaster, using attachments to the case record (utility bill, statements, etc.) -temporary relocation assistance, if triggered, including receipts for all relevant expenses		
3.10.1	Case Management	Documents	Must have	System shall allow the tracking of inspection (of existing property) forms and environmental review forms and attach all responses to the application. System shall include a case manager checklist and action item view and include a signoff for quality check review.		
3.10.2	Case Management	Documents	Must have	System shall contain the ability to create, automatically generate, and send a formal eligibility letter to the applicant once all verifications have been completed by the case manager and system criterion have been met.		

**CDBG-DR System of Record Requirements**

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3.10.3	Case Management	Documents	Must have	System shall create and automatically generate and send documents via email including but not limited to: formal progress letters, inspection notices, and event changes, to the applicant once all verifications have been completed by the case manager. These documents shall be formatted both as an editable Word document and as a PDF and include DRR logo and branding.		
3.11.1	Case Management	Awards	Must have	System shall contain an approval process that is automated with actions for applicants to accept, appeal, or refuse. The process shall contain notifications to the applicant to prompt action within a certain period of days, as defined by DRR. If no action is taken by applicants, the system shall route the application to an inactive queue and add a field for justification notes.		
3.12.1	Case Management	Appeals	Must have	The system shall contain an appeal process for all determination stages (eligibility, award, etc.) if the applicant would like to appeal a case determination. The appeal process shall contain notifications to the applicant to prompt action within a certain period of days, as defined by DRR.		
3.13.1	Case Management	Case Details	Must have	System shall allow for categorization and prioritization of cases based on identifying fields in the case record including urgency as defined by agency policy		
3.13.2	Case Management	Case Details	Must have	Once an application is complete, the application record will become a case, that shall be assigned to internal DRR staff, contract service center members, external vendors and contractors as a method of work allocation.		
3.13.3	Case Management	Case Details	Must have	The case record based on applicant forms shall be managed via 'queues' indicating the application status and tasks for each stage of the business process. The titles and logic of the workflow routing is subject to change based on design session results.		
3.13.4	Case Management	Case Details	Must have	Case records shall be editable and have case notes and tasks added along with additional information, which will be used only for internal use (external parties will not view).		
3.13.5	Case Management	Case Details	Must have	System shall contain multiple case management queues used by DRR case managers where case application records can be routed and notated within, by both external and internal users. Each case will be managed by DRR staff- internal or contract, and there will be a two eligibility review stages, a funding process, management of construction/repair work tasks, assignment of grant funding to certified contractor, and closure of the case. As a case progresses through stages, the system shall move the application throughout different case management queues.		
3.13.6	Case Management	Case Details	Must have	System shall have the following statuses available, and the ability to add more in the future: Duplicate, Inactive, Admin Hold, Ineligible, Unassigned, Intake, Eligibility Review, Inspections and Environmental Review, Award, Contracting, Construction, and Closeout.		
3.13.7	Case Management	Case Details	Must have	The case management queues will be titled 'Intake', 'Under Review', and 'Archive'; the system shall allow additional case management queues to be created in the future.		
3.13.8	Case Management	Case Details	Must have	Each case application record will have an assignment feature, where a single case manager shall be assigned to its management		
3.13.9	Case Management	Case Details	Must have	System shall use user lists populated by DRR staff for assignment and permissions as well as management of personnel records that can be assigned case application records.		
3.14.1	Case Management	Inspection	Must have	System shall allow for inspection record data entry and document uploads from external systems for site-specific inspections. The inspection phase shall have workflow logic to review for completeness and remediation plan.		
3.15.1	Case Management	Closeout	Must have	System shall force a complete review of the entire case or applicant record before changing status to closeout.		
3.16.1	Case Management	Auditing	Must have	Applications shall have complete audit trails in which all documents and field records are maintained including use of version control; nothing can be removed but can be archived according to rules specified by DRR		
4.1.1	Contractor	General	Must have	System shall be able to track and manage contractor progress from initiation through close-out of construction		
4.1.2	Contractor	General	Must have	System shall allow uploading of award and contract documents		
4.2.1	Contractor	Registration	Must have	System shall provide grant management and payment registration, where each contractor providing services under this system will register themselves and provide their account information for payment.		
4.2.2	Contractor	Registration	Must have	System shall allow construction managers to upload documents and enter in specific procurement information via data fields. Construction managers shall register all general contract work via contractor records and include W-9, expense, and identification information.		
4.2.3	Contractor	Registration	Must have	System shall provide a contractor registration form and accept documents (W-9, estimates from external software, identification information, etc.) from DRR staff interacting with the system. This registration will be interacted with by system users, not external contractors, and all contractor records shall tie back to the application the work will be completed against. All construction plans, documents, and expenses shall be uploaded to the application record, and be accessed by system reports and finance modules.		
4.2.4	Contractor	Registration	Must have	System shall have ability to collect, track, and make viewable all licensing and bonding information for contractors including submitted documents, attachments, and files that track permitting.		
4.2.5	Contractor	Registration	Must have	System shall have ability to track lien waivers		
4.3.1	Contractor	Eligibility	Must have	System shall allow for and include approval, assignment, edits to, eligibility criteria, and cancellation of construction awards, and track all details relating to the contractor record.		

**CDBG-DR System of Record Requirements**

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4.4.1	Contractor	Workflow	Must have	Following approval of funding, system shall assign cases to contractors for work completion and manage all contract fulfillment components		
4.5.1	Contractor	Compliance	Must have	System shall track warranties on construction items and provide the ability construction oversight including addressing stalled or non-compliant projects.		
4.6.1	Contractor	Payments	Must have	System shall allow integration with CGI Advantage for the printing of checks from that system through an exported file of a county-approved specification.		
4.6.2	Contractor	Payments	Must have	For distributions, system shall allow electronic submission of invoices by contractor against a case and award, progress billings electronically, and attaching backup documentation and itemizing expenditures. System shall have batch payment process with various payment statuses (Requested, In Process, Disbursed, Committed Not Requested field for reporting obligations) and shall have at least the following payment fields: expenditure service date, payment requested date, payment paid date, and commitments through date. System shall have a process for reviewing and approving contractor progress billing that includes a contract admin reviewing and approving invoices for payment.		
5.1.1	Finance	General	Must have	System shall contain comprehensive General Ledger coding, and the coding shall scale depending on additional projects and programs that DRR needs to track in the system in the future		
5.1.2	Finance	General	Must have	System shall provide a method for DRR staff to complete long-term strategic and annual budget planning for grants management. All grant money transactions shall be displayed as debit and credit entries to maintain financial records. DRR staff will create, maintain, deploy, and generate financial statements and batch files for reporting needs and disbursement releases.		
5.1.3	Finance	General	Must have	System shall aggregate amount of committed dollars to track against each program's budget		
5.1.4	Finance	General	Must have	System shall project spenddown by quarter or other timeframes specified by DRR for subgrantees to show where they're at against the spenddown target, and allow the management of many grantees with multiple funding sources. System shall also manage reallocation of funds when needed and ensure funds are all spent within the allowability period.		
5.2.1	Finance	Awards	Must have	System shall have structure to allow for various award components with different budget limitations including setting up of budget categories with budget limitations to the detail level with drop down menus		
5.3.1	Finance	Compliance	Must have	System shall act as a grant management system and confirm that all contract and grant requirements are fulfilled based on HUD and contractor contract requirements		
5.4.1	Finance	Payments	Must have	System shall accept and store invoices from contractors, when work is completed, that will be approved by case managers (quality checking the work) and sent to finance for release of funds (payment will occur outside the System, but payment information will be stored and sent from the System).		
5.4.2	Finance	Payments	Must have	The payment records and entries shall contain statuses such as submitted, reviewed, approved, paid, and contain the ability to create more statuses as needed.		
5.4.3	Finance	Payments	Must have	There will be allotments while contractors are rebuilding and repairing applicant property, and the System shall perform as such so that all allotments are soft allocated to the GL code and project type		
5.4.4	Finance	Payments	Must have	All financial reporting will be tracked at the GL code level, filter by program title, by contractor, and generate an exportable batch report that pulls in all approved invoices for payment		
5.4.5	Finance	Payments	Must have	System shall import the batch report back into the System when it was paid and update the status of the records to prevent any duplication of payments		
6.1.1	Programs	Compliance	Must have	System shall have a compliance mechanism including tracking for each program to ensure award requirements are met. Detailed requirements will be available for each program at a later date.		
6.1.2	Programs	Compliance	Must have	System shall have manual and automated quality control processes and allow inspections to ensure compliance with construction standards set by DRR and HUD		
6.1.3	Programs	Compliance	Must have	System shall be able to allow for multiple different programs as outlined in the Action Plan including but not limited to: homeowner, renters, multi-family, infrastructure, mitigation, planning, economic revitalization, and any other programs in the Action Plan		
6.1.4	Programs	Compliance	Must have	System shall be able to capture requirements for affordable rents with compliance oversight for at least 20-30 years or for whatever timeframe DRR determines the program needs		
6.1.5	Programs	Compliance	Must have	System shall be able to administer grant programs and loan programs including but not limited to: grant awards, loan generation, loan tracking, payments, payment disbursements, interest, payoffs, statements, loan agreements, promissory notes, lien filings and tracking, reconveyances, tracking and recording of forgiveness, all dates of related to payments, all amounts, including Approved, Disbursed, Pending, Repaid, Recycled, and Forgiven types. The system shall accept file uploads and attach files to the application and loan records.		
6.1.6	Programs	Compliance	Must have	System shall be able to manage and track penalties for construction contractors who are out of compliance with deliverable timelines		
6.1.7	Programs	Compliance	Must have	System shall be able to manage and track penalties for subrecipients who are out of compliance with grant agreements		

**CDBG-DR System of Record Requirements**

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6.2.1	Programs	General	Must have	System shall limit eligibility to applicants that were owner-occupants of a verifiably damaged property during the disaster AND meets the following criteria: -The damaged property shall have been the applicant's primary residence at the time of the disaster -The damaged property shall have sustained damages as a result of Hurricane Ian -The damaged property shall be an eligible structure as defined in the program guidelines, including, but not limited to, single-family residences, manufactured homes, and pre-fabricated homes		
6.2.2	Programs	General	Must have	System shall be able to phase in program by different household incomes using different percentages of the AMI		
6.2.3	Programs	General	Must have	System shall allow for entries of expenses from applicants relating to rehabilitation, reconstruction, elevation, public facilities, infrastructure and mitigation. All entries shall be classified via categories such as eligible, ineligible, and to be determined and each entry shall contain a notes field, amount, payee, payor, and picklists for expense type, home type, with the ability to add more by DRR staff. Additionally, the system shall calculate subtotals by expense categories for tracking.		
6.2.4	Programs	General	Must have	System shall provide a grant agreement for applicants to attest to, stating compliance, execution, timeline, payback, and more to be defined by DRR, that shall be signed before moving on to the next phase in the business process.		
6.2.5	Programs	General	Must have	System shall be able to phase in program by different household incomes using different percentages of the AMI		
6.2.6	Programs	General	Must have	System shall allow for the forgivable portion of the loan to be subject to recapture in accordance with the receding percentages as specified by DRR in the program guidelines and the recorded loan.		
7.1.1	Reporting	General	Must have	System shall use categorization and case details to generate dashboards and views, based on security permission levels. All reporting dashboards and views will aggregate reporting on the population of files in the system and drilldown to specific reporting needs including total cases, files by step, average income, demographic breakdowns, average benefits, min/max benefits, etc.		
7.1.2	Reporting	General	Must have	System shall be extremely adaptable to reporting needs, allowing for ad hoc generation of any report to lift up and analyze a specific data reporting need. The known reporting needs currently includes aging reports, for how long an application takes at specific stages, and award calculations, averaging by type. Additional requirements will be defined later in the project.		
7.1.3	Reporting	General	Must have	System shall allow for customized forms among grant programs, which may include, but is not limited to, grant applications, monitoring reports, progress reports, financial reports, and training requests.		
7.1.4	Reporting	General	Must have	System shall have the ability to populate a report which includes the information required for staff to easily complete Federal Financial Accountability & Transparency Act (FFATA) Reports.		
7.1.5	Reporting	General	Nice to have	In-system budgeting processes should include: Clear year-to-date balances for all budget categories and subcategories as well as grant budget total for viewing by subgrantees and staff		
7.1.6	Reporting	General	Nice to have	System should allow for YTD expenditures to be tracked by categories, grant types, counties served, demographics, and any other information DRR deems as necessary		
7.1.7	Reporting	General	Must have	System shall comply with HUD reporting requirements for CDBG-DR including but not limited to: number of households, obligated funding, race and ethnicity data, female head of household, Limited English Proficiency (LEP), and Low and Moderate Income (LMI) data, etc.		
7.1.8	Reporting	General	Must have	System shall generate a NACHA batch payment report file according to DRR-specified frequencies		
7.1.9	Reporting	General	Must have	System shall generate HUD general notice or notice of rights for when an applicant is displaced		
7.1.10	Reporting	General	Must have	System shall generate small rental notice		
7.1.11	Reporting	General	Must have	System shall generate stop work notice so that an environmental review can be completed		
7.1.12	Reporting	General	Must have	System shall create response, reminder, and notification to an appeal within 15 days		
7.1.13	Reporting	General	Must have	System shall have ability to report at both an aggregate level and at a detailed, drilled down level		
7.1.14	Reporting	General	Must have	System shall allow printing and exporting of reports in a variety of formats including Excel, CSV, and PDF so the data can be shared.		
8.1.1	Technical	Data Integrity / Validations	Must have	The system shall contain a unique identifier that is consistent with identifiers found in the state financial system. All records from the application, contact, contractor, and payment details shall tie back to the system unique identifier.		
8.1.2	Technical	Data Integrity / Validations	Must have	System shall contain a modern technology-backend containing a normalized database, where when data is updated, it is located in a central location that will populate related tables when necessary.		
8.2.1	Technical	General	Must have	System shall be fully vendor supported and contain a modern technology stack, maintained with current IT technologies		
8.2.2	Technical	General	Must have	System shall have a separate test environment for users to test system and changes prior to going live. The test environment shall remain consistent with the production environment.		
8.2.3	Technical	General	Nice to have	System's back-end database nomenclature shall have consistent names with the application front-end and shall contain referential logic that is well-named and easy to understand		
8.2.4	Technical	General	Must have	System shall have ability to print all individual letters, notices, files, and documents in user-friendly, editable Word, Excel, CSV, and PDF formats		
8.2.5	Technical	General	Nice to have	System should either provide or support web analytics for monitoring external portal/web services including traffic and error reporting.		

**CDBG-DR System of Record Requirements**

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8.2.6	Technical	General	Must have	System shall allow for advanced configurations to be made by authorized users, including label changes, template alterations, workflow updates, report format (including color scheme, labels, and data formatting), error message phrasing, etc.		
8.2.7	Technical	General	Must have	System shall have auto-save feature in which users can ensure that their work is being saved after a pre-determined number of minutes.		
8.2.8	Technical	General	Must have	System shall perform automated quality checks and data validation on required fields (e.g. dates, email addresses, etc.) and documents and verify that all formats are consistent. System shall prompt for data re-entry when data does not match required format or data type.		
8.2.9	Technical	General	Must have	System shall support a disaster recovery plan, where a recovery point objective of 15 minutes and a recovery time objective of 2 hours can be achieved.		
8.3.1	Technical	Security	Must have	System shall contain a complex password structure, including special characters, and enforce a mandatory password change every quarter and comply with County requirements		
8.3.2	Technical	Security	Must have	System shall: 1.) contain a timeout feature to lock out inactive sessions, forcing users to re-authenticate. 2.) System shall provide a warning notification that the system is about to timeout so that users do not lose unsaved work. 3.) The system shall not allow for more than 15 minutes of inactivity, and force logout after 30 minutes.		
8.4.1	Technical	Integrations	Must have	System shall verify all mailing and physical addresses against the external sources (e.g., Esri, USPS, Bing Maps)		
8.4.2	Technical	Integrations	Must have	System shall integrate with DocuSign or other signature capture software. System shall send documents requiring e-signatures when prompted, and when signed, shall allow for the saving of all completed documents to the application record.		
8.4.3	Technical	Integrations	Must have	System shall be able to accept files from multiple sources to develop an initial survivor dataset and de-duplicate it with the ability to use the dataset to allow applicants who register to apply for assistance		
8.4.4	Technical	Integrations	Must have	System shall have ability to generate batch files for printing letters and documents in a format required by the County		
8.4.5	Technical	Integrations	Must have	System shall generate editable Word, Excel, CSV, and PDF documents when prompted, PDFs shall use of Adobe PDF Generator or comparable DRR compatible system.		
8.4.6	Technical	Integrations	Must have	System shall act as document storage for all required documentation, generated letters, notices, added attachments, and electronically signed documents.		
8.5.1	Technical	Security	Must have	System shall be hosted by vendor		
8.5.2	Technical	Security	Must have	All system data shall be stored in the cloud.		
8.5.3	Technical	Security	Must have	System application shall be accessed via https URLs with TLS 1.2 or later.		
8.5.4	Technical	Security	Must have	System shall have an uptime of 99.5% at all times.		
8.5.5	Technical	Security	Must have	System shall have a geographically redundant environment with rapid recovery and no downtime (100% uptime) during supported business hours specified by DRR. System shall comply with County backup and recovery policies.		
8.5.6	Technical	Security	Must have	System shall perform and handle at least 3,000 concurrent users and sessions at a time with the ability to adjust this volume as DRR identifies the need.		
8.5.7	Technical	Security	Must have	System shall provide multi-factor authentication ability for all licensed or continuous users of the system (not external applicants, customers).		
8.5.8	Technical	Security	Must have	System shall provide self-service password recovery options for internal and external users.		
8.5.9	Technical	Security	Must have	System shall use modern authentication (such as OAuth or SAML) protocols and practices.		
8.5.10	Technical	Security	Must have	System shall have a comprehensive security model, with each entity, subentity, and data field as different permissions to provision granular access. Granular access shall be provisioned to both internal and external individuals and groups at the application page level and when reporting and viewing data. Access will be provisioned via security roles or groups; permissions and security levels will be finalized closer to the testing phase, in accordance with CIO guidance, but the system shall provide defined access levels for: admins, developer, subject matter expert, supervisor, case manager, and any other role DRR deems necessary.		
8.5.11	Technical	Security	Must have	System shall securely transmit, store, and process confidential data including personally identifiable information. Data shall be encrypted during transmission and storage, following compliance of AES 256 and TLS 1.2 or newer.		
8.5.12	Technical	Security	Must have	System shall meet or exceed the County's cybersecurity standards, which are based on the latest version of the NIST Cybersecurity Framework and supplemented with additional controls to account for County-specific requirements and compliance with state statutes. The respondent shall be prepared to demonstrate how their security controls map to the applicable NIST Cybersecurity Framework categories, subcategories, and constructs if requested during proposal evaluation and throughout the term of a contract.		
8.5.13	Technical	Security	Must have	System shall comply with SOC 2 Type II and FedRAMP requirements. An annual assessment shall validate that all of the following criteria are met and achieved continually, under SOC2 Type II and FedRAMP, including but not limited to: 1. Security, 2. Availability, 3. Processing Integrity, 4. Confidentiality, and 5. Privacy.		
8.5.14	Technical	Security	Must have	System shall mask sensitive data (e.g. SSNs) and only show fields to authorized users.		
8.5.15	Technical	Security	Must have	System shall keep all data, including backups and log files stored in the United States.		
8.5.16	Technical	Security	Must have	System shall allow for creating new security roles based off copying other roles, via copying permissions.		

