



**FLORIDA DEPARTMENT OF LAW ENFORCEMENT**  
**Request for Proposal**  
***Acknowledgement Form***

Page 1 of 64 pages

SUBMIT PROPOSAL TO: Department of Law Enforcement  
 Office of General Services  
 2331 Phillips Road  
 Tallahassee, Florida 32308  
 Telephone Number: 850-410-7300

Agency Release Date:  
 August 23, 2018

**Solicitation Title: Florida Offender Alert System (FOAS)**

**Solicitation Number: FDLE-RFP-1901**

**Proposals are Due: October 18, 2018**

**Proposals shall be binding until execution of a Contract with the successful Vendor.**

**Vendor Name:**

If a Fictitious Name is used include registered name (i.e. XYZ, Inc. D/B/A ABC)

\*Authorized Signature (Manual)

**Vendor Mailing Address:**

\*Authorized Signature (Typed), Title

**City, State, Zip:**

**\*This individual must have the authority to bind the Vendor.**

Phone Number:

Toll Free Number:

Fax Number:

Email Address:

FEID Number:

Type of Business Entity (Corporation, LLC, partnership, etc.):

**VENDOR CONTACTS:** Provide the name, title, address, telephone number, and email address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule.

**PRIMARY CONTACT:**

**SECONDARY CONTACT:**

Contact Name, Title:

Contact Name, Title:

Address:

Address:

Phone Number:

Phone Number:

Fax Number:

Fax Number:

Email Address:

Email Address:

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## **SECTION 1.0 - Introduction**

### **1.1 Invitation**

The Florida Department of Law Enforcement (FDLE) is requesting replies from qualified, interested vendors with proven experience in hosting and operating systems which are substantially similar, as determined in FDLE's sole discretion, to the Florida Offender Alert System (FOAS) solution on a highly qualified computer based alerting system that meets all functional, technical, and security requirements specified by FDLE and current law.

### **1.2 RFP Goals**

The FDLE Divisions of Investigations and Forensic Science (IFS) and Information Technology Services (ITS) are charged with providing this system. The specific goal of this RFP is to award a contract for the hosting and operation of the FOAS to a responsible and responsive vendor whose proposal is determined in writing to be the most advantageous to the state, taking into consideration the price and other criteria set forth in this RFP.

### **1.3 Background**

Florida Statutes 775.21 and 943.0435 require certain criminals to register as sexual predators or offenders. The statutes further require FDLE to maintain this data and make it available to law enforcement and the public. The Florida Sexual Offender Predator System is used to maintain current information regarding registered sexual predators and offenders, and provides information to law enforcement and the public through the Internet.

The 2007 Florida Legislature passed SB1604 that amends Sections 775.21 and 943.0435 of the Florida Statutes. Included within this bill is a requirement for automatic notification of registration information regarding sexual predators and offenders to the public.

In October 2012, FDLE signed a contract with an information technology vendor to provide a service that would automatically notify the public of registration information regarding sex predators and sexual offenders in Florida. The current vendor operates an e-mail notification service that alerts citizens when registered sexual predators and offenders establish or change residences within a specified proximity of a given address of the citizen. The current e-mail notification service is referred to as the "Florida Offender Alert System" (FOAS) and will be referred to as such in this document.

As of July 2018, there are over 267,000 subscribers managed through the system and there have been over 3,630,320 e-mails sent in 2017. Annually, FOAS statistics show approximately 10,000 new subscribers and approximately 3.5 million e-mails sent through the system. The selected vendor should assume that the number of users and e-mails will continue at this current rate.

### **1.4 Disclosures**

Respondents will have the opportunity to submit a Proposal for a system solution.

FDLE is considering Proposals for Vendor hosted solutions (external/SAAS) at the Vendor site only.

FDLE prefers a Commercial Off the Shelf (COTS) product.

The Offender/Predator data for the State of Florida is the intellectual property of the FDLE.

The system shall be located at the current URL ([www.floridaoffenderalert.com](http://www.floridaoffenderalert.com)), and FDLE shall retain ownership of the domains.

The FDLE shall have exclusive ownership of any data entered into the system as a result of this solicitation, and any information derived from such data. Such data may include, but is not limited to, offender name, date of birth and address.

The Vendor will be expressly prohibited from using, modifying, or disclosing any of the FDLE's data, including derived data, unless further defined in the resulting Contract.

The Vendor will be expressly prohibited from using, modifying, sharing, selling or otherwise utilizing citizen e-mails addressed in this software and service.

### 1.5 Contract Term

The contract resulting from this solicitation is expected to begin upon last date signed and continue for a period of three (3) years following the final system acceptance date, regardless of the date on which final acceptance occurs. Upon final system acceptance, the three (3) year maintenance and support period shall take effect. The selected Vendor will be expected to be able to assume the responsibilities outlined herein upon Contract execution.

FDLE reserves the right, at its sole discretion, to renew the Contract resulting from this solicitation for up to three (3) one-year renewals. Renewal of the Contract shall be in writing and shall be subject to the terms and conditions set forth in the existing Contract. All renewals are contingent upon satisfactory performance by the Vendor and the availability of funds.

### 1.6 Definitions

**Agency (or Department):** The Florida Department of Law Enforcement, State of Florida governmental department, division, county, bureau, commission, district, municipality or other eligible entity.

**API:** Application Programming Interface.

**Business Day:** Monday through Friday excluding State of Florida recognized holidays.

**Business Hours:** 8:00 A.M. through 6:00 P.M., Eastern Time on Business Days.

**Confidential Information:** Information which is protected from disclosure as a public record by law including information which is named as "confidential" or "confidential and exempt".

**Contract:** A written agreement between the Agency and the Contractor, including all documents, exhibits and attachments specifying commodities or services to be performed or provided by the Contractor, billing rates for these services and the manner in which the Contractor shall be compensated

for these services, executed by both the Contractor and FDLE.

**Contract Manager:** The person designated by the FDLE who is charged with monitoring a contract through the term of the agreement and who is specifically responsible for enforcing performance of the contract terms and conditions, and maintaining all financial information (i.e., payment history, payment method, payment tracking, etc.). The Contract Manager serves as the liaison between the FDLE and the Contractor regarding performance issues contained in the contract.

**Contractor:** The person or entity that enters into a contract to provide commodities or contractual services to FDLE.

**COTS:** Commercial Off the Shelf products.

**Criminal Justice Information (CJI):** Data necessary for law enforcement agencies to perform their mission and enforce laws. Information can include biometric, identity history, person, organization, property, and case/incident history data. CJI also refers to data necessary for civil agencies to perform their mission, including data used to make hiring decisions.

**Day:** A calendar day.

**F.A.C:** Florida Administrative Code.

**FDLE:** The State of Florida, Department of Law Enforcement.

**F.S.:** Florida Statute.

**FOAS:** Florida Offender Alert System.

**Functional Requirements:** Business requirements pertaining to end users.

**ITS:** Information Technology Services.

**Offer:** A response to a solicitation that, if accepted, would bind the offeror to honor what was submitted.

**Non-Functional Requirements:** Requirements pertaining to information technology professionals (e.g. hardware, network, database, etc.).

**Product:** Any deliverable under the Contract, which may include commodities, services, technology or software.

**Proposal:** All materials submitted by a Vendor in response to this RFP.

**Property (test/form/item):** A quantitative or qualitative characteristic of an object (e.g. statistic, curriculum location, etc.).

**RDBMS:** Relational Database Management System.

**RFP:** Request for Proposal.

**Respondent:** The person, entity or Vendor submitting a Proposal in response to an RFP.

**Roll-Out:** Implementation of the system in accordance with a pre-determined schedule.

**SAAS:** Software as a service.

**Scope Change:** A change to the original boundaries of the project as defined by this solicitation, which affects the budget, schedule, and/or contract requirements.

**SOPS:** Sexual Offender and Predator System. A FDLE custom-developed computer application using an Oracle database (SQL Server) solution housing information regarding registered sexual predators and offenders in Florida.

**SOW:** Statement (or Scope) of Work.

**State:** The State of Florida.

**Subcontractor:** A person or entity contracting to perform any of the services listed in this SOW for compensation paid by the contractor. Subcontractors are contingent upon Agency approval.

**System:** The terminology used throughout this SOW to denote the proposed solution for the Florida Offender Alert System.

**Vendor:** Any firm, entity or person who submits a Proposal to the Department in response to this solicitation.

**Vendor Bid System (VBS):** The State MyFloridaMarketPlace e-Procurement system which allows all State of Florida Agencies to advertise solicitations and exceptional purchases. It also permits registered Vendors to receive automatic email notifications of solicitation advertisements, public meetings, addendums to solicitation, and exceptional purchases.

**Vendor Hosted System:** Proposed solution that is not housed on any FDLE premises.

**XML:** Extensible Markup Language.

## 1.7 Procurement Officer

Alan Herring  
Office of General Services  
Florida Department of Law Enforcement  
2331 Phillips Road  
Tallahassee, Florida 32308  
Email: [FDLEOGSContracts@fdle.state.fl.us](mailto:FDLEOGSContracts@fdle.state.fl.us)  
Phone: (850) 410-7300

**SECTION 2.0 – Schedule of Events**

Below is the timeline that represents the FDLE’s best estimate of the schedule that will be followed. If deviations from this schedule occur, the FDLE will publish an RFP addendum on the Vendor Bid System (VBS). No liability to the FDLE will result from such deviations. All required Vendor actions must be completed by the date and time in the schedule. All listed times are **Eastern Time (ET)** in Tallahassee, Florida.

<b>DATE</b>	<b>TIME</b>	<b>ACTIVITY/LOCATION</b>
August 23, 2018	4:00pm	FDLE Advertisement of RFP via State of Florida VBS
September 6, 2018	4:00pm	Submission Deadline for Vendors Written Questions FDLE Procurement Office via email: <a href="mailto:FDLEOGSContracts@fdle.state.fl.us">FDLEOGSContracts@fdle.state.fl.us</a>
September 20, 2018	TBD	FDLE’s Anticipated Answers to Vendors Questions via VBS
October 18, 2018	10:00am	Vendor Proposals Due
October 18, 2018	10:30am	Public Meeting Opening of Proposal Submissions: Office of General Services Florida Department of Law Enforcement 2331 Phillips Road Tallahassee, Florida 32308
November 9, 2018	11:00am	Evaluation Team Public Meeting / Dissemination of Technical Scores / Opening of Price Submissions: Florida Department of Law Enforcement 2331 Phillips Road Tallahassee, Florida 32308
TBD	TBD	FDLE’s Anticipated RFP Agency Decision / Intent to Award via State of Florida VBS

FDLE shall utilize the State of Florida, MyFloridaMarketPlace Vendor Bid System as the single resource for all Request for Proposals, Public Notice information in accordance with 28-102.001, F.A.C.

-End of Section-

## **SECTION 3.0 – RFP Process**

### **3.1 Solicitation Phase**

This Request for Proposal (RFP) is hereby advertised on the State of Florida VBS. To find the RFP or other related information, enter Agency “Department of Law Enforcement” and click on “Initiate Search” at the bottom of the web page. If unable to download the document(s), contact the FDLE Procurement Officer.

Section 120.57(3)(b), F.S., requires that a notice of protest of the solicitation documents shall be made within seventy-two (72) hours after the posting of the solicitation. Section 120.57(3)(a), F.S., requires the following statement to be included in the solicitation: “Failure to file a protest within the time prescribed in section 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under 120, F.S.”.

#### **A. Errors in RFP**

If a Respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Respondent shall immediately notify FDLE in writing of the error. FDLE will address and resolve major problems by way of an addendum. Minor problems will be addressed as a Question and Response, if applicable, or as an addendum, posted on the VBS.

If the RFP contains an error known to the Respondent or an error that reasonably should have been known, any response made without bringing the error to FDLE’s attention will be at the Respondent’s own risk. If the Respondent fails to notify FDLE of the error prior to submitting its Proposal and is awarded a Contract, the Respondent shall not be entitled to additional compensation or time by reason of the error or its later correction.

#### **B. PUR 1001 – General Instructions to Respondents**

[http://www.dms.myflorida.com/content/download/2934/11780/PUR\\_1001\\_General\\_Instructions\\_to\\_Respondents.pdf](http://www.dms.myflorida.com/content/download/2934/11780/PUR_1001_General_Instructions_to_Respondents.pdf)

The State of Florida General Instructions to Proposers (PUR 1001) are hereby referenced and incorporated in their entirety into this RFP. Potential Respondents to the solicitation are encouraged to carefully review all materials contained herein and prepare responses accordingly. There is no need to return this document (PUR 1001) back to the FDLE. Instructions contained within this FDLE RFP supersede any General Instructions to Respondents otherwise duplicated herein.

#### **C. Restriction on Communications**

Respondents responding to this solicitation or persons acting on their behalf, may not contact, between the release of this solicitation and the end of the seventy-two (72) hour period following FDLE 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 named above. Violation of this provision may be grounds for rejecting a Proposal.



#### D. Vendor Questions

Questions relevant to this RFP are invited and should be submitted in written form (e-mailed) utilizing the Question Submittal Form (**Attachment A**) to the Procurement Officer. Questions must be received by the FDLE Procurement Officer on or before the date and time identified in the Schedule of Events (Section 2.0). FDLE recommends that Respondents confirm receipt of questions submitted.

