



STATE OF FLORIDA
FLORIDA DEPARTMENT OF LAW ENFORCEMENT

02/29/2012

Solicitation Number: **ITN 12-61**

Item(s) of Bid: Florida Offender Alert System; Email notification

Number of Addenda as of above date: None

Commodity Code: 252-030, 252-260, 252-920, 973-245, 973-300, 973-559, 973-561, 991-149, 991-150, 991-152, 991-155

Date and Time Due: April 6, 2012; no later than **2:00 PM ET**



Florida Department of Law Enforcement
Office of General Services
2331 Phillips Road
Tallahassee, Florida 32308

It is the proposer's responsibility to monitor the Vendor Bid System (VBS) for any changes to this solicitation. To receive information on FDLE solicitations 24 hours a day, 7 days a week, register with the Vendor Bid System at: http://myflorida.com/apps/vbs/vbs_main_menu.

COMPANY NAME: _____

FEDERAL TAX IDENTIFICATION NUMBER: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

PROPOSER: _____ **TITLE:** _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

PHONE: _____ **EMAIL:** _____

For additional information on the solicitation process, you may telephone the Office of General Services at (850) 410-7300.

FDLE is committed to the fundamental values of: ★ SERVICE ★ INTEGRITY ★ RESPECT ★ QUALITY

SOLICITATION INTRODUCTION

The 10 Most Critical Things to Keep in Mind When Responding to a Solicitation for the Florida Department of Law Enforcement

1. **Read the entire document.** Note critical items such as: mandatory requirements; sample(s) required, supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. **Note the Procurement Officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the Solicitation and is an excellent source of information for any questions you may have.
3. **Attend the pre-proposal conference.** (If applicable)
4. **Take advantage of the "question and answer" period.** Submit your questions to the Procurement Officer by the due date listed in the Calendar of Events and view the answers given in the formal "addenda" issued for the Solicitation. All addenda issued for a Solicitation are posted on the Vendor Bid System's website (http://vbs.dms.state.fl.us/vbs/search.criteria_form) and will include all questions asked and answered concerning the Solicitation.
5. **Follow the format required in the Solicitation** when preparing your response. Provide point-by-point responses to the required sections in a clear and concise manner.
6. **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the Department or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the Department. The proposals are evaluated based solely on the information and materials provided in your response.
7. **Use the forms provided**, i.e. Price Proposal forms (Section 8.0), Certificate of Drug Free Workplace (Attachment II), etc.
8. **Check the Vendor Bid System website for Solicitation addenda.** Before submitting your response, check the Vendor Bid System website to see whether any addenda were issued for the Solicitation, some addenda require that you sign and return them with the bid.
9. **Review and read the Solicitation document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluator/evaluation committee members and will be used to score your response.
10. **Submit your response on time.** Note all the dates and times listed in the Calendar of Events and within the document, and be sure to submit all required items on time. Faxed, emailed or late proposal responses are never accepted.

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1.0 INTRODUCTION AND GENERAL INFORMATION

1.1 INTRODUCTION

The Florida Department of Law Enforcement, (FDLE) ,hereinafter called the Department, requests written proposals be submitted to obtain offers from qualified information technology firms (vendor) for a vendor hosted and operated Florida Offender Alert System (FOAS).

The Florida Offender Alert System is an email notification system that alerts subscribers when registered sex offender/predators establish or change residence within a specified proximity of the subscriber. The FOAS is offered as a free subscription service to the public. The email notifications sent by the FOAS relay the changes in the registration information of sexual offenders and predators in the Florida Sexual Offender Predator System. The Florida Sexual Offender Predator System is used to maintain current information regarding registered sexual offenders and predators and provides information to law enforcement and the public through the Internet.

The Florida Statutes 775.21 and 943.0435 require certain criminals to register as sexual offenders or predators. The statutes further require FDLE to maintain this data and make it available to law enforcement and the public. Florida Statute 943.44353 dictates the requirement for automatic notification of registration information regarding sexual predators and offenders to the public. The current e-mail notification service is referred to as the "Florida Offender Alert System" (FOAS) and will be referred to as such in this document.

