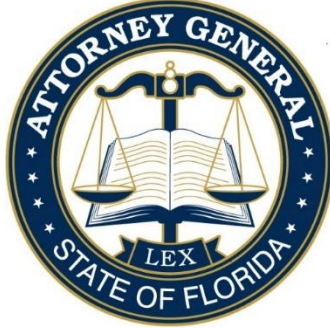


**TITLE PAGE
STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS
OFFICE OF THE ATTORNEY GENERAL**



**REQUEST FOR PROPOSAL
RFP DLA 2021.05
OAG WEBSITE MODERNIZATION**

Respondent Name: _____

Respondent Mailing Address: _____

City, State, Zip: _____

Phone Number: ()

Fax Number: ()

E-Mail Address: _____

Federal Employer Identification Number (FEIN): _____

BY AFFIXING MY SIGNATURE ON THIS PROPOSAL, I HEREBY STATE THAT I HAVE READ THE ENTIRE RFP TERMS, CONDITIONS, PROVISIONS, SPECIFICATIONS AND ALL ITS ATTACHMENTS, INCLUDING THE REFERENCED PUR 1000 AND PUR 1001. I hereby certify that my company, its employees, and its principals agree to abide by all of the terms, conditions, provisions, and specifications during the competitive solicitation and any resulting Contract, including those contained in the Standard Contract.

Signature of Authorized Representative: _____

Printed (Typed) Name and Title: _____

*An authorized representative is an officer of the respondent's organization who has legal authority to bind the respondent's organization to the provisions of the Proposals. This usually is the President, Chairman of the Board or owner of the entity, Document establishing delegated authority must be included with the Proposal if signed by other than authorized representative.

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SECTION 1 PURPOSE AND GENERAL INFORMATION

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to seek competitive, responsive Proposals and Pricing on behalf of the State of Florida, Department of Legal Affairs, Office of the Attorney General, hereafter referred to as the OAG, to establish a contract for the development and design of modernized websites for the OAG. The OAG Information Technology Team is seeking a specialized Respondent to provide this service.

1.2 Definitions

BUSINESS DAYS	Monday through Friday, excluding state holidays
BUSINESS HOURS	8 a.m. to 5 p.m., Eastern Time on all business days
BUSINESS UNIT OWNERS	Assigned staff within an OAG section that would be responsible for updating their own sections content.
CONTRACT	The formal written agreement that will be entered into between the OAG and the Respondent.
CONTRACTOR	The Respondent or Respondents with whom the OAG executes a contract with to provide the required commodities or services. Contractor as used herein refers to one or more Respondents.
MINOR IRREGULARITY	As used in the context of this solicitation indicates a variation from the RFP terms and conditions which does not affect the price of the Proposal or give the Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the interests of the OAG.
PROCUREMENT OFFICER	The sole point of contact during the RFP process.
PROPOSAL	The complete written response of the Respondent to the RFP including technical and price Proposals, all required forms, supporting documents and attachments.
RESPONDENT	Any entity or person who submits a Proposal to the OAG in response to this RFP.
REQUEST FOR PROPOSAL (the RFP)	This solicitation for the OAG Website Modernization, DLA -2021.05.
STATE	The state of Florida and its various agencies and other governmental subdivisions.
SUBCONTRACTOR	Any firm or person other than an employee of a Respondent who performs any services required by the Contract for compensation, upon OAG approval.
Vendor Bid System (VBS)	The system which allows all state Agencies to advertise solicitations on MyFlorida.com, hosted by the Department of Management Services. It also permits

	<p>registered Vendors to receive automatic email notification of solicitation advertisements, addendums to solicitation, and exceptional purchases. Florida's internet-based vendor information system at: http://vbs.dms.state.fl.us/vbs/main menu.</p>
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1.3 PUR 1001 – General Instructions to Respondents

The state of Florida General Instructions to Proposers (PUR 1001, <http://dms.myflorida.com/index.php/content/download/2934/11780/version/6/file/1001.pdf>) is hereby referenced and incorporated in its entirety into this RFP. This is a downloadable document at the hyperlink above. Please download and save this document to your computer for further review. Respondents to the solicitation are encouraged to carefully review all materials contained herein and prepare their proposals accordingly. There is no need to return the PUR 1001 back to the OAG. To the extent any terms contained in this RFP conflict with the terms of the PUR 1001, this RFP controls.

1.4 Procurement Officer and Restriction on Communications

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

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

Requests for clarification should be identified by placing this RFP DLA-2021.05 number in the subject line of all emails and directed to the Procurement Officer for this RFP who is:

Tina Vaughan, Sr. Management Analyst I
 Florida Office of the Attorney General
 107 West Gaines Street, Collins Building
 Tallahassee, Florida 32301
 Telephone: (850) 414-3925
 Email: tina.vaughan@myfloridalegal.com

1.5 Schedule of Events

The following time schedule will be strictly adhered to in all actions relative to the RFP, unless modified by the OAG by addendum to this RFP and posted on the VBS. No liability

to the OAG will result from such changes. All required Respondent actions must be completed by the date and time in the schedule.

EVENT	LOCATION	DATE/TIME
RFP Released/Posted	http://vbs.dms.state.fl.us/vbs/main_menu	April 5, 2021
Written Questions Submittal Deadline	To the Procurement Officer at: Tina.vaughan@myfloridalegal.com	April 12, 2021
Answers to written Questions	http://vbs.dms.state.fl.us/vbs/main_menu	Anticipated April 19, 2021
* Proposals Due and Opened	<p>The Office of the Attorney General Bureau of General Services, Purchasing Collins Building 107 W. Gaines Street Tallahassee, Florida, 32301</p> <p>Proposals should be addressed to the Procurement Officer, Tina Vaughan, as specified in Section 1.4.</p> <p>All timely Proposals will be opened at: Collins Building Room 226 107 W. Gaines Street Tallahassee, Florida, 32301 Time of Opening 2:30ET</p> <p>The public may attend the opening in person depending on the Agency’s visitation policy at the current time. A virtual public opening will be announced if applicable. The public may not review any Proposals at that time in accordance with section 119.07(1)(2), Florida Statutes. Only the names of Respondents and the names of any firms submitting “No Response” will be read aloud.</p>	May 3, 2021
Evaluation of Proposals	Evaluators will begin their individual evaluations.	Anticipated week of May 10, 2021
* Opening of Price Proposals	All Price Proposals will be opened at: Collins Building Room 226 107 W. Gaines Street Tallahassee, Florida, 32301 Time of Opening 2:30ET	May 24, 2021

