

Orange County Sheriff's Office



RFP # 186-19 **Regional Critical Infrastructure Consultant**

FISCAL MANAGEMENT **PURCHASING SECTION**

Issue Date: Monday August 12, 2019

REQUEST FOR PROPOSALS
FOR
REGIONAL CRITICAL INFRASTRUCTURE CONSULTANT
RFP # 186-19

The Orange County Sheriff's Office, Orange County, Florida, invites interested parties to submit proposals **no later than 4:00 PM, Wednesday September 4, 2019** for a Regional Critical Infrastructure Consultant.

Sealed proposals will be accepted at and copies of the Request for Proposals may be obtained from: Orange County Sheriff's Office, Fiscal Management Purchasing Section, 2500 W. Colonial Dr., Orlando, FL 32804.

Copies may be requested by emailing shawna.wells@ocfl.net. Solicitations are also available for downloading from the Internet at:
<http://apps.ocfl.net/orangebids/bidopen.asp>.

NOTICE TO PROPOSERS

To ensure that your proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Shawna Wells, Purchasing Manager, at (407) 254-7150 whose email address is shawna.wells@ocfl.net. **You may contact Shawna Wells at any time during this process.**

I. RFP SCHEDULE

Sunday, August 11, 2019

1st Publication (Orlando Sentinel)

Monday, August 12, 2019

RFP posting to Orange County Website and Distribution to Vendors

Sunday, August 18, 2019

2nd Publication (Orlando Sentinel)

Monday, August 26, 2019 (4:00 PM)

Deadline for Receipt of Vendor Questions

Wednesday Sept 4, 2019 (4:00 PM)

Deadline for Receipt of all Proposals

II. RFP INSTRUCTIONS

A. Introduction

The Orange County Sheriff's Office (OCSO) in Orange County, Florida is seeking contractual services for a Regional Critical Infrastructure Planner, and is requesting resumes from professional staffing firms and/or qualified individuals to provide said services in support of the Orlando/Orange Urban Area Security Initiative (UASI) grant as defined in the following Scope of Work.

B. Instructions to Proposers

Individuals or companies desiring to provide services, as described in the Scope of Work, shall submit sealed proposals to:

Orange County Sheriff's Office
Fiscal Management Purchasing Section
Attention: Shawna Wells
2500 W. Colonial Dr.
Orlando, FL 32804
(407) 254-7150

Offers by e-mail, telephone, or fax shall not be accepted. An e-mailed or a faxed proposal shall be rejected as non-responsive regardless of where it is received.

It is the sole responsibility of the proposer to ensure that their proposal reaches the Fiscal Management Purchasing Section. **Proposals received after the specified time and date shall be returned unopened.** The proposals will be time/date stamped and shall serve as the official authority to determine lateness of any proposal. **The decision to refuse to consider a proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest.**

Respondents are cautioned that they are responsible for delivery to the specific location cited above. If your proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office shall not be responsible for deliveries made to any place other than the specified address.

All proposals will be opened publicly and the names of all proposers shall be read aloud.

C. Terms and Conditions

1. Acceptance/Rejection/Cancellation

The Sheriff reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in his sole judgment best serves the interest of the Orange County Sheriff's Office, or to award a contract to the

next most qualified proposer if a successful proposer does not execute a contract within thirty (30) days after approval of the selection.

The Sheriff reserves the right, and has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award.

2. Clarification

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

3. Withdrawal of Proposal

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide to the Sheriff the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.

4. Sealed Proposals

Proposals shall be delivered in a sealed envelope and proposers should label their proposal with the following:

- A. Request for Proposals' Number
- B. Date of Opening
- C. Name of Proposer

5. Proposal Preparation

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

6. Proposed Contract

A standard contract the Sheriff may use for the award is enclosed for reference. Any exceptions to this standard contract must be clearly indicated by return of the standard contract with the proposal, with exceptions clearly noted. The Sheriff has the right to require the selected respondent to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its sole discretion. Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed upon in writing by the parties.

7. Award and Protests

Award may be all or none, by item, or any other basis as determined to be in the best interest of the Orange County Sheriff's Office. Access to any Orange County Sheriff's Office buildings require a background check, if selected contractor is unable to

successfully pass a background investigation, the contracted will not be able to provide services under this RFP. Upon completion of a thorough review and analysis of all bids received, the Orange County Sheriff's Office Purchasing Manager will issue a written award notice to all respondents. Award notification will be posted on the following website: <http://apps.ocfl.net/orangebids/bidopen.asp>.