Responses to all questions will be posted on the VBS in accordance with the Schedule of Events. The written response posted on the VBS is the **ONLY** official response. Oral responses that differ from the written responses must be considered invalid. **It is the responsibility of the Respondent to monitor the VBS, as no additional notification will be provided when responses to questions are posted.**

Public record requests submitted as part of a Question during the period identified above, as well as, identified/marked public record requests, will be answered as promptly as possible in the ordinary course of business, but will not necessarily be answered as part of the Question and Response process. Responses to public record requests will be furnished to the Respondent or other person making the request only.

#### E. Addenda

FDLE reserves the right to amend this RFP. Addenda or clarifications to this RFP will be posted on the VBS along with an Addenda Acknowledgement Form. The Addenda Acknowledgement Form that is issued with each posting shall be signed by an individual authorized to bind the Vendor, dated, and submitted with the Proposal. **It is the Vendor's responsibility to monitor the VBS for any solicitation notifications.**

#### F. MyFloridaMarketPlace Registration

Each Vendor desiring to sell commodities or contractual services as defined in Section 287.012, F.S. to the State of Florida through the on-line procurement system, shall register in the MFMP system. Prior to entering into a Contract with FDLE; the selected Vendor must be registered with the MFMP [Vendor Information Portal](#). Information about the registration process is available, and registration may be completed, at the MFMP website at [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace). A Vendor not currently registered in the MFMP system and is noticed as the intended awardee shall register within three (3) days after posting of the intent to award.

Vendors should register for the following United Nations Standard Products and Services (UNSPSC) Class/Group Commodity Codes pertaining to this procurement:

- 43232701 Application Server Software
- 43233501 Electronic Mail Software
- 80172000 Professional Communication Services
- 81112200 Software Maintenance and Support
- 81112501 Computer Software Licensing Services

- 81161700 Telecommunication Services

#### **G. Florida Substitute Form W-9 Process**

The State of Florida, Department of Financial Services (DFS) requires all Vendors that conduct business with the state, submit an electronic Substitute Form W-9. Responding Vendors shall utilize the [DFS Substitute Form W-9 Verification website](https://flvendor.myfloridacfo.com) to submit their Substitute Form W-9 electronically at <https://flvendor.myfloridacfo.com>. DFS must have the correct Taxpayer Identification Number (TIN) and other related information in order for a Vendor to receive payments from the state. Contact the DFS Customer Service Desk at (850) 413-5519 or [FLW9@myfloridacfo.com](mailto:FLW9@myfloridacfo.com) for additional assistance if required.

#### **H. Vendor Diversity**

The State of Florida is committed to supporting its diverse business industry and population by providing opportunity for minority, women, and veteran business enterprises in all its solicitations. Vendors are encouraged to contact the Department of Management Services (DMS), Office of Supplier Diversity (OSD) at (850) 487-0915 / [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com) for information on becoming a Certified Business Enterprise (CBE) or for a listing of existing businesses that may be available for subcontracting or supplier opportunities. A directory of Florida CBE's is also available at <https://osd.dms.myflorida.com/directories>.

#### **I. Subcontractors**

The awarded Vendor will be allowed to subcontract for any of the services to be provided through the resulting Contract; however, each Vendor must obtain FDLE's prior written approval. The awarded Vendor will be the prime service provider and shall be responsible for all work performed and all Contract deliverables. Therefore, the proposed use of subcontracts should be included in the Vendor's Proposal on **Attachment B**. Requests for use of subcontractors received subsequent to the RFP process are subject to review and approval by FDLE.

FDLE supports diversity in its procurement program and requests that any or all subcontracting opportunities afforded by this Contract embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Vendors may contact the DMS, Office of Supplier Diversity for additional information.

#### **J. Scrutinized Company List**

Pursuant to subsection 287.135 F.S., at the time a Respondent submits a Response or before entering into a contract where the value exceeds \$1 million, the Respondent or Contractor must certify that the company is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria.

Before entering a contract of any value, the Respondent or Contractor must certify that the company is not participating in a boycott of Israel and is not on the Scrutinized Companies that Boycott Israel List.

Pursuant to subsection 287.135(3)(c) F.S., FDLE may immediately terminate any contract for cause if the Contractor is found to have submitted a false certification under subsection 287.135(5) F.S., or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; is placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria during the term of the Contract.

Respondents should include the **Attachment C** to evidence this certification with their Response.

#### **K. Federal Excluded Parties List**

A Respondent or subcontractor(s) that, at the time of bidding or submitting a Proposal for a new contract or renewal of an existing contract is on the Federal Excluded Parties List, is ineligible for, and may not bid on, submit a Proposal for, or enter into or renew a contract with an agency for goods or services, if any federal funds are being utilized.

#### **L. Conflict of Interest / Statement of No Involvement**

Respondent, Contractor, subcontractors and individuals that have assisted in preparation of the RFP or with project management oversight are precluded from bidding or preparing a Proposal for this solicitation.

The Respondent and/or Contractor shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Respondent and/or Contractor. No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department or the State of Florida.

The Contractor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this Contract.

All Respondents submitting a Proposal to this RFP, their subcontractors, and each party identified in a joint-venture Proposal, should complete and execute **Attachment D: Conflict of Interest Disclosure / Statement of No Involvement**, and return with their Proposal submittal.

#### **M. Definition of Requirements**

Within this RFP, the use of "shall", "will" or "must" indicates a mandatory requirement or mandatory action. FDLE may consider failure to meet a mandatory requirement to be a material deficiency, in which case FDLE may reject the Proposal and not consider it further, or FDLE may have the option to score that requirement with a zero (0).

The use of terms such as "should," "may," "would like," "desires," "prefers," or "is interested in," indicates a desired requirement. FDLE will not reject a Proposal just because it fails to meet a desired requirement and may result in a lower score for that requirement.

## N. Execution of Proposal

The Vendor's Proposal shall contain a signed and completed **FDLE Acknowledgment Form**. The Proposal must contain the original signature of an authorized representative who can legally bind the Respondent in a contractual obligation. The Proposal should be typed.

The Proposal should provide a cover letter that identifies the submission as:

### **Florida Offender Alert System (FOAS)**

The cover letter should identify the Vendor, its address, telephone number, fax number, e-mail address, and the name and title of the authorized representative submitting the Response.

Two (2) or more firms may submit a joint Proposal in response to this RFP. If a joint Proposal is submitted, the Proposal shall fully define the responsibilities that each firm is proposing to undertake. One of the firms submitting a joint Proposal shall be designated as the primary firm and complete the **FDLE Acknowledgement Form**. All firms and their authorized representatives shall be identified in the cover letter, and authorized representatives of all firms shall sign the cover letter. Any Contract resulting from the joint Response shall be signed by principals or officers of each firm. FDLE shall hold all firms jointly and severally responsible for carrying out all activities of the procurement process and the Contract.

## O. Proposal Submission Format

The instructions for this solicitation have been designed to help insure that all Proposals are reviewed and evaluated in a consistent manner, as well as to minimize costs and response time. Any and all information submitted in variance with these instructions is subject to not being reviewed or evaluated.

Proposals will be divided into three Volumes for the FDLE's consideration:

- VOLUME ONE: Technical Proposals
- VOLUME TWO: Administrative Qualification Documents
- VOLUME THREE: Price Proposal

**The Responding Vendor's SEALED VOLUME ONE: Technical Proposal, Technical Proposal copies and SEALED VOLUME TWO: Administrative Qualification Documents must be packaged and sealed separately from SEALED VOLUME THREE: Price Proposal.** Each package should be addressed to the Procurement Officer and display the following information: Responding Vendor name; Solicitation number; Solicitation title; Proposal due date; and designation as VOLUME ONE: Technical Proposal and VOLUME TWO: Administrative Qualification Documents, and VOLUME THREE: Price Proposal as indicated in this section:

**Attention:** Alan Herring  
FDLE Off-Site Mail Facility  
C/o Florida Department of Law Enforcement Headquarters  
813B Lake Bradford Road  
Tallahassee, Florida 32304

**Responding Vendor Name**

**Solicitation Number: FDLE RFP 1901**

**Title: Florida Offender Alert System (FOAS)**

**Proposal Opening: October 18, 2018**

**VOLUME ONE: TECHNICAL PROPOSAL AND VOLUME TWO: ADMINISTRATIVE QUALIFICATION DOCUMENTS**

**VOLUME THREE: PRICE PROPOSAL**

Proposals should be formatted as follows:

**1. TECHNICAL PROPOSAL SUBMISSION (VOLUME ONE)**

Vendors should submit their Technical Proposal to include:

- a. One (1) original paper/hard bound response, clearly marked "ORIGINAL".
- b. Four (4) copies paper/hard bound response, clearly marked "COPY".
- c. Five (5) electronic responses submitted via CD, DVD-ROM or USB drive. Electronic files should be logically named and easily mapped to the hard bound submittal.
- d. Utilizing 8.5" x 11" paper. If the Technical Proposal is submitted in a binder, the binder should be clearly labeled on the front cover and spine. All pages should be consecutively numbered.
- e. If applicable, One (1) REDACTED paper/hard bound proposal with accompanying CD, DVD-ROM or USB Drive as described in Section 3.1(S).
- f. Utilizing individual section tabs as outlined below:

<b>TECHNICAL PROPOSAL SUBMISSION LAYOUT</b>	
<b>Tab 1</b>	<p><b><u>PROPOSAL COVER LETTER</u></b></p> <p>Vendors should provide a cover letter, identifying the RFP # and the Technical Submission as specified in <b>Section 3.1 (N)</b>.</p> <p><b><u>LIST OF SUBCONTRACTORS (Attachment B)</u></b></p> <p>Vendors should include a summary of product or services to be provided for each subcontractor identified (if applicable).</p>
<b>Tab 2</b>	<p><b><u>CORPORATE CAPABILITIES</u></b></p> <p><b>1. Background:</b></p> <p>Include details of the firm's size and resources. This background information should include date established, firm size, resources, ownership, total number of employees and total number of key personnel engaged in activities relevant to this RFP.</p>

	<p><b>2. Relevant Experience:</b> Vendor shall describe prior experience with project(s) involving the hosting and operating of similar solutions on an alerting system that meets all functional, technical, and security requirements specified in this RFP. Proposer shall include three (3) projects and limit descriptions to no more than three (3) pages per project. Projects should have been worked in the last five (5) years. One (1) project should be a governmental entity of similar scope.</p> <p><b>3. Qualifications of Key Personnel:</b> Vendor should provide the names of key personnel on the Proposer’s team, as well as a resume for each individual and description of the functions and responsibilities of each key person relative to the task to be performed, and the approximate percent of time to be devoted exclusively for this project prior to and at the completion of implementation.</p>
<p><b>Tab 3</b></p>	<p><b><u>PROPOSED SOLUTION</u></b> Vendors should provide a description of the proposed Florida Offender Alert System, to include:</p> <ol style="list-style-type: none"> <li>1. How the proposed system will meet or exceed the specifications set forth in Attachment E – Technical Specifications Section A.1;</li> <li>2. How the proposed system will meet or exceed the specifications set forth in Attachment E – Technical Specifications Section A.2;</li> <li>3. Any added customizations or configurations offered to enhance the Florida Offender Alert System within the base price offered in Attachment I - Price Proposal;</li> <li>4. Any key features or services that distinguish your solution from other Offender Alert Systems;</li> <li>5. Number of successful implementations of the proposed or similar alert systems by the Vendor; and</li> <li>6. Scalability in the event that user volume increases significantly.</li> </ol>
<p><b>Tab 4</b></p>	<p><b><u>IMPLEMENTATION SERVICES</u></b> Vendors should describe how they propose to implement the Florida Offender Alert System for FDLE. The Vendor should describe:</p> <ol style="list-style-type: none"> <li>1. Recommended implementation approach, timeline and rationale;</li> <li>2. Relevant experience of Project Manager that will be used for implementation; and</li> <li>3. Progression of test scenarios to ensure the proposed Offender Alert System meets the Department’s functional requirements and stress testing.</li> </ol>
<p><b>Tab 5</b></p>	<p><b><u>MAINTENANCE AND SUPPORT</u></b> Vendors should provide a Maintenance and Support Plan for the proposed Florida Offender Alert System. Vendor should describe:</p> <ol style="list-style-type: none"> <li>1. Details of the support plan, post implementation. Provide proposed hours and access channels (online chat, telephone, email, etc.), general procedures, roles and</li> </ol>

	<p>responsibilities of all affected parties, escalation path and timelines for issue resolution, service level agreements with identified roles and responsibilities of all affected parties, and ability to deploy resource onsite within agreed upon timeframes, as well as customer support physical locations;</p> <ol style="list-style-type: none"> <li>2. Business continuity and disaster recovery services or strategies and a process for routinely reporting to FDLE the actual service delivered should the proposed Florida Offender Alert System suffer an interruption in service;</li> <li>3. Procedure for enhancements and upgrades; and</li> <li>4. The Vendor system support should not be dependent upon FDLE's IT staff for resolution of user issues that arise from the normal use of the vendor system.</li> </ol>
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**Failure of the Vendor to provide any information required in the Technical Response portion of their Proposal may result in a score of zero (0) for that element of the evaluation.**

