

**STATE ATTORNEY'S OFFICE,
FOURTH JUDICIAL CIRCUIT,
FLORIDA**



**REQUEST FOR PROPOSAL
VICTIM SERVICES NOTIFICATION
AND SURVEY PILOT PROGRAM**

Respondent Name:

Respondent Mailing Address:

City, State, Zip:

Phone Number:

Fax Number:

Federal Employer Identification Number (FEIN):

BY AFFIXING MY SIGNATURE ON THIS PROPOSAL, I HEREBY STATE THAT I HAVE READ THE ENTIRE RFP TERMS, CONDITIONS, PROVISIONS, SPECIFICATIONS AND ALL ITS ATTACHMENTS

I hereby certify that my company, its employees, and its principals agree to abide by all the terms, conditions, provisions, and specifications during the competitive solicitation and any resulting Contract.

Signature

Date

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SECTION 1 PURPOSE AND GENERAL INFORMATION

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to seek competitive, responsive Proposals and Pricing on behalf of the State of Florida, Fourth Judicial Circuit, State Attorney's Office (SAO), to provide a platform to enable the SAO to pilot a modernized victim notification and survey system designed to provide information to crime victims from the point of initial contact with the criminal justice system through the investigative and judicial process. The system shall provide proactive text, email, and portal access; provide access to bi-directional real-time communication with law enforcement and applicable criminal justice agencies; provide for automated multi-agency notification to enable the status of an incident or investigation to be shared with partner agencies; and include a survey tool to gauge victim satisfaction.

1.2 Definitions

BUSINESS DAYS	Monday through Friday, excluding state holidays
BUSINESS HOURS	8 a.m. to 5 p.m., Eastern Time on all business days
BUSINESS UNIT OWNERS	Assigned staff within an SAO that would be responsible for updating their own sections content.
CONTRACT	The formal written agreement that will be entered into between the SAO and the Respondent.
CONTRACTOR	The Respondent or Respondents with whom the SAO executes a contract with to provide the required commodities or services. Contractor as used herein refers to one or more Respondents.
MINOR IRREGULARITY	As used in the context of this solicitation indicates a variation from the RFP terms and conditions which does not affect the price of the Proposal or give the Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the interests of the SAO.
PROCUREMENT OFFICER	The sole point of contact during the RFP process.
PROPOSAL	The complete written response of the Respondent to the RFP including technical and price Proposals, all required forms, supporting documents and attachments.
RESPONDENT	Any entity or person who submits a Proposal to the SAO in response to this RFP.
REQUEST FOR PROPOSAL (the RFP)	This solicitation for the SAO victim notification pilot.

STATE	The state of Florida and its various agencies and other governmental subdivisions.
SUBCONTRACTOR	Any firm or person other than an employee of a Respondent who performs any services required by the Contract for compensation, upon SAO approval.

1.3 Procurement Officer and Restriction on Communications

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a Proposal. Section 287.057(23), Florida Statutes.

The Procurement Officer below is the sole point of contact of the SAO pursuant to section 287.057(23), Florida Statutes.

Requests for clarification should be identified by placing Victim Pilot Program in the subject line of all emails and directed to the Procurement Officer for this RFP who is:

Stephen W. Siegel, First Assistant State Attorney
 State Attorney’s Office, Fourth Judicial Circuit, Florida
 311 W. Monroe Street
 Jacksonville, FL 32202
 (904) 255-2933
ssiegel@coj.net

1.4 Schedule of Events

The following time schedule will be strictly adhered to in all actions relative to the RFP, unless modified by the SAO by addendum to this RFP. No liability to the SAO will result from such changes. All required Respondent actions must be completed by the date and time in the schedule.

EVENT	LOCATION	DATE/TIME
RFP Released/Posted	Internet – SAO4th.com	July 17, 2023
Written Questions Submittal Deadline	To the Procurement Officer at: ssiegel@coj.net	July 28, 2023
Answers to written Questions	SAO4th.com	Aug 4, 2023

<p>* Proposals Due and Opened</p>	<p>Proposals should be addressed to the Procurement Officer:</p> <p>Stephen Siegel SAO 311 W. Monroe Street Jacksonville, FL 32202</p> <p>All timely Proposals will be opened at:</p> <p>SAO 311 W. Monroe Street Jacksonville, FL 32202 Time of Opening 2:30ET</p> <p>The public may attend the opening in person depending on the Agency’s visitation policy at the current time. A virtual public opening will be announced if applicable. The public may not review any Proposals at that time in accordance with section 119.07(1)(2), Florida Statutes. Only the names of Respondents and the names of any firms submitting “No Response” will be read aloud.</p>	<p>Aug 8, 2023</p>
<p>Evaluation of Proposals</p>	<p>Evaluators will begin their individual evaluations.</p>	<p>Aug 9, 2023</p>

Anticipated Intent to Award/Posted		Aug 9, 2021
Anticipated Contract Start Date		TBD

1.5 Questions

All questions regarding the content of this RFP must be received in writing by email to the Procurement Officer identified in Section 1.4, above, within the time indicated in Section 1.5, Schedule of Events. Verbal questions or those submitted after the date specified in the Schedule of Events will not be addressed.

Answers to questions submitted in accordance with the RFP Schedule of Events will be posted on the internet – SAO4th.com. Respondents are asked to use the following format when submitting questions:

VENDOR NAME	
QUESTION	SAO'S ANSWER

1.6 Accessibility for Disabled Persons

If a special accommodation is needed, please advise no later than five working days prior to the event for which the accommodation may be needed. Contact the Procurement Officer named in Section 1.4 of the RFP.

SECTION 2 SPECIAL CONDITIONS

2.1 Responsive and Responsible (Mandatory Requirements)

Respondents must complete and submit the following mandatory information or documentation as part of its Proposal. Any Proposal which does not meet these requirements or contain this information will be deemed non-responsive.