**CDBG-DR System of Record Requirements**

<b>Req #</b>	<b>Category</b>	<b>Subcategory</b>	<b>Priority</b>	<b>Requirement</b>	<b>Meets Requirements?</b>	<b>Explain</b>
8.5.17	Technical	Security	Must have	System shall display warning banner with language developed by DRR when users are accessing confidential data that indicates activities may be tracked.		
8.6.1	Technical	Performance	Must have	System shall support report execution that does not negatively impact other system functionality		
8.6.2	Technical	Performance	Must have	System shall support a growing database which does not negatively impact system performance. Negative system performance includes: 1.) lagging page loads, of no more than five seconds or 2.) slow saving of updated data, requiring more that 10 seconds to save successfully or 3.) reports, attachments, and notifications, requiring more than thirty seconds to load, compile, and send. System shall not place limit on data storage or growth.		
8.6.3	Technical	Performance	Nice to have	System should send automated system performance notifications to one or more specified email addresses		
8.7.1	Technical	User Interface	Nice to have	System should minimize the number of unique screens, clicks, and keystrokes		

**Attachment B - Pricing Form - Revision 1**  
23-P-186JRD; CDBG-DR System of Record

Respondent(s) shall submit additional sheets as necessary to explain details of submitted pricing.

Respondent Name:

Deliverable	Description*	Due Date	Cost
1.	<b>Contractor's Project Management Plan</b> which includes work breakdown, schedule, change management plan, communication plan, training plan, acceptance plan.	Due within 14 Business Days after the Kickoff meeting.	
2.	<b>Test Plan with Pass/Fail Criteria</b> The Contractor shall deliver a Test Plan that details the test strategy (including both automated and manual testing), objectives, schedule, estimations, deadlines, and the resources required for implementation and addresses the following types of testing: System Testing, Integration Testing, Quality Assurance Testing, Production Readiness Testing (including performance and load testing with up to one thousand concurrent users), User Acceptance testing.	Due within 21 Business Days after the Kickoff meeting.	
3.	<b>Requirements Traceability Matrix</b> for all features and functionality in SOR including: -Applicable contract requirement -Applicable business and technical requirement -Applicable user story, test case, and test scenario	Updated weekly until all functional and non-functional requirements are tested and validated	
4.	<b>Development of Test Cases and Test Scenarios</b> using both automated and manual testing for the following: System Testing, Integration Testing, Quality Assurance Testing, Production Readiness Testing (including performance and load testing with up to one thousand concurrent users), User Acceptance testing	Two weeks prior to start of testing	
5.	<b>System Security Plan</b> covering all security standards confirming compliance with County requirements.	By start of Testing Phase	
6.	<b>Development, Testing, &amp; Implementation</b> following all development, Go-Live, and Testing standards provided from DRR. This includes completion of all test cases, production releases, historical data import, and project Go-Live.	Completed in time for Go-Live by 2/28/24	
7.	<b>Status Reports</b> every week, documenting a variety of Project Management standards and statuses to project tasks.	Provide Status Reports beginning the week after the kickoff meeting by Friday at 2pm ET through end of stabilization period.	
8.	<b>Business Continuity Management and Disaster Recovery Plan and Procedures</b> detailing recovery from an unplanned outage and how to continue service options.	Prior to implementation phase start	
9.	<b>Training of Users &amp; Delivery of Customized Training Material</b> with material covering all System processes, manual and automated.	30 days prior to initiation of training	
10.	<b>Standard Maintenance Services</b> Ongoing Support & Maintenance including -Bug, error, and defect resolution according to whether DRR classifies as urgent or standard priority - Ongoing, monthly or as needed enhancements including changes to custom code and configuration according to priority as classified by DRR <b>Response shall include SLA.</b>	Ongoing (annual pricing)	
10.a	<b>Licenses/Subscription Services</b> Any license fees and/or subscription service fees as may be required by the Contractor.	Ongoing (annual pricing)	
10.b	<b>Infrastructure Maintenance</b> Any fees for infrastructure maintenance as may be required by the Contractor.	Ongoing (annual pricing)	
11.	<b>Initial Stabilization Period</b> The system will Go-Live and the County will request to begin the initial 30-day required stabilization period	After Go-Live and upon County's written request	
12.	<b>Additional System Stabilization Period(s)</b> of 30 days, up to 90 days: OPTION RESERVED TO COUNTY**	Begins 30 days after Go-Live	
13.	<b>Transition Plan</b> including a breakdown of migrating all data and system compliance function to alternative enterprise grants management system.	Within 30 days of DDR request	
14.	<b>Hourly Rates for Additional Work</b> Please detail all hourly rates for any other optional work that may be requested by the County. Rates will be held firm for 24 month from Agreement execution.	TBD	
<b>Total Maximum Not-to-Exceed Cost</b>			\$0.00

\*Refer to the complete deliverable description in the RFP Scope of Work.  
\*\*Respondent: please quote all deliverables, regardless of whether or not they are option reserved to County.





Information Technology Division

# **Computing Security Procedures**

Last Revised Date: March 8, 2023

**TABLE OF CONTENTS**

**Contacts ..... 3**  
**Objectives, Scope, and Compliance ..... 4**  
**Avoiding Malware, Viruses and Hoaxes ..... 5**  
**Disposal of Computing Equipment and Media ..... 9**  
**Employee Remote Access ..... 12**  
**Equipment, Data, and Media ..... 15**  
**Internet ..... 19**  
**Network Equipment ..... 21**  
**Passwords ..... 23**  
**Reporting Incidents ..... 27**  
**Spam Email ..... 29**  
**Third Party Online Storage Providers ..... 31**  
**Transferred, Separated, and Terminated Employees..... 33**  
**Vendor Access to Computing Resources ..... 35**  
**Appendix A: Definition of Terms ..... 37**

# Contacts

## Main Contact

This document will make references to the contacts found below. Contact information may also be found on ENN. If you are unable to locate someone or have a question, always feel free to contact the IT Support Desk for assistance.

IT Support Desk phone number	740-5222 or x 15222
IT Support Desk email	IT_SupportDesk@volusia.org

Information Technology Security Officer phone number	740-5222 or x 15222
Information Technology Security Officer email	IT_SupportDesk@volusia.org

## Other Contacts

Employees of the Sheriff's Office, Elections, Library Services, and Property Appraiser should contact their local IT support instead of the Information Technology Support Desk.

Sheriff's Office IT phone number	x 13501
Sheriff's Office IT email	infosys@vcso.us

Elections IT contact	Kendrick Thomas
Elections IT phone number	x 12529
Elections IT email	kthomas@volusia.org

Library Services contact	Annie Powers
Library Services IT phone number	x 11216
Library Services IT email	apowers@volusia.org

Property Appraiser IT contact	Skylar Thornberry
Property Appraiser IT phone number	x 15511
Property Appraiser IT email	sthornberry@volusia.org

## Objectives, Scope, and Compliance

### Objectives of Procedures

The primary objective of the *Computing Security Procedures* is to protect Volusia County (County) Computing Resources from being intentionally or unintentionally compromised. The secondary objective is to establish responsibility and accountability for the security of County Computing Resources.

### Scope of Procedures

These procedures apply to all Users of County Computing Resources.

### Compliance

Compliance with the Volusia County *Computing Security Procedures* is mandatory and considered a condition of continued employment. Failure to comply with the *Computing Security Procedures* may result in disciplinary action.

All vendors, contractors, interns, volunteers, and consultants performing work on behalf of the County are considered Users and are required to follow the *Computing Security Procedures* when utilizing County Computing Resources. Failure to follow the *Computing Security Procedures* may be considered a breach of contract.

Department/division management is responsible for enforcement of these Procedures to protect County Computing Resources from unauthorized access, compromise, use, destruction, or modification. For contracted work, it is the responsibility of the prime contractor to enforce the *Computing Security Procedures* with respect to contractor's staff and subcontractors.

Departments and divisions may implement more stringent Procedures in addition to these minimum Procedures.

County Computer Systems store, process, and transmit sensitive information, including criminal justice, personally identifiable information, protected health information, and critical infrastructure information. Each type of sensitive information includes additional protection requirements that flow down to the County through Federal statutes, regulations and policy. Failure to follow the *Computing Security Procedures* may result in a criminal offense as described in the Florida Computer Crimes Act (Chapter 815, Florida Statutes) and/or civil or criminal penalties for mishandling of sensitive information governed by Federal statutes, regulations, and policy.

### Definition of Terms

Definitions are included in Appendix A: Definition of Terms

# Avoiding Malware, Viruses and Hoaxes

## Background

Computer malware (e.g., viruses, worms, spyware, ransomware, Trojan horses, rootkits, etc.) are programs designed to do damage or other unwanted actions to a computer including making unauthorized changes to applications, files, email, networks, and data. Malware can cause the destruction and/or corruption of County Computing Resources, compromise information, and can prevent Users from completing work. Intentionally introducing a virus, worm, Trojan horse, or other malicious program to a network is a criminal offense. For more information on criminal offenses, see the Florida Computer Crimes Act (Chapter 815, Florida Statutes).

Similar in nature, hoaxes warning of malware outbreaks are sent via email or other similar communication methods. Along with the warning are instructions to prevent infection. These instructions typically involve deleting files and forwarding the warning to friends and relatives. If you delete these files your system will no longer function correctly.

Ransomware is a type of malware that prevents or limits Users from accessing their system, either by locking the system's screen or by locking the Users' files unless a ransom is paid. More modern ransomware families, collectively categorized as crypto-ransomware, encrypt certain file types on infected systems and force users to pay the ransom through certain online payment methods to get a decrypt key. Users may encounter this threat through a variety of means. Ransomware can be downloaded onto systems when unwitting users visit malicious or compromised websites. It can also be delivered as attachments to email, through malicious web pages in advertisements, or be downloaded by other malware.

Phishing is another form of hoax that utilizes emails, texts, or phones to solicit personal information or cause a person to visit fraudulent web sites. In Phishing, the end goals are theft of your identity and money through the acquisition of information such as account passwords and other confidential data, or the ability to gain unauthorized access to computer systems based on information disclosed during the phishing expedition.

Cyber criminals are writing viruses that specifically use or target removable media (USB drives, portable hard drives, smartphone memory). If you plug in an infected USB drive into a work or home computer, a virus could be uploaded and potentially cripple the machine and others on the network. Removable media can already be infected at the time of purchase if quality control measures are not adequate during the manufacturing or supply chain process. Only use removable media from trusted sources.

## Procedure

All County Computing Equipment, including but not limited to workstations, laptops, tablets, and servers, will be provided with anti-virus protection. The anti-virus program will be running at all times and set to automatically apply updated virus protections released by the anti-virus vendor. The operating systems on these devices will be updated using either Information Technology's Windows update server or using the operating system's vendor site.

All non-County Computing Equipment with authorized access to the County's network is required to be equipped with an approved anti-virus program. The anti-virus program will be running at all times and set to automatically apply updated virus protections released by the anti-virus vendor.

## Standard

Information Technology uses multiple anti-virus servers running enterprise class anti-virus software. The anti-virus servers are authorized by the anti-virus software vendor to download anti-virus updates over a secured Internet connection. When the vendor posts an update, the anti-virus servers automatically download the update. All County Computing Equipment is initially set up to automatically download anti-virus updates from the anti-virus servers when they are posted.

All non-County Computing Equipment used to perform county job functions will be configured with continuously running anti-virus software as considered necessary by Information Technology and department management.

Regardless of who owns or provides Computing Equipment used to perform county job functions, Users shall not install any applications, change any configurations, tamper with, disable or take any other action that interferes with anti-malware software and operating system updates.

## Guidelines

### ***User Responsibilities***

- Be aware and do not ignore the symptoms of a virus or other malware. These symptoms include slow workstation response, system failure, system prompts, anti-virus software messages, or automatic reboots.
- Report malware symptoms, anti-virus software warnings, and suspected hoaxes and Phishing to the Information Technology Support Desk. **DO NOT FORWARD THE VIRUS.** Employees of the Sheriff's Office, Elections, Library Services, and Property Appraiser should contact their local IT support instead of the Information Technology Support Desk.
- Download files, attach devices, and use media from trusted sources only.
- Run anti-virus scans on all files and media downloaded to workstations, laptops, tablets, servers, or other County Computing Resources, even those from a trusted source. This includes files stored on a USB drive, CD, DVD, diskette, other storage media, and the Internet. How-to instructions are available on Information Technology's ENN home page under the training section.
- Ensure anti-virus software is running on your Computing Equipment. How-to instructions are available on Information Technology's ENN home page under Resources, Reference Library, How To, Verifying Workstation Anti-Virus.
- Follow instructions for avoiding or fixing a virus infection only if provided by the Information Technology Support Desk, department/division support staff, ENN Hot News, or a workstation analyst. Forward any instructions you receive from other sources to the Information Technology Support Desk or local department/division support staff for review and validation.

- Ensure an approved anti-virus program is installed, enabled and up to date on non-County equipment prior to connecting equipment to County equipment or utilizing County data.

Approved Anti-Virus Guidelines for Home PCs.

[http://ennprod/informationtechnology/cabinet/standards/Anti\\_Virus\\_Guidelines.pdf](http://ennprod/informationtechnology/cabinet/standards/Anti_Virus_Guidelines.pdf)

- Purchase USB drives and other removable storage from reputable vendors only. An unusually low price could indicate that a USB drive may be counterfeit or infected with malware.
- Do not connect removable drives from unknown sources (e.g. found on floor, received in the mail unsolicited, promotional giveaways) to County equipment.
- Do not purchase USB drives unless they are on the County's approved list. For a list of approved USB drives:

Approved USB drives

[http://ennprod/informationtechnology/cabinet/standards/Jump\\_Drive\\_Procurement\\_Guidelines.PDF](http://ennprod/informationtechnology/cabinet/standards/Jump_Drive_Procurement_Guidelines.PDF)

- Avoid Phishing scams by carefully reviewing email prior to clicking on links or following questionable instructions even when valid-looking logos are used. Phishing scams may contain grammar mistakes, request personal information, and reference transactions pertaining to deliveries, bank accounts, or the IRS as a way to appear legitimate. Contact the Information Technology Support Desk if further assistance is needed. Employees of the Sheriff's Office, Elections, Library Services, and Property Appraiser should contact their local IT support instead of the Information Technology Support Desk.
- For more information on phishing, visit the Federal Trade Commission website. The Federal Trade Commission is responsible for policing the Internet with respect to fraud.

Federal Trade Commission phishing article

<http://www.consumer.ftc.gov/articles/0003-phishing>

### ***Information Technology Responsibilities***

- Install and maintain appropriate anti-malware/anti-virus protection software as considered necessary by Information Technology on all County Computing Equipment. Local IT support within the Sheriff's Office, Elections, Library Services, and Property Appraiser will install and maintain appropriate anti-malware/anti-virus protection software on all equipment under their control.
- Review anti-malware logs daily.
- Immediately contain and eradicate any malware infections.
- Maintain anti-malware protection for the County email system that automatically identifies and deletes or quarantines infected email or attachments. Local IT support within the Sheriff's Office is responsible for the Sheriff's email anti-virus protection.

- Notify Users about widespread malware threats and known hoaxes that may impact the County.
- Install operating system software security updates on County Computing Equipment. Local IT support within the Sheriff's Office, Elections, and Library Services, will install and maintain appropriate updates on all equipment under their control.
- Respond in a timely manner to any type of malware alert and take corrective action. Local IT support within the Sheriff's Office, Elections, Library Services, and Property Appraiser will respond in a timely manner to any type of malware alert and take corrective action on all equipment under their control.

# Disposal of Computing Equipment and Media

## Background

County Computing Equipment and physical and electronic media may contain software, applications, and data used to provide County services. If not removed upon disposal, sensitive information such as criminal justice information (CJI), health information, Personally Identifiable Information (PII), or passwords may pose a security risk. Physical media includes printouts, printed imagery and other paper documents containing sensitive information. Electronic media includes but is not limited to hard-drives, tape cartridges, CDs, DVDs, printer ribbons, USB drives, printer and copier hard-drives, SIM cards and smartphones. Federal regulations detail the proper handling and disposal of physical and electronic media. These regulations ensure compliance with Health Information Portability and Accountability Act (HIPAA) and CJI mandates and are consistent with the intent of Florida Statute to protect people's personal information.

### HIPAA laws and regulations

<https://www.hhs.gov/hipaa/for-professionals/privacy/laws-regulations/>

### CJIS Security Policy Resource Center

<https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>

Additionally, Florida Statutes protecting personal and health information may also be relevant when County activities are governed by the State, such as oversight and control of the elections process, critical infrastructure and healthcare. Adherence to this procedure also should enable compliance with Federal and State requirements.

## Procedure

When no longer needed, physical and electronic media used to process, store and/or transmit County data shall be properly disposed of or repurposed in accordance with measures established by the County of Volusia.

- a. Physical media (printouts, printed documents, printed imagery, printed facsimile) containing CJI, HIPAA or sensitive data shall be disposed of by one of the following methods:
  - i. Shredding using County of Volusia cross-cut shredders.
  - ii. Placing CJI in locked shredding bins for the County's authorized contractor to come onsite and shred, witnessed by County personnel throughout the entire process.
  - iii. Placing HIPAA and non-CJI sensitive data in locked shredding bins for the County's authorized contractor to pick up and shred.
  - iv. Incineration of sensitive data at a contractor incineration site.
- b. Electronic media (hard disk drives, tape cartridges, CDs, printer ribbons, flash drives, printer and copier hard-drives, etc.) shall be prepared for disposal or reuse by one of the following methods:
  - i. Overwriting (at least 3 times): This effective method clears data from magnetic media. As the name implies, overwriting uses a program to write binary digits (1 and 0) onto the location of the media where the file to be sanitized is located. Electronic media may now be sent to auction or reused.
  - ii. Degaussing: This method magnetically erases data from magnetic media. Degaussing using strong magnets designed for degaussing purposes or electric degaussing methods

are acceptable. Common magnets, such as those used to hang a picture on a wall are weak and cannot effectively degauss magnetic media.