The initial term of the contract will be for three (3) years with an option to renew for an additional three (3) year term.

All addenda, public meetings, and agency decisions in reference to ITN 12-61 will be electronically posted via the Department of Management Services (DMS) Vendor Bid System (VBS).

1.2 GENERAL CONTRACT CONDITIONS (PUR 1000)

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

The State of Florida General Terms and Conditions (PUR 1000) are hereby referenced and incorporated in their entirety into this ITN. This section explains the General Contract Conditions (PUR 1000) of the solicitation process. This is a downloadable document. Please download and save this document to your computer for further review. Potential proposers to the solicitation are encouraged to carefully review all materials contained herein and prepare responses accordingly. There is no need to return this document back to the Department of Law Enforcement.

1.3 GENERAL INSTRUCTIONS TO RESPONDENTS (PUR 1001)

<http://dms.myflorida.com/index.php/content/download/2934/11780/version/6/file/1001.pdf>

The State of Florida General Instructions to Respondents (PUR 1001) are hereby referenced and incorporated in their entirety into this ITN. This section explains the General Instructions to Respondents (PUR 1001) of the solicitation process. This is a downloadable document. Please download and save this document to your computer for further review. Potential proposers to the solicitation are encouraged to carefully review all materials contained herein and prepare responses accordingly. There is no need to return this document back to the Department of Law Enforcement.

1.4 PROCUREMENT OFFICER

The Procurement Officer, acting on the behalf of the Department, is the sole point of contact outside of official conferences and meetings, with regard to all procurement matters relating to this solicitation, from the date of release of the solicitation until the Department's Notice of Intended Award or Decision is posted. All questions and requests for clarification outside the above referenced meetings are to be directed to:

Karen Freytag, Purchasing Specialist
Florida Department of Law Enforcement
Office of General Services / Room C-1034
2331 Phillips Road
Tallahassee, Florida 32308

Telephone: (850) 410-7316 (direct)
Telephone: (850) 410-7300 (operator)
Email: karenfreytag@fdle.state.fl.us

Florida Statute Section 287.057(23) requires that proposers 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 response.

Any questions arising from this solicitation must be forwarded, in writing, to the Procurement Officer identified above. The Department's written response to those inquiries will be posted on the Florida Vendor Bid System at http://vbs.dms.state.fl.us/vbs/search.criteria_form under the above referenced solicitation number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting their proposal.

NOTE: FAILURE TO INCLUDE ANY INFORMATION OR DOCUMENTATION REQUESTED WITHIN THIS ITN MAY LEAD TO REJECTION OF THE ITN FOR NON-RESPONSIVENESS. IF YOU ARE UNSURE OF THE REQUIRED INFORMATION OR DOCUMENTATION, ASK FDLE. DO NOT MAKE ASSUMPTIONS.

1.5 CONTRACT MANAGER

The Department's employee identified below is designated as Contract Manager and shall act on the Department's behalf for the ongoing administration of contractual matters after the Notice of Agency Decision has been posted, the contract is executed, and/or the direct order is issued.

Mark Scharein
Florida Department of Law Enforcement
P.O. Box 1489
Tallahassee, FL 32302-1489
Telephone: (850) 410-8672
Fax: (850) 410-8651
E-mail: markscharein@fdle.state.fl.us

1.6 CALENDAR OF EVENTS

The following time schedule will be strictly adhered to in all actions relative to this solicitation, unless modified by the Department by written addendum to this solicitation.