The award notice will be made available by contacting Shawna Wells, Purchasing Manager, at shawna.wells@ocfl.net or (407) 254-7150.

A protest must be in writing and sent to Shawna Wells, Purchasing Manager at shawna.wells@ocfl.net. Failure to file a protest with the Purchasing Manager by 5:00 PM on the fifth (5th) full business day of the date posted on the website shall constitute a waiver of a bid protest.

8. Mandatory Requirements

The Orange County Sheriff's Office has established certain mandatory requirements which must be included as a part of any proposal. The use of the terms "shall", "must" or "will" in this document indicates a mandatory requirement or condition.

The Sheriff's Office reserves the right to determine which proposal(s) meet the mandatory requirements of the RFP.

Titles:

1. Bid or proposal will be used interchangeably throughout this document.
2. Bidder, Proposer, Consultant, Contractor, Respondent or Vendor will be used interchangeably throughout this document.
3. Orange County Sheriff's Office (OCSO), Sheriff or Agency will be used interchangeably throughout this document.

9. Public Entity Crime

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

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

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work

as a contractor, supplier, subcontractor, or Contractor under a contract with a public entity, and shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

10. Availability of Funds

The Sheriff's performance and obligation to pay under this contract is appropriated with the Department of Homeland Security FY18 UASI Grant program # 19-DS-04-06-58-02-199

11. Contract Term

It is the intent of the Sheriff to enter into a contract that ends August 31, 2020. After the initial contract term, if funding is available, the Sheriff may offer or negotiate a renewal of the contract based on the terms and conditions set forth in the grant.

12. Tax Status

The Orange County Sheriff's Office is a tax exempt governmental agency. As such, no federal, state or local taxes shall be charged or included in the bid price. A copy of the Sheriff's Tax Exempt status will be provided if requested by the Vendor.

13. Equal Opportunity

It is hereby declared that equal opportunity and nondiscrimination shall be the Sheriff's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified.

Further, the Contractor shall abide by the following provisions:

- A. The Contractor shall represent that the Contractor has adopted and maintains a policy of nondiscrimination.
- B. The Contractor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.

14. Questions Regarding this RFP

The OCSO Purchasing Manager, Shawna Wells, is the single point of contact (the "Principal Contact") for all matters relating to this RFP. Vendors must direct all inquiries to Shawna.wells@ocfl.net.

Vendor will not, under any circumstances, contact any OCSO, Orange County Comptroller or Orange County government personnel, other than the Principal Contact

to discuss this RFP.

No negotiations, decisions, or actions will be initiated or executed by a bidder as a result of any discussion with any employee(s) of the above referenced entities. Vendors must not divulge submitted bid information prior to the official bid opening. Proposers shall not direct any queries or statements concerning their proposal to any Orange County Sheriff's Office employee, other than the Purchasing Manager, from the time of submission of a proposal until the execution of a contract.

Any proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.

All questions or concerns regarding this Request for Proposals must be submitted in writing, by email to shawna.wells@ocfl.net no later than **4:00 PM Monday August 26, 2019** to the attention of Shawna Wells, Purchasing Manager, referencing the RFP number.

Questions can be submitted utilizing the form listed as **Attachment B: Proposal Templates Exhibit B-3 Vendor Questions**. All vendor questions received by the published deadline will be answered through the issuance of an addendum. The addendum will be issued to all vendors known to be in receipt of this RFP. Written communications from the Purchasing Manager will be the official Sheriff's Office response to vendor questions.

When required the Purchasing Manager will issue an addendum to the Request for Proposals. The addendum will be available on the Internet for access by potential proposers. Proposers are instructed not to contact the initiating division directly. No oral interpretation of this Request for Proposal shall be considered binding. **You may contact Shawna Wells at any time during this process.**

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

15. **Reference Checks**

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

Failure of references listed to respond to the Sheriff's inquiries may negatively impact the evaluation of the Proposal.

16. Confidential Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all proposers should be aware that Request for Proposals or Invitation for Bids and the responses thereto are in the public domain. **Proposers must identify specifically** any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law**. If a Proposer fails to cite the applicable exempting law, the information will be considered subject to disclosure.