	The public may attend the opening in person depending on the Agency’s visitation policy at the current time. A virtual public opening will be announced if applicable. The public may not review any Proposals at that time in accordance with section 119.07(1)(2), Florida Statutes. Only the names of Respondents and the names of any firms submitting “No Response” will be read aloud.	
Anticipated Intent to Award/Posted	http://vbs.dms.state.fl.us/vbs/main_menu	June 7, 2021
Anticipated Contract Start Date		June 21, 2021

All Respondents are hereby notified that the meetings noted with an asterisk above (*) are public meetings open to the public and may be electronically recorded by any member of the audience. Although the public is invited, no comments or questions will be taken from either Respondents or other members of the public.

1.6 Questions

This provision takes precedence of General Instruction #5 in PUR 1001.

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

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

VENDOR NAME RFP DLA-2021.05	
QUESTION	OAG’S ANSWER

1.7 Accessibility for Disabled Persons

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

SECTION 2 SPECIAL CONDITIONS

2.1 Responsive and Responsible (Mandatory Requirements)

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

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

2.2 Costs of Developing and Submitting Proposal and Ownership

Neither the OAG nor the state of Florida is liable for any of the costs incurred by a Respondent in preparing and submitting a Proposal. All Proposals become the property of the OAG upon receipt and will not be returned to the Respondents once received. The OAG will have the right to use any ideas or adaptations of ideas contained in any Proposals received in response to this RFP. Selection or rejection of the Proposal will not affect this right.

2.3 Addendums

All addenda to this RFP will be posted on the VBS with an Addendum Acknowledgement Form. The Addendum Acknowledgement Form, issued with each posting, must be signed by an individual authorized to bind the Respondent, dated and included in the Respondent's Proposal. It is the vendor's responsibility to monitor the VBS for any solicitation notifications and addendums.

2.4 Legal Requirements

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

2.5 Identical Scoring of Proposals

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

Respondents may execute and return **Drug Free Workplace Certification**, Attachment E, to be considered in the event of identical scoring or exact tie.

2.6 Conflict of Interest and Disclosure

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

2.7 Taxes

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

2.8 Proposal Tenure

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

2.9 Non-Exclusive Rights

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

2.10 Contract

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

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

2.11 Assignment of the Contract

A Contract awarded pursuant to this RFP is not assignable except with the prior written approval of the OAG. Payments due under the Contract are not assignable except with the prior written approval of the OAG, and the concurrence of the Chief Financial Officer of

the State. In the event of such approval, the Contract terms and conditions will apply to and bind the party or parties to whom the Contract is assigned as fully and completely as the Respondent is hereunder bound and obligated. No assignment will operate to release the Respondent from its liability for the prompt and effective performance of its obligations under the Contract.

2.12 No Third-Party Rights

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

2.13 Registered to do Business

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

SECTION 3 CONTRACT CONTENTS

3.1 Contract Terms

Respondents must become familiar with the Standard Contract, Attachment A, which contains administrative, financial and non-programmatic terms and conditions mandated by federal and state law and, administrative code rules. The terms and conditions contained in the Standard Contract are non-negotiable.

3.2 Term of Contract

It is anticipated that the Contract will be in effect for an initial term of three years, beginning on June 21, 2021, or when fully executed.

3.3 Renewal

The Contract may be renewed. Renewals may be made on a yearly basis for no more than three years beyond the initial contract term, or for the term of the original contract, whichever is longer. Renewals are subject to the mutual agreement of the parties, must be in writing, and are subject to the terms and conditions set forth in the initial contract as amended. Renewals are contingent upon satisfactory performance by the Respondent as determined by the OAG.

3.4 Cooperation with Inspector General

The Contractor understands its duty, pursuant to section 20.055(5) Florida Statutes, to cooperate with the Inspector General in any investigation, audit, inspection, review or hearing. The Contractor will comply with this duty and ensure that its subcontracts issued under this contract, if any, impose this requirement in writing, on its subcontractors.

3.5 E-Verify

In accordance with section 448.095 (2), Florida Statutes, the Contractor must register with and use the U.S. Department of Homeland Security's E-Verify system; <https://www.uscis.gov/e-verify/employers>, to verify the work authorization status of all new employees hired to perform services specified in the Contract. Subcontractors must also be registered in the E-Verify system and provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor will maintain a copy of such affidavit for the duration of the contract. The OAG may request documentation of compliance with this provision at any time during the Contract term. The Contract may be subject to termination for failure to comply with the requirements set forth in this Article, as specified in section 448.095 (2)(a), Florida Statutes.

SECTION 4 SCOPE OF WORK

4.1 Background

The OAG has an Information Technology Modernization Program (ITMP) currently underway. The primary purpose of the ITMP is to replace the aging infrastructure, IBM Notes with modern platforms to provide more robust applications and reporting capability along with mobility. The OAG's websites are currently hosted on-premises via IBM Notes servers. As the new cloud-based platforms of Hyland OnBase and Microsoft Dynamics are implemented, the need to modernize the Agency's web presence becomes more critical to ensure seamless interfaces with the OAG applications, other agencies, and the public. The primary website is: <http://myfloridalegal.com>

4.2 Scope of Services

Respondent will provide the development and design of modernized websites for the OAG. The websites will integrate with the OAG's new application landscape and integrate with other OAG systems to be implemented no later than 20 weeks from date of Contract execution.

4.3 Service Provision

Respondent must provide the below listed minimum services. Respondent may specify

additional value-added services in their Proposals, at no additional cost.

