

## **Attachment N: Confidentiality and Non-Disclosure Agreement**

This Confidentiality and Non-Disclosure Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 2017, by and between \_\_\_\_\_ hereinafter referred to as "the vendor," and the State of Florida Department of Management Services, hereinafter referred to as "the Department."

The vendor warrants and represents that it intends to submit a proposal in response to the State solicitation entitled RFP DMS-16/17-050 (the "RFP"). In order to adequately respond to the RFP, the vendor must have access to certain information that is considered confidential, ("Confidential Information"). All such information provided by the Department during this procurement process shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information."

As a condition for its receipt and access to the Confidential Information, the vendor agrees as follows:

1. The vendor shall not use the Confidential Information for any purposes other than to respond to this RFP.
2. The vendor will not use or disclose the Confidential Information except as provided in this Agreement.
3. The vendor must use appropriate safeguards to prevent the unauthorized use or disclosure of the Confidential Information.
4. The vendor will not disclose, publish, release, transfer, or disseminate any Confidential Information except to respond to the RFP.
5. The vendor shall be liable for any violations by any of its employees who are provided or given access to Confidential Information and for any access by unauthorized persons.
6. The vendor shall abide by the following procedures in handling the Department's Confidential Information:
  - a. The vendor will password protect the Confidential Information upon receipt thereof.
  - b. The vendor shall only allow its authorized employees to access the Confidential Information.
  - c. The vendor will inform all employees who access to the Confidential Information that:
    - i. The employee is not to share the password or the Department's Confidential Information with any unauthorized person;
    - ii. At the end of the solicitation process, the employee will delete the Department's Confidential Information from any laptop, desktop or any other electronic shared system under their control and will destroy any paper copies of the Confidential Information; and

- iii. The employee must confirm to the vendor that he or she has so deleted or destroyed the Confidential Information.
  - d. The vendor shall provide files and passwords separately to each employee.
  - e. The vendor will maintain the list of persons granted access (“Access List”) to the Department’s Confidential Information. Employees expected to have access to the Department’s Confidential Information are to be listed in the chart on page 4 of this attachment. The vendor will update the list at the time it submits its proposal. The vendor has a continuing obligation to update the Access List.
7. The vendor must not disclose the Department’s Confidential Information such that the subject person can be identified, and the vendor must not contact the person who is the subject of the Confidential Information.
8. The vendor must report to the State any unauthorized access, use, or disclosure of Department’s Confidential Information within three (3) Calendar Days of discovery thereof.
9. If the vendor submits a proposal in response to this RFP, the vendor shall destroy the Department’s Confidential Information, including any copies, remaining in its possession within the later of five (5) business days of the State’s notice of an intended award in connection with this solicitation, or the conclusion of any legal proceeding or protest regarding the procurement. At that time, the vendor shall provide a certification and a final Access List to the procurement officer that it has complied with this requirement.
10. If the vendor does not submit a proposal in response to this RFP, the vendor shall destroy the Confidential Information, including any copies, by the time proposals are due.
11. The vendor’s employees who access the Confidential Information must agree to the restrictions set forth herein.
12. In the event the Department suffers any losses, damages, liabilities, expenses, or costs (including by way of example only, attorney’s fees and disbursements) that are attributable, in whole or in part, to any failure by the vendor or any employee, agent, or subcontractor of the vendor to comply with the requirements of this Agreement, the vendor shall hold harmless and indemnify the Department and the State of Florida from and against any such losses, damages, liabilities, expenses, and/or costs.
13. The vendor acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the Department and agrees that the Department may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The Department’s rights and remedies hereunder are cumulative, and the State expressly reserves any and all rights, remedies, claims, and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the vendor’s failure to comply with the requirements of this Agreement.
14. This Agreement shall be governed by the laws of the State of Florida. The vendor consents to personal jurisdiction in Florida state court, and exclusive venue shall be Leon County, Florida.

15. The individual signing below warrants and represents that they are fully authorized to bind the vendor to the terms and conditions specified in this Agreement.

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

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

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

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

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

**THIS SPACE INTENTIONALLY LEFT BLANK**



**Attachment N: Notice of Intent to Submit a Proposal**

\_\_\_\_\_ informs the Florida Department of Management  
(*Legal Name of Vendor*)  
Services of its intent to respond to the solicitation titled RFP DMS-16/17-050 Operations  
and Maintenance of Gadsden Correctional Facility.

**Complete ALL Information Below**

Name of Authorized Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

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

Enter Street or PO Address for Delivery of Attachment G and H

Enter City, State and ZIP Code for Delivery of Attachment G and H

Telephone No: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

E-mail Address: \_\_\_\_\_