DATE	EVENT
02/29/2012	Solicitation issued. Proposers have 72 hours from release of this ITN to protest and/or request changes to the solicitation documents by 5:00 pm, Eastern Time (ET) on.
03/14/12	All questions must be submitted to the Procurement Officer no later than 5:00 PM ET (may be submitted earlier). Please see Section 3.1. Proposers written questions due to FDLE; karenfreytag@fdle.state.fl.us
03/22/12	Responses posted. FDLE's response to Proposer's written questions posted on Vendor Bid Systems (VBS).
04/06/12	Proposals due no later than 2:00 PM ET. Public ITN opening at 2:00 PM ET Location: FDLE's Headquarters Building 2331 Phillips Road Tallahassee, Florida 32308
04/26/12	Public Evaluation of Proposals at 2:00 PM
04/30/12	Posting of Intent to Negotiate on VBS. No later than 5:00 PM ET
05/11/12 – 05/17/12	Negotiations held with selected vendors. Location: FDLE's Headquarters Building 2331 Phillips Road Tallahassee, Florida 32308
05/25/12	Final Instructions to vendors posted via addendum posted on the VBS.
06/12/12	Best and Final Offers Proposals due no later than 2:00 PM ET. Public ITN opening at 2:00 PM ET Location: FDLE's Headquarters Building 2331 Phillips Road Tallahassee, Florida 32308
06/21/12	Public Evaluation of Best and Final Offer Proposals at 2:00 PM
07/03/12	Posting of Intent to Award on VBS. No later than 5:00 PM ET
07/09/12 – 07/18/12	Final Contract Negotiation with awarded vendor
07/18/12	Contract executed with awarded vendor
July - October 2012	Transition period with awarded vendor begins
October 2012	New service with awarded vendor begins

2.0 SPECIAL CONTRACT CONDITIONS

2.1 ADDITIONAL REQUIREMENTS

The State of Florida General Terms and Conditions (PUR 1000) and the General Instructions to Respondents (PUR 1001) are hereby referenced and incorporated in their entirety into this ITN. FDLE's Special Conditions modifies and shall take precedence over the State of Florida Form PUR 1001, General Instructions to Respondents.

The Florida Department of Law Enforcement currently does not utilize the State of Florida's MyFloridaMarketPlace (MFMP) e-procurement system for competitive solicitations such as this ITN. Proposers are to manually submit their responses to this ITN to FDLE. Specific references to MFMP usage for this ITN stated in paragraphs 3 and 5 of the State of Florida Form PUR1001, General Instructions to Proposers, are not applicable. The successful Proposer in this ITN process, if not already registered in MFMP, will be required to do so prior to the issuance of the purchase order resulting from this ITN award.

2.2 MYFLORIDAMARKETPLACE VENDOR REGISTRATION

Each vendor desiring to sell commodities or contractual services as defined in Section 287.012, F.S., to the State through the on-line procurement system is prequalified to do so and shall register in the MFMP system, unless exempted under subsection 60A-1.030(3), F.A.C. Information about the registration process is available, and registration may be completed, at the MFMP website (link under Business on the State portal at www.myflorida.com). Interested persons lacking Internet access may request assistance from the MyFloridaMarketPlace Customer Service at (866) FLA-EPRO {(866) 352-3776} or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, Florida 32399. A vendor not currently registered in the MFMP system shall do so within 5 days after posting of intent to award.

2.3 E-VERIFY

The successful proposer is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the contract term by the vendor to perform employment duties within Florida and all persons (including subcontractors) assigned by the vendor to perform work pursuant to the contract with the Department. Refer to <http://www.uscis.gov/e-verify> for more information.

2.4 SCRUTINIZED COMPANIES

In accordance with Section 287.135, Florida Statutes, agencies are prohibited from contracting with companies for goods or services over \$1 million that are on either the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector list which have been combined into one Protecting Florida's Investments Act, (PFIA) list of Prohibited Companies, located at <http://www.sbafla.com/fsb/Home/ProtectingFloridasInvestmentAct/tabid/751/Default.aspx>, which is updated quarterly. This list is created pursuant to Section 215.473, Florida Statutes which provides that false certification may subject company to civil penalties, attorney's fees and/or costs.

2.5 EMPLOYMENT OF UNAUTHORIZED ALIENS

The State of Florida does not award publicly funded contracts to those who knowingly employ unauthorized alien workers. The Department shall consider this a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this contract.