- a. Provide a timeline for implementation (detailed project plan) that includes at a minimum: assessment, business requirements and needs, design build, development, system and security test, code test, migration as needed, user acceptance testing, training, pilot, integration where appropriate, customization, implementation (production go-live), and post-launch production support.
- b. Review and assessment of existing OAG websites design and needed content. This will delineate developing the new application landscape and the integration with other OAG systems, and identify associated gaps, challenges and risks.
- c. Provide design, development and testing environments, as well as a production environment, with associated user access security functions.
- d. Move needed website content from IBM Domino Server (including stand-alone website URLs) to a modern web platform that has mobile responsiveness, multi-user access and have multi-lingual capability. Currently content is hosted and managed in IBM Notes.
- e. Development and integration of interfaces with specified OAG internal applications, external sites and highly secure complex interfaces.
- f. Develop simple and advanced search capabilities for static and dynamic content, including attachments, data from other OAG applications or SQL databases.
- g. Development of automated templates for various applications and interfaces.
- h. Identify and develop pilots for critical use cases. This includes a prioritized list of scenarios to be realized.
- i. Provide and utilize Contractor's "in-house" staff for development of the websites.
- j. Develop a process for archival content retrieval for historical and public records requests.
- k. Training of a minimum of 18 OAG staff to use, operate and update the websites. Training must take place within seven days of solution deployment.
- l. On-going annual support and maintenance of the websites after implementation, in accordance with an executed contract. This includes at a minimum: application, framework, issue resolution, upgrades, release management, and status reporting. Status Reporting will include professional support covering code, infrastructure, database, file system, and security.
- m. Assist the OAG with selecting a web content management tool for maintaining and updating the websites. Must include login capabilities, security and user

registration, on a per application basis.

- n. After implementation, provide on-going support and maintenance that includes at a minimum: application, framework, issue resolution, upgrades, release management, and status reporting. Status Reporting will include professional support covering code, infrastructure, database, file system, and security.

Below is an example of identifying the tasks and a subsequent timeline. Proposals must identify the tasks and the estimated timeline to complete the identified deliverables.

Example:

Deliverables	Tasks	TimeLine for Implementation and Delivery
Planning, assessment and development		
Migration/Conversion		
Testing		
Training		
Implementation of Solution		
Hosting of Websites		
Maintenance support and modification for first year		
Maintenance and support for each additional year		

4.4 General Requirements

This section specifies the websites requirements the Respondent must provide in their Proposal. The modernization of the OAG websites must at a minimum:

- a. Meet the OAG’s information security policy in accordance with Florida Administrative Code Rule 60GG-2 and governed pursuant to the Florida Information Protection Act. This includes vulnerability scans, automated patches, updates, and all security measures needed for compliance with the Rule and all should be done by the website host.
- b. Allow for OAG staff to manage the websites content through configurable workflow. The websites must be documented per industry best practices.
- c. Provide a hosting solution that has defined automated backups and disaster recovery plans with 24 hour, seven days a week, 365 days a year, support on infrastructure.
- d. Have the ability to interface with the OAG applications, mainly Hyland OnBase and Microsoft Dynamics, but does not have to be limited to only these. The web

and database servers must be compatible with the OAG environment.

- e. Have content management capabilities such as: content authoring, media management, workflow processes, flexible content layout, multilingual content, mobile materials devices capable, digital integrations, seamless integration with existing technologies, API-drive, highly scalable, notable fast performance, highly secured and archiving capabilities.
- f. Provide a website performance monitoring tool with scalability capabilities and high availability and provide real-time analysis and proactive alerts.
- g. Have compatibility with modern web browsers and mobile devices.
- h. Have indexed content for search engine optimization. Include a search function for users to easily locate information.
- i. Have accessibility to assistive technology and be compliant with section 508 of the Rehabilitation Act (29 U.S.C. § 794d).
- j. Provide an application consolidation, migration and integration strategy and roadmap.
- k. Provide regular, detailed status reports for findings and recommendations.
- l. Conform with best practices for security, performance and web application development.
- m. Have capabilities to scale site resources up, in order to meet predictable and unpredictable traffic spikes for any period of time, and then return resources back to normal levels when traffic subsides.
- n. Have the ability to manage domains and certificates.
- o. Have solution (websites and related systems) that is located at an off-site, third party, externally hosted, cloud environment with redundant and backup components hosted on servers based in the continental United States (for data sovereignty). Contractor must indicate specific retention schedule.
- p. Have links from webpages to “help” documents for general usage.
- q. Ensure the URL responds to http:// and automatically redirect to https:// in accordance with best practices. The SSL certification must be an Extended Verification (EV) certificate and be procured and installed by the website host.
- r. Ensure all OAG website URLs are included in the new solution. Different solutions are possible. Some of the listed are associated with myfloridalegal.com and some are stand-alone:
 - 1. Csbmb.com;
 - 2. Doseofreality.com;
 - 3. Victre.com;
 - 4. Youcanstopht.com;
 - 5. FEC.state.fl.us;
 - 6. Myfloridarx.com;
 - 7. Floridadec.org;

8. Humantraffickingsummit.com;
 9. Preventcrimeconference.com; and
 10. Fcpti.com
- s. Integrates with Microsoft SQL Server, especially for data transfers.
 - t. Meets qualifications and requirements for archiving content for historical records and managing Public Records requests.
 - u. Design and code the OAG webpage templates and graphics with the capability for automated forms that deliver faster rendering of dynamic content and improved site reliability.
 - v. Ensure business unit owners have the ability to update their own content.

4.5 Respondent's Minimum Qualifications

Respondents must provide a completed Business Reference Form using Attachment D that documents the required minimum qualifications and experience.

Respondent must have the following minimum experience:

- a. A minimum of five continuous years, within the last 10 years, of proven, hands-on experience in enterprise level website development and maintenance.
- b. Direct experience, within the last 10 years, in working with government agencies (state, federal or both).

4.6 Subcontractors

Respondent may enter into written subcontracts for performance of specific services (but not all contract services) under the Contract. Such services that may be subcontracted are specified in the terms of the OAG Standard Contract, Attachment A. Anticipated subcontract agreements known at the time of Proposal submission must be identified in the Proposal. If a subcontract has been identified at the time of Proposal submission, a copy of proposed subcontract must be submitted to the OAG. No subcontract that the Respondent enters into with respect to performance under the agreement will in any way relieve the Respondent of any responsibility for performance of its contractual responsibilities with the OAG. The OAG reserves the right to request and review information in conjunction with its determination regarding a subcontract request.

4.7 Performance Measures

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

4.8 Financial Consequences

Pursuant to section 287.058 (1)(h), Florida Statutes, the Contract must include financial

consequences that will apply if the Contractor fails to perform in accordance with the Contract terms. The financial consequences will be established based on the final determination of the performance measures and the Contract amount.