17. Supplemental Information

If additional relevant material is produced by or becomes available to the OCSO, such material will be transmitted through the issuance of addendum to all RFP participants. Consultant should consider such information in its proposal, and the OCSO will assume all changes or additional requirements transmitted have been taken into account in Consultant's proposal (including with respect to pricing), unless otherwise specified. All limitations, terms, conditions and requirements for the original RFP shall apply to any addendums.

18. No Representations or Warranties

The OCSO makes no representations or warranties regarding the accuracy or completeness of the information contained in this RFP or otherwise provided by the OCSO through the RFP process. Consultant is responsible for making its own evaluation of information and data contained in this RFP or otherwise provided by the OCSO, and for preparing and submitting responses to the RFP.

The OCSO has attempted to validate the information provided in this RFP, but it is possible the Consultant may detect inconsistencies or potential errors. While Consultant should identify these potential issues in its questions, Consultant should use the information provided on an "as-is" basis for its proposal.

III. REQUEST FOR PROPOSAL

A. Purpose

The Orange County Sheriff's Office (OCSO) in Orange County, Florida is seeking contractual services for a Regional Critical Infrastructure Planner, and is requesting resumes from professional staffing firms and/or qualified individuals to provide said services in support of the Orlando/Orange Urban Area Security Initiative (UASI) grant as defined in the following Scope of Work.

B. Objective

The Regional Critical Infrastructure Planner provides planning support for the Orlando/Orange Urban Area Working Group (UAWG), perform Critical Infrastructure assessments, represent the Orlando/Orange UASI on the National Data Calls throughout the year, attend local, regional and state-wide meetings that directly relate to the Orlando/Orange UASI's involvement in securing the region's Critical Infrastructure, assist non-profit organizations with the Orlando/Orange UASI region with the UASI Non-Profit Security Grant Program (NSGP) as it relates to HSPD 5 (National Incident Management System) & HSPD 8 (National Preparedness Goal), as required by the Department of Homeland Security (DHS) Federal Emergency Management Agency's (FEMA)'s Grant Program Directorate (GPD).

C. Goal

To perform Critical Infrastructure assessments, an average of 5 five per month and continuously monitor and maintain the IP Gateway as it pertains to the Critical Infrastructure cataloged for the Orlando/Orange UASI. Represent the Orlando/Orange UASI for the National Data Call, at the meetings related to Critical Infrastructure and as the liaison between non-profit organizations and the State regarding the Non-Profit Security Grant. Perform additional duties as necessary to support the Orlando/Orange UASI's success.

D. Scope of Work

The purpose of this RFP is to establish a contract for assessing critical infrastructure and implementing regional programs in order to coordinate critical infrastructure protection efforts. The following are the essential functions and responsibilities:

Assists with the implementation of, and compliance with, critical infrastructure programs and processes in support of the National Infrastructure Protection Plan (NIPP) and National Response Framework (NRF).

Provides timely, accurate, and relevant information during the state's contribution to the national risk picture as part of the National Critical Infrastructure Prioritization Program (NCIPP) and special events data call.

Plans and manages regionally-focused Department of Homeland Security (DHS) Infrastructure Protection's suite of tools; works with and serves as the regional contact to the DHS.

Projects regionally-focused physical and cyber-risk management program needs in concert with critical infrastructure partners; tracks and responds to Requests for Information (RFI) and Requests for Assistance (RFA) from critical infrastructure partners.

Performs analysis of critical infrastructure assessments to ensure compliance with adopted policies and procedures.

Sustains in-depth awareness of critical infrastructure activities, emergency responses, special events, terrorist/cyber threats and/or incidents across the region.

Plans and manages critical infrastructure identification, prioritization, and mitigation measures in support of regional/state special events.

Supports critical-infrastructure-focused workshops, conferences, speaking events, and trainings; serves as a representative on the critical infrastructure focus group.

Works cooperatively with the Florida Division of Emergency Management (FDEM) Regional Coordinator in support of domestic incident planning and response activities; cooperates with the DHS Protective Security Advisor (PSA).

Organizes and conducts surveys.