1. The Proposal must be received at the location, date and time specified in Section 1.5, Schedule of Events.
2. The Title Page must be completed, signed, and returned with the Proposal.

2.2 Costs of Developing and Submitting Proposal and Ownership

Neither the SAO nor the state of Florida is liable for any of the costs incurred by a

Respondent in preparing and submitting a Proposal. All Proposals become the property of the SAO upon receipt and will not be returned to the Respondents once received. The SAO will have the right to use any ideas or adaptations of ideas contained in any Proposals received in response to this RFP. Selection or rejection of the Proposal will not affect this right.

2.3 Legal Requirements

Applicable provisions of all federal, state, county, and local laws and administrative procedures, regulations, or rules will govern the development, submittal and evaluation of all Proposals received in response to this RFP and will govern all claims and disputes which may arise between persons submitting a Proposal hereto and the SAO. Lack of knowledge of the law or applicable procedures, regulations or rules by any Respondent will not constitute a cognizable defense against their effect.

2.4 Identical Scoring of Proposals

In the event of tied scoring from two or more Respondents, the SAO will determine the order of award in accordance with the law, including giving due weight to preferences set forth in Chapter 287, Florida Statutes. If the application of the preferences in Chapter 287, Florida Statutes fail to resolve the identical bids, the SAO will determine the award by a means of random selection (e.g., a coin toss or drawing of numbers).

2.5 Conflict of Interest and Disclosure

Respondents must comply with the provisions of section 112.313, Florida Statutes, and disclose in their Proposals whether any officer, director, employee, or agent is also an officer or an employee of the SAO or the State of Florida. Respondents must disclose the name of any employee, agent, lobbyist, previous employee of the SAO, or other person, who has received or will receive compensation of any kind, for seeking to influence the actions of the SAO in connection with this procurement.

2.6 Taxes

The SAO is generally exempt from all federal, state, and local taxes and no such taxes will be included in the price of the Contract. The SAO will have no responsibility for the payment of taxes which become payable by Respondent or its subcontractors in performance of the Contract.

2.7 Proposal Tenure

All Proposals are binding for 180 days following the Proposal opening date.

2.8 Non-Exclusive Rights

The right to provide the commodities and services which will be granted under the

Contract will not be exclusive. The SAO reserves the right to contract for and purchase commodities and services from as many firms as it deems necessary without infringing upon or terminating the Contract.

2.9 Contract

The Contract between the SAO and the Respondent will incorporate this RFP, any addenda to the RFP, and the Respondent's Proposal. In the event of a conflict in language among any of the documents referenced herein, the provisions and requirements of the Contract will control.

When the Contract term ends, if it is canceled or terminated and a new Contract is executed with an entity other than the Respondent, the Respondent has an affirmative obligation to assist in the smooth transition of contract services to the subsequent Respondent.

2.10 Assignment of the Contract

A Contract awarded pursuant to this RFP is not assignable except with the prior written approval of the SAO. Payments due under the Contract are not assignable except with the prior written approval of the SAO.

2.11 No Third-Party Rights

The Contract awarded pursuant to this RFP is for the benefit of the SAO, the Respondent and other state agencies and not for the benefit of any third party.

2.12 Registered to do Business/ State of Florida Vendor

All limited liability companies, corporations, corporations not for profit, and partnerships seeking to do business with the State must be registered with the Florida Department of State in accordance with the provisions of Chapters 605, 607, 617, and 620, Florida Statutes, respectively, prior to Contract execution. The SAO retains the right to ask for verification of compliance before Contract execution. The failure of the selected Respondent to have appropriate registration may result in withdrawal of Contract award.

Respondent must be or otherwise become a State of Florida vendor as set forth in the Division of Management Services website to be paid under the terms of the contract.

Section 3 Contract Terms

3.1 The general terms of the Contract are set forth in attachment (A).

In accordance with section 448.095 (2), Florida Statutes, the Contractor must register with and use the U.S. Department of Homeland Security's E-Verify system; <https://www.uscis.gov/e-verify/employers>, to verify the work authorization status of all new employees hired to perform services specified in the Contract. Subcontractors must also be registered in the E-Verify system and provide the Contractor with an affidavit

stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor will maintain a copy of such affidavit for the duration of the contract. The SAO may request documentation of compliance with this provision at any time during the Contract term. The Contract may be subject to termination for failure to comply with the requirements set forth in this Article, as specified in section 448.095 (2)(a), Florida Statutes.

SECTION 4 SCOPE OF WORK

4.1 Scope of Services

\$70,000 in nonrecurring funds from the General Revenue Fund has been provided to the SAO to competitively procure and pilot a modernized victim notification and survey system designed to provide information to crime victims from the point of initial contact with the criminal justice system through the investigative and judicial process. The system shall provide proactive text, email, and portal access; provide access to bi-directional real-time communication with law enforcement and applicable criminal justice agencies; provide for automated multi-agency notification to enable the status of an incident or investigation to be shared with partner agencies; and include a survey tool to gauge victim satisfaction.

Respondent will provide the development and design of a platform to accomplish the tasks set forth in the Legislative appropriation for the SAO.

4.2 Service Provision

Respondent must provide the below listed minimum services. Respondent may specify additional value-added services in their Proposals, at no additional cost.

- a. Provide a timeline for implementation.
- b. Training of SAO staff to use, operate and update the program.
- c. On-going annual support and maintenance of the websites after implementation, in accordance with an executed contract. This includes at a minimum: application, framework, issue resolution, upgrades, release management, and status reporting. Status Reporting will include professional support covering code, infrastructure, database, file system, and security.