SECTION 5 INSTRUCTIONS FOR PROPOSAL SUBMITTAL

5.1 Proposal – Two Parts (MANDATORY REQUIREMENT)

The Respondent must submit its Technical Proposal with the required documentation and Price Sheet, Attachment B, by the date and time set forth in **Section 1, 1.5, Schedule of Events**, in the following manner:

- 5.1.1 **Separation of Technical and Cost Proposals:** Respondents must separate the Technical Proposal from the Price Proposal and ensure labeling as described in Sections 5.1.2 and 5.1.3. **No pricing information should be contained in the Technical Proposal. Pricing information contained in the Technical Proposal will render the Proposal non-responsive.**
- 5.1.2 **Technical Proposal:** The Respondent’s Proposal and required attachments must be submitted in a **separate sealed envelope** or box and labeled **TECHNICAL PROPOSAL. Attachments C and D must be included in this envelope or box.**
- 5.1.3 **Price Proposal:** The **Price Sheet, Attachment B**, must be submitted at the same time as the Technical Proposal; but must be in a **separate sealed envelope** and labeled **Price Sheet, RFP DLA 2021.05. No alterations or amendments of the Price Sheet will be accepted. Any such changes or amendments will render the Proposal non-responsive.**

5.2 Copies of Proposals

Respondents are asked to submit an ORIGINAL AND FIVE COPIES of its Proposal including Price Sheet, Attachment B, to the OAG no later than the date and time listed in accordance with **Section 1.5, Schedule of Events**. In addition, the Proposal should contain an electronic version of its business corporate or company information and documentation (specified in **Section 5.5.2**) in a single Adobe PDF document file format on portable media. Respondent’s original Proposal must contain originals of all documents required to be submitted by Respondents.

5.3 Proposal Delivery (MANDATORY REQUIREMENT)

It is the Respondent’s responsibility to ensure that its Proposal is delivered to the OAG by the specified time and date at the location identified in **Section 1, 1.5 Schedule of Events**. Proposals which, for any reason are not received timely, will not be considered or scored. Unsealed Proposals, Proposals transmitted electronically are not acceptable and will be declared non-responsive and will not be scored. Proposals to this RFP may not be altered after the submission due date and time.

5.4 Signed Title Page (MANDATORY REQUIREMENT)

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

5.5 Contents of Technical Proposal

To assist the OAG in reviewing the Proposals, Respondents are encouraged to use the below format and headings. Failure to use this format may result in information being overlooked and negatively impact the Respondent's score.

Table of Contents

TAB 1 Required Documentation

Title Page (Signed)

Transmittal Cover Letter (see Section 5.5.1)

Statement of Non-Collusion (see Attachment C)

TAB 2 Respondent's Narrative Proposal addressing all aspects of Section 4, Scope of Work

TAB 3 Respondent's Corporate/Business Information (see Section 5.5.2)

Requested Documentation (see Section 5.5.3)

References (see Section 4.5)

5.5.1 Tab 1 Title Page and Transmittal Cover Letter

This cover letter serves as the Title Page of the Proposal. The letter must clearly indicate that the person signing the Proposal is authorized to bind the Respondent legally in a contractual obligation. The Transmittal Cover Letter will include the items below:

- a. Completed and Signed Title Page;
- b. Name and title of authorized representative submitting the Proposal, other than what is stated on the Title page, if applicable;
- c. Any and all joint proposing firms or subcontractors; and
- d. Section 2.6 of the RFP, Conflict of Interest and Disclosure must be completed.

5.5.2 Tab 2 Narrative Proposal

This section should address the Respondent's Proposal for addressing all deliverables and tasks as required by Section 4, in particular Sections 4.3 and 4.4, to include, but not limited to, dates and time for completion.

5.5.3 Tab 3 Business/Corporate Information

This section profiles the organization and status of the Respondent that will perform the Contract and should demonstrate compliance with Section 4.5, Minimum Qualifications, and should include the requested information below:

- a. Date established, ownership (public company, partnership, subsidiary, etc.);
- b. Total number of employees;
- c. List of all officers of the firm indicating the percentages of ownership of each officer and the names of the Board of Directors, if applicable;
- d. If the Respondent has defaulted on a contract, or had a contract terminated for cause, within the past five years, describe the facts surrounding the default or termination in detail;
- e. Respondent must certify they are not delinquent paying taxes to the federal government, the State, or any governmental authority. If it cannot so certify, describe the facts surrounding each such delinquency in detail;
- f. If the Respondent has filed for bankruptcy protection within the past five years or is currently in the process of filing or planning to file for bankruptcy protection or financial restructuring or refinancing, describe the facts surrounding these financial situations in detail. Each Respondent shall disclose any current or contingent liabilities that may impact on its ability to timely perform the contract; and
- g. If the Respondent has any pending or threatened litigation by or against the State, or any other governmental authority, describe the facts of each pending or threatened instance of litigation in detail.
- h. Resumes of lead developers, listing the development work where they were the primary developer;
- i. List of sites recently developed;
- j. List of proposed support staff working on this project, (e.g. project managers, graphic artists, database managers); and
- k. Business Reference Form, Attachment D (Section 4.5)

5.6 Confidential or Exempt Material

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

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

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

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

SECTION 6 EVALUATION OF TECHNICAL AND PRICE PROPOSAL

6.1 Introduction

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

6.2 Evaluation Criteria

The OAG will evaluate Proposals against all evaluation criteria set forth in Section 6.2.1 in order to determine the Proposal(s) most advantageous to the OAG. Points are allocated as follows:

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

6.2.1 Technical Proposal Scoring

Technical Proposals will be scored by the Evaluation Team in the areas indicated below. Each Evaluator will score the Proposals separate from the other Evaluators. The raw scores in each evaluation area from each Evaluator will be totaled. The

total scores from each Evaluator will be then averaged together, to determine each Respondent’s Technical Proposal score.

Evaluation Criteria	Maximum Points
Title Page and Transmittal Cover Letter – Section 5.5.1	5 points
Respondent’s Narrative Response addressing Sections 4.3 through 4.7 – Scope of Work	50 points
Business/Corporate Information	15 points

6.3 Price Proposal Opening

Price Proposals will be opened in a public meeting (or virtual) on the date and time indicated in Section 1.5, Schedule of Events.