**2. ADMINISTRATIVE QUALIFICATION DOCUMENTS SUBMISSION (VOLUME TWO)**

Vendors should provide their Administrative Qualification Documents as follows:

- a. One (1) original paper/hard bound response.
- b. One (1) electronic response submitted via CD, DVD-ROM or USB drive. Electronic files should be logically named and easily mapped to the hard bound submittal.
- c. Utilize individual section tabs as outlined below:

<b>ADMINISTRATIVE QUALIFICATION SUBMISSION LAYOUT</b>	
<b>Tab 1</b>	<p><b>Respondents must complete and submit the required Forms, below:</b></p> <ol style="list-style-type: none"> <li>1. FDLE Acknowledgement Form</li> <li>2. Pass / Fail Requirements Form (<b>Attachment F</b>)</li> <li>3. Certification of Drug-Free Workplace Program (<b>Attachment G</b>)</li> <li>4. No Conflict of Interest / Statement of No Involvement Certification (<b>Attachment D</b>)</li> <li>5. Addenda Acknowledgement Form (if applicable)</li> <li>6. Scrutinized Companies Certification (<b>Attachment C</b>)</li> <li>7. Any Additional Certifications (if applicable)</li> </ol>
<b>Tab 2</b>	<p><b><u>LITIGATION</u></b></p> <p>Vendors must list and summarize any pending or threatened litigation; administrative or regulatory proceedings; or similar matters that could materially affect the Vendor or that could materially affect the Vendor's ability to service FDLE. In addition, the Vendor must describe any administrative or civil litigation involving the Vendor and any State or Federal entity in the last three (3) years.</p>
<b>Tab 3</b>	<p><b><u>REFERENCES</u></b></p> <p>Vendor must provide three (3) references for the projects identified in response to Relevant Experience. References must be listed on <b>Attachment H</b>, Respondent Reference Form and included in this section.</p>

### **3. SEALED PRICE PROPOSAL SUBMISSION (VOLUME THREE)**

- a. One (1) original paper/hard bound response.
- b. One (1) electronic response submitted in CD, DVD-ROM or USB drive. Electronic files should be logically named and easily mapped to the hard bound submittal.
- c. The prices provided shall include the cost of all things necessary to accomplish the services outlined in **Attachment E – Technical Specifications**, and the Vendor’s response hereto, including, but not limited to, the Vendor furnishing Florida Offender Alert System (FOAS); MFMP transaction fees; miscellaneous expenses; and the application of all multiples (i.e. overhead, fringe benefits, etc.); travel and incidental expenses. Prices shall be provided on **Attachment I**. Failure by the Vendor to provide pricing on **Attachment I**, may result in the Proposal being deemed non-responsive and therefore, the Proposal may be rejected. Footnotes, notations, and exceptions made to **Attachment I** may not be considered.

#### **P. Proposal Opening**

The Proposal opening will be held at the time, date and location specified in the Schedule of Events.

The name of all Vendors submitting Proposals shall be made available to interested parties upon written request to the Procurement Officer. Any person with a qualified disability shall not be denied equal access and effective communication regarding any documents or attendance at any related meeting or Proposal opening.

The contents of Proposal submissions are not public records subject to provisions of section 119.07(1), F.S., until the Agency posts a Notice of Intended Agency Decision, or thirty (30) days after opening the final competitive Proposals, whichever is earlier, and therefore will not be available for immediate review by the public.

#### **Q. Cost of Preparing a Vendor Proposal**

FDLE is not liable for any costs incurred by a Vendor in responding to this RFP, including but not limited to: site visits, presentations, conferences, copying, printing, travel, etc. All costs associated with a Proposal to this RFP will be the responsibility of the Vendor.

#### **R. Proposal as Part of the Contract**

This RFP and the successful Vendor’s Proposal will be incorporated into the Contract.

#### **S. Vendor’s Duties to Assert Exemption from Disclosure as a Public Record**

Any Proposal content submitted to FDLE which is asserted to be exempted by law from disclosure as a public record shall be clearly marked “exempt,” “confidential,” or “trade secret” (as applicable), with the statutory basis for such claim of exemption specifically identified in writing on each and every such page. Failure to segregate and so clearly identify any such content shall constitute a waiver of any claimed exemption as applied to the portion of the Proposal or other document in which the content is set forth.



An entire page or paragraph in which such information appears should not be marked "EXEMPT", "confidential" or "trade secret" unless the entire page or paragraph consists of such confidential information. Only the confidential portions(s) should be identified and marked. Vendors are to indicate where confidential information begins and ends.

Any claim of exemption from public disclosure is waived upon submission, unless addressed as set forth above. FDLE will attempt to afford protection from disclosure of any trade secret as defined in Section 812.081(1)(c), F.S., or Section 688.002, F.S., where identified as such in the Proposal, to the extent permitted under Section 815.045, F.S., and Chapter 119, F.S. Each Responding Vendor acknowledges that the protection afforded by Section 815.045, F.S., is incomplete, and hereby agrees that no remedy for damages may arise from any disclosure by FDLE.

It will be the responsibility of the Vendor to defend the confidentiality of its trade secrets through the judicial process.

FDLE takes its public records responsibilities under chapter 119, F.S., and Article I, Section 24 of the Florida Constitution, very seriously. If a Vendor considers any portion of the documents, data or record submitted in response to this solicitation to be exempted by law from disclosure as a public record, the Vendor must also provide FDLE with a separate Redacted Copy of its Proposal, in hard copy and on a CD, DVD-ROM or USB flash drive, at the time of Proposal submission in accordance with Section O (1) of this RFP.

This Redacted Copy should contain FDLE's solicitation name, number, and the name of the Responding Vendor on the cover, and should be clearly titled "**Redacted Copy.**" The Redacted Copy must be provided to FDLE at the same time the Vendor submits its Proposal and must only exclude or obliterate those exact portions which are exempted by law from public disclosure.

**IF A VENDOR FAILS TO SUBMIT A REDACTED COPY WITH ITS PROPOSAL AS DESCRIBED HEREIN, FDLE IS AUTHORIZED TO PRODUCE THE ENTIRE DOCUMENT(S), DATA OR RECORDS SUBMITTED BY THE VENDOR IN ANSWER TO A PUBLIC RECORDS REQUEST.**

**THE STATE OF FLORIDA DOES NOT CONSIDER PRICE TO BE CONFIDENTIAL.**

**T. Withdrawal of Proposal**

Responses submitted on or before the Proposal due date may be withdrawn, amended or replaced with another Proposal up until the Proposal due date and time. Responses withdrawn prior to the Proposal Opening date and time will be returned, unopened to the Respondent at the Respondent's expense.

**U. Firm Response**

Vendor submitted Responses shall remain firm and valid until a contract is fully executed.

**V. Reserved Rights**

FDLE reserves the right to:

1. Amend this RFP.
2. Waive minor irregularities in submitted Proposals.
3. Conduct a Proposal Clarification Process to cure deficiencies not directly related to Technical Specifications of the RFP.
4. Accept or Reject any or all Proposals received in whole or for a specific Part.
5. Re-Solicit for new Proposals.
6. Abandon the need for such commodities and services.
7. Request additional information to assess a Vendor's capabilities.
8. Exercise all, part, or none of the renewal options.

### **3.2 Technical Proposal Administrative Review**

#### **A. Non-Responsive Proposals**

Each Vendor shall submit a Proposal that meets all material requirements of this RFP. FDLE reserves the right to determine whether the Proposal meets the material requirements as outlined in the RFP solicitation. Material requirements of this RFP are those without which adequate analysis and comparison of Proposals is impossible, or those that affect the competitiveness of Proposals. FDLE seeks to maximize competition and reserves the right to seek clarification from responding Vendors to obtain non-material information to complete a responsiveness review. Failure of a Vendor to provide required information may cause a Vendor to be deemed Non-Responsive and therefore be disqualified from further consideration.

Non-Responsive Proposal may include, but are not limited to, those which:

1. Fail to utilize, complete, and/or submit the mandatory prescribed forms;
2. Fail to answer yes to each of the Pass / Fail Requirements (**Attachment F**);
3. Include terms and conditions contrary to the requirements of this solicitation;
4. Do not contain authorized signatures;
5. Contain Technical or Proposal information contrary to those outlined in this RFP; and
6. Are not in conformance with the requirements and instructions contained herein.

**A NON-RESPONSIVE PROPOSAL WILL NOT BE CONSIDERED UNLESS, AT FDLE'S DISCRETION, THE DISCREPANCY DOES NOT PREVENT REVIEW OF THE PROPOSAL BY FDLE AND CAN BE EASILY AND QUICKLY REMEDIED.**

#### **B. Minor Irregularities**

FDLE reserves the right to wave minor irregularities in a Proposal. A minor irregularity is a variation of a technical nature to this RFP which does not affect the price of the Proposal or give the Vendors a substantial or unfair advantage over other Vendors. At its sole discretion, FDLE may request a Vendor to provide clarifying information or additional materials to correct a minor irregularity. However, FDLE will not request, and the Vendor shall not provide, additional materials that affect the price of the Proposal or give the Vendor an advantage or benefit not provided to all responding Vendors.

#### **C. Clarification Requests (CR)**

Throughout the solicitation process, FDLE may request clarification(s) of uncertainties, or to

eliminate confusion concerning the contents of a Proposal, or ambiguous or inconsistent information in submitted Responses, using the following process:

If FDLE detects an ambiguity or inconsistency within a Proposal, the FDLE Procurement Officer or designee will request clarification utilizing a CR describing the ambiguity or inconsistency.

Respondents are cautioned that FDLE will not generate a CR for an omission, even of a mandatory topic or mandatory requirement. FDLE may reject a Proposal that omits a mandatory topic or requirement or may score with zero (0) points.

The FDLE Procurement Officer or designee will coordinate with Respondents a time for responses to all CRs to be submitted.

Within twenty-four (24) hours, unless another timeframe is authorized by the FDLE Procurement Officer or designee, of the conclusion of the conference call, meeting or written request by which the CR is communicated, the Respondent shall send to the FDLE Procurement Officer or designee (by e-mail) the written Clarification Request Responses (CRR) with a letter binding the Respondent to the contents of the CRR and signed by an individual authorized to bind the Respondent. The Respondent should confirm receipt of the CRR by FDLE. FDLE will ignore oral discussions, and any written material that does not respond directly to a CR.

FDLE will use the written CRR to update the Respondent's Proposal. An unresolved CR may result in an Evaluator scoring a Respondent's Proposal lower.

FDLE will not generate a Clarification Request for omissions in the Proposal; THEREFORE DO NOT RELY ON CLARIFICATION REQUESTS TO IDENTIFY DEFICIENCIES.

Clarification Request Responses are restricted to information that responds directly to a Clarification Request; therefore Respondents should not submit information that does not respond directly to a CR in the written CRR. If a Respondent does submit new information that does not directly respond to the CR, FDLE will not evaluate it. Clarifications may not result in a material or substantive change to the Respondent's Proposal.

#### **D. Disqualification for Non-Responsibility**

FDLE reserves the right to utilize sources other than those identified by the Vendor to obtain additional information regarding the prospective vendor's capability of fully performing a contract for the services outlined in this RFP as well as its integrity and reliability to assure good faith performance. Information obtained from additional sources may be used to determine whether the Vendor is a Responsible Vendor. FDLE will reject the Proposal submitted by any Vendor deemed not to be a Responsible Vendor.

Such additional sources may include, but are not limited to, news sources; court filings; internet searches; and online-reports available from state or federal agencies. Factors that may result in finding that the prospective Vendor is not a Responsible Vendor include, but are not limited to, filing for bankruptcy or insolvency; conviction of a crime by any corporate officer involving fraud; dishonesty, unfair or deceptive trade practices; bid or price fixing; or any other offense related to corporate business practices or having a contract with any state or governmental entity terminated for breach or for failure to perform within the past three (3) years.

**E. Less than Two Responsive Proposals**

In the event that FDLE receives less than two (2) Responsive Proposals, FDLE may negotiate the best terms and conditions with the single Responsive Vendor.

**F. Proposal Qualification Process**

1. Initial Review

The Department will conduct an Initial Review to determine Responsiveness. The Department will verify that the Vendor’s Proposal is submitted in accordance with Section 3.1 (O) and contains all required documents and files.

2. Pass / Fail Requirements

Respondents will be required to answer all Pass / Fail Requirements questions in **Attachment F**. All Pass / Fail Requirements questions must be completed and answered “yes” for the Respondent to be eligible to proceed to the Technical Proposal Evaluation. After this determination, the Department will conduct an evaluation of the Technical Proposals.

**3.3 Evaluation Process**

Proposal scoring, as described in this section, is designed to determine which Proposal offers the best apparent solution and greatest overall benefits to the state. FDLE will combine the points for the Technical Proposal Evaluation and Price Proposal to determine the total score for each eligible Proposal.