- iii. Destruction: Electronic media can be physically dismantled by methods of crushing, disassembling, mutilation, incineration, etc., ensuring that the platters have been physically destroyed so that no data can be pulled. This method may be performed by CJI Authorized Personnel.

CJI Authorized Personnel must witness and log both physical and electronic media disposal when CJI is involved.

## Standards

Shredding is only to be used for disposal of paper-based physical media. Electronic media being disposed of will be rendered non-usable by physical means. CDs, DVDs, floppy disks, and like type of electronic media will be destroyed by incineration, mutilation (e.g., crushed, impaled, etc.), or chemical decomposition. Hard disk drives, USB drives, memory cards, and like media will be erased using a degausser approved by the Federal Government or physically destroyed through mutilation or incineration.

Electronic media being repurposed will be overwritten at least three times before being repurposed.

## Guidelines

### ***User Responsibilities***

- a. Ensure all data have been appropriately preserved (e.g., backed up, copied, printed out, etc.) consistent with County records management retention requirements to comply with Florida's Sunshine law.
- b. Shred paper-based physical media containing CJI, HIPAA or other sensitive information.
- c. Format using software that meets Department of Defense standards for all portable electronic storage media prior to repurposing. Destroy by physical means all non-usable portable electronic media including, but not limited to, disk drives, USB drives, diskettes, CDs, DVDs, and tape prior to disposal.
- d. Contact the Information Technology Support Desk to arrange for a workstation analyst to destroy data on Computing Equipment prior to repurposing or disposal.
- e. For county owned smartphones, the following at a minimum needs to be done. For a comprehensive list and detailed instructions, see the below link.
  - 1. Backup all data and connections, including text/instant messages to comply with Florida's Sunshine law,
  - 2. Unpair any connected devices,
  - 3. Turn off and sign out of any message applications,
  - 4. Sign out of all social media applications,
  - 5. Erase all contents and settings,
  - 6. Encrypt the data. Encrypting the data prior to performing the factory reset will protect residual data residing in storage,
  - 7. Perform a factory reset,
  - 8. Verify all settings are cleared,

9. Provide your supervisor with the device lock codes and any associated business user-ids and passwords that may be needed for re-provisioning of the device if you will no longer be utilizing the device or associated accounts for county business.
10. Remove the SIM card and any micro SD cards prior to disposing of or trading in the phone.

Smart Phone Reset Guide
<a href="http://ennprod/informationtechnology/cabinet/howtoguides/Smartphone_Reset_Guide.pdf">http://ennprod/informationtechnology/cabinet/howtoguides/Smartphone_Reset_Guide.pdf</a>

- f. Contact the Information Technology Support Desk if further assistance is needed. Employees of the Sheriff's Office, Elections, Library Services, and Property Appraiser should contact their local IT support instead of the Information Technology Support Desk.

**Information Technology Responsibilities**

- a. Prepare drives for disposal using one of the following methods:

Method of Drive Disposal	Approved Drive Handling
PC replacement end-of-life (spinning drive and SSD)	Wipe using Department of Defense Sanitation Standards
Internal retention and repurpose (spinning drive and SSD)	Wipe using Department of Defense Sanitation Standards
Device disposal (spinning drive)	Wipe using Department of Defense Sanitation Standards, degauss or physically destroy
Device disposal (SSD)	Wipe using Department of Defense Sanitation Standards or physically destroy

- b. Destroy by physical means all inoperable portable electronic media including but not limited to disk drives, USB drives, diskettes, CDs, DVDs and tape prior to disposal.
- c. Disposal of any electronic media that previously contained CJI and HIPAA information shall be witnessed or carried out by CJI Authorized Personnel. Destruction records are required for CJI information and shall be maintained for two (2) years within the IT Division folder structure called ITD:\IT\_Operational\CJI\_Hard\_Drive\_Destruction. The records shall indicate the date of the destruction, identify the material destroyed, destruction method, and be signed by the individuals designated to destroy and witness the destruction. CJI Authorized Personnel serving as destruction witnesses shall be required to know, through their personal knowledge, that such material was destroyed.

Regulations and requirements regarding handling of electronic media are expected to change over time. IT personnel are responsible for ensuring continued compliance with governing regulations when handling any electronic media that contains HIPAA, CJI or any other sensitive data. Information Technology (IT) systems that have been used to process, store or transmit CJI and/or sensitive information shall not be released from the County's control until the equipment has been sanitized and all stored information has been cleared using one of the above methods.

# Employee Remote Access

## Background

While offering potential benefits, remote access to County resources introduces risks to the security of applications and data.

County Information Technology professionals cannot control the operating system, security settings, installation of security patches, specialized security software, or physical access to an employee-owned PC, laptop, tablet, or smartphone. Employee-owned computing equipment is considered unmanaged and unsecure.

Each remote access account and access point to the County network increases the security risk. Management is asked to grant remote access requests only where use will significantly benefit County operations.

## Procedure

- Remote access will be provided in a secure manner and at the discretion of an employee's division manager and with Information Technology concurrence. Under no circumstance is it permissible to remotely access any Computing Equipment which can access criminal justice data (CJI) unless acceptable encryption methods are in place. The Florida Department of Law Enforcement (FDLE) and Federal Bureau of Investigation (FBI) have strict policies in place regarding this type of access.
- Management will ensure that remote access is a significant benefit to County operations.
- Remote access will be gained only through access points under the management of County Information Technology or approved by County Information Technology.
- Employee workstations directly attached to the County network and configured to permit remote access without management approval are a violation of this Procedure.
- Remote access to computer resources accessing CJI requires advanced authentication.
- The County is not responsible for the configuration, repair, or diagnosis of non-County Computing Equipment.

## Standard

Remote access to County email does not require a User to have access to the County network. All employees with County GroupWise email accounts may use this link to securely access email via the Internet:

GroupWise secure webmail

<https://webmail.vcgov.org>

With management approval, County and employee-owned Computing Equipment may be provided access to the GroupWise email system in an active synchronization mode where appointments and

email are pushed to the device. Management shall determine the need, and work with Information Technology to approve these requests.

Workstations, by default, will be deployed with remote access disabled.

The County maintains a virtual private network (VPN) solution to provide secure remote access by vendors and employees. The VPN solution provides for the authentication of Users, encryption of communication, and authorization of selected Computing Resources by logon.

## Guidelines

### ***User Responsibilities***

- Upon establishing a VPN connection on a private device, connect to a County Computing Resource first, such as your County desktop PC, instead of connecting directly to the file system.
- Safeguard hardware or software provided by the County.
- Provide personal Internet accounts, phone lines, cable connections, remote wiring, etc., required at home or other areas outside of County premises.
- Install and maintain appropriate security software including, but not limited to anti-virus software, security patches, and automatic software updates.

Approved Anti-Virus Guidelines for Home PCs.

[http://ennprod/informationtechnology/cabinet/standards/Anti\\_Virus\\_Guidelines.pdf](http://ennprod/informationtechnology/cabinet/standards/Anti_Virus_Guidelines.pdf)

- Provide for the maintenance, diagnosis, and repair of non-County owned hardware and software.
- Use discretion as laws regarding public records may apply to remotely attached workstations and devices including your employee-owned Computing Equipment.
- Ensure all County data, including public records, are properly safeguarded and not stored on a personal device.
- Ensure that remote access accounts, user accounts, and equipment are not available to unauthorized individuals. Prevent access to these accounts by spouse, children, or others that may have physical access to the equipment.
- Lock the screen with a password if the Computing Equipment is left unattended.
- Contact the Information Technology Support Desk if further assistance is needed. Employees of the Sheriff's Office, Elections, Library Services, and Property Appraiser should contact their local IT support instead of the Information Technology Support Desk.

### ***Department/Division Liaison Responsibilities***

- Contact the Information Technology Support Desk upon receiving division director authorization to request remote access for an employee.

### ***Information Technology Responsibilities***

- Review and respond to remote access requests within five business days.
- Maintain the necessary remote access points, firewalls, and security measures to aid in keeping the networks secure.
- Implement and maintain remote access accounts limiting external Users to only those resources required to perform their duties.
- Provide Users guidance in configuration, access, and use of remote access.
- Provide for the maintenance, diagnosis, and repair of County owned hardware and software.
- Provide quarterly reports to department/division liaisons or their designees listing remote access accounts for verification that information is accurate. Disable accounts where appropriate.
- Provide encryption software that uses FIPS 140-2 validated cryptographic modules to all remote users that require County data be encrypted to meet regulatory compliance.

# Equipment, Data, and Media

## Background

Computer hardware, software, and networks are the property of Volusia County and are provided for the purpose of conducting County business. Incidental and occasional personal use may be permitted by management as outlined in the Volusia County Communications Policy.

### Volusia County Communications Policy

<http://ennprod.covdnssrv.co.volusia.fl.us/communityinfo/Communications-Policy.pdf>

News agencies frequently highlight events where a laptop or other electronic media carrying personal information on hundreds of thousands of employees, retirees, applicants, or other files are stolen or lost. The information lost or stolen is frequently more than enough to pose a potential threat of identity theft and discredits the organization.

## Procedure

- Access to Computing Resources shall be restricted to authorized Users. Authorization to use Computing Resources will be limited to the User's need to fulfill job requirements. Management within the department responsible for the application, data, and/or equipment is responsible for authorizing all User access. Security will be configured to adhere to the standards and conventional practices of internal and external auditors in accordance with the principle of least privilege.
- Access to all computer resources requires secure authentication provided by Information Technology. Where advanced authentication is required, such as accessing CJI data, computer users shall use advanced authentication security measures as deployed by Information Technology. The advanced authentication system will be compliant with the FBI Computing Security Policy. Examples include hardware tokens, software tokens, certificates, and other approved measures.

### CJIS Security Policy Resource Center

<https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>

- County management retains the right to inspect any and all files, equipment, and logs created and/or stored on County Computing Equipment.
- It is the employee's or vendor's responsibility to protect from loss or theft any data in their possession. Data encryption is required when removing laptops or electronic media from County facilities if the data files contain sensitive or confidential information such as social security numbers or protected health information.
- Installation of all computer software on County Computing Equipment shall be authorized by Information Technology.

## Standards

- Software installation on County Computing Equipment will be performed by qualified and authorized staff. Staff will follow industry-accepted installation and verification practices to ensure that software is installed and configured to provide maximum security and reliability.
- Windows operating system password protected screen savers will be configured to activate after fifteen minutes of inactivity on workstations and laptop computers. On a case-by-case basis management can approve extending the time of inactivity in accordance with the CJIS Security Policy Section 5.5.5 Session Lock and/or disabling the screen saver timeout. Examples of where this would be valid are a kiosk, a secure front counter device, and a surveillance monitor.

## Guidelines

### ***User Responsibilities***

- Be alert to the presence of unauthorized persons in the work area. Contact a supervisor, building security, and/or law enforcement if a person entering the work area does not provide credentials, seems suspicious, or poses a possible threat.
- Store and secure USB drives, CDs, DVDs, diskettes, or other media out of sight when not in use. Media containing highly sensitive or confidential data shall be appropriately secured, and when warranted, the data encrypted. When in doubt, request Information Technology or department/division assistance on encryption and proper protection.
- Use County Approved Encryption Methods when accessing or storing County data that must be protected to meet regulatory requirements. It is the User's responsibility to identify and know which data are required to be encrypted.
- Protect Computing Resources including desktops, laptops, tablets, smartphones, USB drives, CDs, DVDs, diskettes, and media from environmental hazards such as direct sunlight, magnetic fields, food, smoke, liquids, humidity, dirt, dust, sand, drops/bangs, power surges/cuts, and extreme heat or cold. Users who neglect this may be accountable for any resulting loss or damage.
- Contact Information Technology Support Desk for equipment recommendations and approval (e.g. laptops, printers, GPS units, plotters).
- Contact Information Technology Support Desk for equipment installations, disconnections, modifications, relocations, and software installations. This includes printers and other peripherals.
- Follow this Procedure and any additional departmental procedures regarding the use of Computing Resources including data outside of County offices.
- Follow this Procedure and any additional departmental procedures regarding the downloading of data. Download data from trusted sources only.

- Before downloading files or using files or data from even a trusted source, check that the anti-virus software on your computing equipment is current and operational. Scan all downloaded material using anti-virus software prior to use. How-to instructions are available on Information Technology's ENN home page under the training section.
- Do not take any actions to disable or prevent screen saver from activating on a workstation. Contact Information Technology Support Desk if screen saver does not activate on a workstation after fifteen minutes of inactivity. On a case by case basis management can approve extending the time of inactivity in accordance with the CJIS Security Policy Section 5.5.5 Session Lock and/or disabling the screen saver timeout.
- Lock the password protected screen saver whenever County Computing Equipment is left unattended.
- Shut down and power off your workstation properly at end of each workday.
- Lock the password protected screen saver at end of each workday on workstations that have been approved to remain powered on continuously.
- Secure, monitor, and protect portable Computing Resources, which are more susceptible to loss, theft, and damage.
- Report any lost or stolen equipment and/or media immediately to Information Technology Support Desk and direct supervisor. Employees of the Sheriff's Office, Elections, Library Services, and Property Appraiser should contact their local IT support instead of the Information Technology Support Desk.
- Contact the Information Technology Support Desk if further assistance is needed. Employees of the Sheriff's Office, Elections, Library Services, and Property Appraiser should contact their local IT support instead of the Information Technology Support Desk.

### ***Information Technology Responsibilities***

- Set up a password protected screen saver included with the operating system on all County-owned workstations, tablets and laptops. The screen saver will be set to come on after a maximum period of inactivity. On a case-by-case basis management can approve extending the time of inactivity in accordance with the CJIS Security Policy Section 5.5.5 Session Lock and/or disabling the screen saver timeout. Mobile devices should be set to power down the screen quickly when not in use and have a lock code.

CJIS Security Policy Resource Center
<a href="https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center">https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center</a>

Maximum period of inactivity until screensaver activated	15 minutes
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- Configure County Computing Equipment to require a password on devices at system startup and when unlocking the screen saver.
- Provide equipment and software consultations, recommendations, and approvals.

- Install County Computing Equipment with appropriate software security measures including, but not limited to antivirus software, patches, automatic software updates, passwords, and/or remote management software.
- Install, disconnect, and modify hardware and software as requested by departments/divisions through the Information Technology Support Desk.
- Provide consultation on appropriate use and data encryption.
- Provide an on-screen notification to users who access CJI data that usage of County Computing Equipment shall be by authorized individuals only and that any such usage may be monitored.

### ***Purchasing Responsibilities***

- Contact Information Technology for review and approval of Computing Resource purchase requests and to participate in solicitation projects that include Computing Resource acquisition or implementation.

# Internet

## Background

The use of the Internet has become commonplace throughout the organization as a means of conducting business. While connecting to the Internet can be a tremendous asset to County government, it also heightens the exposure of County Computing Equipment to unauthorized access and tampering. Industry statistics show that computing devices connected to the Internet pose an increased likelihood of being infected with spyware programs, viruses, and other malware. Most recently, increasing numbers of ransomware attacks occur through users clicking on a compromised websites.

The malicious programs can result in data corruption or damage to computer systems. For example, in 2018 Atlanta encountered a ransomware attack resulting in more than a third of Atlanta's 424 applications becoming unavailable, close to 30% of which were "mission critical". The City Attorney's office lost the ability to use all but six of its 77 computers and 10 years' worth of documents, while the police lost their dash cam recordings, compromising pending DUI cases. Some estimates put the cost at \$17 million to recover.

## Procedure

Management and staff will ensure the Internet is used in a manner that minimizes security risks to the County.

## Standard

Internet access will be provided to employees as part of the County Standard for County Computing Equipment unless department/division management directs Information Technology otherwise.

## Guidelines

### *User Responsibilities*

- Abide by the Volusia County Communications Policy regarding Internet use.

**Volusia County Communications Policy**

<http://ennprod.covdnssrv.co.volusia.fl.us/communityinfo/Communications-Policy.pdf>

- Ensure that any transactions involving sensitive information such as protected health information, passwords, and social security numbers are conducted with Trusted Sites via encrypted/secure connections. An Internet address that starts with HTTPS instead of HTTP indicates that the connection is encrypted. Use the lock icon on the browser to review the site validity and certificate authority.
- Use VeriSign, GoDaddy, and Symantec protected sites or a similar security offering for transactions involving sensitive information such as protected health information, passwords, and social security numbers.

- Do not click on web links and articles that are not related to County business. While occasional personal use may be approved by management, do not use County Computing Resource to access internet web pages that may be compromised such as those displaying eye catching articles such as “Did Mark Zuckerberg Buy a \$150 Million Yacht?” or that advertise products at too good to be true prices.
- Do not use instant messaging from a Volusia County Computing Resource.
- Check that the antivirus software on your County Computing Equipment is current and operational before downloading and using files or data from a trusted source. How-to instructions are available on Information Technology’s ENN home page under the training section.
- Scan all downloaded material using antivirus software prior to use. How-to instructions are available on Information Technology’s ENN home page under the training section.
- Contact the Information Technology Support Desk if further assistance is needed. Employees of the Sheriff’s Office, Elections, Library Services, and Property Appraiser should contact their local IT support instead of the Information Technology Support Desk.

### ***Information Technology Responsibilities***

- Deploy new County Computing Equipment with Internet access unless directed otherwise by department/division management.
- Maintain County-wide Internet access services.
- Install and maintain appropriate software security measures including, but not limited to antivirus software, security patches, and automatic software updates.
- Block access to restricted sites and services as identified.

# Network Equipment

## Background

The advent of inexpensive and easy to install consumer networking equipment has introduced an increased potential for exposing County resources to security breaches.

Information Technology is responsible for all connections to the County Network.

Consumer wireless network hubs, wired hubs, and network diagnostic equipment are easily purchased at retail electronics stores for under a hundred dollars. These hubs and wireless local area network (WLAN) devices are intended for household use. Consumer products do not incorporate the security Standards necessary to protect the County network, Computing Resources, and data and should not be used.

## Procedure

All access and access points to the County Network will be reviewed and approved by Information Technology.

All network access points (wired and wireless) and network equipment deployed or used within County facilities or connected to the County Network must be approved by Information Technology before installation.

## Standards

Information Technology maintains Standards for equipment that is appropriate for use on the County Network and in County facilities.

Residential products are not appropriate for use on the County network.

## Guidelines

### *User Responsibilities*

- Contact the Information Technology Support Desk with all network requests and WLAN requirements prior to implementation.
- Install only authorized network or WLAN equipment on the County network.
- Contact Information Technology Support Desk before using any diagnostic equipment or software on the County Network.
- Report suspicious network equipment on the County Network to the Information Technology Support Desk. This would include simply seeing a consumer wireless or wired network hub in the general work area.
- Monitor the activities of vendors, contractors, employees, interns, and volunteers to ensure they comply with this Procedure.