6.3.1 Price Proposal Scoring

Scoring of the Price Proposals will be based on the Respondent’s total proposed price (including all proposed unit prices and fees), up to the maximum points specified in Section 6.2, of this RFP. The total proposed price will be scored in accordance with the below formula, with the maximum number of points awarded to the lowest total price.

Items/prices will be weighted in the following manner:

Evaluation Criteria	Maximum Points
Grand Total of Website Development	18
Grand Total of Renewal Years	12

Website Development

Maximum Price Proposal Points (18) x (Lowest Price Proposal / Respondent’s Price Proposal) = PRICE SCORE FOR WEBSITE DEVELOPMENT

Renewal Years

Maximum Price Proposal Points (12) x (Lowest Price Proposal / Respondent’s Price Proposal) = PRICE SCORE FOR RENEWAL YEARS

Total Points for Website Development + Total Points for Renewal Years = TOTAL POINTS AWARDED

6.4 Notice of Agency Decision

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

6.5 Protests

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

A notice of intent to protest must be received by the Agency Clerk, with notice given to the Procurement Officer for the intent to protest, within the time prescribed in section 120.57(3), Florida Statutes.

Only documents delivered by the U.S. Postal Services, a private delivery service or in person during business hours (8:00 a.m. to 5:00 p.m. Eastern Time) will be accepted. Documents received after hours will be filed the following business day. **No filing may be made by email or any other electronic means.** All filings must be made with the Agency Clerk ONLY and are only considered “filed” when stamped by the official stamp of the Agency Clerk. It is the responsibility of the filing party to meet all filing deadlines.

The Agency Clerk’s mailing address is:

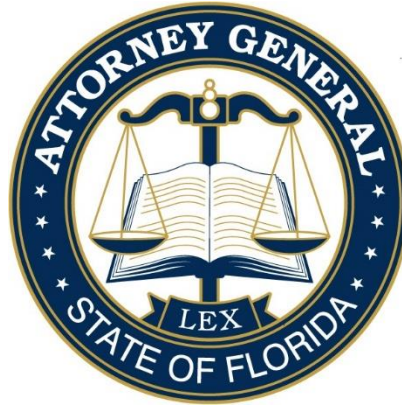
Agency Clerk
Florida Department of Legal Affairs
Office of the Attorney General
PL-01, The Capitol
Tallahassee, FL 32399

Do not send Proposals to the Agency Clerk’s office. Send all Proposals to the Procurement Officer to the address listed in the Schedule of Events (section 1.5).

The Agency Clerk’s physical address for hand deliveries is:

Agency Clerk
Florida Department of Legal Affairs
Office of the Attorney General
107 W. Gaines St.
Tallahassee, FL 32301

ATTACHMENT A
STANDARD CONTRACT FOR
INSERT NAME OF CONTRACT



BETWEEN
THE STATE OF FLORIDA
Department of Legal Affairs
AND

INSERT NAME OF CONTRACTOR

STANDARD CONTRACT

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

This Contract is between the STATE OF FLORIDA, OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL AFFAIRS (OAG), an agency of the state of Florida with offices at The Capitol, PL-01, Tallahassee, Florida 32399-1050, and [insert Contractor's name], [address] (Contractor), and jointly referred to as "the Parties".

The Parties enter into this Contract in accordance with the terms and conditions of the Website Modernization, solicitation DLA 2021.05, RFP.

The parties agree to the following terms and conditions:

1. SCOPE OF WORK

The Contractor will perform the services specified in detail in Attachment **X** to this Contract, hereby incorporated by reference, Attachment **X** reflect the SCOPE OF WORK, Section # of the RFP and Contractor's RESPONSE thereto. The General Contract Terms from PUR 1000 apply and are hereby incorporated by reference. This contract take precedent if there is any conflict between the terms of PUR 1000 and this Contract.

2. DEFINITIONS

The following definitions apply in addition to the definitions in PUR 1000.

Business Days	Any day between Monday through Friday, inclusive, except for state holidays observed by the OAG or any day state offices are officially closed.
Business Hours	8 a.m. to 5 p.m., Eastern Time on all business days
Contract	The formal written agreement that will be entered into between the OAG and the Respondent.
Contractor	The Respondent or Respondents with whom the OAG executes a Contract with to provide the required commodities or services. Contractor as used herein refers to one or more Respondents.
State	State will be synonymous with the state of Florida and its various agencies and other governmental subdivisions.
Subcontractor	Any firm or person other than an employee of a Respondent who performs any services required by the Contract for compensation, upon OAG approval
Vendor Bid System (VBS)	The system which allows all State Agencies to advertise solicitations on MyFlorida.com, hosted by the Department of Management Services. It also permits registered Vendors to

	receive automatic email notification of solicitation advertisements, addendums to solicitation, and exceptional purchases. The state of Florida's internet-based vendor information system at: http://vbs.dms.state.fl.us/vbs/main menu
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3. TERM

3.1 Initial Term

The initial term of the Contract will be for three years. The initial Contract term will begin on June 21, 2021, or on the last date it is signed by all parties, whichever is later.

3.2 Renewal Term

This Contract may be renewed on a yearly basis for no more than three years beyond the initial Contract or for the original term of the Contract, whichever is longer, and is subject to the same terms and conditions set forth in the initial Contract. Renewals must be in writing, made by mutual agreement, and will be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the OAG and will be subject to the availability of funds.

3.3 Termination

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

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

The following terms apply in addition to the termination provisions in PUR 1000 sections 22 and 23.

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

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

4. COMPENSATION

4.1 Payment

This is a fixed price, fixed fee and unit cost Contract. The OAG will pay the Contractor based on the amounts agreed to in the **PROPOSAL, Attachment B, Price Sheet** submitted, which will be incorporated in the Contract by reference. The total Contract amount and the amounts, the unit of service as related to the deliverables, and timing of the payments (e.g., quarterly, monthly, one-time) will be specified in Attachment A of this Contract. Payments will be made in accordance with sections 215.422 and 287.0585, Florida Statutes, which govern the time limits for payment of invoices. The OAG's failure to pay, or delay in payment will not constitute a breach of the Contract and will not relieve the contractor of its obligations to the OAG.

