

Attachment K
Confidentiality and Non-Disclosure Agreement

This Confidentiality and Non-Disclosure Agreement (the "Agreement"), effective on the date signed below, is entered into by and between the vendor specified in the signature block (the "Vendor") and the State of Florida (the "State"), Department of Management Services (the "Department").

The Vendor represents and warrants that it intends to submit a Proposal in response to the Department's solicitation no. RFP DMS-20/21-056 (the "RFP"). In order to adequately respond to the RFP, the Vendor must: 1) obtain copies of RFP Attachments D, E, and J, portions of which contain information that is otherwise exempt from public disclosure pursuant to Chapter 119, Florida Statutes (F.S.), or other relevant state or federal law; and 2) complete a site visit, during which time information may be disclosed to the Vendor that is otherwise exempt from public disclosure pursuant to chapter 119, F.S., or other relevant state or federal law (collective, these two (2) types of information are referred to herein as "Confidential Information"). For the purposes of this Agreement, all such information contained in the attachments or obtained at the site visit will be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information" at the time it is received by the Vendor.

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

1. The Vendor shall not use the Confidential Information for any purposes other than to complete a Proposal in response to this RFP.
2. The Vendor shall use appropriate safeguards to prevent the unauthorized use or disclosure of the Confidential Information.
3. The Vendor shall not disclose, publish, release, transfer, or disseminate any Confidential Information except as necessary to respond to the RFP.
4. The Vendor shall ensure that each of its employees (which term, as used in this Agreement, includes agents/subcontractors) who are provided or given access to Confidential Information are made aware of, and comply with, the requirements of this Agreement related to such Confidential Information and the Vendor shall be liable for any violations by any of its employees or for any access by unauthorized persons.
5. The Vendor shall abide by the following procedures in handling the Confidential Information:
 - a. The Vendor shall password protect the Confidential Information upon receipt thereof.

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- b. The Vendor shall only allow its employees who have a reasonable need to access the Confidential Information for the purposes specified herein to access the Confidential Information.
 - c. The Vendor shall inform all employees who access to the Confidential Information that:
 - i. The employee is not to share the password or the Confidential Information with any unauthorized person;
 - ii. At the end of the solicitation process, the employee will delete the Confidential Information from any laptop, desktop, or other electronic shared system under his/her control and will destroy any paper copies of the Confidential Information; and
 - iii. The employee must confirm to the Vendor that he or she has so deleted or destroyed the Confidential Information.
 - d. The Vendor shall provide files and passwords separately to each employee.
 - e. The Vendor shall maintain a list of employees granted access to the Confidential Information.
6. The Vendor shall report to the Department any unauthorized access, use, or disclosure of the Confidential Information within three (3) calendar days of discovery thereof.
7. If the Vendor submits a Proposal in response to the RFP, and is not awarded a Contract, the Vendor shall destroy the Confidential Information, including any copies, remaining in its possession within the later of five (5) Business Days of the State's notice of an intended award in connection with the RFP, or the conclusion of any legal proceeding or protest regarding the RFP. At that time, the Vendor shall provide a certification that it has complied with this requirement to the Procurement Officer.
8. If the Vendor does not submit a Proposal in response to the RFP, the Vendor shall destroy the Confidential Information, including any copies, no later than the due date and time for Proposals and shall submit a certification that it has complied with this requirement to the Procurement Officer.
9. In the event the Department or State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorney's fees and disbursements) that are attributable, in whole or in part, to any failure by the Vendor or its employees to comply with this Agreement, the Vendor shall hold harmless and indemnify the Department and the State from and against any such losses, damages, liabilities, expenses, and/or costs.
10. The Vendor acknowledges that the improper disclosure or impermissible use of the Confidential Information may cause irreparable harm to the Department or State and agrees that the Department may obtain an injunction to prevent the improper disclosure

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or impermissible use of the Confidential Information. The Department's rights and remedies hereunder are cumulative, and the Department and State expressly reserve any and all rights, remedies, claims, and actions that they may have at law now or in the future to protect the Confidential Information and/or to seek damages for the Vendor's or its employees' failure to comply with this Agreement.

11. This Agreement shall be governed by the laws of the State of Florida. The Vendor consents to personal jurisdiction in the appropriate State court, and exclusive venue shall be in Leon County, Florida.

12. The individual signing below represents and warrants that he/she is fully authorized to bind the Vendor to the terms and conditions specified in this Agreement.

Signature	Date
Print Name	Title
Vendor Name	
Mailing Address (This is the address the Department will mail Attachments D and J to.)	
Telephone Number	E-mail Address

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