<b>Evaluation Criteria</b>	<b>Maximum Points Available</b>
<b>1. Technical Proposal</b>	<b>80</b>
<b>Corporate Capabilities</b>	<b>15</b>
<b>Proposed System</b>	<b>30</b>
<b>Implementation Services</b>	<b>15</b>
<b>Maintenance and Support</b>	<b>20</b>
<b>2. Price Proposal</b>	<b>10</b>
<b>Total Possible Points for Vendor Proposal</b>	<b>90</b>

**A. Proposal Evaluation Process**

FDLE’s Evaluation Team will consist of at least three (3) persons who collectively have experience and knowledge in the program areas and service requirements to conduct a comprehensive, fair and impartial evaluation of all Responses received in response to this RFP.

Vendors are responsible for thoroughly reviewing all of the RFP requirements to ensure that their proposed approach is fully compliant with the RFP requirements and thereby avoid the possibility of being deemed non-responsive, scored lower, or having zero (0) points assigned.

## B. Technical Proposal Evaluation

Respondents will submit sealed Technical Proposals.

Responses will be evaluated using the criteria set forth in this section. Evaluators will score each criterion within each numbered Tab of the Technical Proposal (Tabs 2-5) using a scoring scale of 0-5 points. The total possible points which may be earned for each Tab of the Technical Proposal may be viewed in the Table in Section 3.3. The scoring scale is based on the description provided in the Table within this section.

Evaluators will not search through the Responses for information that is missing from a section being reviewed, so it is important for the Vendor to carefully follow the RFP organization and contents specified for Responses in Section 3.1. FDLE will attempt to clarify ambiguous or inconsistent information with a Clarification Request(s). In response to a Clarification Request, FDLE will not allow or evaluate any information that does not respond directly to the Clarification Request.

Evaluation Team members will independently assign a score, using no fractions or decimals, for responses to requirements specified in FDLE's **Attachment E – Technical Specifications** and other information specified in the RFP Section, Technical Proposal.

The Request for Proposal (RFP) is not a negotiable solicitation. Technical Proposals cannot be negotiated with a vendor during the solicitation process nor post award contract process.

<b>Description</b>	<b>Scoring Scale (whole numbers only)</b>
The Proposal for this criterion meets and exceeds FDLE's specifications, demonstrates and/or indicates extensive competence, proven capabilities, an outstanding approach to the subject area, innovative, practical and effective solutions, a clear and comprehensive understanding of the requirements and/or planning for the unforeseen. The Evaluator could not find any significant limitations or concerns.	<b>Excellent 5</b>
The Proposal for this criterion meets FDLE's specifications, demonstrates and/or indicates clear competency, consistent capability, a reasoned approach to the subject area, feasible solutions, and/or a sound understanding of the requirements. The Evaluator found only minor limitations or concerns.	<b>Good 4</b>
The Proposal for this criterion meets some of FDLE's specifications, demonstrates and/or indicates a fundamental competency, adequate capability, basic approach to the subject area, apparently feasible but somewhat unclear solutions, a fair understanding of the requirements and/or a lack of sufficient experience in some areas. The Evaluator found notable limitations or concerns.	<b>Fair 3</b>
The Proposal for this criterion demonstrates and/or indicates a minimal capability, an inadequate approach to the subject area, infeasible and/or ineffective solutions, a lack of understanding of the requirements and/or a lack of demonstrated experience and skills. The Evaluator found serious flaws and concerns.	<b>Poor 2</b>

The Proposal for this criterion demonstrates and/or indicates a significant or complete lack of understanding, an incomprehensible approach, and/or a significant or complete lack of skill and experience.	<b>Insufficient 1</b>
The Proposal for this criterion was found by the Evaluator to be so severely flawed for this criterion as to render an essential element of the criterion unworkable or not addressed at all.	<b>Fail 0</b>

### 3.4 Price Proposal

Respondents will submit sealed Price Proposals.

The Department will take the following steps upon opening Vendor Price Proposals.

- A. Confirm that the Proposal includes a Fixed Price per Deliverable.
- B. Confirm that the Proposal is submitted using the Department's Price Proposal (**Attachment I**)
- C. Confirm that prices are clear and unambiguous.
- D. Check the arithmetic in the Price Proposal and conduct a Clarification Request for any computational or transfer errors noted.
- E. Confirm that the Vendor has not submitted any Technical Proposal information, Vendor assumptions, changes or additional terms and conditions.
- F. The maximum available points available (see Section 3.3), will be awarded to the Vendor with the lowest Price Proposal.

The remaining Responses from all other Vendor's will be awarded a pro rata portion of points, rounded to the nearest full number, based on the following formula:

$$(M \times L) / A = P$$

M = Maximum Points Available for the Price Proposal

L = Lowest responsive Price Proposal

A = Actual Price Proposal for each of the other responding Vendors

P = Points Awarded to each of the other responding Vendors

-End of Section-

## SECTION 4.0 – AWARD PROCESS

### 4.1 Identical Proposals

When evaluating Bidder responses to solicitations where there is identical pricing or scoring from two or more Bidders, the Department shall determine the order of award in accordance with Sections 287.057 (11), 287.082, 287.084, 287.087 and 287.092, F.S.

- **CERTIFIED MINORITY BUSINESS ENTERPRISE**

Pursuant to Section 287.57(11) F.S., if two equal Bids are received and one Bid is from a certified minority Business Enterprise, the Department must contract with the Certified Minority Business Enterprise. Bidders must provide a copy of this certification in their Bid response.

- **CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM (Attachment G)**

To be considered for the drug-free workplace program preference, Bidders must provide certification that it has implemented a drug-free workplace program in accordance with 287.087.F.S. Submission of **Attachment G** not required, but recommended.

### 4.2 Contract Award

The Department intends to award a Contract to the responsive and responsible Vendor with the highest cumulative total points for the evaluation criteria specified herein.

### 4.3 Notice of Agency Decision

FDLE will post a Notice of Intended Agency Decision on the VBS for seventy-two (72) hours. It is the responsibility of Respondents to monitor the VBS web site, as no additional notifications will be provided.

Notice of Agency Decision does not guarantee an award of a Contract. An award from this RFP does not guarantee execution of a Contract and execution of a Contract does not guarantee an order for commodities and services from the State.

-End of Section-

## SECTION 5.0 – SPECIAL CONDITIONS

### 5.1 Standard Contract Provisions

A draft Contract is provided as **Attachment J**. Respondent should scrutinize the Draft Contract provided. NOTE: Respondents **should not** submit additions, objections, or modifications with their Proposal submission.

### 5.2 Contract Approval

This RFP does not, by itself, obligate the State. The State's obligation will commence when the Contract is signed by the FDLE agency head or approved designee. Upon written notice to the Contractor, FDLE may set a different starting date, from the date last signed for the Contract. FDLE will not be responsible for any work done by the Contractor, even work done in good faith, if it occurs prior to the Contract start date or approved signatures by both parties, whichever is later.

Unless otherwise agreed to in writing, from the date of receiving the final Contract, the successful Respondent shall have ten business days to execute and return the Contract as tendered to it by FDLE (10 business days from the date it was delivered to the successful Respondent by FDLE).

### 5.3 System and Proprietary Software License

The successful vendor (Contractor) shall grant or obtain in the name of the State a perpetual, non-revocable, non-transferable, and non-exclusive license to use the software and the documentation thereto for the system provided hereunder. The license shall not be limited as to number of users or numbers and types of hardware devices or software operating systems used or authorized by the State. Notwithstanding the foregoing, the State acknowledges that its use of "software as a service" (SAAS) or "commercial off-the-shelf" (COTS) licensed software and other pre-existing commercial software provided under this Agreement as part of the System provided hereunder, is subject to the terms, conditions, use limitations and license terms contained in the SAAS or COTS license accompanying the software or the end-user licensing agreement required by the licensor as a precondition to the use of the pre-existing commercial software by the State. The State acknowledges that the terms of such licensing agreements may differ from the foregoing provision. The documentation that the contractor must furnish shall include all operator and user manuals, training materials, programmer reference manuals, system administration guides, listings, specifications, and other materials for the proper and successful use of the Software.

The contractor shall deliver to the State three (3) copies of the documentation. The State shall have the right, as part of the license granted hereunder, to make as many additional copies of the custom documentation specifically developed by the contractor for the System which will be delivered under this contract as the State deems necessary. The State acknowledges that SAAS or COTS licensing and other licensing agreements for pre-existing commercial software contain provisions relating to the licensed use of documentation accompanying the software with which the State hereby agrees to comply.

Any copies of the Software and documentation which the State acquires pursuant to the contract shall bear the copyright, trademark, and other proprietary notices included therein by the contractor, and except as provided by law or authorized in the contract.



#### 5.4 Contract Order of Precedence

All Responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- A. FDLE Contract Document with Standard Terms and Conditions (**Attachment J**);
- B. Any Addenda to the RFP;
- C. Original RFP Technical Specifications (**Attachment E**);
- D. RFP Additional Contract Conditions;
- E. State of Florida General Conditions (PUR 1000);
- F. State of Florida General Instructions to Vendors (PUR 1001);
- G. Vendor Proposal to the RFP.

Failure to comply with terms and conditions found in this solicitation or incorporated by reference, including those specifying information that must be submitted with a Proposal, may result in rejection of a Proposal.

-End of Section-

## **SECTION 6.0 – ATTACHMENTS**

Attachment A – Question Submittal Form

Attachment B – List of Subcontractors

Attachment C – Scrutinized Companies Certification

Attachment D – Conflict of Interest / Statement of No Involvement

Attachment E – Technical Specifications

Appendix A – Website References

Attachment F – Pass / Fail Requirements

Attachment G – Certification of Drug Free Workplace Program

Attachment H – Respondent Reference Form

Attachment I – Price Proposal

Attachment J – FDLE Contract Document

Appendix A – Deliverable Acceptance Form

Appendix B - Project Change Request Form

Appendix C – Information Systems Security Addendum

-End of Section-

**ATTACHMENT A**

**QUESTION SUBMITTAL FORM**

Each Respondent should submit its question in this format provided. Questions shall be submitted in accordance with the instructions provided in Section 3.1(D) of this RFP. This form may be expanded as needed to facilitate response to this requirement.

Vendor Name: \_\_\_\_\_

Question Number	ITN Section Number	ITN Page Number	Question/Comment
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

[Add rows and/ or duplicate as necessary.]

**ATTACHMENT B  
LIST OF SUBCONTRACTORS**

Each Respondent shall submit with its response a list of the subcontractors who will perform work under the contract that is expected to result from this solicitation. The Respondent shall have determined to its own complete satisfaction that a listed subcontractor has been successfully engaged in performing the services required under the resulting Contract and is qualified to provide the services for which the subcontractor is listed.

**In the event that no subcontractor will be used, this form shall be returned indicating “No Subcontractors will be used.”**

**NO SUBCONTRACTORS WILL BE USED:**

Subcontractor Name:	
Product or Services Provided	
Address:	
City and Zip	
Phone #	

Subcontractor Name:	
Product or Services Provided	
Address:	
City and Zip	
Phone #	

Subcontractor Name:	
Product or Services Provided	
Address:	
City and Zip	
Phone:	

\_\_\_\_\_  
**\*Authorized Representative’s Signature**

\_\_\_\_\_  
**\*Typed Name and Title of Authorized Representative**

**\*This individual must have the authority to bind the Respondent.**

**ATTACHMENT C**

**Scrutinized Companies Certification**

Respondent Vendor Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

Vendor's Authorized Representative Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Pursuant to subsection 287.135 Florida Statutes, at the time a Respondent submits a Reply or before entering into a contract of any dollar amount, the Respondent or Contractor must certify that the company is not participating in a boycott of Israel, and that the company is not on the Scrutinized Companies that Boycott Israel List. For a contract where the value exceeds \$1 million, the Respondent or Contractor must certify that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not participating in a boycott of Israel, and is not on the Scrutinized Companies that Boycott Israel List. If the contract value will exceed \$1 million, I hereby further certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. I understand that pursuant to section 287.135, the submission of a false certification may subject company to termination of the contract, civil penalties, attorney's fees, and/or costs.

Certified By: \_\_\_\_\_  
(Authorized Signature)

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

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

**ATTACHMENT D**

**CONFLICT OF INTEREST / STATEMENT OF NO INVOLVEMENT**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their responses whether any officer, director, employee or agent is also an officer or an employee of FDLE, the State of Florida, or any of its Agencies. All firms must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of more than five percent in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of previous employee of FDLE who has received or will receive compensation of any kind to seek to influence the actions of FDLE in connection with this procurement.

1. The following persons are officers, directors, employees, or agents of Respondent's firm **and** state officers or employees:

\_\_\_\_\_

2. The following persons are state officers or employees who own, directly or indirectly, more than a 5% interest in the Respondent's firm:

\_\_\_\_\_

3. The following previous employee(s) of FDLE have sought to influence FDLE in this procurement on behalf of the Respondent:

\_\_\_\_\_

Each Respondent must further attest that pursuant to subsection 287.057 F.S., no member of this firm, nor any person having an interest in this firm, has been involved with the Florida Department of Law Enforcement to assist in:

1. Developing this Request for Proposal;
2. Performing a feasibility study concerning the scope of work contained in this Request for Proposal; and/or
3. The evaluation of Replies for commodities or services contained in this Request for Proposal.

\_\_\_\_\_  
\*Authorized Representative's Signature

\_\_\_\_\_  
\*Typed Name and Title of Authorized Representative

\*This individual must have the authority to bind the Respondent.