4.3 Subcontractors

Respondent may enter written subcontracts for performance of specific services (but not all contract services) under the Contract. Such services that may be subcontracted are

specified in the terms of the SAO Standard Contract, Attachment A. Anticipated subcontract agreements known at the time of Proposal submission must be identified in the Proposal. If a subcontract has been identified at the time of Proposal submission, a copy of proposed subcontract must be submitted to the SAO. No subcontract that the Respondent enters into with respect to performance under the agreement will in any way relieve the Respondent of any responsibility for performance of its contractual responsibilities with the SAO. The SAO reserves the right to request and review information in conjunction with its determination regarding a subcontract request.

4.4 Performance Measures

Pursuant to section 287.058(1), Florida Statutes, the Contract must include performance measures that specify the required minimum acceptance level of service to be performed. These will be established based on the final determination of tasks and deliverables based on the accepted Proposal.

4.5 Financial Consequences

Pursuant to section 287.058 (1)(h), Florida Statutes, the Contract must include financial consequences that will apply if the Contractor fails to perform in accordance with the Contract terms. The financial consequences will be established based on the final determination of the performance measures and the Contract amount.

SECTION 5 INSTRUCTIONS FOR PROPOSAL SUBMITTAL

5.1 Copies of Proposals

Respondents are asked to submit an ORIGINAL AND TWO COPIES of its Proposal to the SAO.

5.2 Proposal Delivery (MANDATORY REQUIREMENT)

It is the Respondent's responsibility to ensure that its Proposal is delivered to the SAO by the specified time and date.

5.3 Signed Title Page (MANDATORY REQUIREMENT)

Each Proposal (see Title Page) must contain the company name and F.E.I.N. or social security number and the original signature of an authorized representative of the Respondent.

5.4 Confidential or Exempt Material

Notwithstanding any provisions to the contrary, public records must be made available pursuant to Chapter 119, Florida Statutes, the Public Records Act. If a Respondent considers any portion of its Proposal to be confidential, exempt, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the Respondent must segregate and clearly mark those portions it deems exempt as “CONFIDENTIAL”.

Simultaneously, the Respondent will provide the SAO with a separate redacted paper and electronic copy of its Reply and briefly describe in writing the grounds for claiming

exemption from the public records law, including the specific statutory citation for such exemption. The redacted copy must contain the solicitation name, number, and the name of the Respondent on the cover and must be clearly titled “REDACTED COPY”.

The redacted copy must be provided to the SAO at the same time the Respondent submits its response and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The SAO will be responsible for defending its determination that the redacted portions of its Proposal are confidential, trade secret, or otherwise not subject to disclosure. The Respondent must protect, defend, and indemnify the SAO for all claims arising from or relating to the determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. Respondent’s failure to submit a redacted copy with its Proposal or to specify the grounds upon which the claim of exemption from disclosure is based, constitutes authorization by the Respondent for the SAO to produce the entire documents, data or records submitted by the Respondent in answer to a public records request for these records.

SECTION 6 EVALUATION OF TECHNICAL AND PRICE PROPOSAL

6.1 Introduction

The SAO will evaluate and score Proposals to determine the most advantageous Proposal. The ability of the SAO to evaluate a Respondent’s Proposal is dependent upon the completeness of the Proposal. Failure of a Respondent to provide information requested by this RFP may result in a reduction in scoring during the evaluation. The SAO may accept or reject all Proposals and waive any minor irregularities if the SAO determines that doing so will serve the State’s best interests.

6.2 Evaluation Criteria

The SAO will evaluate Proposals against all evaluation criteria set forth in Section 6.2. to determine the Proposal(s) most advantageous to the SAO. Points are allocated as follows:

Technical Proposal	70 points
Price Proposal	30 points
MAXIMUM AVAILABLE POINTS	100 points

6.3 Notice of Agency Decision

At the conclusion of evaluation of the Proposals the SAO will announce its intended decision. Notice will be posted on the SAO website SAO4th.com. The SAO will award to the responsible, responsive Respondent determined to be the most advantageous to the state, with the highest total score taking into consideration Technical and Price Proposals.

6.4 Protests

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post a bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

[Intentionally Left Blank]

**ATTACHMENT A
STANDARD CONTRACT FOR
Victim Services Notification and
Survey Pilot Program**



BETWEEN

SAO

And

INSERT NAME OF CONTRACTOR

STANDARD CONTRACT

By submission of a RESPONSE, the CONTRACTOR has accepted the terms of this Standard Contract without option for negotiation, unless otherwise specified herein.

This Contract is between the SAO, an agency of the state of Florida, and [insert Contractor's name], [address] (Contractor), and jointly referred to as "the Parties".

The parties agree to the following terms and conditions:

1. SCOPE OF WORK

The Contractor will perform the services specified in detail in

1.1 Termination

- a. **Termination for Convenience:** This Contract may be terminated by the SAO in whole or in part at any time in the best interest of the agency. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Purchase Order price as the amount of work satisfactorily performed. All work in progress will become the property of the SAO and will be turned over promptly by the Contractor.
- b. **Termination for Cause:** This purchase order may be terminated for the Contractor's non-performance upon no less than 24 hours' notice in writing to the Contractor by certified mail, return receipt requested or in person with proof of delivery. If applicable, the SAO may employ the default provisions in Florida Administrative Code Rule 60A-1006(3). Waiver of breach of any provisions of this purchase order will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms of this contract. This provision does not limit the SAO's right to remedies at law or in equity.
- c. **Termination Because of Lack of Funds:** In the event funds to finance this Purchase Order become unavailable, the SAO may terminate the Purchase Order upon no less than 24 hours' notice in writing to the Contractor. Notice must be delivered by certified mail, return receipt requested, or in person with proof of

delivery. The SAO will be the final authority as to the availability of funds. In the event of termination of the Purchase Order for lack of funds, the Contractor will be compensated for any work satisfactorily completed prior to the notice of termination.