E. Knowledge, Skills and Abilities

Must have knowledge of DHS Infrastructure Protections suite of tools, including the Infrastructure Survey Tool (IST), Regional Resiliency Assessment Program (RRAP), Site Assistance Visits, and Infrastructure Visualization Platform Program (IVP). Must have knowledge of vulnerability assessments, risk assessments, and threat assessments. Must have high language skills to include the ability to read, analyze, write, and interpret professional documents. Must have the ability to present information and respond to questions for others outside of the agency. Must have basic mathematical ability to include addition, subtraction, multiplication, and division. Must have high reasoning ability to include utilizing problem-solving techniques. Must have at least intermediate computer skills to include word processing, email, and database

applications (e.g., Word, PowerPoint, Outlook, etc.). Knowledge of Microsoft Excel preferred.

F. Education and/or Experience

A Bachelor's Degree in Public Safety Administration required; and two (2) years of experience dealing with homeland security, operational protocols, vulnerability assessments, risk management, and strategic planning required; or equivalent combination of education and experience. A graduate degree may substitute for an additional year of experience.

G. Compensation

In consideration for the services provided by the Consultant, the Sheriff shall pay the Consultant a biweekly installment of \$2,500.00. The Consultant shall provide an invoice and a bi-weekly detailed progress report to the CFIX Director or other designee at the conclusion of each biweekly period. The first such invoice and progress report shall be delivered 2 (two) weeks after the date the consulting services have begun and every other week thereafter. Invoices and progress reports shall identify the applicable time periods and contain sufficient detail to cover reimbursement.

IV. PROPOSAL FORMAT

The Sheriff reserves the right to award a contract pursuant to this RFP without further discussion with proposers. Therefore, it is important that each proposal provide a resume that clearly demonstrates the competence and capabilities required in the Scope of Work.

Consultant should include a reference list of at least one client to whom the Proposer has provided services similar to those being requested therein. This list will include the following information:

- ✓ Name of Client
- ✓ Date of Service
- ✓ Address
- ✓ Contact Person
- ✓ Telephone number
- ✓ Email address

A. Required items

1. Resume
2. References

3. Exhibit A-1 Proposed Sample Contract with recommended changes (only required if changes are being proposed)*
4. Exhibit B-1 Acknowledgement of Addenda*
5. Exhibit B-2 Conflict/Non-conflict of Interest Statement*
6. Exhibit B-3 Authorized Signatories/Negotiators*
7. Exhibit B-4 Drug-Free Workplace Form*

*Consultant will find all the required forms included in **Attachment A: Additional Information; Exhibit A-1 Proposed Sample Contract** and **Attachment B: Required Forms** of this RFP.

B. Proposed Sample Contract Modifications

Consultant must review **Attachment A: Additional Information; Exhibit A-1 Proposed Sample Contract**. Any exceptions to this proposed sample contract must be clearly indicated by return of the proposed sample contract with the proposal, with exceptions clearly noted. The Sheriff has the right to require the selected respondent to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its sole discretion. Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

V. PROPOSAL SUBMISSION

Consultants desiring to provide the specified goods/services as specified in this RFP must submit three (3) original printed copies of the proposal in its entirety according to Section IV: Proposal Format A. Required forms are due no later than **Wednesday September 4, 2019 4:00 PM** to:

For Mail Delivery:

Orange County Sheriff's Office
Shawna Wells
Purchasing Section
P.O. Box 1440

Orlando, FL 32802

For Hand Delivery or Overnight Carrier (Mark package "URGENT"):

Orange County Sheriff's Office
Attention: Shawna Wells, Purchasing Manager
2500 West Colonial Drive
Orlando, FL 32804

All Consultants delivering bid packages to the physical address listed above must notify Purchasing at (407) 254-7147 or (407) 254-7150 **immediately upon arrival.**

A bid receipt will be furnished to the Consultant confirming delivery upon acceptance of the bid package by purchasing personnel.

The sealed envelope must be marked in the lower left outside corner with the Consultant name and "RFP # 186-19".

ALL bids must be received by the Purchasing Section by **Wednesday September 4, 2019 4:00 PM** regardless of the delivery method. It is the sole responsibility of the bidder to ensure their respective bid/proposal reaches the Sheriff's Purchasing Section. All bids received after the date and time specified above will be returned unopened. The Orange County Sheriff's Office will not be responsible for late deliveries or delayed mail.