- Use County provided wireless access points when available to connect County Computing Resources. Under no circumstance is any CJI data to be transmitted via any wireless access point.
- Use caution when connecting County Computing Resources to wired or wireless networks outside of the County Network. For example, Internet services at airports, restaurants, and hotels are normally not as secure as the closed County Network.
- Contact the Information Technology Support Desk if further assistance is needed. Employees of the Sheriff's Office, Elections, Library Services, and Property Appraiser should contact their local IT support instead of the Information Technology Support Desk.

### ***Information Technology Responsibilities***

- Provide a reliable, secure, and documented network.
- Approve all network requests and WLAN solutions before implementation.
- Install and configure County networking and WLAN solutions.
- Investigate and resolve any identified unauthorized access points on the network.
- Remove unauthorized access points on the network and report the removal to the department/division liaison and the IT Support Desk. The IT Support Desk will report this event to the Information Technology Director and Information Technology Security Officer.

# Passwords

## Background

The confidentiality, integrity, and availability of data stored on County computer systems must be protected by passwords to ensure only authorized individuals have access. Access to County systems is restricted to only those functions required for each individual to perform their County duties.

Information Technology, and the IT industry in general, no longer recommend the use of passwords. IT recommends the use of passphrases, which are considerably longer. However, many systems are as of yet unable to support lengthy passphrases, leading to a transitional period.

The following is an example of a password: **family123**

This particular password has an estimated cracking time of 74 milliseconds. An eye blink is 300 to 400 milliseconds, meaning that this password can be cracked faster than you can blink.

A passphrase is a series of three or four unrelated words, such as: **TransmitDrainOverseeBird**

The above passphrase has an estimated cracking time of 110 centuries. The increase in cracking time is largely due to the increased length of the password and the fact that the words are unrelated.

In those systems where it is possible to use them, IT recommends using at least three unrelated words as a passphrase. The key is to use unrelated words, which should not form a proper sentence or be grammatically correct. Password crackers already search for phrases from movies and books, as well as common phrases. Words that naturally go together and have meaning should not be used. Although the length of a passphrase gives it security, a number, capital letters, or symbol thrown in will strengthen the passphrase even more.

## Procedure

User passwords are a key to the protection of County resources. Users are responsible for the protection and maintenance of their passwords.

Strong passwords will be maintained by all individuals accessing County applications or Computing Resources.

Passwords will be changed anytime the individual suspects someone has unauthorized knowledge of their password.

## Standards

Passwords or passphrases shall be a minimum length and contain other attributes, as defined below. Longer and more complex passwords are recommended including the use of special characters and mixed upper and lower case letters where supported.

Passwords will not be composed of easily guessed content or common words found in a dictionary. Do not use your name or the names of relatives, friends, or pets as part of the password. Do not use easily seen or guessed strings of letters on the keyboard like 12345678 or QWERTY00.

The nature and value of the application being accessed will determine the need, length and complexity for a password. As an example, email, human resources, finance, criminal justice, and land information applications all require passwords for use, while use of the ENN phone book does not.

It is recommended, and in some cases required, that different applications have unique passwords.

In those systems where it is possible, use passphrases instead of passwords. In those systems where passphrases are not an option, the following minimum requirements hold:

Minimum length of password	8 characters
Minimum number of digits in password	1
Upper case character	1
Lower case character	1
Special character	1
Not be the same as the User ID	
The ability to change a password is restricted to one change per day	
Expire within a maximum of 90 calendar days	
Not be identical to the previous ten (10) passwords	
Not to be displayed when entered	
Maximum limit of 5 consecutive invalid access attempts. In such case, the account will be locked for a 10 minute time period, unless unlocked by an administrator.	

<b>Guidelines</b>
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***User Responsibilities***

- Passwords should not be written down. However, if deemed necessary they shall be properly secured.
- User shall not use Internet-based password managers. Password managers that store data on a County file server are acceptable.
- Ensure that access to Computing Resources can be gained in the event of an emergency. Ensure your supervisor has access to passwords that cannot be reset by system administrators such as those protecting Microsoft Excel/Word documents.
- Review and follow instructions for resetting network, GroupWise email, and other passwords. How-to instructions are available on Information Technology’s ENN home page under the training section.

Do	Don’t
Contact the Information Technology Support Desk immediately if a password is compromised and change the password	Use personal information like pets’ and children’s names, last names, birthdays, hobbies, addresses,

	nicknames, etc. or common words found in a dictionary as a password
Choose a passphrase or password that is easy to remember but hard to guess	Use same password as on your home PC, home email account, or personal mobile devices and networks (e.g., smartphone, automobile WiFi)
Follow the password standard defined above	Click "Remember Password?" on your workstation if you are prompted
Be aware that certain applications do or do not differentiate upper and lower case	Use special combinations with ALT, CTRL or Option keys
Verify the identity of IT Support Staff or workstation technicians who may ask you to enter your password to troubleshoot and resolve computer problems	Post password on desk, tape to monitor, write on notes, hide under mouse pad, etc.
Examples of good passphrases, because they have no meaning: SpokenMeetStrains RevisionLobbySociety JudgesLiquidBelieve	Examples of bad passphrases, because they have meaning, or are commonly heard: WeThePeople ToBeOrNotToBe DeepDishPepperoniPizza LoudPipesSaveLives AthensTheaterDeLand
Examples of more good passphrases, because they have no meaning and contain symbols or numbers: #SubsetKingdomHours PromptRecordHinted5 CarpetAdobe@LeastBear	Use common keyboard sequences, such as qwerty00 or abc12345.
	Use phrases from movies and books, or common phrases.
	Use words that naturally go together and have meaning.
	Increment passwords by adding a sequential number on the end when changing it.
	Give, email, text, fax, or release passwords to anyone.

### ***Information Technology Responsibilities***

- Verify the identity of a User prior to providing assistance in resetting a password.
- Assist Users in resetting passwords when the User has forgotten their password or suspects their password(s) is compromised.
- Assist in adding or removing a User's Computing Resource security.

### ***Direct Supervisor Responsibilities***

- Document employee passwords when appropriate and store in a secured central storage area (e.g., metal lockbox, safe, etc.) for use in emergencies. Management should only collect passwords that cannot be reset by the system administrator. Most passwords used for centralized computing service can be reset by system administrators whereas local passwords created to protect specific documents cannot. For example, Information Technology can change a user's email and file server passwords at management's request,

but Information Technology cannot change passwords set by users to protect specific Excel spreadsheets, Word documents or Access databases.

- Contact the Information Technology Support Desk to add or remove a User's Computing Resource security. Employees of the Sheriff's Office, Elections, Library Services, and Property Appraiser should contact their local IT support instead of the Information Technology Support Desk.

# Reporting Incidents

## Background

Computer related incidents impact the County's ability to serve the public. An incident may impact a single User, a front counter application, or an enterprise-wide application used by hundreds of County employees. Such incidents can be costly in terms of repair and lost productivity and often get reported in the media which diminishes public trust.

Examples of computer related incidents include but are not limited to computer hardware or software failure, network failure, application outage, virus/worm intrusion, network intrusion, server corruption, application failure, ransomware, or workstation failure.

## Procedure

Incidents will be identified and reported promptly.

All incidents will be responded to with a priority that addresses a timely, effective, and orderly recovery with the appropriate use of resources. Status updates will be provided at regular intervals during recovery.

## Standards

- County Computer related incidents will be reported to and tracked by the Information Technology Support Desk.
- Local Information Technology support within the Sheriff's Office, Elections, Library Services, and Property Appraiser should contact the Information Technology Support Desk as the situation dictates.
- All incidents will be promptly reported to minimize security exposures and improve recovery times.
- The Information Technology Support Desk will notify the Information Technology Security Officer and activate the appropriate Information Technology resources to deal with the situation.
- The Information Technology Security Officer or designee will oversee resolution, file the appropriate incident report, and maintain a current log (electronic and paper) detailing all security related incidents.

## Guidelines

### ***User Responsibilities***

- Identify computer related incidents or suspected incidents (i.e. applications failing to perform correctly, logon failure, network connections not functioning, unusual text or graphics displayed on the monitor, and other faulty computer services).
- Immediately report computer related incidents or suspected incidents to the Information Technology Support Desk. Do not assume someone else has called in the incident. Employees of the Sheriff's Office, Elections, Library Services, and Property Appraiser should contact their local IT support instead of the Information Technology Support Desk.
- Read and review Information Technology postings on ENN. Take appropriate actions as indicated by these postings or as instructed by IT Support Staff. Contact the Information Technology Support Desk if further assistance is needed. Employees of the Sheriff's Office, Elections, Library Services, and Property Appraiser should contact their local IT support instead of the Information Technology Support Desk.

### ***Information Technology Responsibilities***

- Monitor systems, network, and services for abnormal behavior and failures.
- Activate recovery staff when incidents occur or are reported. Record incident in appropriate log(s).
- Appropriately inform/update department/division liaisons or designees of current incident(s) and recovery progress.
- Disconnect and shut down affected equipment or network connections, if necessary, to prevent further damage or exposure.
- Research and resolve incidents through diagnostic facilities and processes. This includes working with appropriate personnel to verify data have not been corrupted, manipulated, or destroyed.
- Post a User information bulletin on ENN or contact department/division liaison when an outage is expected to exceed one-half hour (30 minutes).
- Place a follow-up ENN information bulletin or contact department/division liaison when the service is restored.
- Notify the person(s) reporting the incident via phone, email, or ENN posting as to resolution.

# Spam Email

## Background

Spam email can result in huge losses of productivity. Based on 2018 Nucleus Research statistics, unfiltered spam would have cost the County over \$712 for each of the 2200 email accounts, totaling 1.5 million dollars per year in lost time.

No anti-spam solution can block 100% of spam. However, the percentage that does get through is negligible. Spammers continue to adapt and find new ways to avoid detection by anti-spam solutions. The anti-spam vendors then update their solutions to block the new technique. Employees can expect to see fluctuations in the amount of spam that reaches their email accounts each month as anti-spam vendors struggle to keep pace with spammers.

In addition to blocking incoming spam, the County also checks for malware activity in incoming and outgoing emails. The virus definitions used to screen for malware are updated daily through both automatic and manual updates.

2018 Spam Statistics (per month)	
Average spam blocked by County	2,500,000 to 3,000,000
Average legitimate emails permitted through	200,000 to 250,000
Average number of incoming emails containing suspected viruses	50

## Procedure

The County will use an anti-spam system to filter out as many spam messages as possible, such as “work at home” advertisements, chain letters, mortgage solicitations, profanity, fraud, phishing, and known sources of unwanted and non-business related email.

## Standard

The Information Technology anti-spam system uses hardware and special software to block spam email from getting into User email accounts. The software attempts to keep the “bad” email out, while letting legitimate email in. The software uses a list of words, phrases, sender addresses, and web links to check email entering the County email system. Most legitimate email passes the check and is sent on for delivery in seconds. Occasionally, a legitimate email may be blocked due to the words or phrases contained in the message. Blocked emails will be maintained for fourteen days and will be sent forward to the intended receiver upon request. A small amount of spam is expected to get through the anti-spam solution.

This anti-spam solution protects County Users including Elections, Library Services, and Property Appraiser. The Sheriff’s Office is responsible for spam management in the Sheriff’s Office email system.

## Guidelines

### ***User Responsibilities***

- Do not participate in the creation, forwarding, and/or sending of spam (advertisements, solicitations, chain letters, etc.).
- Forward email containing inappropriate solicitations or spam to the Information Technology Support Desk. This allows Information Technology to forward the spam to the anti-spam vendor, who will update the anti-spam filters. Sheriff's Office employees should contact their local IT support instead of the Information Technology Support Desk.
- Provide your County email address only to trusted web sites, mailing lists, individuals or vendors.
- Use of your county email address should be restricted to county-related business. All non-work related emails (shopping, social networking, personal finance, etc.) should be completed using a personal email account on a personal device (Hotmail, Gmail etc.) and on personal time.
- When you no longer wish to receive mailings from a valid publisher use the "unsubscribe" function, generally located at the bottom of the email.
- Contact the Information Technology Support Desk when you suspect that a legitimate piece of mail has been blocked or have other email delivery problems. Sheriff's Office employees should contact their local IT support instead of the Information Technology Support Desk.

### ***Information Technology Responsibilities***

- Provide spam filtering of the County email system.
- Forward copies of spam that were not blocked by the anti-spam solution to the vendor. The vendor will update spam filters on an ongoing basis to block spam email.
- Forward copies of spam that perpetuates a fraud or scam to the Federal Trade Commission and the anti-spam vendor.
- Assist Users that suspect a legitimate email was blocked.
- Identify and release legitimate, quarantined email upon request.

## Third Party Online Storage Providers

### Background

The use of online, or “cloud-based” storage, has become commonplace. Such third party online storage providers include OneDrive, Dropbox, Box, iDrive, SugarSync, iCloud, and others. Some online storage is accessed through web pages, and others require a client installed on a work machine. Most include a small amount of storage for free, with pricing tiers for more room. While online storage can be of benefit to the County, it carries with it many security risks such as data exposure, data theft, and virus exposure, as well as administrative challenges.

### Procedure

Management and staff will ensure that third party online storage services are used in a manner that minimizes security risks and administrative overhead to the County.

### Standards

There are two types of third party online storage uses: business use, and personal use.

- Business use is to perform operations in support of the county.
- Personal use is often utilized for such things as keeping a password database synced between home and work.

Regardless of the nature of use, some, but not all, of the potential issues that will arise with the use of online storage are:

- Leakage or theft of proprietary, sensitive, or confidential data belonging to the county or its citizens.
- Lack of knowledge or logs about either proper authorized access, or unauthorized data leaks. If a leak occurs on a storage service, there is no way for the county to have knowledge the leak occurred or to be able to diagnose and determine what has leaked. Likewise, there is no auditing capability concerning files which have been accessed or modified by authorized users.
- Inadvertent entry points for viruses and malware to enter the county network.
- Lack of compliance with records retention laws and regulations.
- Lack of compliance with the Sunshine Law.
- Lack of proper, county-controlled backup and restore mechanisms.
- Inability to access data stored on the services if they experience an outage and no copies of the files exist on the county network.
- Lack of proper encryption cannot be guaranteed between the storage location and the county computer while the file is in transit.
- Stray, forgotten, or inaccessible data may occur when the employee leaves county employment.

### Guidelines

### ***User Responsibilities***

- Administrative access will be provided to the county files at all times. To meet this requirement, access to the service will be through a county Volusia.org email address, and not a personal email address.
- Users will obtain permission from their director and Information Technology prior to using an online storage solution. Users will provide the business reason for using the storage and show the lack of alternatives.
- It is understood that “ease of use” is not a valid business reason for using third party online storage when alternatives exist. Third party online storage will not be used solely because it is the easiest solution.
- Directors, or designee, will maintain a list of online storage usage in their divisions by staff, and be able to provide the business reason for usage of the third party online storage.
- Third party online storage will only be used in those cases where it is the only solution available to meet the need.
- Third party online storage use will be reviewed periodically by divisions to see if an alternative solution has come available.
- Only use third-party data storage services for information which is public record. Sensitive or confidential data will not be placed in third party storage, even if in a transient manner. This includes, but is not limited to, addresses of exempt personnel, personnel data such as birthdays or SSNs, health-sensitive data, CJIS data, or DHS/TSA data.
- The online storage services should not be used for delivery of data unless it includes a data-loss prevention capability approved by IT. Users will not use third party online storage to share data with citizens or vendors, whether to receive data, or to send data unless approved by IT.
- Users will maintain the master copies of files and documents on a file server on the county network, so as to provide for adequate backups and comply with records retention requirements.
- Users will maintain the master copies of files and documents on a file server on the county network, so as to provide for compliance with the Sunshine Law and public records requests.
- Any files or documents placed into third party online storage will be working copies of documents already stored on the county’s internal file server.
- Anti-virus solutions will be maintained on non-county machines that have access to the third party online storage areas.

### ***IT Support Desk Responsibilities***

The Data Center Section manager, or designee, will:

- Provide guidance on alternative solutions to third party online storage.
- Maintain lists of third party online storage in use by the county, in conjunction with the divisions.

# Transferred, Separated, and Terminated Employees

## Background

Department/division management approves access to County computer systems and data depending upon an employee's position and job responsibilities. When an employee changes positions or leaves County employment, the requirement to access information and computer systems also changes or ends. Similar to employees turning in keys, identification badges, and other job related tools when changing positions or leaving the County, an employee's access to computer systems and data must also be "turned in" promptly for reassignment or deletion. Dormant or out of date User accounts provide an opportunity for misuse of County computer systems while appearing to be legitimate.

## Procedure

Access to Computing Resources must be restricted to authorized Users. Authorization to use Computing Resources will be limited to the User's need to fulfill job requirements. Department/division management is responsible for ensuring that security is appropriate when an employee's, contractor's, or vendor's position or responsibilities change.

Department/division management is responsible for revoking access to Computing Resources when an employee leaves County employment or a vendor or contractor is no longer doing business with the County. Department/division management is also responsible for determining if access to Computing Resources shall be suspended or revoked as a result of disciplinary action.

Accounts and passwords will be appropriately disabled on transfer or termination of employees, contractors, or vendors. Department/division management will take appropriate and timely steps to notify the security administrators (County, State, Federal, banking, etc.) of all systems the transferred, separated, or terminated employee accessed.

## Standards

- Access to Computing Resources is restricted to authorized Users. The revocation of User access due to a disciplinary action including termination will take place prior to or together with the action.
- Requests for revocation of User access due to an employee's, contractor's, or vendor's separation from the County will be made prior to separation and normally effective no later than the end of the last day of employment, unless specifically extended by department/division management.
- Requests for modification of User access due to transfers or changes in responsibilities shall be made prior to the change and will normally be effective together with the action, unless specifically extended by department/division management.

## Guidelines

### ***Direct Supervisor Responsibilities***

Inform the Information Technology Support Desk of the requirement to change or revoke User access of an employee, contractor, or vendor prior to the action. If the situation requires special handling, work with the Information Technology Security Officer to implement the change. Employees of the Sheriff's Office, Elections, Library Services, and Property Appraiser should contact their local IT support instead of the Information Technology Support Desk.

### ***Information Technology Responsibilities***

Ensure that User privileges are revoked or revised when informed of employee, contractor, or vendor change of responsibilities, transfer, separation, or termination.

### ***Information Technology Security Officer Responsibilities***

Work with department/division management or designee when requested in order to coordinate changes in User privileges of an employee, contractor, or vendor requiring special handling.

### ***Human Resources Division Responsibilities***

Provide the Information Technology Support Desk with a list of employees separated or terminated on a bi-weekly basis.

# Vendor Access to Computing Resources

## Background

County computers, software, applications, and data used to provide County services may require support, installation, or modification by outside vendors. Some departmental systems may be wholly or partially supported by outside vendors. These vendors will need onsite and/or remote access to the systems to provide this support. Information Technology will provide guidance and enforce Standards for providing access to outside vendors in a secure manner. The term “vendor” is meant broadly and includes prime contractors and their subcontractors.