## ATTACHMENT E – TECHNICAL SPECIFICATIONS

### A. Introduction

The Florida Offender Alert System is designed to notify citizens when sexual offenders or predators have moved into a specified area. The system is simply designed for citizens (users) to register for alerts, and the service is provided at no charge. The system allows for any address to be selected for monitoring without limitation. When a registered sex offender or predator moves into the designated area, the citizen receives an e-mail alert containing information about the offender and their new address. Alternatively, citizens can select any number of offender or predators to monitor using the same selection and results criteria.

This section describes FDLE business needs, technical standards, and expectations for the Florida Offender Alert System to be implemented and maintained at FDLE.

#### A.1. Functional Requirements

<b>1</b>	<b>System Capabilities</b>
1.1	<p>The system should allow citizens to subscribe to and receive e-mail alerts in the event that a predator or offender moves close to any address in Florida that they choose to monitor (e.g. - their home, workplace, school, daycare, etc.). This is referred to as tracking an address.</p> <ul style="list-style-type: none"> <li>• The system should allow users to track an infinite number of addresses.</li> </ul>
1.2	<p>The system should allow the citizens to subscribe to and receive e-mail alerts in the event that a predator or offender of interest reports updated address information in the SOPS registry. This is referred to as tracking an offender.</p> <ul style="list-style-type: none"> <li>• The system should allow users to track an infinite number of offenders.</li> </ul>
1.3	<p>The system should display the FDLE banner at the top of the webpage unless the end user accessed the system through a link associated with a custom law enforcement agency banner.</p>
1.4	<p>The system should reliably provide functionality to the public, law enforcement and FDLE.</p>
1.5	<p>The entire solution, including the public interface, shall be hosted at the vendor site.</p>
1.6	<p>The system shall be located at the current URL (<a href="http://www.floridaoffenderalert.com">www.floridaoffenderalert.com</a>).</p>
1.7	<p>FDLE shall retain ownership of the domains.</p>
1.8	<p>FDLE shall retain ownership of the email content. All email template edits will be contingent upon FDLE approval.</p>
<b>2</b>	<b>Business Processes</b>
2.1	<p>The Vendor should offer a system to provide the following functionality:</p> <ol style="list-style-type: none"> <li>a. Login</li> <li>b. Subscribe</li> <li>c. Account Confirmation</li> <li>d. Forgot Password</li> </ol>

ATTACHMENT E – TECHNICAL SPECIFICATIONS

	<ul style="list-style-type: none"> <li>e. Account Home</li> <li>f. Address Maintenance</li> <li>g. Offender Maintenance</li> <li>h. Account Maintenance</li> <li>i. Unsubscribe</li> <li>j. Help E-mail Registration Agreement</li> <li>k. Admin Page</li> </ul>
2.2	The Vendor should provide what administrative functions the system will offer to Administrative personnel from FDLE.
2.3	Each web page must comply with Section 508 of the Rehabilitation Act of 1973 Accessibility Standards (reference <a href="https://www.section508.gov/">https://www.section508.gov/</a> ).
2.4	<p>The proposed system should send the following e-mail messages:</p> <ul style="list-style-type: none"> <li>a. Account activation</li> <li>b. Forgot password/password reset</li> <li>c. Account update</li> <li>d. Moved into radius</li> <li>e. Tracked offender move</li> <li>f. Moved out of state</li> <li>g. No longer required to register</li> </ul>
2.5	The system should allow an internet end user to click the 'Track Offender' button within the FDLE Public Sexual Offender/Predator Site and be redirected to the FOAS site. If the internet end user is a registered user it will automatically log the user into FOAS and pass along the offender's tracking information. If the internet end user is not a registered FOAS user it will prompt for registration.
2.6	The system should send an e-mail notification if one or more newly received/entered sexual offender/predator addresses is within the radius specified for a given address at ¼, ½, 1, 2, 3, 4, and 5 mile increments.
2.7	The system should send an e-mail notification if a sexual offender/predator has taken up residence, employment, or education within the specified radius of a given address at ¼, ½, 1, 2, 3, 4, and 5 mile increments.
2.8	The system should send an e-mail notification informing a user that a tracked sexual offender/predator has reported a new Florida residence.
2.9	The system should send an e-mail notification informing a user that a tracked offender has a new address outside the state of Florida.
2.10	The system should send an e-mail notification informing a user that a tracked offender is no longer required to register in the State of Florida.
2.11	The system should use FDLE's hosted XML-based web service for geocoding addresses for e-mail notifications identified above.
2.12	All information entered by the public must be protected against unauthorized disclosure, unintentional or otherwise.
<b>3</b>	<b>Local Law Enforcement Custom Banners</b>
3.1	Currently, local law enforcement agencies have the option to display a banner which is customized for their agency when citizens sign up through their website. The option will



ATTACHMENT E – TECHNICAL SPECIFICATIONS

	be made available through a separate agreement between the local agency and the vendor at no cost or minimum cost to the local agency.
3.2	The Local Law Enforcement Custom Banner is displayed when citizens sign up through the service in place of FDLE's banner.
3.3	The Local Law Enforcement Custom Banner shall continue to be offered and remain available for the local law enforcement agencies which are participating in this option.
<b>4</b>	<b>Administrator Training</b>
4.1	The Vendor should propose a Training Program for Administrators and Department Trainers.
4.2	The Vendor should provide training services identifying the target audience, training program topics, frequency of trainings (offered and conducted), method of delivery, and annual training hours (offered and completed), upon implementation and at the request of FDLE throughout the term of the contract and all renewals.
4.3	The Vendor should anticipate training sessions prior to new system deployment, utilizing Florida Offender Alert System software and data that mirrors the production system to complete training requirements.
4.4	Vendor should propose training instructors who are familiar with the Department's specific requirements and functionality to conduct training.
4.5	An annual training program should be included for Administrators and Department trainers as identified in ATTACHMENT I – Price Proposal.
<b>5</b>	<b>Data Migration</b>
5.1	The vendor should provide a data migration plan to migrate all the registered users, addresses and subjects (predators and offenders) being tracked from the current FOAS system to the new solution.
5.2	The data migration plan should include the following: <ul style="list-style-type: none"> <li>• Analysis;</li> <li>• Data conversion plan;</li> <li>• Execution of plan to transfer data from the current system into the Florida Offender Alert System.</li> </ul>
<b>6</b>	<b>Reporting</b>
6.1	The Vendor should design and run ad hoc reports for all data in the system, sortable by administrative personnel-defined data elements.
6.2	The system should provide system statistical reports to FDLE and law enforcement online in real time and raw data dumps when requested by FDLE or on a specifically agreed upon schedule.
6.3	The system should provide the ability for FDLE and law enforcement users to retrieve statistics of user registrations, number of e-mail notifications sent by type, etc.
6.4	The Vendor should comply with State, Local and Federal reporting requirements.

**A.2. Non-Functional Requirements**

<b>1</b>	<b>Architecture</b>
1.1	The system should be designed and developed to support a 24/7 production environment and reporting system.
1.2	The system shall be able to handle the volume of the growing number of registered subscribers and associated number of e-mail notifications required to be generated. The

ATTACHMENT E – TECHNICAL SPECIFICATIONS

	system must support a potential of 6,000 new subscribers per month. The system must also support a peak of 150 concurrent users.
1.3	The system should be compatible with current version and the two previous versions of Microsoft Internet Explorer and the current release of all other major browsers (e.g., Chrome, Firefox, and Safari).
<b>2</b>	<b>System Availability</b>
2.1	The system shall follow FDLE’s standards on system availability: Minimum of 99.5% uptime, 24 hours a day, 7 days a week, and 365 days a year.
<b>3</b>	<b>System Support</b>
3.1	The Production system should remain operational and available during back-ups.
3.2	The Vendor should ensure that software products used in the system (e.g., operating systems, web server platforms, database management, development frameworks, 3 <sup>rd</sup> party software) are upgraded or replaced prior to reaching end-of-life or unsupported status to operate the Florida Offender Alert system.
3.3	The Vendor should provide a Help Desk that is available during FDLE business hours (Monday – Friday, 8:00 a.m. – 6:00 p.m. Eastern Time) to assist with usability questions, problem analysis and for reporting technical issues.
3.4	All data for the system must be maintained in a database specifically dedicated to FDLE. No data shall be shared across customers and no logical separation of customer data shall be allowed. We expect complete separation of FDLE data from any other data including other customer data, vendor data or any other non-FDLE data. The data contained in the database is owned by FDLE.
3.5	FDLE prefers to receive notification of software patches, updates, and upgrades.
3.6	The system should automatically restart all system components after system reboots.
3.7	The system should log the technical errors and allow the alert capability for the technical staff to review the technical errors.
3.8	The Vendor should provide a minimum of two (2) work days’ notice for planned system downtime and should be applied during non-peak hours (8 PM to 7 AM ET). All changes should be coordinated with FDLE’s Information Technology Enforcement and Investigations Services team so that it follows FDLE’s production control processes.
<b>4</b>	<b>Data Exchange and Mapping</b>
4.1	The system should provide data exchange with FDLE via secure channel to provided address geocoding for notifications.
<b>5</b>	<b>System Logs</b>
5.1	The system should log information on every successful and unsuccessful login.
5.2	The vendor should provide FDLE a mechanism to obtain activity reports on all notifications sent by the system.

**A.3. Security**

<b>1</b>	<b>Security</b>
1.1	Conformity with Rule 74-2, Florida Administrative Code (Florida Cybersecurity Standards). Awarded Vendor may find it necessary to employ compensating security controls when they are unable to implement a specific security standard or the standard is not cost-effective due to the

ATTACHMENT E – TECHNICAL SPECIFICATIONS

	specific nature of a system or its environment. The awarded Vendor may, with FDLE’s documented approval, employ compensating control(s) if they document their analysis and the risk associated with employing the compensating control.
1.2	Vendor shall provide policies and procedures for securing Florida information and system resources for all affected parties.
1.3	Vendor shall provide that security controls to be in place to minimize risks to the confidentiality, integrity, and availability of the system and data.
1.4	All data shall be encrypted in transit using TLS 1.2 or higher, with minimum cypher strength of 128 bits (AES 256 preferred).
1.5	Access to information in the system shall be based on user roles and associated access rights. Access shall be provided and assigned on the principle of “Least Privilege” and managed according to documented procedures.
1.6	System resources shall be protected by physical controls. Vendor shall provide procedures to manage physical access to information technology facilities housing Florida information.
1.7	Vendor shall provide procedures to protect Florida information from loss, destruction, and unauthorized or improper disclosure or modification.
1.8	Logical controls shall be in place to segregate and protect Florida’s information.
1.9	Vendor shall provide procedures to notify FDLE of any suspected cybersecurity incident or breach of Florida information.
1.10	E-mail notifications shall be sent from a secure email environment.
1.11	The system shall comply with requirements for data security (system shall contain law enforcement exempt information; system shall not contain Criminal Justice Information (CJI) data).

A complete list of Website References is located in APPENDIX A.

*(This area intentionally left blank.)*

**APPENDIX A – WEBSITE REFERENCES**

- FDLE Website:  
<http://www.fdle.state.fl.us/>
- Florida Sexual Predators or Offenders Website (Public Flyers):  
<https://offender.fdle.state.fl.us/offender.state.fl.us/offender/sops/home.jsf>
- Florida Sexual Predators or Offenders Offender Search:  
<https://offender.fdle.state.fl.us/offender/sops/offenderSearch.jsf>
- Florida Sexual Predators or Offenders Neighborhood Search:  
<https://offender.fdle.state.fl.us/offender.sops/neighborhoodSearch.jsf>
- Florida Offender Alert Website:  
<https://www.floridaoffenderalert.com/>
- Rule 74-2, Florida Administrative Code:  
<https://www.flrules.org/gateway/ChapterHome.asp?Chapter=74-2>

**ATTACHMENT F  
PASS / FAIL REQUIREMENTS**

A “YES” response for each of the following is required. Failure to respond or a response of “NO” will result in Respondent being found non-responsive.

PASS / FAIL QUESTION	YES/NO
1) Can your organization provide the proposed solution, and all services in compliance with all laws, rules, and other authority applicable including but not limited to, policies described in this RFP?	
2) Confirm the acceptance of each of the criteria outlined in Attachment E – Technical Specifications, Section A.3. Security.	
3) Vendors who will require the FDLE to incorporate software license and/or maintenance agreements terms and conditions into the final Contract, shall agree to and incorporate within their a proposal a statement which indicates that in the case of conflict between the State of Florida statute, rule and law; or the Vendor’s software license and/or maintenance agreement terms and conditions, the State of Florida statute, rule and law shall prevail.	

\_\_\_\_\_  
\*Authorized Representative’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
\*Typed Name and Title of Authorized Representative

\_\_\_\_\_  
Organization

\*This individual must have the authority to bind the Respondent.

**ATTACHMENT G  
DRUG-FREE WORKPLACE CERTIFICATION**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more responses which 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 response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program. In order 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, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of performance on the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the business 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 work place no later than five days after such conviction.
- 5) For any employee who is so convicted, impose a sanction on the employee or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such program is available in the employee's community.
- 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 above requirements.