2.6 MINORITY AND SERVICE-DISABLED VETERAN BUSINESS – PARTICIPATION

FDLE encourages minority, women-owned business (WMBE) and service-disabled veteran business enterprise (SDVBE) participation in all its solicitations. Proposers are encouraged to contact the Office of Supplier Diversity at (850) 487-0915 or visit their website at <http://osd.dms.state.fl.us> for information on becoming a certified MWBE or SDVBE or for names of existing businesses that may be available for subcontracting or supplier opportunities.

2.7 MANDATORY REQUIREMENT

The Department has established certain requirements with respect to bids to be submitted by proposers. The use of "shall", "must" or "will" (except to indicate simple futurity) in this Request for Proposal (ITN) indicates a requirement or condition from which a material deviation may not be waived by the Department. A deviation is material if, in the Department's sole discretion, the deficient response is not in substantial accord with the ITN requirements, provides an advantage to one proposer over other proposers, has a potentially significant effect on the quantity or quality of items bid, or on the cost to the Department. Material deviations cannot be waived. The words "should" or "may" in this ITN indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of a bid.

2.8 SUBCONTRACTORS

The proposer is fully responsible for all work performed under the contract and/or purchase order resulting from this ITN. If applicable, the proposer may, with the consent of the Department, enter into written subcontractor(s) for performance of certain function under the contract and/or purchase order. The subcontractors and the amount of the subcontract shall be identified in proposer's response to this ITN. Any subsequent subcontracts entered into by the proposer after award of contract and/or purchase order resulting from this ITN shall be approved in writing by the Department's Technical Manager prior to the effective date of any subcontract. No subcontract, which the proposer enters into with respect to performance under the contract and/or purchase order resulting from this ITN, shall in any way relieve the proposer of any responsibility for the performance of its duties.

2.9 APPLICABLE LAWS AND RULES

The vendor shall comply with all Federal and Florida State laws, regulations, and directives issued by any public health agency pertaining to the Workers Compensation Act and shall conduct said operation in a safe, efficient and sanitary manner. The vendor is responsible for complying with any applicable local, Florida, or national codes and/or ordinances. If applicable all necessary permits and licenses shall be the responsibility of the vendor.

2.10 DEFAULT

If either party fails to keep any agreements hereunder, the other party by giving the party in default written notice, may cancel and terminate this contract 30 days after such notice is deposited by Certified Mail, Return Receipt Requested, in the United States mail or deposited with a private carrier express mail service. If the Department terminates this contract for failure to perform or other breach, or if the Contracting Party terminates for reasons other than failure to perform or other breach, the Department will not be responsible for costs or non-cancellable obligations for which the Department has not received a commensurate benefit, and the Department will have no obligation to pay for work not accepted by the Department. If the Department terminates this contract for reasons other than failure to perform or other breach, or if the Contracting Party terminates this contract for failure to perform or other breach, the Contracting party will be compensated for all reasonable costs incurred, including non-cancellable obligations, through the date of termination.

2.11 ADDITIONS / UPGRADES / DELETIONS

During the term of the contract resulting from this solicitation, the Department shall have the right to add/delete services/products upon mutual written agreement of both parties. If a vendor has newer technology the Department may exercise the right to upgrade to that technology by way of an amendment agreeable to both parties. Quantities in commodity purchases may be modified within the limits of the Category thresholds set in 287.017 F.S.

2.12 COMPLIANCE WITH APPLICABLE LAWS

Contracting Party represents that it has, to the best of their knowledge, complied with all applicable laws and regulations of the State of Florida and of the City and County in which it does business and performs this contract.

2.13 EFFECTIVE DATE

This contract will be effective when signed by the Contracting Party and the Department. Where the effective date of this contract is different from the actual receipt and acceptance of the goods and/or services contracted for, the later date will be used to mark the contract performance period.

2.14 HEADING AND SECTION REFERENCES

Section headings in this Agreement are inserted only for convenience and are not to be construed as a limitation of the scope of the particular section to which the heading refers.