## Procedure

Vendors providing support or services to the County for Computing Resources or solutions must adhere to the County *Computing Security Procedures*. Managers within the responsible department/division will ensure that vendors are required to read, understand, sign, and follow the County *Computing Security Procedures* as if they were County employees. Prime contractors are responsible and accountable for ensuring their subcontractors fully adhere to the County *Computing Security Procedures*.

Vendor access to the County network and Computing Resources will be implemented in a controlled, secure, and monitored environment.

## Standards

The County maintains a virtual private network (VPN) solution to provide remote access by vendors and employees. The VPN solution provides for authentication of the vendors, encryption of communication, and authorization of selected Computing Resources by logon. All connectivity will be arranged through a County contact.

County intervention will be required for a vendor to gain access to the network or Computing Resources (e.g., virtual escort, enabling a vendor VPN logon). The vendor will identify the length of time that access is needed.

Vendors will promptly notify the County that temporary VPN access is no longer needed when they complete services. Information Technology will disable the VPN account until it is needed again. Vendor VPN accounts will only be enabled for pre-determined periods of time authorized by the County.

## Guidelines

### ***Department/Division Responsibilities***

- Contact the Information Technology Support Desk to request a vendor account for accessing or revoking access to County Computing Resources. Employees of the Sheriff's Office, Elections, Library Services, and Property Appraiser should contact their local IT support instead of the Information Technology Support Desk.

- Educate vendors on the *County Computing Security Procedures* prior to vendor accessing computing resources and the need to electronically acknowledge agreement and compliance with these Procedures every time a vendor's authorized representative accesses computing resources.
- Ensure vendors comply with practices and standards as specified in maintenance contracts and the County's *Computing Security Procedures*.

### ***Information Technology Responsibilities***

- Provide County portion of remote access solution for vendors.
- Enable and disable vendor remote access as required.
- Provide support for educating vendors in access practices and requirements as specified in maintenance contracts and the County's *Computing Security Procedures*.
- Remove vendor account upon notification from department/division liaison.
- Document and maintain an approved vendor access list.
- Ensure that vendors use County Approved Encryption Methods when accessing or storing County data that is required to be protected to meet regulatory compliance.

### ***Vendor Responsibilities***

- Use County Approved Encryption Methods when accessing or storing County data that is required to be protected to meet regulatory compliance.
- Provide notification to the County when employees associated with County projects and services leave employment or are reassigned.
- Limit access to County data to only those with a legitimate need to know.
- Comply with practices and standards as specified in maintenance contracts and the County's *Computing Security Procedures*.

## Appendix A: Definition of Terms

### Approved Encryption Methods

For any protected information encrypt data in transit and at rest using the following technology:

#### Data in Transit

Any FIPS 140-2 certified method and at least 128 bit strength.

#### Data at Rest

The same as above or a FIPS 197 certified method such as BitLocker for Windows 10 and at least 256 bit strength.

The passphrase used to unlock the cipher for any encrypted file shall meet the following requirements:

- i. Be at least 10 characters.
- ii. Not be a dictionary word.
- iii. Include at least one (1) upper case letter, one (1) lower case letter, one (1) number, and one (1) special character.
- iv. Be changed when previously authorized personnel no longer require access.

### CJI

Criminal Justice Information is the abstract term used to refer to all of the FBI CJIS provided data necessary for law enforcement agencies to perform their mission and enforce the laws, including but not limited to: biometric, identity history, person, organization, property (when accompanied by any personally identifiable information), and case/incident history data. In addition, CJI refers to the FBI CJIS-provided data necessary for civil agencies to perform their mission; including, but not limited to data used to make hiring decisions. The following data types are exempt from the protection levels required for CJI: transaction control type numbers (e.g. ORI, NIC, FNU, etc.) when not accompanied by information that reveals CJI or PII.

### CJI Authorized Personnel

An individual, or group of individuals including contracted services, who have been appropriately vetted through a national fingerprint-based record check and have been granted access to CJI.

### Computing Equipment

Includes but is not limited to workstations, laptops, mobile devices, and servers. Loosely defined as a general-purpose machine that processes data according to a set of instructions that are stored internally either temporarily or permanently.

### Computing Resources

Computing Resources include, but are not limited to, all software, hardware, workstations, laptops, tablets, servers, applications, data, media, smartphones, and networks (LAN, WAN, WLAN) that belong to Volusia County, or are attached to the County network.

## **County**

Volusia County

## **County Network**

All voice, data, and video networks connected to devices directly configured or supported by Information Technology staff.

## **ENN**

Employee News Network. The County's intranet web site.

## **ePHI**

Electronic protected health information refers to any protected health information (PHI) that is covered under Health Insurance Portability and Accountability Act of 1996 (HIPAA) security regulations and is produced, saved, transferred or received in an electronic form.

## **Guideline**

Guidelines are steps taken in compliance with the Procedures, which include areas of responsibility.

## **HIPAA**

The Health Insurance Portability and Accountability Act (HIPAA) of 1996 is United States legislation that provides data privacy and security provisions for safeguarding medical information.

## **HITECH Act**

The Health Information Technology for Economic and Clinical Health (HITECH) Act, enacted as part of the American Recovery and Reinvestment Act of 2009, was signed into law on February 17, 2009, to promote the adoption and meaningful use of health information technology. Subtitle D of the HITECH Act addresses the privacy and security concerns associated with the electronic transmission of health information, in part, through several provisions that strengthen the civil and criminal enforcement of the HIPAA rules.

## **Information Technology**

The Information Technology Division (ITD) of Business Services. There are some instances where another division or individual is responsible instead of ITD. Elections, Library Services, Property Appraiser, and Sheriff's Office have local department/division support staff for workstations and servers. These areas should substitute local department/division support for ITD, when workstations or servers are involved. ITD works in coordination with these local resources as the situation dictates.

## **LAN**

Local Area Network. A computer network that spans a relatively small area. Most LANs are confined to a single building or group of buildings.

## **PII**

Personally identifiable information. This is any data that could potentially identify a specific individual.

## **Procedure**

A Procedure is a guiding principle established by senior management that an organization or project adopts to influence and determine decisions. A Procedure demonstrates commitment from senior management to certain behaviors. It states management's commitment to a program, describing a high-level philosophy and topical coverage. Information security Procedures are brief, technology and solution-independent documents.

## **Protected Health Information (PHI)**

Protected Health Information is defined in 45 CFR 160.103, where "CFR" means "Code of Federal Regulations", and, as defined, is referenced in Section 13400 of Subtitle D ("Privacy") of the HITECH Act. Protected health information means individually identifiable health information that is a subset of health information, including demographic information collected from an individual, and: (1) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and, (2) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

## **Standard**

Standard represents a specific approach, solution, methodology, product, or protocol that must be adhered to for establishing uniformity. Standards are required to maintain consistency and to avoid variance where inappropriate. Standards may be geared toward the User or the technician. Information Technology Standards evolve in step with the progression of technology.

## **Trusted Sites**

Trusted Sites are websites that you know and trust not to damage your computer or harvest information such as passwords and credit card numbers. Examples include Staples (<https://eway.com>) and Amazon (<https://amazon.com>).

## **User**

User refers to anyone using County Computing Resources including direct employees of the County as well as consultants, vendors, contractors, and others performing on the behalf of the County.

## **WAN**

A wide area network is a telecommunications network, usually used for connecting computers, that spans a wide geographical area. Unlike LANs, WANs typically do not link individual computers, but rather are used to link LANs.

**WLAN**

A wireless local area network is one in which a mobile user can connect to a local area network (LAN) through a wireless (radio) connection.

23-P-186JRD

CDBG-DR SYSTEM OF RECORD

County of Volusia  
123 W. Indiana Ave.  
DeLand, FL 32720



SAMPLE

County of Volusia

CDBG-DR System of Record

**Agreement for a CDBG-DR System of Record**

This Agreement for Professional CDBG-DR System of Record (hereinafter “Agreement” or “Contract”) made and entered by and between [COMPANY NAME], which is duly authorized to conduct business in the State of Florida, and whose principal place of business is located at [COMPANY ADDRESS] (“Contractor”) and COUNTY OF VOLUSIA, a body corporate and politic and a subdivision of the State of Florida, whose address is County of Volusia, 123 West Indiana Avenue, DeLand, Florida 32720 (“County”).

RECITALS:

WHEREAS, the County desires to retain the services of a competent and qualified Contractor to provide a CDBG-DR System of Record; and

WHEREAS, the County issued Request for Proposals 23-P-186JRD (the “RFP”) seeking a qualified firm to provide proposals for a CDBG-DR System of Record, and has received responses from various potential vendors; and

WHEREAS, the County has determined that Contractor is fully qualified to render the required service; and

WHEREAS, in reliance on Contractor’s response to the RFP, the County determined that the execution of this Agreement is beneficial to the people of County of Volusia, Florida.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by Contractor and County, the parties agree and stipulate as follows:

SAMPLE

## 1. DEFINITIONS

For this Agreement and any incorporated attachments, certain terms, phrases, words and their respective derivations shall have the meaning set forth and defined therein and shall be applicable in both. Definition of terms in the Agreement shall first be governed by this Agreement, second by the incorporated Scope of Services (Attachment A), third by the incorporated Supplemental Scope of Service (Attachment A-1), fourth by the incorporated Fee Schedule (Attachment B), fifth by the incorporated Insurance Requirements (Attachment C), sixth by the incorporated County Computing Security Procedures (Attachment D), and seventh by the incorporated Federal Contract Provisions (Attachment E). In the event of any conflict among the foregoing, the conflict shall be resolved in the order of priority set forth in the preceding sentence. If there is no applicable definition as described above, the terms, phrases, and words, and their respective derivations when used in this Agreement and the Scope of Work, shall have the meanings ascribed to them in the following order of precedence: first, in the most current edition Black's Law Dictionary and last, in the most current edition of the Merriam-Webster Collegiate Dictionary, if a term is not defined in the Agreement or Black's Law Dictionary.

- A. **Access Control:** A process of granting or denying specific requests to: 1) obtain and use information or data and related information processing services; and 2) enter specific physical facilities, such as buildings, centers, restricted areas with special entrance rules.
- B. **Agreement:** This Agreement for CDBG-DR System of Record, including its articles, exhibits, addenda, and attachments.
- C. **Amendment:** An amendment to this Agreement in writing, approved by the Director of Purchasing and Contracts, and signed by the County and Contractor authorizing a modification or revision to one or more terms or conditions of this Agreement.
- D. **API:** Application programming Interface.
- E. **Change Order:** A written change or modification to this Agreement approved by the County's Project Manager and Contractor, which is signed by the County and Contractor authorizing an addition, deletion, or revision in the Scope of Services, or an adjustment in the Agreement price or time, without change to any other terms or conditions of the Agreement.
- F. **Compensation:** The amount paid by the County to Contractor for Services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated which includes the total monies payable to Contractor, under the terms of this Agreement, for all Services, labor, materials, supplies, travel, training, profit, overhead, costs, expenses, and any other costs necessary to complete work under the Scope of Services.
- G. **Contract Administrator:** The Director of Purchasing and Contracts or his/her designee responsible for addressing any concerns within this Agreement.
- H. **Contractor:** [COMPANY NAME]

- I. **County:** Shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law (constitutional), ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.
- J. **County Project Manager:** The person designated by the County to review, approve and make decisions regarding the Scope of Services in this Agreement.
- K. **Critical Problem:** A problem that prevents the System from operating in a production environment and/or affects the integrity of the data and for which no workarounds exist which would enable the System to be used in a production environment and ensure data integrity.
- L. **Data Risk Management:** Assess and manage security and privacy risks to County Data and the systems used to process, store, or transmit County Data.
- M. **Deliverable(s):** The products or services provided through the Scope of Services for this Agreement including but not limited to: other services, reports, written documentation, training, systems or processes.
- N. **Documentation:** The organized collection of information that describes the structure, purpose, operation, maintenance, and data requirements for the functionality specified for the software, hardware, operating system, database, and services in Scope of Work.
- O. **Effective Date:** The date that this Agreement is fully executed by Contractor and the County.
- P. **Final System Acceptance:** The date upon which all Deliverables of the Scope of Work have been accepted by the County.
- Q. **Hardware:** Physical equipment with a purpose to facilitate electronic functions, store data, display data, process computer instructions, and direct communications.
- R. **Hardware & Software Warranty:** A warranty provided by the Contractor covering the Hardware and Software provided by Contractor, and the Hardware specified by Contractor and provided by the County for the System, ensuring that all of the aforementioned shall perform in accordance with all system and application specifications in the Scope of Work for the Contract term begins after Final System Acceptance such that no other Hardware or Software is required to be purchased or installed by the County to achieve or maintain such functionality so long as the applicable applications are continuously under maintenance.
- S. **Integration:** The state of connecting multiple systems with the intent of sharing or transferring data. **Interface:** A boundary across which two independent systems meet and act on or communicate with each other.
- T. **Key Personnel:** Contractor's personnel who are responsible for Contractor's day-to-day Project operations as described in Contractor's Proposal.

- U. **Known Vulnerabilities:** Vulnerabilities with a Common Vulnerabilities and Exposures (CVE) identifier listed in the United States National Vulnerability Database (NVD) or discovered by the Contractor or County and associated with a specific set of software products and operating systems; to include operating systems and firmware. The NVD is located at <https://nvd.nist.gov/>.
- V. **Licensed Software:** Contractor's licensed and other proprietary Software developed by Contractor and required to operate the System, to be provided by Contractor as part of its Services and pursuant to Scope of Work which includes each computer program or module, application and patent which makes up Contractor's Licensed Software and each copy, translation, update, upgrade, and release, together with any materials related thereto normally provided by Contractor as part of its Services.
- W. **Licensed Technology:** Licensed Software and Documentation.
- X. **Module:** A component of a system.
- Y. **Non-Critical Problem:** A Problem that does not materially affect the operation of the System or the integrity of the data in a production environment.
- Z. **Plug-in:** Plug-in is a computer program that interacts with a web browser to provide a certain, usually very specific, function "on demand."
- AA. **Project:** The project that is described in Attachments A – A2 of this Agreement.
- BB. **Proposal:** The document submitted by Contractor in response to a formal solicitation (23-P-186JRD), which is used to determine if Contractor is highly qualified.
- CC. **Scope of Services:** The Services defined in this Agreement under the Scope of Services and Attachment A, which are hereby agreed to by the parties in writing, and which includes Contractor's responsibility for performing and complying with all incidental matters pertaining thereto.
- DD. **Secure Configuration:** The management and control of configurations for an information system to enable security and facilitate the management of risk. Secure configuration management builds on the general concepts, processes, and activities of configuration management by attention to the implementation and maintenance of the established requirements of the County.
- EE. **Services:** Those services defined in the Scope of Services to be performed by Contractor pursuant to this Agreement and its attachments, including: the work, duties and obligations to be carried out and performed by Contractor under the Agreement and pursuant to Attachments A – E, attached hereto and made a part of this Agreement.
- FF. **Software:** The programs, routines, languages, and/or operating systems that shall provide the functionality specified in the Scope of Work.

- GG. **Software as a Service (SaaS):** A method of software delivery and licensing in which software is accessed online via a subscription model, rather than bought and installed on individual computers.
- HH. **Specification:** Technical and/or functional details that provide information on how a requirement shall be addressed by or within a proposed system.
- II. **State:** State of Florida.
- JJ. **Subcontractor:** A person other than a material man or laborer who enters into an Agreement with a Contractor for the performance of any part of the basic agreement.
- KK. **System:** The solution provided by the Contractor.
- LL. **TaaS:** Transportation as a Service
- MM. **Third Party Software:** Other software recommended by the Respondent that supplements or interoperates with the Respondent's system (software or hardware) so that the entire system provided by the Respondent operates within the functional specifications and requirements of the Scope of Work.
- NN. **Turnkey Solution:** A complete vendor provided solution that is supplied, installed, configured and purchased in a condition ready for immediate use, occupation, or operation within a specified time frame.
- OO. **Vulnerability:** A vulnerability is a weakness in the computational logic (e.g., code) found in software and some hardware components (e.g., firmware) that, when exploited, results in a negative impact to confidentiality, integrity or availability of County Data.
- PP. **Vulnerability Management:** A security capability that provides ongoing assessments of a grouping of security controls that are used to: 1) provide visibility into known vulnerabilities present on the network; 2) delay or prevent entry of malicious or compromised software from being installed on the network; 3) reduce the number of easy-to-compromise devices due to vulnerable software; 4) delay or prevent vulnerable software from being used to gain access to other parts of the network for expansion; 5) prevent escalation of privileges; and/or, 6) prevent data exfiltration.
- QQ. **Warranty:** The warranty or warranties as set forth in this Agreement including any warranties required by State Law or regulation.
- RR. **Web Based:** Web based is access to the proposed solution through a web browser with no client software, other than Plug-ins.

## 2. ATTACHMENTS

The attachments listed below are incorporated into and made a part of this Agreement.

- A. Attachment A — Scope of Services,
- B. Attachment A-1 — Supplemental Scope of Services
- C. Attachment A-2 – File Format Requirements – Payment Data
- D. Attachment B – Fee Schedule
- E. Attachment C — Insurance Requirements
- F. Attachment D - County Computing Security Procedures
- G. Attachment E – Federal Contract Provisions

SAMPLE

### 3. ORDER OF PRECEDENCE

- A. If Contractor finds any potential or possible inconsistency, conflict, error, or discrepancy in the Agreement, the order of precedence, Contractor shall immediately call it to the County Project Manager's attention, in writing, and request the County Project Manager's interpretation and direction before proceeding with the Services affected thereby.

In the event of any conflicts or inconsistencies between any attachment to the Agreement and the Agreement itself, such conflict or inconsistency shall be resolved by giving precedence in the following order:

1. In the event of any conflicts or inconsistencies between Attachment A – Scope of Services and any other attachment of this Agreement in regard to the Scope of Services, Project specifications, performance criteria, or management metrics, Attachment A – Scope of Services shall be controlling, followed by Attachment A-1 – Supplemental Scope of Services.
2. In the event of any conflicts or inconsistencies between Attachment B – Fee Schedule and any attachment in regard to the types of services to be provided under this Agreement, Attachment B – Fee Schedule shall be controlling.
3. In the event of any conflicts or inconsistencies between the Agreement and any attachment to the Agreement in regard to all terms and conditions addressed in the Agreement, the Agreement shall be controlling.

SAMPLE

## 4. SCOPE OF SERVICES

Contractor shall provide Services under this Agreement and act as Contractor to the County in accordance with the Scope of Services as specifically set forth in this Agreement and its attachments.

A. Contractor shall provide a CDBG-DR System of Record in accordance with the Scope of Services attached as Attachments A, A-1, and A-2.