4.2 Invoices

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

4.3 Bills for Travel

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

4.4 Final Invoice

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

4.5 Annual Appropriations

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

4.6 Preferred Price Affidavit or Proof of Service Form Requirement

During the contract term, if the OAG becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a service outside the contract, but upon the same or similar terms of the contract, then at the discretion of the OAG the price under the contract will be immediately reduced to the lower price, per Section 4(b) of PUR 1000, (10/06), Florida Administrative Code Rule 60A-1.002., State Purchasing Forms. The Contractor will submit to the OAG from an authorized representative, at least annually, attesting that the Contractor is in compliance with the Best Pricing Offer provision.

4.7 MyFloridaMarket Place Transaction Fees

The state of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(22), Florida Statutes, all payments will be assessed a transaction fee of one percent, which the Contractor will pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee will, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor will pay the transaction fee pursuant to Florida Administrative Code Rule 60A-1.031(2). By submission of these reports and corresponding payments, the Contractor certifies their correctness. All such reports and payments will be subject to audit by the State or its designee. The Contractor will receive a credit for any transaction fee paid by the Contractor for the purchase of any item. If such items are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the Purchase Order. Failure to comply with these requirements will constitute grounds for declaring the Contractor in default and recovering re-procurement costs from the

Contractor in addition to all outstanding fees. Contractors delinquent in paying transaction fees will be excluded from conducting future business with the State.

4.8 Contractor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, Florida Statutes, which include disseminating information relative to prompt payment and assisting vendors in receiving their payments in a timely manner from the OAG. The Vendor Ombudsman may be contacted at (850) 413-3431.

4.9 Corrective Action Plan (CAP)

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

4.10 Deliverables, Tasks, Performance Measures and Financial Consequences

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

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

The Deliverables, Tasks, Performance Measures and Financial Consequences specific to this Contract are set forth in Attachment **X**.

5. LIABILITY AND INSURANCE

5.1 Indemnification

This provision takes precedence over General Condition #19 in PUR 1000. General Condition #20, Limitation of Liability in PUR 1000 is specifically rejected.

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

Contractor's inability to evaluate liability or its evaluation of no liability will not excuse Contractor's duty to defend and indemnify the OAG within seven calendar days after certified mail or courier delivery notice from the OAG. Only adjudication or judgment after highest appeal is exhausted specifically finding Contractor not liable will excuse performance of this provision. Contractor will pay all costs and fees related to this obligation and its enforcement by the OAG. The OAG's failure to notify Contractor of a claim will not release Contractor of the above duty to indemnify. **NOTE: This section 5, Liability and Insurance, is not applicable to Contracts executed between state agencies or subdivisions, as defined in section 768.28, Florida Statutes.**

5.2 Liability and Worker's Compensation Insurance

This provision replaces General Contract Condition # 35, of PUR 1000.

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

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

6. CONTRACT DOCUMENT

This Contract constitutes the entire understanding of the parties and consists of the documents listed. In the event there is a conflict between these documents, the conflict will be resolved in the following order of priority:

- a. This Contract
- b. Scope of Work – Attachment A – subject to modification based on Proposal
- c. Price/Rate Sheet – Attachment B to the solicitation
- d. RFP – RESPONSE
- e. General Contract Conditions – PUR 1000 (10/06), which are incorporated by reference, and available at:
<http://www.dms.myflorida.com/content/download/2933/11777/version/6/file/1000.pdf>

7. CONTRACT ADMINISTRATION

7.1 Contract Administrator

The OAG’s Contract Administrator is responsible for all aspects of Contract administration including but not limited to creation and maintenance of the Contract file, managing changes to the Contract, maintaining financial information, and entering Contract information into the OAG’s Contract tracking system (CTRS). As of the effective date of the Contract, the Contract Administrator is:

Tina Vaughan
Bureau of General Services
Office of Administrative Services
Florida Department of Legal Affairs
Physical Address: 107 W. Gaines Street, Tallahassee, Florida 32301
Mailing Address: PL-01, The Capitol, Tallahassee, Florida 32399-1050
Phone: 850-414-3925
Email: tina.vaughan@myfloridalegal.com

In the event the OAG changes the Contract Administrator, the OAG will notify the Contractor’s Representative in writing. Such changes do not require a formal written amendment to the Contract.

7.2 Contract Manager

The OAG’s Contract Manager is responsible for all aspects of Contract management including but not limited to: managing the receipt, certification, and payment of commodities and Contractual services; monitoring and evaluating Contractor performance and end user satisfaction; serving as the point of contact for the OAG and Contractor; and maintaining a Contract management file. As of the effective date of the Contract, the Contract Manager is:

Douglas Smith

Director of Information Technology
Physical Address: 107 West Gaines Street, Tallahassee, Florida 32301
Mailing Address: PL-01, The Capitol, Tallahassee, Florida 32399-1050
Phone: 850-414-3511
Email: douglas.smith@myfloridalegal.com

In the event the OAG changes the Contract Manager, the OAG will notify the Contractor's Representative in writing. Such changes do not require a formal written amendment to the Contract.

7.3 Contractor's Representative

The Contractor will assume sole responsibility for providing the commodities and services offered in its Response, whether or not the Contractor is the Contractor of said commodities and services or any component thereof. The OAG will consider the Contractor's Representative to be the sole point of contact with regard to Contractual matters. As of the effective date of the Contract, the Contractor's Representative is:

Insert Name

Insert Title

Address:

Phone:

Email:

In the event the Contractor changes the Contractor's Representative, the Contractor will notify the OAG's Contract Administrator and Contract Manager in writing. Such changes do not require a formal written amendment to the Contract.

8. CONTRACT CHANGES

8.1 Changes to the Services

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

Substitutions will meet or exceed the applicable requirements set forth in the Contract unless otherwise agreed to by the Parties in writing.

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

8.2 Amendment and Change to Scheduling

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

9. AUDITS, DOCUMENTATION AND RECORDS RETENTION

9.1 Public Records Requests

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

9.1.1 Keep and maintain public records required by the OAG to perform all services required by this Contract.

9.1.2 Upon receiving a request from the OAG's Custodian of Public Records, the Contractor will provide the OAG with a copy of the requested records, at no cost to the OAG, or allow the records to be inspected or copied by the member of the public making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

9.1.3 Ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this Contract, those records that are exempt or confidential and exempt from public records disclosure requirements by operation of section 119.071, Florida Statutes or Chapter 119, Florida Statutes, are not disclosed except as authorized by law for the duration

of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the OAG.