2.15 VENDOR OMBUDSMAN

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

2.16 TRAVEL EXPENSES

All bills for any travel expenses that are authorized by Section 112.061, Florida Statutes, will be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses. No charges for travel expenses are to be assessed to the Department during the term of this agreement without advance written approval by FDLE.

2.17 TERM

This contract will terminate after each party hereto has performed its obligations hereunder, and in any event, not more than 3 year(s) after its acceptance and execution by the Department, without prior notice to each party hereto unless the parties hereto agree in writing to renew same prior to termination. Contracts for commodities or contractual services may be renewed for a period not to exceed three (3) years or for a period no longer than the original term of the contract, whichever is longer. Renewal contracts may not include any compensation for costs associated with the renewal. Renewals will be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds.

2.18 INVOICING AND PAYMENT

All invoices or bills for fees, or other compensation for services, or expenses will be submitted with reasonable detail for a proper pre-audit and post-audit thereof, to comply with Section 287.058(1)(a), Florida Statutes. Whenever this contract is terminated with or without cause, all amounts due will be pro-rated.

The State of Florida cannot make deposits or pay for goods and/or services in advance unless approved under rules issued by the Comptroller of Florida. Therefore, payments by the Department covering goods and/or services will be due and payable within 30 days after the receipt of a proper invoice and actual receipt of goods and/or services. The Department is not authorized to pay to Contracting Party any deposit for services to be rendered or equipment to be purchased in the future.

Invoices shall reference a valid contract number and be submitted to:

Florida Department of Law Enforcement
Office of Finance and Accounting
2331 Phillips Road
Tallahassee, Florida 32308

2.19 INDEPENDENT CAPACITY OF VENDOR

The Contracting Party will be an independent vendor, and not the agent or servant of the Department and will not be entitled to any benefits granted employees of the State of Florida. Such Contracting Party will have complete supervision and control over its own agents, servants and employees. Each party agrees to assume complete responsibility for its own employees with regard to federal or state employers' liability and withholding tax, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements and other federal, state and local laws.

2.20 NON-DISCRIMINATION

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

2.21 INSURANCE

The Department is self-insured for its torts to the extent provided in Section 768.28, Florida Statutes, to cover bodily injury, death and property damage arising as a consequence of the acts and omissions to act of its officers, employees, and agents. The Department is without authority to insure the contracting party in any way. Each party will maintain comprehensive public liability and property damage insurance in amounts customarily maintained in such party's respective industry, insuring against liability for, among other things, bodily injury and property damage. All insurance policies required will be issued by companies that have been approved to do business in the State of Florida. All insurance companies will have an AM Best rating of A or better. Vendor's responsibility is not waived in the event that an insurance company is unable to fulfill its obligations. Any material change in coverage limits or insurance of vendor will require approval of FDLE.

2.22 LIABILITY

The Department will not be deemed to assume any liability for the acts, omissions to act and negligence of the Contracting Party, its agents, servants and employees; nor will the Contracting Party exclude liability for its own negligence to the Department or any third party, except as allowed by law and agreed to by the Department. The Department is without authority to indemnify or hold harmless the Contracting Party.

2.23 ORAL AGREEMENTS

It is mutually understood and agreed that any communications, promises, representations or agreements, not included in writing in this contract, will not be binding upon any party and that the contract may not be altered, modified or otherwise changed at any time except with the written consent of each of the parties hereto.

2.24 CONTRACTOR EMPLOYEES, SUBCONTRACTORS AND AGENTS

See Form PUR 1000, paragraph 34. All agents and subcontractors with access to FDLE computer networks and systems to be engaged by the Contractor in the performance of this Agreement must be approved by FDLE and must abide by all terms and conditions of the Agreement.

The Contractor will ensure that personnel of any agent or subcontractor are trained, qualified, and available to perform the services for which they are contracted to perform.

The Contractor is responsible for managing the relationship with all subcontractor organizations, for directing and managing the work efforts of subcontractor personnel, and for the quality of the work of subcontractor personnel.