**B. Performance Criteria:**

1. All services shall be performed in accordance with the Agreement and carried out under the direction of the County's Project Manager.
2. All labor necessary to complete the Scope of Services shall be performed in a good and competent workmanlike manner, in accordance with industry standards and to the satisfaction of the County.
3. **Changes to Scope of Services.** The County may, at any time, by written change order, make changes within the general Scope of Work to be performed under this Agreement; unless otherwise allowed by the County in the written change order, such changes to the Scope of Work (or Contractor's claim for adjustment, described below) shall not allow, permit, or excuse any delay in the performance of the Work. Except as otherwise stated herein, if any such change causes an increase or decrease in Contractor's cost of the Services or the time required for performance of the Work, the County may make an equitable adjustment by amending this Agreement and stating the equitable adjustment in such amendment. Determination of whether an increase or decrease in cost was caused by the change to the scope of work shall be in the County's sole discretion. Any claim by Contractor for adjustment under this article must be asserted in writing within thirty (30) days from the date of the County's notification to Contractor (whether made orally or in writing) of the change that caused the claim for adjustment; otherwise, the claim shall be deemed waived. Except as otherwise provided in this Agreement, no charge for any extra work or materials shall be allowed or approved by the County. No additional Work shall be performed or extra materials purchased until a written Change Order has been approved by Contractor and County.
4. **Time is of the Essence.** Time is of the essence for all Services performed under this Agreement and all Projects performed in accordance herewith.
5. **Authority to Act on Behalf of County.** County's Purchasing and Contracts Director, or such other proper authority pursuant to County policies and procedures, shall have the authority to approve, award, and execute all documents or other instruments required to effectuate changes, modifications, or additional service, so long as the then cumulative financial obligation of County for such additional items does not exceed the Director of Purchasing and Contracts' authority under the County Code of Ordinances or policies and procedures.

Any change, modification or additional service that causes the cumulative financial obligation of County for such additional items to exceed the Purchasing Director's or County Manager's authority under the Procurement Code shall be presented to the Volusia County Council for approval.

SAMPLE

## 5. RESPONSIBILITY OF CONTRACTOR

A. Where questions exist as to the Scope of Services to be provided, Contractor shall promptly confer with the Project Manager to ascertain the functional criteria of the Scope of Services. The Services of Contractor shall also include the following:

1. Contractor shall keep the County informed of any changes or advancements in technology occurring any time prior to or during actual implementation of the Services to the extent that such changes and advancements may increase efficiency or otherwise allow for better services or reductions in costs to the County.
2. Contractor covenants and agrees as follows:
  - a. That its allegations and representations regarding its special talent, training, and experience caused the County to select Contractor to be the prime professional;
  - b. That Contractor possesses the special skills to recognize material errors or omissions that would result in failures to appropriately perform in accordance with the Scope of Services;
  - c. That Contractor shall adhere to the standard of care applicable to a contractor with the degree of skills and diligence normally employed by a licensed professional in its field or practice performing the same or similar Services in compliance with all applicable federal, state, and municipal laws, regulations, codes, and ordinances;
  - d. That Contractor shall provide any Project data, summaries, reports, or studies, pursuant to Subsection 5.A.2.c above, accurately with regard to the information contained therein. County's acceptance, approval, or reliance on any such documentation shall not release Contractor from any liability if such information is incorrect or inaccurate, it being understood that the County is relying on Contractor's status as an industry professional in accepting such documentation.

**B. Supervision.**

Subject to Subsection 5.A.2.c, Contractor shall direct and supervise competent and qualified personnel and shall devote time and attention to the direction of the operation to ensure performance of obligations and duties as set forth herein. Contractor shall hire, compensate, supervise, and terminate members of its work force, and Contractor shall direct and control the manner in which Services are performed including conditions under which individuals shall be assigned duties, how individuals shall report, and the hours individuals shall perform. Contractor shall be responsible for all income tax, social security and Medicare taxes, federal unemployment taxes, and any other withholdings from the company's employees' and/or subcontractors' wages or salaries. Benefits, if any, for Contractor's employees and/or subcontractors shall be the responsibility of Contractor including, but not limited to, health and life insurance, retirement, liability/risk coverage, and worker's and unemployment

compensation. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures in delivering Services pursuant to this Agreement. Further, Contractor shall be responsible for assuring the County that finished or completed Deliverables comply with the requirements of this Agreement and the Scope of Services contained therein.

**C. Assurance.**

Subject to Subsection 5.A.2.c, Contractor gives the County its assurance that all Services performed under this Agreement shall be timely performed in a competent and workmanlike manner and in accordance with the specifications and requirements of the Agreement and any approvals required under the Agreement. All Services not conforming to the specifications and requirements of the Scope of Services shall be considered materially defective and constitute a breach of this Agreement.

**D. Accuracy of Reports / Summaries.**

Contractor shall be responsible for the professional and technical accuracy and the coordination of all data, reports, summaries, and any other Services furnished by Contractor under this Agreement. Contractor shall, without additional cost to the County, correct or revise any errors or deficiencies in its Services for which it is responsible.

**E. Services to Comply with Specifications and Law.**

All Services performed by Contractor including all general provisions, special provisions, job specifications, drawings, addendum, amendments to the basic Agreement, written interpretations, and written orders for minor changes in Services, shall comply with the Scope of Services and all applicable local laws, codes, ordinances and statutes.

**F. Subcontractors.**

1. **Employment or Substitution of Subcontractors.** Contractor shall not employ any Subcontractor, other person, or organization of against whom the County may have reasonable objection, nor shall Contractor be required to employ any Subcontractor against whom it has reasonable objection. Contractor shall not make any substitution for any Subcontractor who has been accepted by the County without the County's approval.

2. **Disapproval of Subcontractors.** County's disapproval or requirement of removal or replacement of Contractor's employee or Subcontractor shall be deemed for lawful reasons if in County's reasonable judgment, such Contractor's employee or Subcontractor poses a threat or causes harm to the health, welfare, or safety, or morale of the County or its agencies, personnel or property or who fails any drug test administered in connection with this Agreement, or who has been convicted of a felony or a misdemeanor involving "moral turpitude" or has been released or dishonorably discharged or separated under conditions other than honorable from any of the Armed Forces of the United States.

3. **Contractor Responsible for Subcontractors.** Contractor shall be fully responsible for all negligent acts and omissions of its Subcontractor and of persons directly or indirectly

employed by them and of persons for whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Agreement shall create any contractual relationship between any Subcontractor and the County or any obligation on the part of the County to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. County may furnish to any Subcontractor to the extent practicable, evidence of amounts paid to Contractor on account of specific Services done in accordance with the schedule of values.

4. **Subcontractors to Act Pursuant to this Agreement.** Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Agreement for the benefit of the County, and shall require all Subcontractors or other outside associates employed in connection with this Agreement to comply fully with the terms and conditions of this Agreement as such may apply to the Services being performed for Contractor.

SAMPLE

## 6. TERM OF AGREEMENT

- A. The term of this Agreement shall commence on the Effective Date of this Agreement or when it is fully executed by all parties, whichever is later, and shall terminate X (X) years from the Effective Date. Subsequent renewals are permissible upon mutual written agreement between the parties.
- B. The Services to be rendered by Contractor shall be commenced, as specified in this Agreement or as may be requested by the County and shall be completed within the time specified therein.

SAMPLE

## 7. TECHNOLOGY TERMS AND CONDITIONS

### 7.1. Warranty

The System, during the term of the Contract and any renewals thereto, is warranted by Contractor to provide the functions, features and capabilities specified and described in the Contract. Contractor further warrants and represents that the System and its software components shall operate together as a whole to perform the functions in the manner specified and delineated in the Contract; and that no other County hardware except hardware provided by County under this Contract or Licensed Software is required to be purchased or installed by County to host the System. County shall be responsible for acquiring and maintaining its own personal computers necessary to access the System. Contractor expressly warrants that each module of the System shall be free from reproducible Defects that cause the System to fail to conform to the operational and performance specifications as set forth in the Contract. Contractor makes the foregoing warranty for the System for the term of the Agreement. Contractor warrants that the System is free from viruses and/or malicious software which would prevent the System from being operated as described and set forth in the Contract.

### 7.2. Software Releases/Upgrades during Warranty & Term of Maintenance Agreement

The County shall be entitled to any and all releases of the software and upgraded versions of the software covered in the Contract that becomes available from the Contractor at no charge during the Agreement term.

### 7.3. Software, Hardware, or Other Technical Maintenance

The Contractor shall provide all necessary maintenance on a turnkey basis during the term of the Contract. This may include software, hardware, or other technical maintenance. If not otherwise provided for in the Contractor's pricing, after the initial term, the annual cost for maintenance may only increase annually by the lesser of three percent (3%) or the Bureau of Labor Statistics, Table 5, Compensation (<http://www.bls.gov/news.release/eci.t05.htm>), Professional, Scientific, and Technical Services Index for the applicable year (not seasonally adjusted).

### 7.4. Product Malfunction

In the event that the County terminates the Contract due to default by the Contractor or does not accept the proposed product(s) after installation due to errors, malfunctions, and/or non-performance of the Contractor (or its sub-contractor), the County shall have the right to use the product(s), without charge, until it can be replaced in accordance with the Transition Plan provisions of this Agreement. In the event that the Contractor cannot correct Critical or Non-Critical Problems noted by the County in the then implemented version (including updates) of the product(s), the Contractor shall replace the product or provide a "work around" within ten (10) calendar days after notification that a software correction is required. In the event that the Contractor does not keep the product(s) functioning according to specifications in accordance with the County's sole judgment, then the County, at its sole option, shall have the right to return any or all of the product(s) and related technical data and terminate the Contract. The County may elect to levy liquidated damages as may be established in the

awarded Contract or withhold final payments in the case that the system proves unreliable or does not perform. The County may terminate the Contract for this cause.

### 7.5. Transition Services

If the Contract expires or is earlier terminated, the Contractor shall provide Transition Support Services to the County and develop a transition plan (the "Transition Plan") in the form of an Amendment or Change Order to this Contract to be signed by the County and the Contractor. Contractor's time will be limited to Support Services needed to produce required materials and to respond to questions regarding the System to be transitioned to another Contractor. Examples of Support Services include but are not limited to delivering via electronic media, accurate copies of any data that is requested and necessary to perform the services. The Contractor shall cooperate with County to develop and implement an orderly transition plan and Contractor shall continue to provide services to County until the Transition Plan is completed to the satisfaction of the County. Materials include but are not limited to assistance including all documentation so Contractor can provide the Transition Support Services to County or another Contractor. However, in no event shall Contractor be obligated to disclose any proprietary information or trade secrets to any competitor of Contractor. If the Contract is earlier terminated by the Contractor, other than for default by the County, then Contractor shall provide Transition Support Services at no cost to the County. If this Contract expires or is earlier terminated by the County, then Contractor shall provide Transition Support Services upon terms mutually agreed upon by the parties.

### 7.6. Return of Assets

Except as otherwise provided in the Contract, or upon termination of the Contract, the Contractor shall return all County-owned assets including, but not limited to, stored data and information.

### 7.7. Excessive Downtime

Equipment or software furnished under the Contract shall be capable of continuous operation in accordance with the minimum requirements.

### 7.8. Ownership of County Intellectual Property

Contractor agrees that all domain names registrations, SSL certificates, personal name SLDs, e-mail addresses, other registrations, and trade names or trademarks that County owns prior to or acquires under this Agreement, whether purchased by the County or by Contractor for the specific benefit of the County under this Agreement shall be owned by the County with all rights of title, interest, and possession. As such, Contractor agrees that County shall have immediate and unfettered access to and the use and benefit of County's domain name registrations, SSL certificates, Personal name SLDs, and trade names or trademarks at any time, including upon the termination of this Agreement by either party. Contractor further agrees that County's domain names, SSL certificates, personal name SLDs, trade names or trademarks shall not be used by Contractor or its subcontractors unlawfully or allow unauthorized access to County's data in County systems or networks.

### 7.9. Security Vulnerability Risk Mitigation

A security vulnerability identified in provided software and equipment is considered a major "bug" and a "critical problem" requiring immediate action and shall be expeditiously patched to mitigate risk to

County systems and information. In cases where the Contractor is not the original manufacturer, the Contractor shall coordinate mitigation of security vulnerabilities with the original manufacturer. The Contractor shall provide temporary risk mitigation actions to protect vulnerable County systems and information until a permanent patch becomes available. The Contractor shall keep the County Project Manager fully informed of all security vulnerabilities and the actions underway to patch such vulnerabilities.

### 7.10. Data Security

With respect to the System and environment the Contractor uses to provide services, including those for data processing, storage and transmission, the Contractor is responsible for protecting the confidentiality, integrity, and availability of County Data and agrees as follows: Ownership of County Data. County is the owner of its data, data compilations and reports or compilations of its data generated from use of the Licensed Software ("County Data"). Notwithstanding anything to the contrary contained in this Agreement, the County shall have the right to use the Contractor's Licensed Software to access and have unfettered use of such data, reports, compilations, or information derived from or resulting from the use of the Licensed Software and/or to generate reports from such data, files or information. Contractor acknowledges and agrees that the County is the owner and custodian of said data, compilations and information whether or not such is electronically retained and regardless of the retention media and that the use of the Licensed Software in relation to such information or data does not in any way restrict County in the County's rights of disclosure of its data and information. County Proprietary Information. It is acknowledged by Contractor that to fulfill obligations under the Contract, Contractor personnel may come in contact with business proprietary, personally identifiable, health care, sensitive and privileged law enforcement, and criminal justice information. Contractor is prohibited from divulging, disclosing, or providing access to information obtained as a result of the Contract to any entity or individual not so authorized by the County. Any misuse or unauthorized access of information is subject to administrative and criminal penalties. The Contractor shall take necessary security measures to ensure there is no unauthorized access to County data and that the County proprietary information cannot be downloaded to or printed from any devices that its employees, contractors or subcontractors use, including, and without limitation, desktops, laptops, and USB flash drives. County Data. In storing, processing, or transmitting County Data, the Contractor shall not commingle the County Data with any data from Contractor's other clients. Data Sanitization Requirements. The Contractor shall certify to the County, when required, that County data is destroyed and the Contractor is not maintaining, keeping, or archiving County data. Said certification will be provided to the County Contract Manager in writing. Times this may be required during final acceptance and at Contract termination. Data Monetization. The Contractor shall not profit from utilizing County data, metadata, or other County information. Security Operating Protocols. The Contractor shall adhere to cybersecurity standards and best practices published by the National Institute of Standards and Technology (NIST) as applicable, and, employ generally accepted industry security methods and internal security operating protocols to prevent unauthorized access into the service the Contractor provides to the County or interception of data or communications by unauthorized individuals or unauthorized third parties. Such practices shall include, as applicable: Data Risk Management; Secure Configuration and Vulnerability Management; Access Control; encryption of data stored and transmitted using cryptographic modules validated as compliant with Federal Information Processing Standard 140-2 ; firewall protection; password protection; review of firewall logs and intrusion detection and protection systems (IDPS) notifications on

a daily basis; and, update of virus definitions and security patches on an as-needed basis. Hosting Provider. The Contractor shall only use hardware and software located in secure facilities in the U.S. and administered by the Contractor or a third party hosting provider ("Hosting Provider") to provide services to the County. The Contractor represents and warrants that each Hosting Provider used by the Contractor will cause to be conducted, on at least an annual basis, an SSAE 18 SOC 2 (or equivalent) security audit by a qualified and reputable auditing organization who shall identify in a written report (a copy of which shall be promptly delivered to the County upon request and which shall be the Contractor's Proprietary Information) any deficiencies or weaknesses to internal controls that impact system security availability, processing integrity, confidentiality, or the privacy of County Data in connection with the applicable Hosting Provider's services that the Contractor uses and the operating environment thereof. County Data Location. Except for sending the County Data to the County and to offsite backup storage facilities, the Contractor shall keep the County Data solely in its Hosting Provider's facility or facilities located in the United States and shall not allow such data to leave such facility or facilities in any form. Security Breach. Within twelve (12) hours of discovery, the Contractor shall notify the County should it discover any breach of the security provisions set forth in this Agreement or a loss, interception, unauthorized disclosure or other compromise of the County Data and shall immediately coordinate with the County to investigate and remedy such breach(es) in a diligent and timely manner. Except as may be strictly required by applicable law, the Contractor agrees that it will not inform any third party of any such security breach involving the County Data without the County's prior written consent; however, if such disclosure is required by applicable law, the Contractor agrees to work with the County regarding the content of such disclosure so as to minimize any potential adverse impact upon affected parties. Backup Materials. The Contractor or its Hosting Provider shall maintain backups of all hardware and software used to provide services to the County and the data stored or processed through the System ("Backup Materials"). Backup Materials shall be inventoried, tracked and maintained at a separate secure physical location located in the United States. The separate secure physical location is subject to the same security requirements of the primary facilities where daily and routine processing, storage and transmission of County Data occurs. If access or use of the service is interrupted, the appropriate backup shall be activated within four (4) hours to minimize disruptions.

#### 7.11. SaaS Solution Incident and Disaster Recovery Plans

The Contractor shall implement and maintain, at all times, appropriate incident response and disaster and recovery plans and provide the County with a written copies of the plans upon request. In addition, the Contractor shall provide the County with a copy of any future third party certification report(s) that review and/or certify the incident response or disaster and recovery plans when such report(s) are made available to the Contractor.

#### 7.12. Access to the County System

The County, in its sole discretion, may permit the Contractor to have remote on-line access to designated computer systems of the County in order to facilitate the Contractor's ability to perform its obligations under this Agreement. Such access shall be used only in furtherance of the Contractor's duties under this Agreement and may not be used for any other purpose. If such access is granted, the Contractor shall give to the County the names of the Contractor's employees who have a legitimate business need for such access to the County's computer systems, and the County shall provide a separate user identification code for each person, if applicable. The Contractor shall audit all remote

access used by its employees at least quarterly to ensure its employees are performing their duties in strict adherence to all security and privacy requirements under this Agreement, and shall immediately notify the County of and take immediate action to rectify any deviations. The Contractor, at its own expense, shall provide and maintain any hardware, telecommunications services and software not furnished by the County which is needed to communicate reliably with the County's computer systems. The County, in its sole discretion, may terminate the Contractor's access to the County's computer network at any time. The Contractor shall ensure that: (a) computer access is limited to those employees with a legitimate business need whose names have been furnished to the County; and (b) such employees with access agree to keep any information so obtained strictly confidential, to use such information only to perform the Contractor's contract obligations to the County and to cease accessing the County's computer systems when no longer required to perform work under this Agreement. The Contractor shall immediately notify the County if it becomes aware of any unauthorized access to the County's computer systems or unauthorized use of the information on the systems. Any information to which the Contractor, its officers, employees, subcontractors or agents becomes privy as a result of such access shall be deemed proprietary information and protected by the provisions of this Agreement. The Contractor shall cooperate with the County in the investigation of any apparent unauthorized access by the Contractor to the County computer or electronic data storage systems or unauthorized release of the County Data by the Contractor. The Contractor warrants and agrees that its personnel will not remotely access the County's system from a networked computer unless the network is protected from all third party networks by a firewall that is maintained with all patches up to date by qualified, trained and competent administrative staff. Said firewall must be certified by the International Computer Security Association (ICSA) (or an equivalent certification as determined by the County) if the connection to the County's network is an ongoing connection such as broadband.