9.1.4 Upon completion of this Contract, the Contractor will keep and maintain public records required by the OAG to perform the services to be provided in the scope of this Contract, or electronically transfer in a file format compatible with the information technology systems of the OAG, at no cost to the OAG, all public records in possession of the Contractor. If the Contractor transfers all public records to the OAG upon completion of the Contract, the Contractor will destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure.

9.1.5 If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor will meet all applicable requirements for retaining public records, consistent with the state of Florida's records retention schedule. All public records stored electronically must be provided to the OAG, upon request of its Custodian of Public Records, at no cost to the OAG, in a format compatible with the information technology systems of the OAG.

9.2 Failure to Comply with Public Records Law

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THEN THE CONTRACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 414-3634, publicrecordsrequest@myfloridalegal.com OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.

9.3 Indemnification

Contractor will protect, defend, and indemnify the OAG for all claims arising from or relating to Contractor's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Contractor fails to submit a redacted copy of information it claims is Confidential, the

OAG is authorized to produce the entire documents, data, or records submitted to the OAG in answer to a public records request or other lawful request for these records.

9.4 Confidential Information in Possession of Contractor

During the Contract, the Contractor may have access to information that is confidential, exempt, or otherwise protected information. The Contractor must comply with the **Scope of Work, Attachment A**. Maintaining confidentiality and security of information which is in possession of the Contractor pursuant to this Contract is a material provision of this Contract. Failure to maintain the confidentiality and security required by the **Scope of Work, Attachment A** will result in termination of this Contract for cause.

10. INTELLECTUAL PROPERTY

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

If Respondent is a state university as defined under Chapter 1004, Florida Statutes, the above language will not apply and Respondent will retain ownership of all intellectual property developed as part of this contract in accordance with section 1004.23, Florida Statutes. Intellectual property includes all copyrights, trademarks, and patentable developments.

11. DATA MANAGEMENT

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

11.1 Ownership and User Rights

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

Data be disclosed, sold, assigned, leased, or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor or any Subcontractor. The Contractor and its Subcontractors will not possess or assert any lien or other right against State Data.

11.2 Hardware and Equipment

Except as this Contract expressly provides otherwise, as between the State and the Contractor (or its Subcontractor), the Party that furnishes hardware or equipment for its or the other Party's use during performance of the Project will be and remain the owner (or lessor, where applicable) of the hardware or equipment furnished by it.

11.3 Rights in Deliverables and Work Products

Deliverables and Work Products prepared by the Contractor and its Subcontractors may consist of or contain any (or any combination) of the following: (i) Background Intellectual Property (IP), including Commercial Off the Shelf (COTS) software, templates, frameworks, and other materials) owned by the State, the Contractor, a Subcontractor, or a third-party licensor; (ii) Custom IP developed during performance of the Contract specially for (or by) the State; and (iii) customizations or add-ons to, or derivative works of, a Party's Background IP. Regardless of who creates or participates in the creation of the foregoing, ownership of and use rights in them will be as set out in the remainder of this Section 13.3, consistent with the requirements of section 287.0571(5)(k), Florida Statutes., which provides that any copyrightable or patentable Intellectual Property produced as a result of work or services performed under the Contract, or in any way connected with the Contract, will be the property of the State, with only such exceptions as are clearly expressed and reasonably valued in the Contract. In the case of any Solution component, Deliverable, or Work Product for which the OAG enters into a signed License with the owner or licensor thereof, such License's terms will supersede those set forth herein that would otherwise apply.

12. OVERSIGHT

12.1 Department of Management Services, Division of State Technology (successor to the Agency for State Technology)

The Contractor understands its duty to comply with the Florida Information Technology Project Management and Oversight Standards as defined in Florida Administrative Code Chapter 74-1. The Contractor will ensure the Division of State Technology has access to the necessary data and reports to support compliance.

12.2 Independent Verification and Validation (IV&V)

The OAG reserves the right to Contract for third-party consultant services to deliver IV&V in accordance with Florida Administrative Code Chapter 74-1. The OAG will use reasonable efforts to minimize the disruption to the business operations of the Contractor and its Subcontractors by IV&V.

13. GEOGRAPHIC LOCATION OF DATA SERVICES

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

14. RECORDS RETENTION

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

15. MONTORING BY THE OAG

The Contractor will permit all persons who are duly authorized by the OAG to inspect and copy any records, papers, documents, facilities, goods, and services of the Contractor that are relevant to this Contract, and to interview clients, employees, and subcontractor employees of the Contractor to assure the OAG of satisfactory performance of the terms and conditions of this Contract. Following such review, the OAG will deliver to the Contractor a written report of its finding, and may direct the development, by the Contractor, of a corrective action plan. This provision will not limit the OAG's termination rights.

16. AUDITS

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

Contracts relating to this Contract. The State's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

17. DIVERSITY AND DIVERSITY REPORTING

17.1 Diversity

It is the policy of the state of Florida that minority business enterprises, women-owned business enterprises, and service-disabled veteran business enterprises (as those terms are defined in Florida Statutes), have the maximum practicable opportunity to participate in performing contracts let by any state agency. The Contractor will emulate this policy to the fullest extent possible, consistent with ensuring its efficient contract performance, by reasonably considering such business enterprises as subcontractors for the services rendered under this contract. Contractor will comply with all controlling applicable law respecting the participation of such business enterprises in the provision of the services and to reasonably cooperate in any studies or surveys as may be conducted by the State to determine the extent of the Contractor's compliance with this section.

17.2 Diversity Reporting

Upon request, the Contractor will report to the OAG, spending with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this Contract.

18. SECURITY

High Confidentiality: preserving authorized restrictions on information access and disclosure, including means for protecting personal privacy and proprietary information.

High Integrity: guarding against improper information modification or destruction and includes ensuring information non-repudiation and authenticity.

Medium Availability: ensuring timely and reliable access to and use of information with minimal downtime during normal business hours.