2.25 DISPUTE RESOLUTION

See Form PUR 1000, paragraph 31. Any dispute concerning performance of the Agreement which cannot be resolved by informal discussion between the FDLE and Vendor, will be referred to negotiation to be conducted by the Chief Information Officer of FDLE and the Chief Operating Officer or Chief Executive Officer of Vendor. If FDLE and Vendor's representatives are unable to resolve the dispute within five (5) business days after commencing negotiations, or fifteen (15) calendar days have passed since the initial request for negotiations at this level, then the Parties will be entitled to discontinue negotiations, to seek to resolve the dispute through mediation as hereinafter provided or, if the Parties do not agree to submit the dispute to non-binding mediation, to seek any and all rights and remedies that may be available under this Agreement, at law or in equity.

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

2.26 FORCE MAJEURE, NOTICE OF DELAY and NO DAMAGES FOR DELAY

See Form PUR 1000, paragraph 24. Vendor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of vendor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, severe disruption of the FDLE CJNet or other network, or other similar cause wholly beyond Vendor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Vendor. In case of any delay Vendor believes is excusable, Vendor will notify FDLE in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Agreement could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date Vendor first had reason to believe that a delay could result. **THE FOREGOING WILL CONSTITUTE VENDOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY FOR A FORCE MAJEURE EVENT.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, will be asserted against the FDLE as a result of a force majeure event. Vendor will not be entitled to an increase in the Agreement price or payment of any kind from FDLE for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from a force majeure event. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Vendor will continue to perform under this Agreement, unless the Agreement is renegotiated or terminated by agreement of the Parties, or terminated by FDLE pursuant to Section 2.28.

2.27 LETTER OF CREDIT / PERFORMANCE BOND

The guarantees and commitments of this Agreement are covenants which will be secured by either a letter of credit or performance bond which will be delivered to FDLE within thirty (30) days after the Agreement is signed by all Parties. The letter of credit or performance bond may be drawn upon by FDLE declaring in writing that vendor is in default under the Agreement as a result of a material breach of the Agreement and that FDLE intends to terminate the Agreement for cause, which declaration will be made no sooner than thirty (30) days following FDLE's written notice to Vendor that Vendor is in default for material breach, during which time Vendor will have the opportunity to cure such default. Release of said letter of credit or performance bond will be conditioned upon satisfactory performance, including delivery and acceptance of the Products and Services or other Deliverables as described in the SOW. Said letter of credit or performance bond will be in an amount to be negotiated by FDLE and Vendor, must be payable in United States dollars, to FDLE or to any party designated by FDLE, and will remain in force until ninety (90) days following the successful completion of and final acceptance of all Deliverables, at which time the letter of credit or performance bond will be released and of no further force and effect. In no event will Vendor's total liability under the letter of credit or letter of credit ever exceed the amount agreed to in writing by FDLE and the Vendor and if FDLE exercises its right to draw on the letter of credit or performance bond, it will be deemed FDLE's sole and exclusive remedy for Vendor's default.

2.28 LIMITATION OF LIABILITY AND WARRANTY DISCLAIMER

See Form PUR 1000, paragraph 20. The time within which any action may be brought, regardless of form, arising out of the Services under this Agreement will be governed by the applicable Florida Statute of Limitations, as provided at Section 95.11, Florida Statutes (2009). For all claims against Vendor under this Agreement, and regardless of the basis on which the claim is made, Vendor's liability for direct damages will be limited to the dollar amount of the Agreement. The FDLE agrees to this limitation and warranty disclaimer to the extent permitted by Section 287.042(1)(c), Florida Statutes, which refers to Section 672.719, Florida Statutes. Such limitation will not apply to claims for personal injury or real or tangible property damage, or to claims for indemnification under Section 2.26. Unless otherwise specifically enumerated in the Agreement, no party will be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (except with respect to any contractual obligation to back-up data or records), even if the party has been advised that such damages are possible. No party will be liable for lost profits, lost revenue, or lost institutional operating savings.