In the event this Contract is terminated, all finished or unfinished documents, data, studies, correspondence, reports, and other products prepared by or for the Contractor under this Contract will be made available to and for the use of the SAO.

Notwithstanding the above, the Contractor will not be relieved of liability to the SAO for damages sustained by the SAO by any termination of this Contract by the Contractor. In the event this Contract is terminated, the Contractor will be reimbursed for services satisfactorily completed subject to any such damages.

2. COMPENSATION

2.1 Payment

This is a fixed price, fixed fee, and unit cost Contract. The SAO will pay the Contractor based on the amounts agreed to in the **PROPOSAL, but not more than \$70,000.**

2.2 Invoices

The Contractor must submit a properly completed invoice to the Contract Manager within 30 calendar days from the end of each payment period *which will be monthly*. Invoices will be submitted in the format specified by the SAO.

2.3 Bills for Travel

Bills for travel expenses are not permitted under the terms of this Contract, unless otherwise specified in the solicitation document.

2.4 Final Invoice

Unless renewed or extended, the final invoice must be received within 30 calendar days immediately following Contract expiration. If Contractor fails to do so, all right to payment is forfeited and the SAO will not honor any requests submitted after the aforesaid time. Any payment under the terms of this contract may be withheld until all deliverables and any necessary adjustments have been approved by the SAO.

2.5 Annual Appropriations

Pursuant to section 287,0582, Florida Statutes, the state of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

2.6 Preferred Price Affidavit or Proof of Service Form Requirement

During the contract term, if the SAO becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a service outside the contract, but upon the same or similar terms of the contract, then at the discretion of the SAO the price under the contract will be immediately reduced to the lower price. The Contractor will submit to the SAO from an authorized representative, at least annually, attesting that the Contractor follows the Best Pricing Offer provision.

2.7 Corrective Action Plan (CAP)

Using this Contract as the basis, the SAO, at its sole discretion, is authorized to identify Contracted deficiencies within the Contractor's performance and request a proposed Corrective Action Plan (CAP) to correct the deficiencies.

2.8 Deliverables, Tasks, Performance Measures and Financial Consequences

Pursuant to section 287.058, this Contract must be divided into "quantifiable, measurable, and verifiable units of deliverables that must be received and accepted in writing by the Contract manager before payment. Each deliverable must be directly related to the "Scope of Work," which will clearly establish the tasks that are required to be performed.

The Contract also must contain performance measures which specify the required minimum level of acceptable service to be performed and financial consequences that will apply if the Contractor fails to perform in accordance with the stated performance measures. The performance measures and financial consequences are based on deliverables, and the tasks that made up the deliverables. Financial consequences will be a stated reduction for failure to meet the required performance measure, which will be assessed on invoiced amounts.

3. LIABILITY AND INSURANCE

3.1 Indemnification

Contractor is liable for and will indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by Contractor, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.

Contractor's inability to evaluate liability or its evaluation of no liability will not excuse Contractor's duty to defend and indemnify the SAO within seven calendar days after certified mail or courier delivery notice from the SAO. Only adjudication or judgment after highest appeal is exhausted specifically finding Contractor not liable will excuse performance of this provision. The contractor will pay all costs and fees related to this obligation and its enforcement by the SAO. The SAO's failure to notify Contractor of a claim will not release Contractor of the above duty to indemnify. **NOTE: This section, Liability and Insurance, is not applicable to Contracts executed between state agencies or subdivisions, as defined in section 768.28, Florida Statutes.**

3.2 Liability and Worker's Compensation Insurance

Upon execution of this contract, unless Contractor is a state agency or subdivision as defined in section 768.28, Florida Statutes, Contractor accepts full responsibility for identifying and determining the type and extent of liability insurance necessary to provide reasonable financial protections for Contractor. The limits of coverage under each policy maintained by Contractor do not limit Contractor's liability and obligations under this contract. Upon the execution of this contract, Contractor must furnish the SAO written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the state of Florida. The SAO reserves the right to require additional insurance .

The Contract will not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. All insurance policies will be through insurers authorized to write policies in Florida.

4. CONTRACT DOCUMENT

This Contract constitutes the entire understanding of the parties and consists of the documents listed.

5. CONTRACT CHANGES

5.1 Changes to the Services

5.1.1 The SAO and the Contractor will follow the change management process specified below unless or until further supplemented by the Contract Manager (collectively “Change Process”). If the Contractor or the SAO initiates a change, the Contractor will, without undue delay, examine and identify to the SAO the implications of the requested change on Deliverables including scope, schedule, and pricing and furnish a proposed Contract Amendment, if applicable. The SAO will review the proposed change to examine the implications of the requested change. The SAO may accept the Contractor’s proposal for change, reject it, or reach another agreement with the Contractor. If the Contractor proposes functional equivalents or substitutions, the SAO will determine in its sole discretion whether the modified solution is acceptable as an equivalent. Substitutions will meet or exceed the applicable requirements set forth in the Contract unless otherwise agreed to by the Parties in writing.

5.1.2 If the Contractor believes the SAO’s requested change should not be implemented, the Contractor will make a recommendation to the SAO Contract Manager in writing but will nevertheless follow the Change Process and carry out the change as directed by the SAO.

5.2 Amendment and Change to Scheduling

The Contractor will not begin performing services pursuant to a change before receiving the SAO’s written approval of the change or a Contract Amendment has been executed. If the Contractor begins such services prior to the approval of the change or the execution of the Contract Amendment, such activities will be performed gratuitously by the Contractor, and the Contractor will not have any right thereafter to assert any claim for additional compensation or time for the performance of such activities. Any Contract Amendment resulting from a Change Process under this Contract will list (or indicate by reference to the appropriate Contract Attachment) the prices for all services, equipment, and commodities to be provided thereunder. The most recent Contract Amendment will take precedence over other conflicting provisions of this Contract and any previous Contract Amendments.