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**\*Authorized Representative's Signature**

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**\*Typed Name and Title of Authorized Representative**

**\*This individual must have the authority to bind the Respondent.**

**ATTACHMENT H**

**RESPONDENT REFERENCE FORM**

Respondent Company Name: \_\_\_\_\_

Respondents are required to submit with their Reply, three (3) references that have been provided for services of similar scope and parameters of those requested in this solicitation. Respondents will use this form to provide the required reference information. The Department reserves the right to contact any and all references in the course of this solicitation to make a fitness determination, not subject to review or challenge.

1. Name of Customer/Agency: \_\_\_\_\_

Contract Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

2. Name of Customer/Agency: \_\_\_\_\_

Contract Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

3. Name of Customer/Agency: \_\_\_\_\_

Contract Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

**ATTACHMENT I  
PRICE PROPOSAL**

Prices identified herein shall include all necessary elements to implement and maintain the Florida Offender Alert System (FOAS) as specified in this FDLE RFP 1901.

<b>TOTAL PRICE FOR BASE CONTRACT IMPLEMENTATION</b>	\$
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<b>Annual Software Subscription(s) (or User Fee) and Maintenance -</b>	<b>Quarterly Price</b>	<b>Annual Price</b>
1 <sup>st</sup> Year Contract	\$	\$
2 <sup>nd</sup> Year Contract	\$	\$
3 <sup>rd</sup> Year Contract	\$	\$
<b><u>TOTAL PRICE FOR SOFTWARE SUBSCRIPTION(S) (or USER FEE) AND MAINTENANCE</u></b>	\$	\$

<b>Annual Software Subscription(s) (or User Fee) and Maintenance - Contract Renewals</b>	<b>Quarterly Price</b>	<b>Annual Price</b>
1 <sup>st</sup> Year Contract Renewal	\$	\$
2 <sup>nd</sup> Year Contract Renewal	\$	\$
3 <sup>rd</sup> Year Contract Renewal	\$	\$
<b><u>TOTAL PRICE FOR SOFTWARE SUBSCRIPTION(S) (or USER FEE) AND MAINTENANCE - ALL CONTRACT RENEWALS</u></b>	\$	\$

<b><u>TOTAL GRAND PRICE TO INCLUDE: BASE CONTRACT IMPLEMENTATION, SOFTWARE SUBSCRIPTION AND MAINTENANCE, AND ALL CONTRACT RENEWALS</u></b>	\$
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**ATTACHMENT I  
PRICE PROPOSAL**

<b>Total Price for Annual Training Program</b>	<b>\$</b>
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<b>Signature</b>	
<b>Respondent Company Name</b>	
<b>Federal Tax ID Number</b>	
<b>Respondent Physical Address</b>	
<b>City, State, Zip</b>	
<b>Primary Contact Name / Title</b>	
<b>Phone Number</b>	
<b>Email Address</b>	

**ATTACHMENT J**

**FLORIDA DEPARTMENT OF LAW ENFORCEMENT  
Contract FDLE-XXX-XX**

This Contract, by and between \_\_\_\_\_, a company duly authorized to do business in the State of Florida, whose business address is \_\_\_\_\_ (hereinafter referred to as Contractor), and the State of Florida's Department of Law Enforcement, (hereinafter referred to as FDLE)

WITNESSETH THAT:

WHEREAS, FDLE issued Solicitation Number **RFP 1901** and the Contractor submitted a reply to \_\_\_\_\_ and;

WHEREAS, Contractor desires to enter into a Contract with FDLE to provide certain products and services; and

WHEREAS, FDLE desires to enter into a Contract with Contractor in order to acquire certain Contractor supplied products and services;

NOW THEREFORE, Contractor and FDLE for and in recognition of considerations hereinafter set forth, do hereby agree as follows:

This Contract shall be comprised of the following documents, attachments, addenda and any subsequent amendments to this Contract. These documents, attachments, addenda and amendments shall govern the services provided by the Contractor and are hereby incorporated in, and are made a part of, this Contract. The order of precedence is as indicated below. Subsequent amendments take first precedence, with the most current documents or updates of the documents controlling in the event of a conflict between differing versions of a document which form part of or are incorporated in this Contract.

The documents specified below are hereby incorporated in, and are a part of this Contract, including this document, captioned "Contract FDLE-XXX-XX" which shall be first in order of precedence:

- Any Addenda to the RFP
- Technical Specifications and Statement of Work (TBD);
- FDLE RFP document, terms and conditions;
- General Instructions to Vendors (PUR 1001);
- Contractor's Reply

**1. Contract Term**

The term of this Contract shall begin from the last date signed by the parties below and continue for a period of three (3) years following the final system acceptance date, regardless of the date on which final acceptance occurs. Upon final system acceptance, the three (3) year maintenance and support period shall take effect. At the option of the Department, the term may be renewed for three (3), one year renewals. Renewal of the Contract shall be in writing and shall be subject to the terms and conditions set forth in the existing Contract. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds.

**2. Deliverables**

Major Deliverable	Performance Standard
	<b>Implementation deliverables are fixed rate as described in the Statement of Work (SOW). Upon successful completion of activities described in each deliverable, payment(s) will be processed and approved upon written acceptance of work product(s) by the FDLE ITS Project Manager.</b>

**To be included post award.**

The submission of a completed Deliverable Acceptance Form (Appendix A) to the Contractor will initiate invoice for payment of that deliverable to the Department.

**3. Contract Price**

**To be included post award.**

**FLORIDA DEPARTMENT OF LAW ENFORCEMENT STANDARD TERMS AND CONDITIONS**

**1. PUR 1000 – General Contract Conditions**

<http://dms.myflorida.com/index.php/content/download/2933/11777/version/6/file/1000.pdf>

The State of Florida General Terms and Conditions (PUR 1000) are hereby referenced and incorporated in their entirety into this RFP. This is a downloadable document. Potential Respondents to the solicitation are encouraged to carefully review all materials contained herein and prepare Replies accordingly. The Florida Department of Law Enforcement Standard Terms and Conditions supersedes any contract condition otherwise duplicated herein.

**2. American with Disabilities Act (ADA) Civil Rights Compliance**

CONTRACTOR represents and warrants that it will comply with all Equal Accessibility laws, regulations and standards under Sections 251 & 255 of the Telecommunications Act of 1996, Titles I, II, III & IV of the Americans with Disabilities Act (ADA) [42 USC 12101 et seq.], and Sections 504 and 508 of the Federal Rehabilitation Act amendments [29 USC 794 et seq.], and the Assistive Technology Act of 1998. These standards establish a minimum level of accessibility.

Contractor will indemnify the customer against any litigation stemming from a lack of compliance with the above laws, regulations and standards.

**3. Change Management**

Contractor and FDLE will adhere to the following process to document and track changes to the Contract, including the Statement of Work (SOW). Requests for changes to the SOW or Contract will be initiated by using the changes procedures and Project Change Request form (Appendix B). The Project Change Request may be

prepared by Contractor or FDLE. The Project Change Request will be signed by the Project Managers for Contractor and FDLE to be considered a formal, official change request. FDLE will assign a project change number to the request. Changes that affect price or result in the incursion of additional expense by the FDLE will require a Contract amendment, in addition to the Project Change Request, which must be signed by authorized representatives for Contractor and FDLE before any work is performed or expenses incurred. No request for any alteration, modification or additional work which will materially change the SOW or the cost of the Contract will be valid unless the resulting change has been agreed upon in writing by Contractor and FDLE in the form of a Contract amendment. The term "material change" includes, but is not limited to, changes which result in an increase in contract price, changes to the scope of work (excluding product changes or deliverable date changes) and any changes to the contract begin/end date(s), including extension or renewal. No oral statement of any person will, in any manner or degree, modify or otherwise affect the terms of this Contract.

#### **4. Commercial Software License**

To enhance cost efficiencies for FDLE and comply with applicable state tax regulations, any Commercial Software Products will be licensed directly to FDLE (as the named licensee) by the applicable Commercial Software Products vendor listed in the SOW. CONTRACTOR will provide to FDLE the Commercial Software Products via agreements with the Commercial Software Product vendors and provide, directly or through an approved subcontractor, the Services to integrate the Commercial Software Products within the Project's System, as described in the SOW. FDLE has entered or will enter into separate software licensing agreements (each an End User License Agreement ("EULA")) with each of the software vendors specified in this SOW, and will be responsible for compliance with the EULAs by FDLE. The Parties acknowledge and agree that the licensing of any COTS Products will be governed by the terms of the EULAs as described in

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#### **5. Compliance with Laws**

The Contracting Party shall 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 such laws may be grounds for contract termination.

#### **6. Confidential Information**

"Confidential Information" means information or materials provided by one party to the other which are: i) in tangible form and labeled "confidential" or the like; ii) if disclosed orally, are identified as being confidential at the time of disclosure; or iii) such that a reasonable person would consider it confidential from the nature of the information and circumstances of disclosure. The receiving party will hold the Confidential Information in strict confidence, will use it only for purposes of this Contract, and disclose it only to employees and agents who have a need to know such Confidential Information and who have agreed to abide by the terms of this Section prior to disclosure. The receiving party will exercise the same care in preventing the unauthorized disclosure or use of the Confidential Information that it takes to protect its own information of a similar nature, which in no event will be less than reasonable care. The restrictions on the use and disclosure of Confidential Information specified hereunder will not apply to information: (i) which is independently developed by the receiving party or lawfully received from another source without breach of this Contract; (ii) which is or becomes generally available to the public without breach of this Contract by the receiving party; (iii) which at the time of disclosure was known to the receiving party; (iv) which is disclosed to unaffiliated third Parties without restriction by the disclosing party; or (v) which is disclosed pursuant to law, judicial order, or

government regulations so long as the receiving party promptly notifies the disclosing party prior to disclosure and cooperates with the disclosing party in the event that the disclosing party elects to contest or avoid such judicial or governmental disclosure, whether by seeking a protective order or otherwise. FDLE information which is made confidential or exempt from disclosure by law will retain that status notwithstanding the occurrence of the specified exceptions to restrictions on use and disclosure, to the extent permitted by law. FDLE agrees to maintain the confidentiality of Confidential Information, as that term is used in this Contract, received from CONTRACTOR, to the extent this can be accomplished without violating Florida Law regarding public records, as set forth in Chapter 119, Florida Statutes. In particular, FDLE agrees to maintain the confidentiality of Confidential Information to the extent such information constitutes Trade Secret Information, as that term is used in Section 815.045, Florida Statutes, and as defined at Section 812.081(1)(c), Florida Statutes.

All FDLE data which may be provided to the Contractor by FDLE will remain the exclusive property of FDLE and may not be copied or removed by Contractor personnel without the express written permission of FDLE.

CONTRACTOR is responsible for the actions of its agents and subcontractors with respect to protection of confidential law enforcement and other types of confidential data. CONTRACTOR is expressly prohibited from transferring FDLE data, by any means and in any medium or format, outside of the United States in performing the work defined in this Contract.

**7. Contract Manager**

The Department's Program/Regional Contract Manager for this contract shall be

Name: \_\_\_\_\_

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

Street: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**8. Contracting Party Employees, Subcontractors, and Other Agents**

Contracting Party will be an independent contractor, and not the agent or servant of the Department and will not be entitled to any benefits granted employees of the State of Florida. The Department and the State shall take all actions necessary to ensure that Contracting Party's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contracting Party's employees, subcontractors, and other agents receive benefits and necessary insurance from an employer other than the State of Florida. Each party agrees to assume complete responsibility for its own employees with regard to federal or state employers' liability and withholding tax, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements and other federal, state and local laws.

The Contracting Party will have complete supervision and control over its own agents, servants and employees. The Contracting Party will ensure that personnel of any agent or subcontractor are trained, qualified, and available to perform the services for which they are contracted to perform.

The Contracting Party is responsible for managing the relationship with all subcontractor organizations, for directing and managing the work efforts of subcontractor personnel, and for the quality of the work of subcontractor personnel. Upon request, Contracting Party shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the contract must comply with all security and administrative requirements of the Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the contract.

## **9. Controlling Law**

All matters, whether sounding in tort or contract, relating to the validity, construction, interpretation, performance and enforcement of this contract shall be determined by the laws of the State of Florida. The exclusive venue of any legal or equitable action that arises out of or relates to the contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

## **10. Contractor's Responsibilities under Termination**

After receipt of notice of termination, and except as otherwise specified by the Department, the Contractor shall (i) stop work under this Contract on the date, and to the extent specified, in the notice; (ii) place no further order(s) or subcontract(s) for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Contract that is not terminated; (iii) complete performance of such part of the work as shall not have been terminated by the Department; and (iv) take such action as may be necessary, or as the Department may specify, to protect and preserve any property or data related to this contract which is in the possession of the contractor(s) and in which the Department has or may acquire an interest.

Upon the effective date of termination of the Contract, the Contractor shall transfer, assign, and make available to FDLE all property, materials, and data belonging to the Department, all rights and claims to any and all reservations, contracts and arrangements with subcontractors, or others, and shall make available to the Department all written information regarding the performance of the Contract. Any data transferred shall be in a format specified by the Department. No extra compensation will be paid to the Contractor for its services in connection with such transfer or assignment. The Department concurrently with such transfer or assignment reserves the option to assume the obligations of the Contractor if any, on all non-cancelable contracts with third parties.