2.29 NON-MATERIAL ERRORS

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

2.30 NON-SOLICITATION

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

2.31 OBLIGATIONS DURING DISPUTE RESOLUTION

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

2.32 OFF SHORE CONTRACTING

Vendor is expressly prohibited from using or subcontracting facilities, services and personnel outside of the United States in performing the work defined in this Agreement.

2.33 SURVIVAL

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

2.34 TERMINATION FOR CAUSE

The following events will constitute "Events of Default," and the occurrence of any one (1) or more of such Events will constitute a material breach of this Agreement that will afford the non-breaching Party, as applicable, the rights and remedies set forth in this Agreement:

- a. Vendor fails to complete a Deliverable on or before the mutually agreed date for achieving such Deliverable, provided that such failure is not due to an Excused Event, as defined in Section 5.5, and provided further that such Deliverable is not completed after Vendor has been given an additional thirty (30) calendar days within which to do so;
- b. Vendor fails to achieve a material service level as defined by this SOW, after having been given a period of thirty (30) calendar days within which to do so;
- c. Vendor's material breach of any warranty if such breach is not curable, or if such breach is curable, if not cured within the time frames, if any, specified in this Agreement for curing any such breach, or if none is specified elsewhere in this Agreement, then within thirty (30) calendar days, in each case following receipt of thirty (30) calendar days' written notice of such breach;
- d. Vendor fails to maintain insurance coverage as specified provided that such failure is not cured by Vendor within thirty (30) calendar days following receipt of written notice of such failure;
- e. Vendor fails to maintain a Letter of Credit as specified in Section 2.27 provided that such failure is not cured by Vendor within seven (7) calendar days following receipt of written notice of such failure;
- f. The institution of bankruptcy, receivership, insolvency, reorganization or other similar proceedings by or against Vendor under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States thirty (30) calendar days after they are instituted;
- g. Vendor makes an assignment of all or substantially all of its assets for the benefit of creditors, or Vendor's Board of Directors takes any corporate action by in furtherance of the above action;
- h. Vendor fails to reasonably remediate a substantial internal control deficiencies and/or exceptions identified in any audits, inquiries or assessments within thirty (30) calendar days following receipt of written notice of such deficiencies and/or exceptions;
- i. Vendor's material breach of any of its other obligations under this Agreement that is not cured within thirty (30) calendar days following receipt of written notice of such breach;
- j. FDLE fails to make any undisputed payment within forty-five (45) calendar days of receipt of an invoice, provided FDLE fails to cure such failure within thirty (30) calendar days after receiving written notice of such failure;
- k. FDLE's material breach of any of its other obligations under this Agreement that is not cured within thirty (30) calendar days following receipt of written notice of such breach.

In the event that FDLE terminates this Agreement for cause due to breach or other default by Vendor, Vendor will be entitled to that portion of compensation which has been earned as of the effective date of the termination and will assist in transition of terminated services to FDLE at no added cost.

In the event that Vendor terminates this Agreement due to breach or other default by FDLE, Vendor will be entitled to that portion of compensation which has been earned as of the effective date of the termination and will

2.35 TERMINATION FOR CHANGE IN BUSINESS

FDLE may cancel the Agreement for convenience with sixty (60) calendar days' notice in the event that vendor ceases for any reason to be viable due to insolvency.

2.36 TERMINATION FOR CONVENIENCE

See Form PUR 1000, paragraph 22. FDLE upon giving thirty (30) days written notice by Certified Mail, Return Receipt Requested or by private carrier express mail service, may terminate the Agreement in whole or in part when it determines that it is in FDLE's best interest to do so. A decision by FDLE to terminate for convenience will be based upon substantial and demonstrable cause to believe that the Project cannot be completed as intended by FDLE at the time of formation of the Agreement, such as (but not limited to) a loss of funding. Vendor will not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Agreement, if any. Vendor will not be entitled to recover any cancellation charges or lost profits. Vendor will not be entitled to terminate this Agreement for convenience. If FDLE exercises the right to termination under this Section, vendor will have no further liability of any kind to FDLE, as applicable, will pay vendor for all unpaid Services under this Agreement, for which a cost was incurred by vendor prior to receipt of notice of termination.