- A. Proposals may not be amended after the submission deadline.
- B. All materials submitted in connection with Consultant's response to this RFP, notwithstanding any legends on the Proposal or any other statements to the contrary, will become the property of the OCSO and may be returned only at the OCSO's option.
- C. Consultants acknowledge the State of Florida has a broad Public Records law (Chapter 119, F.S.) and documents submitted by them in response to this RFP will be accessible to the public in accordance with this law.

VI. EVALUATION CRITERIA

A. Qualifying Proposals

OCSO will review each submitted proposal to determine whether it is a Qualifying proposal. A qualifying proposal is one that meets all of the criteria set forth herein.

A qualifying proposal is a proposal:

1. Submitted by due date due specified in Section V: Proposal Submission.
2. Submitted in the form and format outlined in Section IV: Proposal Format.
3. Conforms to the scope and requirements as specified in Section III: Request for Proposal; Subsection 3: Scope of Work

B. Evaluation of Qualifying Proposals

OCSO will evaluate each qualifying proposal based on the degree to which it complies with OCSO's requirements, as articulated in this RFP. The selection criteria will be based on whether or not the consultant has demonstrated the ability to provide services therein.

C. Interview/Discussion Panel

OCSO may choose to invite all or some respondents with a qualifying proposal to an interview/discussion panel in order to facilitate additional discussion on the knowledge, skills and abilities of the consultant.

VII. LIST OF ATTACHMENTS AND EXHIBITS

A. Attachment A: Additional Information

1. Exhibit A-1 Proposed Sample Contract

B. Attachment B: Proposal Templates

1. Exhibit B-1 Vendor Questions

C. Attachment C: Required Documents

1. Exhibit C-1 Acknowledgement of Addenda
2. Exhibit C-2 Conflict/Non-conflict of Interest Statement
3. Exhibit C-3 Authorized Signatories/Negotiators
4. Exhibit C-4 Drug-Free Workplace Form

Attachment A: Additional Information

Exhibit A-1 Proposed Sample Contract

INDEPENDENT CONTRACTOR OR CONSULTANT AGREEMENT

THIS INDEPENDENT CONTRACTOR OR CONSULTANT AGREEMENT (this “Agreement”) is entered into effective as of _____(the “Effective Date”), through_____, by and between the Orange County Sheriff’s Office, an Independent Constitutional Office (the “Sheriff”), and _____ (the “Contractor”). The Sheriff and the Contractor are sometimes referred to herein collectively as the “Parties,” and singly, without distinction, as a “Party.”

WHEREAS, the Sheriff is a Constitutional Elected Officer who is responsible for the implementation of certain programs funded through a variety of federal, state and local grants, and

WHEREAS, the Central Florida Information Exchange (CFIX) is a fusion center supported through federal grant funds for the purpose of ensuring the efficient, timely and coordinated exchange of criminal intelligence information between local, state and federal criminal justice agencies, and

WHEREAS, the Sheriff desires to engage the Contractor to perform services related to the function of CFIX;

NOW, THEREFORE, In consideration of the foregoing and the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Sheriff and the Contractor agree as follows:

1. Term and Termination. This Agreement shall commence as of the Effective Date and shall remain in effect until the expiration of the term contained in the agreement or until either of the Party’s delivers written notice to the other Party of its desire to terminate this Agreement (a “Termination Notice”). Either Party shall give the other a minimum of fourteen (14) days advance notice of termination unless terminated for a breach of this agreement. In the event of termination, the Contractor shall be paid for all work satisfactorily completed at the time of termination. Except as otherwise provided herein, this Agreement is terminable at the will of either Party.

2. Duties of the Contractor. The Contractor’s duties (the “Contracted Duties”) under this Agreement shall consist of the performance of those duties and services detailed in **Exhibit A** attached hereto and incorporated herein by reference, and may include such additional duties upon which the Sheriff and the Contractor may from time to time agree. The Contractor shall report to the Director of CFIX, the Sheriff or their designee.