6. AUDITS, DOCUMENTATION AND RECORDS RETENTION

6.1 Public Records Requests

Pursuant to section 119.0701, Florida Statutes, the Contractor will comply with public records laws, and specifically will:

- 6.11** Keep and maintain public records required by the SAO to perform all services required by this Contract.
- 6.12** Upon receiving a request from the SAO's Custodian of Public Records, the Contractor will provide the SAO with a copy of the requested records, at no cost to the SAO, or allow the records to be inspected or copied by the member of the public making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 6.13** Ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this Contract, those records that are exempt or confidential and exempt from public records disclosure requirements by operation of section 119.071, Florida Statutes or Chapter 119, Florida Statutes, are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the SAO.
- 6.14** Upon completion of this Contract, the Contractor will keep and maintain public records required by the SAO to perform the services to be provided in the scope of this Contract, or electronically transfer in a file format compatible with the information technology systems of the SAO, at no cost to the SAO, all public records in possession of the Contractor. If the Contractor transfers all public records to the SAO upon completion of the Contract, the Contractor will destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure.
- 6.15** If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor will meet all applicable requirements for retaining public records, consistent with the state of Florida's records retention schedule. All public records stored electronically must be provided to the SAO, upon request of its Custodian of Public Records, at no cost to the SAO, in a format compatible with the information technology systems of the SAO.

6.2 Failure to Comply with Public Records Law

Failure to comply with the SAO's request for records constitutes grounds for unilateral cancellation of this Contract by the SAO at any time. Further, any Contractor who fails to provide the public records to the SAO within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. exempt or confidential and exempt from public records disclosure requirements.

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 AGREEMENT, THEN THE CONTRACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Miriam Nelson AT 904-244-2500, SAO 311 W. Monroe Street, Jacksonville, FL 32202.

6.3 Indemnification

Contractor will protect, defend, and indemnify the SAO for all claims arising from or relating to Contractor's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Contractor fails to submit a redacted copy of information it claims is Confidential, the SAO is authorized to produce the entire documents, data, or records submitted to the SAO in answer to a public records request or other lawful request for these records.

7. INTELLECTUAL PROPERTY

All patents, copyrights, and trademarks arising, developed, or created during, or because of the Contract are the property of the SAO and nothing resulting from Contractor's services or provided by the SAO to the Contractor may be reproduced, distributed, licensed, sold or otherwise transferred without the prior written permission of the SAO. This paragraph does not apply to SAO's purchase of a license for Contractor's intellectual property or if otherwise specified.

8. DATA MANAGEMENT

The SAO will have the right to establish backup security for any State Data and to keep backup copies of State Data in its possession if it chooses. At the SAO's Contract manager or designee request, the Contractor will provide the SAO with downloads of State Data to enable the SAO to maintain such backup copies.

8.1 Ownership and User Rights

The State is and will remain the owner of all State Data made available by the State to the Contractor or its agents, Subcontractors, or representatives pursuant to this Contract, and all modifications to State Data, (even if made by the Contractor or a Subcontractor), regardless of whether the Contractor or the SAO is in possession or control of the State Data. The Contractor and its Subcontractors will not use the State Data for any purpose other than providing the Services, nor will any part of the State

8.2 Hardware and Equipment

Except as this Contract expressly provides otherwise, as between the State and the

Contractor (or its Subcontractor), the Party that furnishes hardware or equipment for its or the other Party's use during performance of the Project will be and remain the owner (or lessor, where applicable) of the hardware or equipment furnished by it.

8.3 Rights in Deliverables and Work Products

Deliverables and Work Products prepared by the Contractor and its Subcontractors may consist of or contain any (or any combination) of the following: (i) Background Intellectual Property (IP), including Commercial Off the Shelf (COTS) software, templates, frameworks, and other materials) owned by the State, the Contractor, a Subcontractor, or a third-party licensor; (ii) Custom IP developed during performance of the Contract specially for (or by) the State; and (iii) customizations or add-ons to, or derivative works of, a Party's Background. Intellectual Property produced because of work or services performed under the Contract, or in any way connected with the Contract, will be the property of the State, with only such exceptions as are clearly expressed and reasonably valued in the Contract. In the case of any Solution component, Deliverable, or Work Product for which the SAO enters a signed License with the owner or licensor thereof, such License's terms will supersede those set forth herein that would otherwise apply.

9. GEOGRAPHIC LOCATION OF DATA SERVICES

The state of Florida requires that all data generated, used, or stored by the Contractor pursuant to the Contract will reside and remain in the United States and will not be transferred outside of the United States. The state of Florida also requires that all services provided under the Contract, including call center or other help services, will be performed by persons located in the United States.

10. RECORDS RETENTION

The Contractor will retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this the Contract. Contractor will retain all documents related to this Contract in compliance with the rules of the Florida SAO of State.

11. MONTORING BY THE SAO

The Contractor will permit all persons who are duly authorized by the SAO to inspect and copy any records, papers, documents, facilities, goods, and services of the Contractor that are relevant to this Contract, and to interview clients, employees, and subcontractor employees of the Contractor to assure the SAO of satisfactory performance of the terms and conditions of this Contract. Following such review, the SAO will deliver to the Contractor a written report of its findings, and may direct the development, by the Contractor, of a corrective action plan.

This provision will not limit the SAO's termination rights.