## **11. Discrimination**

In the performance of such services, the Contracting Party agrees not to discriminate against any employee or applicant for employment on grounds of race, creed, color, sex, age, national origin, or disability.

## **12. Dispute Resolution**

Any dispute concerning performance of the Contract which cannot be resolved by informal discussion between the FDLE and the Contractor will be referred to negotiation to be conducted by the FDLE General Counsel. If FDLE and Contractor's representatives are unable to resolve the dispute within five (5) business days after commencing negotiations, or fifteen (15) calendar days have passed since the initial request for negotiations at this level, then the Parties will be entitled to discontinue negotiations, to seek to resolve the dispute through mediation as hereinafter provided or, if the Parties do not agree to submit the dispute to

non-binding mediation, to seek any and all rights and remedies that may be available under this Contract, at law or in equity.

Mediation must occur within twenty (20) business days after the Parties agree to submit the dispute to mediation. The Parties mutually will select an independent mediator experienced in IT systems and services Contracts, and each will designate a representative(s) to meet with the mediator in good faith in an effort to resolve the dispute. The specific format for the mediation will be left to the discretion of the mediator and the designated Party representatives and may include the preparation of agreed-upon statements of fact or written statements of position furnished to the other Party. If the Parties are unable to resolve a dispute through the dispute resolution processes described in this Section, then either party may seek any and all rights and remedies that may be available under this Contract, at law or in equity.

All Contractor obligations related to project activities and support services under this Contract will continue without interruption during disputes unless suspended by FDLE or unless the dispute relates to non-payment by FDLE. FDLE reserves the right to withhold payments during disputes relating to breach by Contractor. The failure of FDLE to release payment during disputes relating to breach by Contractor will not constitute a breach or default by FDLE.

### **13. Effective Date**

This Contract shall be effective when signed by the Contracting Party and the Department.

### **14. Execution in Counterparts**

The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

### **15. E-Verify**

The Department shall consider the employment by any Contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Contract. The Contracting Party certifies that it participates in the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification Program, and that it will assure that any sub-contractor with which it contracts for the performance of this contract participates in the E-Verify Employment Eligibility Verification Program.

### **16. Financial Consequences**

If the Contracting Party fails to meet the minimum level of service or performance identified in this Contract, or is customary for the industry, then the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments until the deficiency is cured, tendering only partial payments, imposition of other financial consequences per FDLE RFP 1901, and termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on Contracting Party's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

## **17. Insurance Requirements**

During the Contract term, the Contracting Party at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contracting Party. Upon request, the Contracting Party shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contracting Party shall not be interpreted as limiting the Contracting Party's liability and obligations under the contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

## **18. Intellectual Property**

Pursuant to section 287.0571(5)(k) F.S., any intellectual property developed as a result of this Contract will belong to and become the sole property of the state. Where 287.0571(5)(k) is applicable, the vendor will be required to sign an Assignment and Transfer document for the transfer of Intellectual property rights. The rights conveyed to the state pursuant to this Contract do not include rights to any preexisting Intellectual Property used, developed and refined by the Contracting Party and its subcontractors during their provision of Services under this Contract. This provision will survive the termination or expiration of any Contract.

## **19. Invoicing**

All invoices or bills for fees or other compensation for services, or expenses shall be submitted with reasonable detail for a proper pre-audit and post-audit thereof, to comply with Section 287.058(1) (a), Florida Statutes. This information will include Contractor Name and remit to address; Contractor billing contact phone number and/or email address; Contractor FEID number; Contract number; Quarter/Year Billing term; detailed deliverable number with description; and payment amount due.

Invoices must be submitted to:

Florida Department of Law Enforcement  
Attn: Accounts Payable  
P.O. Box 1489  
Tallahassee, Florida 32308  
Phone: 850-410-7155  
Email: [fdleaccountspayable@fdle.state.fl.us](mailto:fdleaccountspayable@fdle.state.fl.us)

Whenever this Contract is terminated with or without cause, all amounts due shall be pro-rated.

## **20. The Department is Self-Insured**

The Department is self-insured for its torts to the extent provided in Section 768.28, Florida Statutes, to cover bodily injury, death and property damage arising as a consequence of the acts and omissions to act of its officers, employees, and agents. The Department is without authority to insure the contracting party in any way. The Department shall not be deemed to assume any liability for the acts, omissions to act and negligence of the Contracting Party, its agents, servants and employees; nor shall the Contracting Party exclude liability for its own negligence to the Department or any third party, except as allowed by law and agreed to by the Department. The Department is without authority to indemnify or hold harmless the Contracting Party.



Unless authorized by law and agreed to in writing, the Department shall not be liable to pay attorney fees, interest, late charges and service fees and/or costs of collection.

**21. Modification of Terms**

The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Department and the Contracting Party and any communications, promises, representations or agreements, not included in writing in this contract, shall not be binding upon any party. The Contract may only be modified or amended upon mutual written agreement of the Department and the Contracting Party. No oral agreements or representations shall be valid or binding upon the Department or the Contracting Party. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Department. The Contracting Party may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contracting Party's order or fiscal forms or other documents forwarded by the Contracting Party for payment. The Department's acceptance of product or processing of documentation on forms furnished by the Contracting Party for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

**22. Non-Material Errors**

CONTRACTOR and FDLE agree that non-material errors in contract language, terms and conditions (e.g., typos and other obvious errors) will be correctable without amending the Contract provided that the nature of the Contract is not altered by such correction.

**23. Non-Solicitation**

Unless otherwise agreed to by the Parties in writing, during the term of the Contract and for a period of one (1) year after termination of the Contract, neither party, as between Contractor and, collectively, FDLE will directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor a staff member of the other party or a former staff member that is or was involved with the Contract.

**24. Notices**

Whenever notice is required to be given by Certified Mail, Return Receipt Requested or private carrier express mail service, it shall be deemed to have been given on the date shown on the return receipt, or date of actual delivery, whichever is earlier.

Change of address, as well as, any other notice(s) required by this contract shall be delivered to the Department of Law Enforcement for the attention of:

The Office of General Services  
2331 Phillips Road  
Tallahassee, Florida 32308

And to the Contracting Party for the attention of:

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

Street Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## 25. Payment

The State of Florida cannot make deposits or pay for goods and/or services in advance unless approved under rules issued by the Florida Department of Financial Services. The Department is not authorized to pay to Contracting Party any deposit for services to be rendered or equipment to be purchased in the future.

Payment shall be made in accordance with Section 215.422, Florida Statutes, which states the Contracting Party's rights and the Department's responsibilities concerning interest penalties and time limits for payment of invoices. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at 850-413-5516.

## 26. Public Records

This contract shall be unilaterally cancelled by the Department for refusal to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with the contract.

Pursuant to Section 119.0701, Florida Statutes, Contractor agrees to keep and maintain public records required by the FDLE to perform the service. Upon request from FDLE's custodian of public records, Contractor agrees to provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes.

The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if the Contractor does not transfer the records to FDLE.

Upon completion of the contract, Contractor shall transfer, at no cost, to FDLE all public records in possession of Contractor or keep and maintain public records required by FDLE to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records, in a format that is compatible with the information technology systems of FDLE.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-410-7676, [PUBLICRECORDS@FDLE.STATE.FL.US](mailto:PUBLICRECORDS@FDLE.STATE.FL.US), OR VIA MAIL AT P.O. BOX 1489, ATTN: PUBLIC RECORDS DIVISION, TALLAHASSEE, FL 32302.

The Contractor agrees to the provisions of Section 287.057(16), Florida Statutes, and shall maintain throughout the term of the contract and at least four (4) years thereafter, detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices. All such records shall be made available for inspection and copying upon request in accordance with Chapter 119, Florida Statutes.

In accordance with Section 215.985(16), Florida Statutes, this contract is subject to inclusion in the Florida Public Accountability Tracking System (FACTS) database and subject to posting, in whole or in part, on the Internet.

## **27. Right to Audit**

Upon execution of the Contract, the Department reserves the right to conduct an audit of the Contractor's records pertaining to this project. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five years following Contract completion.

## **28. Renewal**

There shall be no automatic renewal of this contract. This Contract may be renewed for a period no longer than the original term of the contract. Renewal contracts may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds.

## **29. Security Requirements and Confidentiality**

The Contractor agrees to adhere to FDLE policies and procedures, State of Florida information security laws and rules, and FBI CJIS Security Policy. FDLE's Information Systems Security Addendum (Appendix C) provides more specific information security requirements for Contractor staff.

All agents and subcontractors with access to FDLE computer networks and systems to be engaged by the Contracting Party in the performance of this contract must be approved by FDLE and must abide by all applicable terms and conditions of the contract as well as FDLE security of information resources policies and procedures, State of Florida information security laws and rules.

Whenever necessitated by legitimate concern for reasonable security precautions as determined by the Department and without regard to the identity of any individual, the Department will require the Contracting Party(s) and/or employees of the Contracting Party(s) to submit to, and successfully pass, an appropriate security background investigation prior to being allowed access to any of the Department's facilities to perform those services as set forth in this contract. FDLE reserves the right to have Contracting Party's staff removed from the account when it is determined to be in the best interest of the State.

## **30. Severability**

Any provision of this contract in violation of the laws of the State of Florida shall be ineffective to the extent of such violation, without invalidating the remaining provisions of this contract.

### **31. Survival**

The provisions of all confidentiality obligations, indemnification, limitation of liability and any other sections, schedules or attachments to this Contract that by their nature may reasonably be presumed to survive any termination or expiration of this Contract, will so survive.

### **32. Suspension of Work**

The Department may in its sole discretion suspend any or all activities under the contract or purchase order, at any time, when in the best interests of the State to do so. The Department shall provide the Contracting Party written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contracting Party shall comply with the notice for a period up to thirty (30) days after the notice is delivered to the Contracting Party, and for any further period to which the Parties may agree. Within thirty (30) days, or any longer period agreed to by the Contracting Party, the Department shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the contract or purchase order. Suspension of work shall not entitle the Contracting Party to any additional compensation.

### **33. Termination for Cause**

The Department may terminate the contract if the Contracting Party fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contracting Party shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contracting party shall not be liable for any excess costs if the failure to perform the contract arises from events completely beyond the control, and without the fault or negligence, of the Contracting Party. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contracting Party and the subcontractor, and without the fault or negligence of either, the Contracting Party shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contracting Party to meet the required delivery schedule. If, after termination, it is determined that the Contracting Party was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the contract.

### **34. Termination for Convenience**

This contract may be canceled in whole or in part by the Department when the Department determines in its sole discretion that it is in the Department's interest to do so upon giving 30 days written notice by Certified Mail, Return Receipt Requested or by private carrier express mail service. The Contracting Party shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contracting Party shall not be entitled to recover any cancellation charges or lost profits.

### **35. Travel**

It is not anticipated that the scope of this Contract will include travel compensation. Any travel related expense request must be submitted and obtain prior approval by the FDLE. All bills for any travel expenses that are authorized by Section 112.061, Florida Statutes, shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses.

### **36. Waiver**

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, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach of default, or any similar breach or default thereafter occurring; nor shall any waiver of single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

### **37. Warranty of Ability to Perform**

The Contracting Party warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contracting Party's ability to satisfy its contract obligations. The Contracting Party warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contracting Party shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the contract.

## **FLORIDA DEPARTMENT OF LAW ENFORCEMENT ADDITIONAL TERMS AND CONDITIONS**

### **1. CONTRACTOR Responsibilities**

The CONTRACTOR shall complete tasks and activities as described in Appendix A – Statement of Work to plan, deliver, deploy, configure, test, support and maintain the Florida Offender Alert System.

The CONTRACTOR shall assign and maintain adequately qualified, licensed, certified and experienced staff, which may be required by law or the Department, in implementing the Florida Offender Alert System. CONTRACTOR staff required to work on this project or system at FDLE facilities, or who have access to data housed within the Florida Offender Alert System hosted in the FDLE data center shall be permitted to work only upon successful completion of a FDLE background investigation. The Department reserves the right to approve all CONTRACTOR and subcontractor project staff. The Department also reserves the right to require a particular CONTRACTOR'S or subcontractor's staff member be replaced on the project, with costs associated with knowledge transfer to be covered under the responsibility of the CONTRACTOR. Changes to CONTRACTOR project staff listed shall be coordinated through a written Project Change Request approved by the Department's Executive Management. Turnover of CONTRACTOR staff, including subcontractors, shall not obligate the Department to pay additional costs or accommodate schedule delays.

The CONTRACTOR shall notify the Department's contract manager and Florida Offender Alert Project Manager in writing a minimum of one (1) week prior to making changes in location or contact information that shall impede the Department's ability to contact the CONTRACTOR.

The CONTRACTOR shall provide vendor hosted Florida Offender Alert software product. CONTRACTOR shall provide software/subscription, testing, deployment, implementation, and data migration documentation and services. CONTRACTOR shall provide maintenance and support services for the Florida Offender Alert System. CONTRACTOR shall provide monitoring 24 hours per day of the system.

The CONTRACTOR shall review and analyze third-party integrations or interfaces. CONTRACTOR shall identify opportunities for improving business process, workflows, or technical infrastructure. CONTRACTOR shall provide feedback and recommend resolution for testing issues and defects throughout the project. CONTRACTOR shall respond to and resolve documented incidents or problems (including assignment and escalation) to third-party vendors.