3. Contracting Fees. During the term of this Agreement, the Contractor shall receive compensation as set forth on **Exhibit B** attached hereto and incorporated herein by reference, which shall be the Contractor’s exclusive compensation for the services performed under this

Agreement. The Contractor acknowledges and agrees that, because the Contractor is an independent contractor, the Sheriff is not obligated to and will not provide workers' compensation insurance, unemployment insurance, or any other benefits for the benefit of the Contractor, and that the Contractor is responsible for all withholding, social security, self employment, worker's compensation, unemployment compensation and all other employment taxes generally paid by an employer or an employee. The Contractor shall not be entitled to any further compensation under this Section 2 or otherwise upon termination of this Agreement for any reason other than the pro-rata portion of any compensation which has accrued as of the date of such termination.

4. Relationship of Parties. It is expressly understood that the relationship of the Contractor to the Sheriff under this Agreement is that of an independent contractor and that the Contractor is not an employee of the Sheriff. It shall not be necessary for the Contractor to follow any established work schedule, to work for any particular number of hours, or to obtain permission to be absent from work. The Sheriff shall not exercise strict supervision over the Contractor in the performances of his or her duties hereunder, nor shall the Sheriff require the Contractor to comply with detailed orders or instructions, except as may be necessary in order to perform the Contracted Duties in a manner satisfactory to the Sheriff. The Contractor shall not be prohibited from engaging in any business for the Contractor's own account or for the account of others, either as a principal, employee, or independent contractor. The Sheriff shall not assume, and specifically disclaims, any obligations of an employer to an employee that may exist under applicable law. The Contractor shall be treated as an independent contractor for all purposes of federal, state, and local income taxes and payroll taxes.

5. Confidentiality and Non-Disclosure of Confidential Information.

(a) The Contractor agrees that it shall not at any time, during the term of this Agreement or after its expiration or termination, use for any purpose other than performance of its obligations hereunder, copy, reveal, disclose or make known in any manner to any person or entity, any information (i) disclosed to or known by the Contractor as a consequence of or through its relationship with the Sheriff/CFIX and (ii) not generally known outside the Sheriff/CFIX's office ("Confidential Information"). Confidential Information includes, but is not limited to, any and all discoveries, ideas, concepts, methods, processes, designs, drawings, specifications, techniques, models, data, documentation, procedures, business strategies, and financial information. The Contractor further understands and agrees that the Confidential Information is a valuable, special and unique asset of the Sheriff and CFIX.

(b) The Contractor covenants and agrees that the prohibitions contained in this Section 5 shall be applicable notwithstanding the manner in which this Agreement may be terminated or expire, whether voluntarily or involuntarily and whether caused by the Sheriff or the Contractor. In the event of a breach or threatened breach by the Contractor of any of the provisions of this Section 5, the Sheriff shall be entitled to an injunction restraining the Contractor from disclosing, in whole or in part, Confidential Information or from rendering any services to any person or entity to whom Confidential Information, in whole or in part, has been disclosed or is threatened to be disclosed, without need for posting any bond. Nothing herein shall be construed as prohibiting the Sheriff from pursuing any other remedies available to the Sheriff for such breach or threatened breach as may be available at law or in equity. This Section 5 shall survive termination or expiration of this Agreement.

6. Indemnification. The Contractor shall indemnify and hold harmless the Sheriff from and against any and all costs, losses, liabilities, fines, damages, claims, actions, judgments and expenses

(including, without limitation, attorneys' and paralegals' fees and costs), based upon, resulting from or arising out of: (i) the Contractor's breach of this Agreement, (ii) the Contractor's negligence or intentional misconduct, (iii) any violation of any laws, statutes, rules, orders, ordinances or regulations by the Contractor. The Contractor shall also indemnify and hold harmless the Sheriff from and against any and all costs, expenses, liabilities, fines, damages, claims, actions, judgments and other losses in connection with, and shall assume full responsibility for, payment of all federal, provincial, state and local taxes, including but not limited to employment-related taxes. This Section 6 shall survive termination or expiration of this Agreement.

7. The Contractor's Covenants. In addition to its other obligations hereunder, the Contractor specifically and affirmatively agrees that it shall: (i) comply with, and strictly abide by, all rules, policies, procedures, methods and regulations promulgated, adopted or prescribed at any time by the Sheriff, and (ii) comply with, and strictly abide by, all laws, statutes, rules, orders, ordinances and regulations that are binding on or applicable to the Contractor.

8. Miscellaneous.

(a) Limitation of Sheriff Liability. In no event shall the Sheriff be liable for consequential, incidental, indirect or punitive damages under or in connection with this Agreement or any breach of this Agreement.