12. AUDITS

The SAO may conduct or have conducted performance and compliance audits of all areas of the Contractor and any subcontractors as determined by the SAO. The SAO may conduct an audit and review all the Contractor's and any subcontractors' data and records that directly relate to the Contract services. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or Contracts with subcontractors, partners, or agents of the Contractor, pertaining to this Contract, may be inspected by the SAO upon five business days' notice, during normal working hours. Release statements from its subcontractors, partners or agents are not required for the SAO or its designee to conduct compliance and performance audits on any of the Contractor's Contracts relating to this Contract. The State's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

13. BACKGROUND SCREENING REQUIREMENTS

13.1 Definitions

"Person" or "Persons" means any Contractor employees, subcontractor personnel, independent Contractors, leased employees, volunteers, licensees, or other persons, operating under the direction of the Contractor with access to State data, or who enter the premises and facilities of SAO, or both.

"Access" means to approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any resources of a computer, computer system, or computer network. "Data" means a representation of information, knowledge, facts, concepts, computer software, computer programs, or instructions, whether said information is confidential information or personal information. Data may be in any form, including but not limited to, in storage media, stored in the memory of the computer, in transit or presented on a display device, or a hard copy.

The Contractor will ensure the background screening required below is conducted on all persons directly entering any SAO facility and performing services under the Contract whether the person has access to State data, as well as those persons who are not performing services under the Contract but have access, including indirect access, to State data.

13.2 Background Screening Required

The Contractor will not allow any Person to provide services under this Contract, have access to any State data, or enter any facility of the SAO until that person has been

cleared by the SAO under the standards and procedures provided below:

1321 The Contractor will ensure that each person will be screened as a prior condition for performing services, having access to State data, or entering the facilities.

1322 CJIS Security Awareness Training Requirements

CJIS Awareness Training must be successfully completed by all Contractor personnel prior to being allowed to access SAO data. The SAO will provide instructions for the training to the Contractor, and everyone employed under the Contract resulting from this RFP.

1323 Duty to Provide Secure Data

The Contractor will maintain the security of data. This includes, but is not limited to, a secure area around any display of such data or data that is otherwise visible. The Contractor will also comply with all other State and Federal rules and regulations regarding security of information.

13.3 SAO's Ability to Audit Screening Compliance and Inspect Locations

The SAO will have the right to inspect the Contractor's work area and location upon two business days prior written notice to the Contractor to ensure that access to the State data is secure and in compliance with the Contract and all applicable State and Federal rules and regulations.

13.4 Security Breach

If a breach of security occurs due to Contractor negligence or misconduct which allows unauthorized access or exposure of State data, the Contractor agrees to defend, indemnify, and hold harmless the SAO, the State, its officers, directors and employees for any claims, suits, or proceedings. In addition, the Contractor will:

1341 Include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this provision for a two-year period following the breach.

1342 Be responsible for any and all damages to the SAO and any third party who is affected by a breach of this warranty to protect the State data.

14. STATE OF FLORIDA LAW

14.1 Governing Law

This Contract will be construed, performed, and enforced in accordance with the laws and rules of the state of Florida. If any term or provision of the Contract is found to be illegal or

unenforceable such term or provision will be deemed stricken and the remainder of the Contract will remain in full force and effect. All litigation arising under this Contract will be instituted in the appropriate court in Leon County, Florida.

14.2 Compliance

The Contractor will comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. Violation of any laws, rules, codes, ordinances, or licensing requirements will be grounds for Contract termination or nonrenewal of the Contract.

14.3 Licenses and Permits

The Contractor is responsible for obtaining all necessary licenses and permits required to perform the services specified in this contract and will bear all costs related to any licenses or permits.

14.4 Notice of Legal Actions

The Contractor will notify the SAO of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within 30 calendar days of the action being filed. The Contractor will notify the SAO of any legal actions filed against it for a breach of a contract of similar size and scope to this Contract within 30 calendar days of the action being filed. Failure to notify the SAO of a legal action within 30 calendar days of the action will be grounds for termination or nonrenewal of the Contract.

14.5 Public Entity Crime and Discriminator Vendors

Pursuant to sections 287.133 and 287.134, Florida Statutes, the following restrictions apply to the persons placed on the convicted vendor list or the discriminatory vendor list.

1451 Public Entity Crime

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 response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a 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 more than the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

1452 Discriminatory Vendors

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a 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 so long as that entity's name appears on the discriminatory vendor list.

The Contractor will notify the SAO if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Contract.

14.6 Gifts

The Contractor agrees that it will not offer to give or give any gift to any state of Florida employee. This Contractor will ensure that its subcontractors, if any, will comply with this provision.

14.7 E-Verify Employment Eligibility Verification

Pursuant to section 448.095 (2), Florida Statutes, Contractor must register and use the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the Contractor during the Contract term. Additionally, if the Contractor enters a contract with a subcontractor, the subcontractor must register in the E-Verify system and provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor will maintain a copy of such affidavit for the duration of this Contract.

The SAO may request documentation of compliance with this provision at any time during the Contract term.

The Contract may be subject to termination for failure to comply with the requirements set forth in this Article, as specified in section 448.095, Florida Statutes.

14.8 Independent Capacity of the Contractor

The Contractor is an independent contractor and is solely liable for the performance of all tasks and deliverables contemplated by this contract. Except where the Contractor is a state agency, the Contractor, its officers, agents, employees, subcontractors, or assignees, in performance of this Contract, will act in the capacity of an independent contractor and not

as an officer, employee, or agent of the state of Florida. Contractor will not represent to others that it has the authority to bind the SAO unless specifically authorized to do so.

Except where Contractors a state agency, Contractor, its officers, agents, employees, subcontractors, or assignees are not entitled to state retirement or state leave benefits, or to any other compensation of state employment because of performing the duties and obligations of this contract.

Contractor will take such actions as may be necessary to ensure that each subcontractor of Contractor understand they are independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the state of Florida.

Unless justified by Contractor and agreed to by the SAO in this Contract, the SAO will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to Contractor, or its subcontractor or assignee.

All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for Contractor, Contractor's officers, employees, agents, subcontractors, or assignees will be the responsibility of Contractor.