Maintaining security is a material portion of this Contract and failure to maintain these standards may result in the consequences for non-performance described in Section 4.8 of the Contract, including, but not limited to indemnification of the state from any liability caused by the breach.

19. BACKGROUND SCREENING REQUIREMENTS

19.1 Definitions

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

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

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

19.2 Background Screening Required

The Contractor will not allow any Person to provide services under this Contract, have access to any State data, or enter any facility of the OAG until that person has been cleared by the OAG under the standards and procedures provided below:

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

19.2.2 A Level 2 background screening will be required for all persons performing these services and will be arranged by the Contractor and all necessary personal identifying information provided by the Contractor and/or such persons at least 10 calendar days in advance of the desired initial date of access prior to persons performing project services being allowed access to any OAG office.

19.2.3 A Level 2 background screening will be conducted, reviewed and cleared through the OAG’s designee pursuant to personal identifying information provided by the Contractor and/or the person who is the subject of the screening.

19.2.4 OAG IT staff members must be in the immediate area of any OAG facilities where Contractor personnel are performing project services if any of those personnel do not have an approved OAG Level 2 background screening and have not completed the CJIS Awareness Training.

19.2.5 CJIS Security Awareness Training Requirements

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

19.2.6 Duty to Provide Secure Data

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

19.3 OAG's Ability to Audit Screening Compliance and Inspect Locations

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

19.4 Security Breach

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

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

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

20. STATE OF FLORIDA LAW

20.1 Governing Law

This Contract will be construed, performed, and enforced in accordance with the laws and rules of the state of Florida. If any term or provision of the Contract is found to be illegal or unenforceable such term or provision will be deemed stricken and the remainder of the Contract will remain in full force and effect. All litigation arising under this Contract will be instituted in the appropriate court in Leon County, Florida.

20.2 Compliance

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

20.3 Licenses and Permits

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

20.4 Notice of Legal Actions

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

20.5 Public Entity Crime and Discriminator Vendors

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

20.5.1 Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier,

subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

20.5.2 Discriminatory Vendors

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity so long as that entity's name appears on the discriminatory vendor list.

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

20.6 Gifts

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

20.7 E-Verify Employment Eligibility Verification

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

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

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

20.8 Independent Capacity of the Contractor

The Contractor is an independent contractor and is solely liable for the performance of all tasks and deliverables contemplated by this contract. Except where the Contractor is a state agency, the Contractor, its officers, agents, employees, subcontractors, or assignees, in performance of this Contract, will act in the capacity of an independent contractor and not as an officer, employee, or agent of the state of Florida. Contractor will not represent to others that it has the authority to bind the OAG unless specifically authorized to do so.

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

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

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

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

20.9 Preservation of Remedies

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

20.10 Unauthorized Employment

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

20.11 HIPAA Compliance

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

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

20.12 Delegation of Obligations Under the Contract

21.12.1 Subcontractors

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

21.12.2 Assignment

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

20.13 ALL TERMS AND CONDITIONS INCLUDED

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

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

«CONTRACTOR NAME»

«TITLE»

John M. Guard

Deputy Attorney General

Date

Date

«ENTER NUMBER»

FEIN or SS Number

**ATTACHMENT B
PRICE SHEET
RFP DLA 2021.05
OAG WEBSITE MODERNIZATION**

THE CONTRACT WILL BE AWARDED TO THE RESPONSIVE, RESPONSIBLE RESPONDENT THAT OFFERS THE BEST VALUE TO THE OAG FOR THE WEBSITE MODERNIZATION.

No alterations or amendments to the Pricing Sheet will be accepted. Any such changes or amendments will render the Pricing Sheet (and thereby) the Proposal non-responsive. No pricing information should be contained in the Technical Proposal. Pricing information contained in the Technical Proposal will render the proposal non-responsive.

WEBSITE DEVELOPMENT (60% of Total Price Proposal Points)

	Total Cost
Planning, assessment and development	\$
Migration/Conversion	\$
Testing	\$
Training	\$
Implementation of Solution	\$
Hosting of Websites	\$
Maintenance, support and modifications for year one	\$
GRAND TOTAL	\$

RENEWAL YEARS (40% of Total Price Proposal Points)

Renewal years include maintenance, support and hosting, including upgrades and enhancements, per year, after year one for the remainder of the initial Contract term and renewal years.

	Total Cost
Maintenance and Support	
Renewal Year 1	\$
Renewal Year 2	\$
Renewal Year 3	\$
GRAND TOTAL	\$

ATTACHMENT C

**Statement of Non-Collusion
OAG Website Modernization
RFP DLA 2021.05**

I hereby certify that my company, its employees, and its principals, were not involved in performing a feasibility study of the implementation of the subject Contract, in the drafting of this solicitation document, or in developing the subject program. Further, my company, its employees, and principals, engaged in no collusion in the development of the instant bid, proposal or reply. This bid, proposal or reply is made in good faith and there has been no violation of the provisions of Chapter 287, Florida Statutes, the Administrative Code Rules promulgated pursuant thereto, or any procurement policy of the Department of Legal Affairs. I certify I have full authority to legally bind the Provider, Respondent, or Vendor to the provisions of this bid, proposal or reply.

Signature of Authorized Representative*

Date

*An authorized representative is an officer of the Respondent’s organization who has legal authority to bind the organization to the provisions of the Bids. This usually is the President, Chairman of the Board, or owner of the entity. A document establishing delegated authority must be included with the Bid if signed by other than the President, Chairman or owner.

ATTACHMENT D

BUSINESS REFERENCE FORM

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

1

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

2

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

3

Company Name

Point of Contact

Address

Telephone Number

City/State/Zip Code

Email Address

Project Date

Description (Scope of Work)

4

Company Name

Point of Contact

Address

Telephone Number

City/State/Zip Code

Email Address

Project Date

Description (Scope of Work)

Company Name

Point of Contact

Address

Telephone Number

City/State/Zip Code

Email Address

Project Date

Description (Scope of Work)

ATTACHMENT E

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Section 287.087, Florida Statutes. preference to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five calendar days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Signature

Date

Printed Name

Company Name

ATTACHMENT F

APPLICATION, DATA SECURITY AND CONFIDENTIALITY

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

1. Hosting Data or Applications

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

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

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

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

2. Application Provisioning

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

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

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

3. Data Interchange

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

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

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

4. All IT Services

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