(b) Waiver. The failure of either Party to exercise any power given it hereunder or to insist upon strict compliance with the terms of this Agreement shall not constitute a waiver of that Party's right to later demand strict compliance with the terms hereof. Waiver by a Party of any particular default by the other shall not affect or impair such Party's rights with respect to any other default of the same or of a different kind, nor shall any delay or omission by a Party to exercise any rights arising from any default waive, affect or impair its rights as to such default or any other default. No remedy granted in this Agreement is intended to be exclusive and each remedy is cumulative and in addition to any other remedy a Party may have under this Agreement. No custom or course of dealing of the Parties at variance with the terms of this Agreement shall constitute a waiver of either Party's right to later demand strict compliance with the terms hereof.

(c) Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida, without regard to conflict of law principles. The Parties submit to venue in the courts for Orange County, Florida for resolution of any dispute related to this Agreement or the relationship between the Parties.

(d) Attorneys' Fees. In connection with any dispute arising out of or relating to this Agreement, or the breach thereof, the prevailing Party shall be entitled to recover reasonable attorneys' fees, paralegals' fees, and costs, including without limitation fees and costs incurred upon the appeal of any lower court decision and in any bankruptcy, insolvency or reorganization proceeding.

(e) Notices. Whenever this Agreement requires or permits any notice, consent or other communication by one Party to the other, the same shall be in writing and sent by certified mail, return receipt requested and postage prepaid, or delivered by personal service (which shall include delivery by delivery service, overnight courier service, telecopy, telefax, or electronic mail transmission). Notices and communications shall be deemed to have been given on the fifth (5th) business day after having been deposited in the mail as provided above if sent by mail, or upon actual receipt if delivered by personal service. The address of the Parties for notices are as set forth below:

If to the Sheriff:
Orange County Sheriff's Office
ATTN: Fiscal/Grants Section (Tammy Miller)
2500 W. Colonial Drive
Orlando, Florida 32804

If to the Contractor:

Each Party may change its address for notices by providing the other Party notice of the change pursuant to this Section. Whenever this Agreement requires that the Sheriff must give its consent, such consent shall be in the Sheriff's sole discretion.

(f) Successors. The rights and obligations of the Sheriff hereunder shall inure to the benefit of and be binding upon the successors and assigns of the Sheriff, including the rights and benefits of Sections 5 and 6.

(g) Non-Alienation. This Agreement is based upon the personal services of the Contractor and may not be assigned by the Contractor, in whole or in part, whether voluntarily or by operation of law, without the Sheriff's prior written consent.

(h) Entire Agreement; Modification. This instrument (including the attached Exhibits) sets forth the final and entire agreement of the Parties regarding the subject matter hereof. No prior or contemporaneous negotiations, correspondence, agreements or representations regarding said subject matter, whether written or oral, shall be binding upon the Sheriff or the Contractor unless expressly included in this Agreement. No modification or amendment of this Agreement shall be valid or binding upon the Parties unless in writing and executed by all of the Parties.

(i) Construction: Severability. The captions in this Agreement are inserted for convenience only, and do not interpret the contents hereof. In the event any term of this Agreement is declared to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement; this Agreement shall be modified to the minimum extent necessary to make such terms valid and enforceable and if no such modification is available, this Agreement shall be construed as though the invalid or unenforceable term(s) were not included herein.

j) Time. Time is of the essence of this Agreement.

(k) Counterparts. This Agreement may be executed and accepted in one or more counterparts for the convenience of the parties, each of which will be deemed an original and all of which, taken together, shall constitute one and the same instrument. Delivery of a counterpart hereof via facsimile transmission or by electronic mail transmission, including but not limited to an Adobe file format document (also known as a PDF file), shall be as effective as delivery of a manually executed counterpart hereof.

IN WITNESS WHEREOF, the Sheriff and the Contractor have caused this Agreement to be executed as of the Effective Date.

SHERIFF

CONTRACTOR

ORANGE COUNTY, FLORIDA

John W. Mina

Sheriff of Orange County, Florida

Date: _____

Date: _____

Approved as to form and legality for the use and
reliance of the Orange County Sheriff only this
_____ day of _____, 2019.