14.9 Preservation of Remedies

No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Contract, will impair any such right, power or remedy of either party; nor will delay or omission be construed as a waiver of any such breach or default, or any similar breach of default thereafter.

14.10 Unauthorized Employment

The employment of unauthorized aliens by a Contractor is considered a violation of Section 274A of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of the agreement.

14.11 HIPAA Compliance

The Contractor must meet all federal and state regulations regarding standards for privacy and individually identifiable health information as identified in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and Florida Statutes.

HIPAA requires, among other things, that the confidentiality of Personal Health Information (PHI) is ensured. This includes physical and logical security of data, encryption of data in transit, proper disposal, and destruction of data on any media (electronic or hardcopy), and release of data only to authorized recipients.

14.12 Delegation of Obligations Under the Contract

14.12.1 Subcontractors

The Contractor may use subcontractors for the provision of services specified under this contract with the prior written approval of the SAO. The Contractor will be responsible for its subcontractors’ work under the contract, including consequences which result from the subcontractor’s non-performance. Nothing in this Contract grants any rights or remedies to any person other than the Contractor and SAO. Nothing in this contract creates a third-party beneficiary relationship between the SAO and any subcontractors or employees of the Contractor.

14.12.2 Assignment

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Purchase Order without the prior written consent of the SAO. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract, unless the SAO expressly waives such secondary liability. The SAO may assign the Contract with prior written notice to Contractor.

15.1 ALL TERMS AND CONDITIONS INCLUDED

This CONTRACT including any referenced attachments, contains all the terms and conditions agreed upon by the parties. There are no other provisions, terms, conditions, or obligations. This CONTRACT supersedes all previous communications, representations or agreements, either verbal or written between the parties on this subject. The parties have not relied on any communications not set forth in this CONTRACT, its attachments, or addendums.

IN WITNESS WHEREOF, the SAO and the CONTRACTOR have executed this CONTRACT.

«CONTRACTOR NAME»
«TITLE»

Stephen Siegel, First Assistant
State Attorney’s Office, 4th Circuit

Date

Date

«ENTER NUMBER»
FEIN or SS Number

ATTACHMENT B

BUSINESS REFERENCE FORM

Provide references sufficient in number to verify and support the Requirements specified in Section 4.5 of the RFP. The firms and/or contact person should be available between the hours of 8:00am and 5:00pm, Eastern Time, Monday through Friday. If any reference is not available as stated above, this may be cause for rejection of the Respondents Proposal.

1

Company Name	Point of Contact
Address	Telephone Number
City/State/Zip Code	Email Address
Project Date	
Description (Scope of Work)	

2

Company Name	Point of Contact
Address	Telephone Number
City/State/Zip Code	Email Address
Project Date	
Description (Scope of Work)	

ATTACHMENT C

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Section 287.087, Florida Statutes. preference to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. To have a drug-free workplace program, a business shall:

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, Florida Statutes, or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five calendar 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 the statement, I certify that this firm complies fully with the indicated requirements.

Signature

Date

Printed Name

Company Name

ATTACHMENT D

APPLICATION, DATA SECURITY AND CONFIDENTIALITY

This attachment is for the purpose of ensuring adequate information security protection is always in place in during this contract between the SAO and service providers, vendors, and information trading partners, all referenced hereinafter together referred to as “Providers” in this attachment.

1. Hosting Data or Applications

This section applies to all contracts whereby a Provider is hosting data, or hosting an application that processes data, on behalf of the SAO. Provider will comply with the following:

- a. Provider, its employees, subcontractors, and agents will comply with all security and administrative requirements of the SAO in the performance of this contract. Provider will provide immediate notice to the SAO’s Information Security Manager (ISM), or their designee, in the event it becomes aware of any security breach and any unauthorized transmission of State Data as described below or of any allegation or suspected violation of security requirements of the SAO.
- b. Provider will produce, upon entering a contract, a current security audit (no more than 12 months old) performed by a third party that is certified to perform such audits that demonstrates the use of sound security measures and practices by the Provider hosting the data or application that is processing data, as defined by a nationally recognized security framework. Provider will produce a status of any corrective action plans underway to address deficiencies found in the security audit. Provider must provide an annual update on any open corrective action plans associated with the most recent audit’s noted deficiencies. The SAO has the right to require Provider to produce a new or updated audit every three years during the contract term, at Provider’s expense.
- c. Loss or Breach of Data: In the event of loss of any State Data or records, where such loss is due to the negligence of Provider or any of its subcontractors or agents, Provider will be responsible for recreating such lost data, if possible, in the manner and on a schedule set by the SAO at Provider’s sole expense. This will be in addition to any other damages the SAO may be entitled to by law or the Contract. Provider may be subject to administrative sanctions for failure to comply with section 501.171, Florida Statutes, for any loss or breach of data, due to a failure to maintain adequate security and any costs to the SAO for the loss or breach of security caused by Provider.
- d. Data Protection: No State data or information will be stored in, processed in, or shipped to offshore locations or outside of the United States of America, regardless of method, except as required by law. Access to State data will only be available to approved and authorized staff, including offshore Provider personnel, that have a legitimate business need. Requests for offshore access will be submitted in accordance with the SAO

established processes and will only be allowed with express written approval from the Deputy Director of Information Systems. Third parties may be granted time-limited terminal service access to IT resources as necessary for fulfillment of related responsibilities with prior written approval by the ISM. Third parties will not be granted remote access via VPN, private line, or firewall holes, without an approved exemption. Requests for exceptions to this provision must be submitted to the ISM for approval. When remote access needs to be changed, the ISM will be promptly notified. Provider will abide by all SAO and State data encryption standards regarding the transmission of confidential or confidential and exempt information. Documented encryption standards will be provided upon request. Offshore data access must be provided via a trusted method such as SSL, TLS, SSH, VPN, IPsec or a comparable protocol approved by the ISM. Confidential information must be encrypted using an approved encryption technology when transmitted outside of the network or over a medium not entirely owned or managed by the SAO. Provider agrees to protect, indemnify, defend, and hold harmless the SAO and State from and against all costs, claims, demands, damages, losses, and liabilities arising from or in any way related to Provider's loss or breach of data or the negligent acts or omissions of Provider related to this subsection.