### 7.13. Compliance with Laws and Regulations

Contractors shall be responsible to know and to apply all applicable federal, state, and local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with Disabilities Act (ADA), Titles I, II and III of the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The awarded Contractor shall indemnify, defend, and hold harmless the County and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, Subcontractors, sub-consultants, professional associates, agents, servants, or employees. For internet/web Services: For the purposes of this paragraph, any Services or products offered to public via the internet or online must comply with WCAG 2.0 AA in order to be deemed ADA compliant. The County will provide Contractor with prompt written notice with respect to any ADA deficiencies of which the County is aware and Contractor will promptly correct such deficiencies. If the County, the Department of Justice or other governmental entity tasked with the enforcement of the ADA ("Enforcement Agency") notes any deficiency in the facilities, practices, services, or operations of the Contractor furnished or provided in connection with this Agreement, Contractor shall, at no additional charge or cost to the County, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Contractor further

agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the County against any and all claims, sanctions, or penalties assessed against the County, which claims, sanctions, or penalties arise or otherwise result from Contractor's failure to comply with the ADA or WCAG 2.0 AA, for online or internet Services or products. At time of submittal, Contractors must hold the required licensure to be the prime Contractor for all work to be performed under this RFP. If any Contractor proposes to use a Subcontractor or sub-consultant to perform any work under this RFP, such Subcontractor and/or sub-consultant shall, at the time of submittal, hold the required licensure for all work to be performed under this Contract as a Subcontractor and shall maintain such license(s) in full force and effect during the term of the awarded Contract. All licenses and permits required to perform Contractor's duties under this RFP, whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at each Contractor's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the awarded Contract.

SAMPLE

## 8. AGREEMENT PRICE AND COMPENSATION

### 8.1. Payment Pursuant to Fee Schedule

Contractor shall be paid Compensation for all Services. Compensation listed in Attachment B – Fee Schedule constitutes complete payment for all Services rendered under this Agreement, including the cost of all projects, materials, equipment, labor, expenses (including reimbursable expenses), all mark-ups for overhead and profit more particularly described in Attachment B – Fee Schedule. The County agrees to pay Contractor in current funds, as compensation for its Services.

### 8.2. Errors and Omissions in Pricing

Compensation shall not be adjusted because of errors or omissions not the fault of the County in computing the Services costs which result in an increase in the cost of this Agreement or because the time for completion varies from the original estimate, including completion or substantial completion of this Agreement prior to the scheduled or Agreement completion date or on account of County's election to furnish any of the Services. In addition, Contractor shall certify that the original Agreement price or Compensation for the Scope of Services and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the price or Compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

### 8.3. Reimbursable Expenses

County's payment to Contractor pursuant to the Fee Schedule, attached hereto and incorporated herein as Attachment B, shall be full compensation for Services rendered and any expenses incurred in connection therewith, and Contractor shall not be eligible for reimbursement for any expenses incurred in connection with the performance of this Agreement.

### 8.4. Payments

Any payments shall be made in accordance with Attachment B – Fee Schedule. The hourly rates expressed in Attachment B shall govern Compensation and provide for payments against specified Deliverables and performance.

#### A. **Approval of Payment**

If, on the basis of the County Project Manager's observation and review of Contractor's Services, the County Project Manager is satisfied that the Services has been completed and Contractor has fulfilled all of its obligations under the Agreement, the County Project Manager, after receipt of a proper invoice, shall indicate in writing his or her approval of payment and present the invoice to Accounts Payable for payment. Otherwise, the County Project Manager shall return the invoice to Contractor, indicating in writing the reasons for refusing to approve final payment. Subsequent to receiving a returned invoice, Contractor will make the necessary corrections and resubmit the invoice and, if requested, provide explanation or substantiation for

said invoice. Regardless of the foregoing, approval of payment pursuant to this section shall not prevent the County from recovering amounts paid when the County subsequently discovers material defects or deficiencies in the services or work provided by Contractor, which defects or deficiencies would have otherwise caused the County to withhold payment.

## 8.5. Invoices

Invoices or payment requests shall be addressed from Contractor and submitted to the County's Project Manager. All invoicing and payments, including the practices and procedures pertaining thereto, shall be governed by the applicable provisions of Part VII of Chapter 218, Florida Statutes.

### A. Invoice Detail

Contractor shall submit an invoice for which professional Services were rendered to the County upon the completion and acceptance of the Services. Each invoice shall show detailed explanations of the Services accomplished and, if requested, provide substantiation for same. Invoices shall be in accordance with the Agreement prices set forth by labor hours by classification, associated rates, any material or subcontracted costs and any indirect rates or costs in accordance with the Agreement prices set forth hereto. All of the above shall sum to the total amount requested.

### B. Contractor's Invoice(s) shall be accompanied by supporting data as may be required by the County Project Manager. County Project Manager shall review Contractor's Invoice and supporting data and notify Contractor in writing within ten (10) days from receipt of the statement if any amounts requested are disputed or lack adequate support or documentation.

### C. Invoicing Pursuant to Agreement.

Pursuant to Attachment B, Contractor shall invoice County for all payments due Contractor under this Agreement. County shall pay invoices in accordance with this Agreement. Invoices shall be sent to the address specified by the County.

### D. Withholding

The County may withhold payment of any specific invoiced charges that it disputes in good faith and pay all undisputed charges on the invoice.

### E. Payment Due.

Within forty-five (45) days of acceptance by the County Project Manager of all the Services for which Contractor has submitted an invoice of professional Services, Contractor shall be paid the unpaid balance of any money due for any undisputed Services covered by said invoice.

### F. Taxes.

County is a tax exempt entity and shall not be charged or invoiced for the payment of taxes for Services performed under this Agreement.

## 8.6. Contractor's Continuing Obligations

Contractor's obligation to perform Services in accordance with the Agreement shall be absolute. Nothing, including without limitation, the following, shall constitute an acceptance of Services not in accordance with the Agreement: approval of any progress; final payment to Contractor; documentation confirming acceptance of the Services by the County; any payment by the County to Contractor under the Agreement; any act of acceptance by the County or any failure to do so; any correction of defective Services by the County.

## 8.7. Non-appropriation

Notwithstanding any other term or provision of this Agreement, the continuation of this Agreement beyond a single fiscal year of County is subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes. Termination by the County due to non-appropriation shall be without a termination charge by Contractor. The County shall not be obligated to pay Contractor under this Agreement beyond the date of termination except as set forth in this Agreement. County's obligation to pay Contractor is limited to the budgeted amount for a fiscal year approved by the Volusia County Council for the then-current fiscal year of this Agreement and is otherwise limited to legally available non-ad valorem tax revenues.

## 8.8. Unusual Costs

The Contractor may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor and the Contractor shall provide such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices decrease.

## 9. PAYMENT OF SUBCONTRACTORS

### 9.1. Payment

Contractor shall pay its Subcontractors and suppliers, within thirty (30) days following receipt of payment from the County for such subcontracted Services or supplies. Contractor agrees that if it withholds an amount as retainage from such Subcontractors or suppliers, that it shall release such retainage and pay same within thirty (30) days following receipt of payment of retained amounts from County.

### 9.2. Indemnification as to Payment of Subcontractors

Contractor shall save, defend, and hold the County harmless from any and all claims and actions from Contractor's Subcontractors for payment for Services and Deliverables provided by Subcontractors for Contractor under this Agreement. Regardless of the foregoing, nothing in this Agreement shall create any contractual relationship between any Subcontractor and the County or any obligation on the part of the County to pay or to see the payment of any moneys due any Subcontractor, except as may otherwise be required by law.

SAMPLE

## 10. LIMITATION OF LIABILITY AND INDEMNIFICATION

- A. **Indemnification.** Contractor shall indemnify, defend and hold harmless the County, including its districts, authorities, separate units of government established by law (constitutional), ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the County.
- B. In all claims against the County, Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.
- C. **Sovereign Immunity.** The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, (as amended) Florida Statutes. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of the County's immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability that may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

## 11. INSURANCE

Contractor shall provide the required insurance detailed in Attachment C for the entire Term of the Agreement. Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements of Attachment C.

SAMPLE

## 12. TERMINATION

- A. County may terminate this Agreement upon at least sixty (60) days prior written notice to Contractor.
- B. Contractor may terminate this Agreement upon at least one hundred eighty (180) days prior written notice to County.
- C. Upon receipt of notice of termination by the County from Contractor or upon delivery of notice of termination from the County to Contractor, Contractor shall:
  - 1. Stop work under the Agreement on the date and to the extent specified in County's Notice of Termination.
  - 2. Inform the County, in writing, of the extent to which performance is completed.
  - 3. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the Services under the Agreement that is in progress but not yet completed.
  - 4. Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the right, title and interest of Contractor under the orders and subcontracts so terminated.
- D. For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Article 6 - Term of Agreement, Article 8 – Agreement Price and Compensation, and this Article 12 - Termination, the County shall cause payments to be made to Contractor within forty five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty five (45) days.
- E. With the approval of the County and to the extent required by the County, settle all outstanding liabilities and all claims arising out of such termination. County's approval of such settlements shall be final for all the purposes of a termination under this Article 12 - Termination. In addition, Contractor shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County of Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the Services terminated.
- F. If Contractor fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the Services and complete the Services and Contractor shall be liable to the County for any increased cost of the Project reasonably incurred by the County to complete Contractor's unfinished Services. As such, County may apply unpaid

Compensation due and owing to Contractor prior to the default as a set off against the costs incurred by the County for taking over such Services.

- G. The right of termination provided to the County and Contractor herein shall be cumulative of all other remedies available at law.
- H. All provisions of this Agreement that impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

SAMPLE

## 13. DISPUTE RESOLUTION

### A. Good Faith Efforts to Resolve.

The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section Dispute Resolution. The Contractor and the County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable Scope of Work or statement of Services. Issues shall be escalated to successive management levels as needed.

### B. Informal Dispute Resolution.

If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under these agreements, and the parties are unable to resolve such dispute within five (5) business days or longer, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.

### C. Discovery and Negotiation / Recommended Procedures.

Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative within ten (10) County Work Days (defined as weekdays [i.e. Monday, Tuesday, Wednesday, Thursday and Friday] not designated as holidays by the County) of issuance of the Dispute Notice, or such other time as may be mutually allowed by the Project Managers as being necessary given the scope and complexity of the dispute, the Project Managers may, depending upon the nature, scope, and severity of the dispute, escalate the dispute as indicated below:

#### **County Work Days Contractor's Representative County Representative**

10 Contractor's Project Manager County's Project Manager

10 Contractor's Sr. Vice President Director of Purchasing and Contracts

20 Contractor's COO or President Deputy County Manager

### D. Formal Dispute Resolution.

At any point after issuance of a Dispute Notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance with the rules of

practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorney's fees for mediation or arbitration of an issue arising under this Agreement.

**E. Right to Terminate Reserved.**

Regardless of the dispute resolution procedures provided for in this Section Dispute Resolution, nothing herein shall affect, delay, or otherwise preclude a party from terminating this Agreement in accordance with the provisions of Section Termination, it being understood that these dispute resolution procedures are intended as a means of resolving disputes both during the term of this Agreement and after termination or expiration thereof.

SAMPLE

## 14. COUNTY DATA

- A. Contractor agrees and understands that all files and other information and data created in connection with the administration of this Agreement constitute a public record, except to the extent it is exempt or proprietary under Florida Law (Chapter 119, Florida Statutes) from disclosure or as preempted by federal law. Contractor agrees to maintain for public record access such files and to maintain for public access such files after termination of this Agreement to the extent required by the laws of the State of Florida.
- B. Upon any termination or expiration of this Agreement, Contractor, upon County's written request, shall promptly deliver, but not more than thirty (30) days after County's request, to County an extract of County's data hosted in the System in XML format or such other format as mutually agreed upon by County and Contractor.
- C. THE ABOVE DUTIES AND OBLIGATIONS SHALL SURVIVE THE CANCELLATION OR TERMINATION OF THIS AGREEMENT.

SAMPLE

## 15. LOCAL GOVERNMENT REQUIREMENTS

### 15.1. Public Records Law

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, [purchasing@volusia.org](mailto:purchasing@volusia.org), by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. RM 302 DeLand, FL 32720.**

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.
- B. Upon request from the County's custodian of public records, provide the 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if Contractor does not transfer the records to the County.
- D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of Contractor or keep and maintain public records required by the County to perform the service. If Contractor transfers all public records to the County upon completion or termination of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion or termination of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify Contractor of such request, and Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

#### 15.2. No Code Violation or Past Due Debt

Contractor warrants and represents that neither the business, nor any officer or significant stakeholder of the business is in violation of the Volusia County Code of Ordinances, and does not owe the County any past due debt. Any breach of the foregoing warranty and representation shall be a material breach of this Agreement and the County shall have the right to terminate this Agreement as set forth herein.

#### 15.3. Changes Due to Public Welfare

The County and Contractor agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law or ordinance.

#### 15.4. Compliance with Applicable Laws

Contractor shall perform its obligations hereunder in accordance with all applicable federal, state, local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with Disabilities Act (ADA), Titles I, II and III of the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended)), and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the performance of this Agreement. Contractor shall indemnify, defend, and hold harmless the County and all its officers, agents, servants and employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order or decree caused or committed by Contractor, its representatives, subcontractors, professional associates, agents, servants or employees. Additionally, Contractor shall obtain and maintain at its own expense all applicable licenses and permits to conduct business pursuant to this Agreement from the federal government, State of Florida, County of Volusia or

municipalities when legally required and maintain same in full force and effect during the term of this Agreement.

### 15.5. Nondiscrimination and Americans with Disabilities Act

Contractor shall not unlawfully discriminate against any person in the operations and activities in the use or expenditure of the funds or any portion of the funds provided by this Agreement or in the provision of goods or Services pursuant to this Agreement. Contractor agrees it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing all goods and Services funded or paid for by County, including Titles I, II and III of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. For internet/web Services: For the purposes of this paragraph, any Services or products offered to public via the internet or online must comply with WCAG 2.0 AA in order to be deemed ADA compliant. The County will provide Contractor with prompt written notice with respect to any ADA deficiencies of which the County is aware and Contractor will promptly correct such deficiencies. If the County, the Department of Justice or other governmental entity tasked with the enforcement of the ADA (“Enforcement Agency”) notes any deficiency in the facilities, practices, services, or operations of Contractor furnished or provided in connection with this Agreement, Contractor shall, at no additional charge or cost to the County, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Contractor further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the County against any and all claims, sanctions, or penalties assessed against the County, which claims, sanctions, or penalties arise or otherwise result from Contractor’s failure to comply with the ADA or WCAG 2.0 AA, for online or internet Services or products. In performing under this Agreement, Contractor agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, employee or applicant for employment for work under this Agreement because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.

### 15.6. Drug Free Workplace

The County of Volusia is a drug-free and smoke-free workplace. Contractor agrees that it shall provide a drug-free environment to its personnel during the term of this Agreement and will comply, subject to the prior receipt thereof, with the County’s policies on drug-free and smoke-free work place, as amended from time to time, during the term of this Agreement.

### 15.7. Employment of Illegal Aliens

Contractor certifies that it does not knowingly or willingly and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.

### 15.8. Equal Opportunity; Disadvantaged Business Enterprises

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, disability, or family

status. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

### 15.9. Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions

This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency, and Contractors shall comply with the applicable sections of Attachment E, Federal Contract Provisions.

### 15.10. Compliance with Federal E-Verify Regulations

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility and work authorization status of all new employees hired by the Contractor on or after the effective date of this Contract and thereafter during the remaining term of the Contract, including Subcontractor. If and to the extent the Agreement meets the criteria set forth at 48 C.F.R. § 52.222-54(e), the criteria of 48 C.F.R. § 52.222-54 are hereby incorporated by reference into this Agreement as if fully set forth herein. The Contractor covenants and agrees that if the County has a good faith belief that Contractor has knowingly violated or if Contractor is found to have violated this Section 14.10; Section 448.09(1), Florida Statutes; Section 448.095, Florida Statutes; or the presidential Executive order and subsequent Federal Acquisition Regulation (FAR) rule requiring federal contractors to use E-Verify, if applicable, then the following shall be true: (i) such shall be a material breach of this Contract by Contractor; (ii) Contractor shall indemnify, defend, and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County; (iii) the County may terminate this Agreement immediately and without penalty and such termination shall not be or be considered a breach of this Agreement; and (iv) Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Agreement. Contractor acknowledges and understands that if the County terminates this Agreement in accordance with this Section 14.10, the Contractor shall be ineligible for award of a public contract for at least one (1) year after the date on which the Agreement was terminated. Any subcontract entered into by Contractor with any Subcontractor performing work under this Agreement shall include the following language: "The Subcontractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Contract and thereafter during the remaining term of the Contract." In accordance with Florida law, if Contractor enters into a subcontract to perform work under this Agreement, Contractor shall require from said subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and Contractor shall maintain a copy of such affidavit for the duration of this Agreement and/or the contract with the subcontractor, whichever is longer. Contractor acknowledges and agrees that if the County has a good faith belief that a subcontractor knowingly violated this Section 14.10 or Sections 448.09(1) or 448.095 of the Florida Statutes, but also has a good faith belief that Contractor otherwise complied with this Section 14.10 and applicable law, the County shall promptly notify the Contractor and order the Contractor to immediately

terminate the contract with the subcontractor. Failure to comply with said order shall constitute a violation of this Section 14.10 and the terms of Section 14.10.B shall apply.

### 15.11. Scrutinized Companies-FL Statute Section 287.135 and 215.473

Contractor certifies that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel. In addition, if this Agreement amount equals or exceeds one million dollars, Contractor certifies that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are 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 s.215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute. Contractor understands and agrees that the County may immediately terminate this Agreement upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have certified falsely or if any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

SAMPLE

## 16. MISCELLANEOUS PROVISIONS

### 16.1. Independent Contractor

Contractor shall provide the services required herein strictly in an independent contractor relationship with the County and, except as otherwise expressly set forth herein, is not, nor shall be, construed to be an agent or employee of the County. Nothing herein shall create any association, partnership, joint venture or agency relationship between Contractor and the County. The County shall not provide vehicles or equipment to Contractor to perform the duties required under this Agreement nor will the County pay for any business, travel, office, or training expense or any other Agreement performance expense not specifically set forth in the Scope of Services of this Agreement. Contractor is not exclusively bound to the County and may provide Services to other private and public entities, but agrees and covenants that any such service provided by Contractor or for such entities will not conflict or otherwise interfere with Contractor's provision of Services to the County under this Agreement.