General Counsel

EXHIBIT A

Scope of Work

Contractor agrees to provide the services described hereunder or as amended from time to time:

Orange County Sheriff's Office has been awarded a grant to establish a contract for assessing critical infrastructure and implementing regional programs in order to coordinate critical infrastructure protection efforts. The essential functions and responsibilities for the Regional Critical Infrastructure Planner are as follows:

Assists with the implementation of, and compliance with, critical infrastructure programs and processes in support of the National Infrastructure Protection Plan (NIPP) and National Response Framework (NRF).

Provides timely, accurate, and relevant information during the state's contribution to the national risk picture as part of the National Critical Infrastructure Prioritization Program (NCIPP) and special events data call.

Plans and manages regionally-focused Department of Homeland Security (DHS) Infrastructure Protection's suite of tools; works with and serves as the regional contact to the DHS.

Projects regionally-focused physical and cyber-risk management program needs in concert with critical infrastructure partners; tracks and responds to Requests for Information (RFI) and Requests for Assistance (RFA) from critical infrastructure partners.

Performs analysis of critical infrastructure assessments to ensure compliance with adopted policies and procedures.

Sustains in-depth awareness of critical infrastructure activities, emergency responses, special events, terrorist/cyber threats and/or incidents across the region.

Plans and manages critical infrastructure identification, prioritization, and mitigation measures in support of regional/state special events.

Supports critical-infrastructure-focused workshops, conferences, speaking events, and trainings; serves as a representative on the critical infrastructure focus group.

Works cooperatively with the Florida Division of Emergency Management (FDEM) Regional Coordinator in support of domestic incident planning and response activities; cooperates with the DHS Protective Security Advisor (PSA).

Organizes and conducts surveys.

EXHIBIT B Compensation

The Consultant shall provide an invoice and a bi-weekly detailed progress report to the CFIX Director or other designee at the conclusion of each biweekly period. The first such invoice and progress report shall be delivered 2 (two) weeks after the date the consulting services have begun and every other week thereafter. Invoices and progress reports shall identify the applicable time periods and contain sufficient detail to cover reimbursement. In consideration for the services provided by the Consultant, the Sheriff shall pay the Consultant biweekly installments of \$2,500.00.

By signing EXHIBIT B, the consultant acknowledges to the compensation provided and the submission requirements.

Contractor

Date

Attachment B: Proposal Templates

Exhibit B-1 Vendor Questions

			Vendor Name and Contact Person
	<u>Category</u>	<u>RFP Section</u>	<u>Question</u>
1			
2			
3			
4			
5			
6			
7			

Attachment C: Required Documents

Exhibit C-1 Acknowledgement of Addenda

The bidder/proposer shall acknowledge receipt of any addenda issued to the solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it with their respective proposal. Failure to acknowledge an addendum that has a material impact on the solicitation may negatively impact the responsiveness of your bid or proposal. Material impacts include but are not limited to changes to scope of service, delivery time, performance period, quantities, bonds, letters of credit, insurance, qualifications, etc.

Addendum No. _____, Date _____

Addendum No. _____, Date _____

Addendum No. _____, Date _____

Addendum No. _____, Date _____

Attachment C: Required Documents

Exhibit C-2 Conflict/Non-Conflict of Interest Statement

CHECK ONE

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any clients, contracts, property interest, or officer, director or agent of the Orange County Sheriff's Office for this project.

OR

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to clients, contracts, property interest, or officer, director or agent of the Orange County Sheriff's Office for this project.

LITIGATION STATEMENT

CHECK ONE

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

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

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

Attachment C: Required Documents

Exhibit C-3 Authorized Signatories/Negotiators

The proposer represents the following persons are authorized to sign and/or negotiate contracts and related documents to which the proposer will be duly bound:

<u>Name</u>	<u>Title</u>	<u>Phone Number</u>

(Signature)

(Title)

(Name of Business)

(Business Telephone Number)

(Mailing Address)

(Business Physical Address)

(City, State, Zip)

(City, State, Zip)

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

Type of Organization

Sole Proprietorship Partnership

Joint Venture Corporation

State of Incorporation: _____

Federal I.D. or Social Security number is _____

E-mail Address: _____

Fax Number: _____

Attachment C: Required Documents

Exhibit C-4 Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that

_____ Does

Name of Business

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

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

Vendor's Signature _____

Date _____