**2. FDLE Responsibilities**

FDLE shall assign a Project Manager to serve as the primary point of contact during the planning and implementation of the Florida Offender Alert System. FDLE shall provide onsite resources (computer access, telephone, workspace, workstation access, access to key personnel, documentation, data, etc.) to support project activities when CONTRACTOR is onsite. FDLE personnel shall be available to facilitate project activities including, requirement analysis, design, testing, documentation review and inspection of the deliverable. FDLE shall provide contract management and project closeout support.

**3. Issue Management**

In the event that disputes or performance issues arise, the FDLE Project Manager shall document and deliver the specific issue(s) to the CONTRACTOR Project Manager. The CONTRACTOR shall be given the opportunity to address and resolve the issue(s) within a reasonable period of time. Issues associated with FDLE’s performance under this agreement shall be documented by the CONTRACTOR and delivered to the FDLE Project Manager. The FDLE shall be given the opportunity to address and resolve the issue(s) within a reasonable of period of time.

Issues shall be documented in an Issues Log which shall be maintained by CONTRACTOR Project Manager. If a dispute or issue(s) is not resolved between the FDLE Project Manager and the CONTRACTOR Project Manager, the dispute(s) or issue(s) may be escalated through the escalation levels provided in the table.

<b>Level</b>	<b>FDLE</b>	<b>CONTRACTOR</b>
1	Project Manager	Project Manager
2	Investigations & Forensics Director & Chief Information Officer	Executive Manager
3	Assistant Commissioner	Senior Corporate Executive

**4. Implementation Schedule**

The CONTRACTOR and FDLE shall work together to prepare an implementation schedule after the contract is executed.

**5. Warranty of Authority**

Each person signing the contract warrants that he or she is duly authorized to do so and to bind the respective party to the contract.

IN WITNESS WHEREOF, the FDLE and Contractor have caused this Contract to be executed by their respective undersigned official(s) authorized to do so, effective on the date of final execution.

Contractor		Florida Department of Law Enforcement
Signature		Signature
Title		Title
Date		Date





## APPENDIX B

### Project Change Request Form

<b>Change #</b>			
<b>Short Description</b>			
<b>Requested by</b>		<b>Date</b>	
<b>Change Type</b>	<b>Scope</b>	<b>Schedule</b>	<b>Cost</b>
<b>Contract Amendment Required?</b>	<b>Yes</b>	<b>No</b>	

<b>Change Description:</b>		
<b>Attachments</b>	<b>Yes</b>	<b>No</b>

<b>Reason for the Change:</b>
<b>Business Benefits (if applicable):</b>
<b>Implications of Not Making the Change:</b>

<b>Impact of Making Change</b>		
<b>Scope:</b>		
<b>Schedule:</b>		
<b>Cost:</b>		
<b>Other:</b>		
<b>Approve</b>	<b>Reject</b>	<b>Cancel</b>

**Approvals**

**Contractor Project Manager:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**FDLE Project Manager:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## APPENDIX C

### Florida Department of Law Enforcement (FDLE) INFORMATION SYSTEMS SECURITY ADDENDUM

The purpose of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, agency policies and standards.

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of FDLE's information resources are not compromised. Security measures shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all Contractor personnel assigned to FDLE.

#### 1.00 Definitions

1.01 Administration of criminal justice - the detection, apprehension, detention, pretrial release, post-trial release, prosecution, adjudication, correctional supervision, or rehabilitation of accused persons or criminal offenders. It also includes criminal identification activities; the collection, storage, and dissemination of criminal history record information; and criminal justice employment.

1.02 Agency Coordinator (AC) - a member of FDLE, who manages the agreement between the Contractor and agency.

1.03 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

1.04 Contractor Security Officer (CSO) – an individual designated by the Contractor to administer the Contractor's security program as it pertains to this contract.

1.05 Information Security Manager (ISM) – a member of FDLE, designated by the agency head, to administer FDLE's information security program.

#### 2.00 Responsibilities of FDLE

2.01 FDLE will appoint an AC.

2.02 The AC has the following responsibilities:

- a. Understand the communications and records capabilities and needs of the Contractor which is accessing federal and state records through or because of its relationship with FDLE;
- b. Participate in related meetings and provide input and comments for system improvement;

- c. Receive information and disseminate it to appropriate Contractor employees;
- d. Maintain and update manuals applicable to the effectuation of the agreement, and provide them to the Contractor;
- e. Maintain up-to-date records of employees of the Contractor who access the system, including name, date of birth, social security number, date fingerprint card(s) submitted, date security clearance issued, and date initially trained, tested, certified or recertified (if applicable);
- f. Train or ensure the training of Contractor personnel. If Contractor personnel access the Florida Crime Information Center (FCIC) System, schedule the operators for testing or a certification exam. Schedule new operators for the certification exam within six (6) months of employment. Schedule certified operators for re-certification testing within thirty (30) days prior to the expiration of certification. Schedule operators for any other mandated class;
- g. The AC will not permit an untrained/untested or non-certified employee of the Contractor to access FDLE information systems;
- h. Where appropriate, ensure compliance by the Contractor with Criminal Justice Information System (CJIS) security requirements; and
- i. Ensure that Contractor staff undergo background investigations prior to accessing FDLE information systems.

### **3.00 Responsibilities of the Contractor**

3.01 The Contractor shall maintain a security program which meets the requirements of this Security Addendum.

3.02 The Contractor shall assign a Contractor Security Officer (CSO) accountable for the management of this security program. This person shall coordinate with the AC and ISM to establish the Contractor's security program. The Contractor Security Officer for this contract is Christopher Sheppard.

3.03 The Contractor shall ensure that all Contractor personnel assigned to FDLE read this Security Addendum and sign the Certification form attached to this addendum. Signed Certification forms shall be delivered to FDLE's Information Security Manager.

3.04 The Contractor shall establish and maintain a security violation response and reporting procedure to discover, investigate, document, and report on all security violations. Violations which endanger the security or integrity of FDLE information systems or records located therein must be communicated to the AC immediately.

3.05 The Contractor's facilities will be subject to unannounced security inspections performed by FDLE. These facilities are also subject to periodic audits.

3.06 The security plan is subject to annual review by the AC and the Contractor. During this review, efforts will be made to update the program in response to security violations, changes in policies and standards, and/or changes in federal and state law and technology.

3.07 The Contractor and its employees will comply with all federal and state laws, rules, procedures and policies formally adopted by FDLE, Florida's Agency for Enterprise Information Technology, and Federal Bureau of Investigations.

#### **4.00 Site Security**

4.01 The Contractor shall dedicate and maintain control of the facilities, or areas of facilities, that support FDLE, when applicable.

4.02 All personal computers and/or terminals physically or logically connected to the computer system accessing FDLE information systems must be segregated and screened against unauthorized use or observation.

#### **5.00 System Integrity**

5.01 Only employees of the Contractor and such other persons as may be granted authorization by the AC shall be permitted access to the system.

5.02 The Contractor shall maintain appropriate and reasonable quality assurance procedures.

5.03 Access to the system shall be available only for official purposes consistent with the appended Agreement. Any dissemination of FDLE data to authorized employees of the Contractor is to be for their official purposes.

5.04 Information contained in or about the system will not be provided to another entity without prior written authorization by the AC.

5.05 All criminal history record information requests must be authorized by the appended Agreement. A current up-to-date log concerning access and dissemination of criminal history record information shall be maintained at all times by the Contractor.

5.06 The Contractor will ensure that its inquiries of FDLE information systems and any subsequent dissemination conform to applicable laws, rules, and policies, as set forth in:

- (1) Chapter 817, F.S. Fraudulent Practices
- (2) Chapter 119, F.S. Public Records
- (3) Chapter 943, F.S. Law Enforcement Act
- (4) and this Security Addendum;

5.07 The Contractor shall protect against any unauthorized persons gaining access to the equipment, any of the data, or the operational documentation for the criminal justice information system. In no event shall copies of messages or criminal history record information be disseminated other than as envisioned and governed by the appended Agreement.

## **6.00 Personnel Security**

6.01 A background investigation will be conducted on all Contractor employees and the Contractor's vendors which provide system maintenance support.

6.02 The background investigation will be conducted by FDLE. This investigation includes an employment check, reference check, credit check, drug screen, and submission of a completed applicant fingerprint card. State and national record checks by fingerprint identification will be conducted for all personnel who manage, operate, develop, access and maintain criminal justice information systems and facilities. Record checks must be completed prior to employment.

6.03 When identification of the applicant with a criminal history has been established by fingerprint comparison, FDLE will review the matter. A Contractor employee found to have a criminal record consisting of any felony convictions or of misdemeanor offenses which demonstrate a pattern of disregard for lawful behavior is disqualified. Applicants shall also be disqualified on the basis of confirmations that arrest warrants are outstanding for such applicants.

6.04 If an adverse employment determination is made, access will be denied and the Contractor's Security Officer will be notified in writing of the access denial. This applicant will not be permitted to work on the contract with the FDLE. The Contractor shall be notified of the adverse decision. The Contractor may request FDLE to review an adverse employment decision.

6.05 FDLE's Security Officer shall maintain a list of personnel who successfully completed the background investigation.

6.06 FDLE will ensure that each Contractor employee receives a copy of the Security Addendum and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of FDLE and available for audit purposes.

6.07 FDLE shall ensure that each Contractor employee authorized to access CJIS network terminals or information provided there from is specially trained in the state and federal laws and rules governing the security and integrity of criminal justice information.

6.08 Visitors to sensitive areas of Contractor facilities must be escorted at all times by a Contractor employee with clearance. Names of all visitors shall be recorded in a visitor log, to include date and time of visit, name of visitor, purpose of visit, name of person visiting, and date and time of departure. The visitor logs shall be maintained for five years following the termination of the contract.

## **7.00 System Security**

7.01 Transmission, processing, and storage of criminal justice information shall be conducted on dedicated systems. Increased reliance should be placed on technical measures to support the ability to identify and account for all activities on a system and to preserve system integrity.

7.02 The system shall include the following technical security measures:

- a. unique identification and authentication for all interactive sessions;
- b. if warranted by the nature of the contract, advanced authentication techniques in the form of digital signatures and certificates, biometric or encryption for remote communications;
- c. security audit capability for interactive sessions and transaction based logging for message-based sessions; this audit shall be enabled at the system and application level;
- d. access control mechanisms to enable access to be restricted by object (e.g., data set, volumes, files, records) to include the ability to read, write, or delete the objects;
- e. ORI identification and access control restrictions for message based access;
- f. system and data integrity controls;
- g. access controls on communications devices;
- h. confidentiality controls (e.g., partitioned drives, encryption, and object reuse).

7.03 Data encryption shall be required throughout the network passing through a shared public carrier network.

7.04 The Contractor shall provide for the secure storage and disposal of all hard copy and media associated with the system to prevent access by unauthorized personnel.

7.05 The Contractor shall establish a procedure for sanitizing all fixed storage media (e.g., disks, drives) at the completion of the contract and/or before it is returned for maintenance, disposal or reuse. Sanitization procedures include overwriting the media and/or degaussing the media. If media cannot be successfully sanitized it must be returned to the FDLE or destroyed.

## **8.00 Security Violations**

8.01 Consistent with Section 3.05, the Contractor agrees to inform the AC and ISM of system violations. The Contractor further agrees to immediately remove any employee from assignments covered by this contract for security violations pending investigation. Any violation of system discipline or operational policies related to system discipline is grounds for termination, which shall be immediately reported to the AC in writing.

8.02 The ISM will be responsible for reporting security violations to Florida's Agency for Enterprise Information Technology along actions taken by FDLE and Contractor.

8.03 Security violations can justify termination of the appended agreement.

8.04 Upon notification, FDLE reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;

b. Suspend or terminate access and services, including the actual telecommunications link to FDLE information systems.

8.05 FDLE will provide the Contractor with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to FDLE by the Contractor. Upon termination, the Contractor's records containing criminal history record information must be deleted or returned to FDLE.

8.06 FDLE reserves the right to audit the Contractor's operations and procedures at scheduled or unscheduled times. FDLE is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

## **9.00 Miscellaneous Provisions**

9.01 The parties are also subject to applicable federal and state laws and regulations.

9.02 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they provide a minimum basis for the security of the system and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

9.03 This Security Addendum may only be modified by amendments signed by authorized representatives of FDLE and the Contractor.

9.04 Security-related notices and correspondence shall be forwarded to:

**FDLE**  
**Information Technology Services**  
**Attention: Information Security Officer**  
**2331 Phillips Road**  
**Tallahassee, FL 32308**

**FDLE  
INFORMATION SYSTEMS SECURITY ADDENDUM**

**CERTIFICATION**

I hereby certify that I have read and understand the contents of the Security Addendum and the documents referenced therein and agree to be bound by their provisions.

I recognize that information obtained from FDLE information systems should be used only for its intended business purposes and that there is the potential for great harm if misused. I acknowledge that access to FDLE information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of FDLE information systems by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

<b>Signature</b>	
<b>Name</b>	
<b>Title</b>	
<b>Company Name</b>	
<b>Date</b>	