### 16.2. Other Agencies

Contractor may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city, municipality, or agency, nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further it is understood that each agency will issue its own purchase order to Contractor.

### 16.3. Third Party Beneficiaries

Neither Contractor nor County intends to directly or substantially benefit a third party by this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement, except as otherwise provided in this Agreement.

### 16.4. Waiver of Claims

Once the Agreement expires, or final payment has been made, Contractor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning the Agreement. After that period, the County will consider Contractor to have waived any right to claims against the County concerning the Agreement.

### 16.5. Safety

Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. Contractor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. Contractor shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs)

which may be imposed on the County because of Contractor, Subcontractor, or supplier's failure to comply with the regulations.

### 16.6. Notice.

All notice required under this Agreement shall be in writing and shall be sent by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended at the place last specified. When sent in accordance with the foregoing, notice shall be deemed delivered the sooner of (i) when received by the addressee or (ii) five (5) days after being deposited in the mail or with the parcel service. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this article. For the present, the parties designate the following:

- **In case of County**

- County of Volusia  
Attn: Director of Purchasing & Contracts  
Address: 123 W. Indiana Ave., Rm. 302 DeLand, Florida 32720  
Phone: 386-736-5935
- **with a copies of legal notices to:**  
County of Volusia  
Attn: County Attorney  
Address: 123 W. Indiana Ave., Rm. 301 DeLand, Florida 32720  
Phone: 386-736-5950

- **In the case of Contractor**

- Attn:  
Address:  
Phone:
- **with a copies of legal notices to:**  
Attn:  
Address:  
Phone:

### 16.7. Assignment.

Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without obtaining the County's prior written consent, which consent the County may withhold, limit and/or condition in the County's sole discretion, including, but not limited to, requiring Contractor or his/her proposed successor in interest to post a performance bond. Any consent by the County under this article shall be by written Amendment to the Agreement in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Agreement, Contractor shall provide the County with a written request for County's consent no less than thirty (30) days prior to the assignment's proposed effective

date. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00); however, payment of such fee shall not entitle Contractor to the County's acceptance or approval of its request for assignment. Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without a written and duly executed amendment to the Agreement.

### 16.8. Conflicts

Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event Contractor is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Contractor agrees to require such Subcontractors, by written Agreement, to comply with the provisions of this section to the same extent as Contractor.

### 16.9. Audit Right and Retention of Records

The County shall have the right to audit the books, records, and accounts of Contractor and its subcontractors that are related to this Agreement. Contractor and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. Contractor shall preserve and make available, at reasonable times for examination and audit by the County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a retention period of five (5) years after completion or termination of this Agreement, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Agreement, require its subcontractors to agree; (i) to the requirements and obligations of this Section– Audit Right and Retention of Records (ii) to be subject to applicable privacy and confidentiality laws and regulations and (iii) Contractor's privacy and confidentiality policies and procedures. All audits must be performed at Contractor's home office in [COMPANY OFFICE LOCATION]. Nothing in this Section– Audit Right and Retention of Records shall require Contractor to violate any laws applicable to Contractor as a provider of CDBG-DR System of Record.

### 16.10. Location of County Data

Contractor shall not out-source any development and/or support for this Agreement or transfer any County Data outside the territorial limits of the United States of America, without the written approval of the Contract Administrator.

### 16.11. References to County or Contractor

Contractor agrees that during the term of this Agreement, except as provided herein, Contractor may not reference County in Contractor's website, and/or press releases, and, may not place County's name or logo on Contractor's website or in collateral marketing materials relating to Contractor's products and Services without prior review and written approval by County. Further, Contractor agrees that it may not use County's name, logo or any trademarks (including in any press releases, customer "case studies," and the like) without County's prior written consent. Termination or expiration of this Agreement shall not affect Contractor's obligation in this regard and such obligation shall survive the termination or cancellation of this Agreement.

### 16.12. Force Majeure.

Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that: Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period. In the event of a Force Majeure Event, the time for performance by the parties under the applicable Statement of Services shall be extended for a period of time equal to the time lost by reason of such cause through execution of a change order pursuant to the terms of the Agreement.

### 16.13. Bankruptcy Rights of County

All rights and licenses granted under or pursuant to this Agreement or any attachments hereto by Contractor to County are, and shall otherwise be deemed to be, for purposes of Section 365 (n) of the United States Bankruptcy Code (the "Code"), or replacement provision therefore, licenses to rights to "intellectual property" as defined in the Code. The parties agree that County, as licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the Code. The parties further agree that, in the event of the commencement of a bankruptcy proceeding by or

against Contractor under the Code, County shall be entitled to retain all of its rights under this Agreement.

#### 16.14. Waiver of Breach and Materiality

Failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

#### 16.15. Severance

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective to the extent practicable unless County or Contractor elects to terminate this Agreement.

#### 16.16. Entire Agreement

This Agreement contains the entire agreement between Contractor and County. Any modifications to this Agreement shall not be binding unless in writing and signed by both parties.

#### 16.17. Applicable Law, Venue and Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Jurisdiction over and venue for any controversies or legal issues arising out of this Agreement shall, if in state court, be exclusively in the 7th Judicial Circuit in and for the County of Volusia, Florida, or, if in federal court, be exclusively in the Middle District of Florida, Orlando Division. By entering into this Agreement, Contractor and the County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

#### 16.18. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

## 17. ELECTRONIC SIGNATURES

Vendor acknowledges that [AUTHORIZED SIGNATORY NAME/TITLE] (the “Authorized Signatory”) is authorized to execute contracts/agreements with the County of Volusia and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

SAMPLE

## 18. SIGNATURES

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement for parts and maintenance for a CDBG-DR System of Record on the date last written below.

**For Contractor:**

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title:

\_\_\_\_\_  
Date

[CONTRACTOR NAME]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
NO VALUE

\_\_\_\_\_  
Date

**For County:**

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
George Recktenwald, County Manager

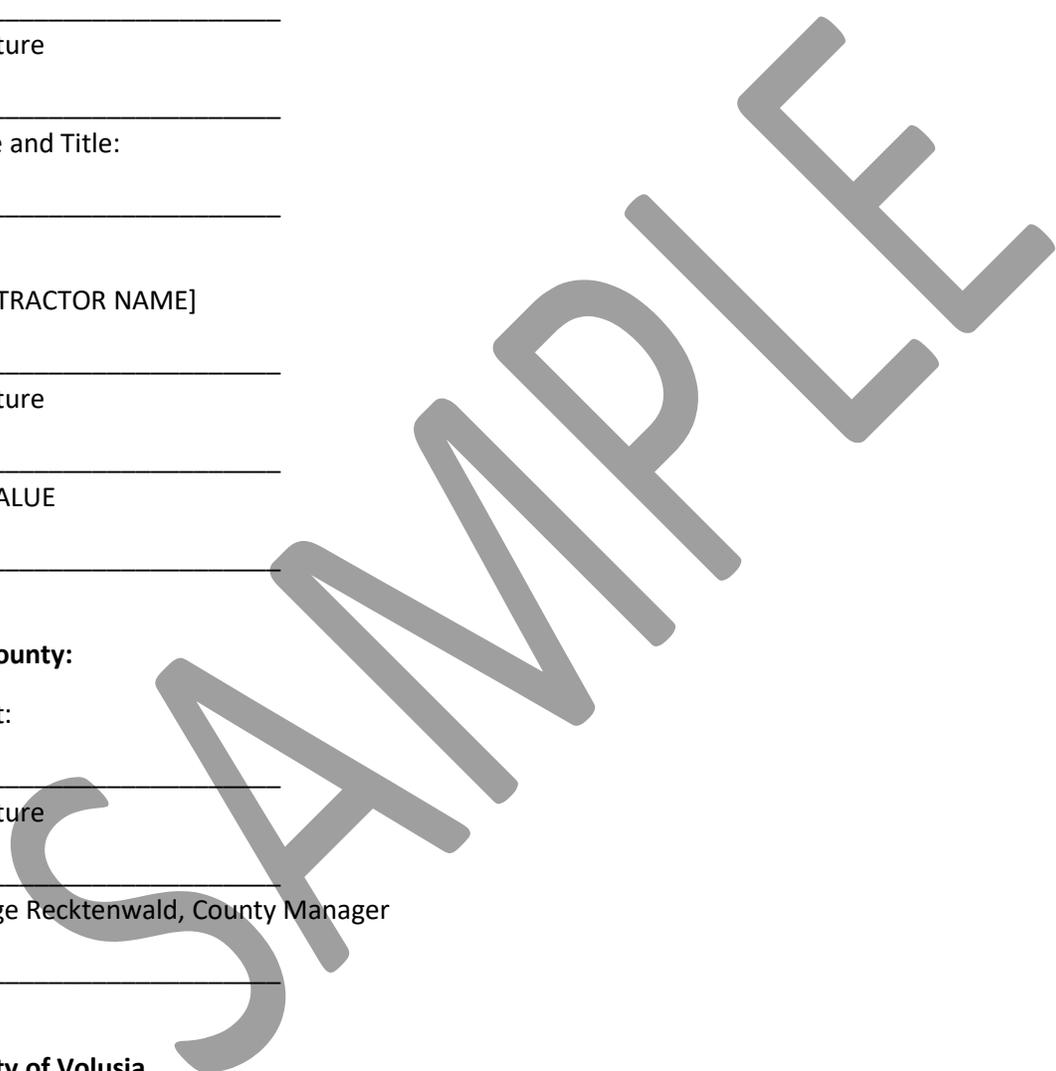
\_\_\_\_\_  
Date

**County of Volusia**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Jeffrey S. Brower, County Chair

\_\_\_\_\_  
Date



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

SAMPLE

## FEDERAL CONTRACT PROVISIONS

### Contractor agrees to comply with all requirements checked below



**Equal Employment Opportunity** – for all contracts for construction work which is defined as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

[This requirement applies to all FEMA/Federal grant and cooperative agreement programs.](#)

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**Davis Bacon Act Equal Employment Opportunity** – applies to all contracts for construction work as defined above.

The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA/Federal grant and cooperative agreement programs, including the Public Assistance Program.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

**Copeland Anti-Kickback Act**

This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.”



#### **Contract Work Hours and Safety Standards Act**

This requirement applies to all FEMA/Federal contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The County of Volusia or State of Florida shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.



#### **Rights to Inventions Made Under a Contract or Agreement**

If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative

Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F)

This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”



### **Clean Air Act and the Federal Water Pollution Control Act**

This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.

#### Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the County of Volusia (County) and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the County of Volusia (County) and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.



### **Debarment and Suspension**

This requirement applies to all FEMA/Federal grant and cooperative agreement programs.

#### Suspension and Debarment

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by State of Florida and County of Volusia. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State of Florida and County of Volusia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R.

pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If applicable, contractors must sign and submit to the non-federal entity the certification in Appendix A.



#### **Byrd Anti-Lobbying Amendment**

This requirement applies to all FEMA/Federal grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the certification in Appendix B.



#### **Procurement Of Recovered Materials**

This requirement applies to all contracts awarded by a non- federal entity under FEMA/Federal grant and cooperative agreement programs.

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—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the 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>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.



#### **Access to Records**

The following access to records requirements apply to this contract:

1. The Contractor agrees to provide State of Florida, County of Volusia, the FEMA (Federal grant) Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA (Federal grant) Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. In compliance with the Disaster Recovery Act of 2018, the State of Florida, County of Volusia, and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA (Federal grant) Administrator or the Comptroller General of the United States.

**Changes**

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

**Department of Homeland Security (DHS) Seal, Logo, and Flags**

Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that FEMA/Federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA/Federal policies, procedures, and directives.”

**No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

**Domestic Preferences for Procurements**

The Contractor acknowledges that they, as appropriate and to the extent consistent with law, shall, when practicable purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). [See 2 C.F.R. Part 200.322.](#)

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

*Required for all contracts. As it relates to the prime contractor, FEMA recommends the inclusion of this requirement in the solicitation as well as the contract.*

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**Prohibition on certain telecommunications and video surveillance services or equipment.**

1. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  - (a) Procure or obtain;
  - (b) Extend or renew a contract to procure or obtain; or
  - (c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
    - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected

entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

3. See Public Law 115-232, section 889 for additional information.

4. See also 2 CFR §200.471. Telecommunication costs and video surveillance costs.

- (a) Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:
- (b) Obligating or expending covered telecommunications and video surveillance services or equipment or services as described in §200.216 to:
  - (1) Procure or obtain, extend or renew a contract to procure or obtain;
  - (2) Enter into a contract (or extend or renew a contract) to procure; or
  - (3) Obtain the equipment, services, or systems.

I hereby certify that I have read and understand the requirements of these Federal Contract Provisions and that I, as the Respondent, will comply with all requirements.

✖

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Authorized Signature

---

Printed Name

---

Title

---

Date

---

Company Name

---

Full Address

---

Telephone

Fax

E-mail Address

APPENDIX A, CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-

LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Instructions for Certification

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or sub-grantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or sub-grantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

APPENDIX B, CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

### Export from third party system

Field Name	Data Type	Max Field Size	Description
RM01-VENDOR	T	20	
RM01-FUND-CD	T	4	
RM01-BSA-CD	T	4	
RM01-LN-AMOUNT	T	9	
RM01-CHKCAT	T	4	
RM01-CLAIM	T	15	
RM01-VEND-INVOICE-NUM	T	30	
RM01-STARS-CHECK-NO	T	14	
RM01-ROLLBACK-ID	T	10	
RM01-INVOICE-DATE	T	10	

**Sample Data**

```
09082600020|521|2281|41900|WC|0993222|169011967641|9397|72|08/30/2010
09082600020|521|2281|10500|WC|0993222|169011967631|9396|72|08/30/2010
09082600020|521|2281|14200|WC|0993222|169011967621|9395|72|08/30/2010
09082600020|521|2281|41900|WC|0993222|169011967601|9394|72|08/30/2010
09082600020|521|2281|15900|WC|0993222|169011967351|9389|72|08/30/2010
09082600020|521|2281|11900|WC|0993222|169011967321|9388|72|08/30/2010
09082600020|521|2281|113800|WC|0993222|169011967291|9387|72|08/30/2010
09082600020|521|2281|15900|WC|0993222|169011967281|9386|72|08/30/2010
```

### Import back to third party system

**AP Checks Written Output File**

Target Field Name	Type	Size	Value/Transformation
Vendor Number (DOC_VEND_NO)	Char	16	
Check Number (CHK_NO)	Char	16	
Check Amount (CHK_AM)	Number	16	
Check Issue Date (CHK_EFT_ISS_DT)	Date	30	
Check Description (CHK_DSCR)	Char	255	

**Sample Data**

```
4138001|2010093000000561|44840|20100930|1691-26
4138020|2010093000000562|27336|20100930|1692-26
4134394|000000000555543|32800|20100930|1694-26
4138011|2010093000000564|25958|20100930|1695-26
4134322|000000000555525|31964|20100930|292-31
4134394|000000000555546|121600|20100930|293-31
```

The Contractor shall complete this attachment.

Provide complete responses and a full description of capabilities to the technical requirements listed below. Do *not* provide one word responses such as “provided”, “comply”, or “see attached sales documentation”. If referencing other documentation, provide a description and clearly label the attachment in response to the item number. Attachments shall be included after this form in the order of the items. Valid attachment types are service level agreements, equipment diagrams, audits, and other requested documentation.

**Contractor Hosted responses:**

The application shall be hosted on equipment provided, housed, and maintained by the Contractor. The Contractor provides operational support including but not limited to: application monitoring, hardware monitoring, hardware repair, management of backups, loading tapes, electrical, and HVAC. The Contractor is responsible for database tuning, patches, diagnosis, recovery, and version upgrades as needed. The Contractor works directly with the County on application modifications, customization, configuration, and how-to questions.

Technical Requirement	Description
1. Describe any issues complying with the County’s Computing Security Procedure described in <b>County’s Computing Security Procedure Exhibit</b> .	
2. Provide the client desktop minimum computer requirements (memory, hard drive, graphics, operating system, and peripherals).	
3. Describe any software or executables that shall reside on the desktop and the ability to install and update the software or executables in an automated function.	
4. Describe solution for query and reporting tool. Include a description of how application security cascades to the reporting tool.	
5. Describe and list all available documentation. Include in the description if it is available on-line, if it is searchable, and if it is customizable.	
6. Confirm that the service level requirements as outlined in the Scope of Work will be provided.	

Technical Requirement	Description
7. Provide performance benchmarks from current customers. Benchmarks should include response times and system availability.	
8. Describe all application required downtime. For example a batch process that prevents the user from accessing or updating the system. Describe processes, frequency, and duration.	
9. Describe how Contractor handles redundancy to keep the application available in case of hardware failure. For example clustered servers, virtual servers and /or hot failover solutions.  Is service automatically or manually failed over?  What is expected recovery time?	
10. Describe how the data is secured during transmission i.e. SSL/TLS, VPN protocols, proprietary techniques or some other system.	
11. Describe how continued compliance with governing regulations when handling any electronic media that contains PPI or any other sensitive data will be ensured.	
12. Describe the availability of test environments that shall support the ability to test processes prior to production runs and the availability of training environments that shall support on-demand training. Explain the procedure for requesting or performing database refreshes to support these environments.	
13. Describe solutions that are in place to support the County in obtaining data for migration/conversion to a different application or solution provider in the future if necessary due to default of Contractor or the County electing to move to another provider at end of the Contract.	

Technical Requirement	Description
14. Describe and provide documentation demonstrating that the Contractor's security procedures and policies for its employees and subcontractors accessing client data meet industry standard best practices, including PCI standards.	
15. Describe the procedures that the Contractor will follow to comply with Florida Sunshine laws and public records requests.	
16. Describe all licenses not included for utilizing the system, such as but not limited to report writers, databases, operating systems and software tools.	
17. Provide copies of security certification or security audits demonstrating security compliance/certification.	
18. Describe disaster recovery plan/continuity of operations in a situation that disables the primary hosting site. What is the expected period of time it will take for the hosting service to be operational? If a secondary backup site is used to bring the service online what is Contractor's commitment to re-establishing a primary site.	
19. Describe the response and reports to County of any successful server intrusions, corruption, hacks, denial of service attacks or other security events affecting the County.	
20. State if the model is a Single-Tenant or Multi-Tenant hosting model. Fully describe the physical and logical layout of the hosting facility include location, facility description, staffing, electrical, building hardening, servers, data storage, backup equipment and other operational information. If the Contractor does not own and operate the primary or secondary hosting site(s), then provide all required documentation and references for this subcontracted service in addition to the description above.	