- e. Notice Requirement: Provider will notify the SAO upon detection of anomalous or malicious traffic within the scope of contracted services. To the extent applicable, failure to notify the SAO of events or incidents that result in breach will subject Provider to administrative sanctions, together with any costs to the SAO of such breach of security.
- f. Data Retention: Provider must retain data as follows:
 - i. Copies: At contract termination or expiration, submit copies of all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for Provider under the contract; submit copies of all state data to the SAO in a format to be designated by the SAO in accordance with section 119.0701, Florida Statutes; shred or erase parts of any retained duplicates containing personal information of all copies to make any personal information unreadable.
 - ii. Originals: At contract termination or expiration--retain its original records, and maintain, in confidence to the extent required by law, Provider's original records in un-redacted form, until the records retention schedule expires and to reasonably protect such documents and data during any pending investigation or audit.
 - iii. Both Copies and Originals: Upon expiration of all retention schedules and audits or investigations and upon notice to the SAO, destroy all state data from Provider's systems including, but not limited to, electronic data and documents containing personal information or other data that is confidential and exempt under Florida public records law.

2. Application Provisioning

This section applies to all contracts whereby a Provider is making available a software application to be used by the SAO for collecting, processing, reporting, and storing data. Provider's software application used for the SAO's automation and processing must support, and not inhibit, each of the following SAO security requirements:

- a. Users must never share account passwords or allow other users to use their account credentials. Users are responsible for all activities occurring from the use of their account credentials.
 - i. Users are responsible for safeguarding their passwords and other authentication methods by not sharing account passwords, email encryption passwords, personal identification numbers, smart cards, identification badges, or other devices used for identification and authentication purposes.
 - ii. Passwords will not be passed or stored in plain text. Passwords must be encrypted or secured by other means when stored or in transit.
- b. Users will be accountable for their account activity:
 - i. Audit records will allow actions of users to be uniquely traced for accountability purposes.
 - ii. User accounts must be authenticated at a minimum by a complex password. SAO accounts will require passwords of at least eight characters to include an upper and lowercase letter, a number, and a special character.
 - iii. Users must log-off or lock their workstations prior to leaving the work area.
 - iv. Workstations must be secured with a password-protected screensaver with the automatic activation feature set at no more than 10 minutes.
- c. Users must not disable, alter, or circumvent SAO security measures.
- d. Computer monitors must be protected to prevent unauthorized viewing.
- e. Consultation involving confidential information must be held in areas with restricted access.
- f. Confidential information must be printed using appropriate administrative, technical, and physical safeguards to prevent unauthorized viewing.

- g. Access to data and information systems must be controlled to ensure only authorized individuals are allowed access to information and that access is granted upon a “need-to-know” basis only.
- h. Confidential information will not be disclosed without proper authority. It is the responsibility of each member of the workforce to maintain the confidentiality of information and data. Any employee who discloses confidential information will ensure sufficient authorization has been received, the information has been reviewed and prepared for disclosure as required, and no revocation of the requesting document has been received.
- i. All users are responsible for protecting SAO data, resources, and assets in their possession.
- j. All SAO employees are responsible for immediately notifying the ISM of any violation of SAO IT security policies, or suspected/potential breach of IT security.
- k. All SAO employees will be knowledgeable of the classifications of data and information and the proper handling of data and information.

3. Data Interchange

This section applies to contracts whereby the SAO will be sending data transmissions to, or receiving data transmissions from, a Provider for the purpose of independent processing. Examples include: sending conference attendees information, receiving laboratory results, sending financial information to a clearing house, receiving billing results or notification of payment, sending vital statistics to federal agencies, sending claimant information to Florida’s courts and district attorneys, receiving continuing education credit information for medical profession licensees, etc. Data interchange contracts must have a data sharing agreement in place. Provider will comply with the following:

- a. Follow all SAO and State data encryption standards regarding the transmission of confidential or confidential and exempt information between the SAO and the Provider. Documented encryption standards will be provided upon request. All transmission of confidential or confidential and exempt data must utilize a protected protocol such as SSL, TLS, SSH, VPN, IPSec or a comparable protocol approved by the ISM.
- b. Use of any connection to the SAO’s network will be for retrieving information delivered by the SAO, or sending data to the SAO, and not for any other access to resources on the SAO’s network.
- c. Protect and maintain the confidentiality of all data, files, and records, deemed to be confidential or confidential and exempt, retrieved from the SAO pursuant to this

agreement. The user will immediately notify the SAO's ISM of any loss or breach of information originating from the SAO and retrieved by Provider. Provider agrees to protect, indemnify, defend, and hold harmless the SAO and State from and against all costs, claims, demands, damages, losses, and liabilities arising from or in any way related to Provider's loss or breach of data originating from the SAO, or the negligent acts or omissions of Provider related to this subsection.

4. All IT Services

This section applies to all contracts whereby a Provider is providing IT services to the SAO. Provider will protect and maintain the confidentiality of all data, files, and records, deemed to be confidential or confidential and exempt, acquired from the SAO pursuant to this agreement. Except as required by law or legal process and after notice to the SAO, Provider will not divulge to third parties any confidential information obtained by Provider or its agents, distributors, resellers, subcontractors, officers, or employees while performing contract work, including, but not limited to, security design or architecture, business operations information, or commercial proprietary information in the possession of the state or the SAO.