3.0 SPECIAL INSTRUCTIONS TO RESPONDENTS

3.1 SOLICITATION INFORMATION

All questions pertaining to this solicitation document, ITN requirements or technical requirements should be addressed to Karen Freytag, email address, karenfreytag@fdle.state.fl.us. It shall be the responsibility of each proposer to raise any questions prior to ITN opening concerning the specifications or solicitation procedures as written and submit questions to the Department in accordance with the Calendar of Events. The written interpretation of the appropriate representative of the Florida Department of Law Enforcement shall prevail.

3.2 POSTING OF TABULATIONS

Solicitation tabulations will be posted electronically as Agency Decisions on the Department of Management Services Vendor Bid System (see Section 3.4 for website address) as a Public Notice.

The Agency Decisions may be viewed and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.53(3)(b), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

3.3 RESPONDENT'S INQUIRIES

The Respondent will examine the ITN to determine if the State's requirements are clearly stated. If there are requirements which restrict competition, Respondents may request specification changes. Requests must identify and describe the difficulty meeting specifications, provide detailed justification, and provide the recommended changes. Change requests or protests of the specifications must be received by the State no later than the date and time specified in the ITN Calendar of Events. The State will determine what, if any, changes to the ITN will be acceptable. If required, the State will issue an addendum reflecting the acceptable changes.

Written interpretations of the appropriate representative of FDLE will prevail. While oral responses will be given in good faith and are intended to be accurate, the Department is not bound by any non-written interpretation or guidance offered to the Respondents.

FDLE's responses to questions will be compiled into a single written document and provided to all Respondents as an addendum to this ITN.

3.4 ADDENDA

The FDLE reserves the right to modify this ITN. All addenda to this ITN will be in writing with content and number of pages described to all proposers. Any addenda or answers to written questions supplied by the FDLE to participating proposers may include an Addenda Acknowledgement Form. This form shall be signed by an authorized representative of the proposer, dated, and returned with the proposer's response to this ITN.

All addenda will be provided via the State Department of Management Services Vendor Bid System (VBS) at website: http://myflorida.com/apps/vbs/vbs_main_menu

It is the sole responsibility of the proposer to monitor the VBS for any addenda issued in reference to this ITN.

3.5 DISCUSSIONS

No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any state employee prior to opening of solicitation. Prior to opening of solicitation, proposers are not to divulge proposal costs to any employee or representative of the State. Further, proposals submitted to the Department will remain unopened until the time for opening proposal at the Department's Office of General Services. During this period, any discussion by the proposer with any employee or authorized representative of the Department involving cost information will result in rejection of said proposer's response. Only those communications, which are in writing or electronically submitted from the FDLE's Office of General Services Office, may be considered as a duly authorized expression on behalf of the FDLE. Also, only communications from proposers, which are in writing and signed or electronically submitted, will be recognized by the FDLE as duly authorized expressions on behalf of the proposer.

3.6 SOLICITATION EVALUATION

The proposer must bid on all items as specified in the specifications and as listed on PRICE PROPOSAL FORM. Proposals which do not meet the requirements specified in the ITN will not be considered for selection.

3.7 IDENTICAL TIE BIDS

When evaluating vendor responses to solicitations where there is identical pricing or scoring from multiple vendors, the department shall determine the order of award in accordance with Rule 60A-1.011 F.A.C.

3.8 CERTIFICATION OF A DRUG-FREE WORKPLACE

In the event of a tie bid, preference must be given to proposers submitting a certification with their response to this ITN certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. (See Attachment II)

3.9 SUBMISSION OF MANDATORY FORMS

The Price Proposal Form shall be completed and signed by a representative who is authorized to contractually bind the proposer for submission to this solicitation.

The Drug Free Workplace Certificate (Attachment II) shall be completed and signed by a representative who is authorized to contractually bind the proposer and returned with the proposer's proposal.

Any addenda supplied by the State to participating proposers may include an Addenda Acknowledgment Form. The form(s) shall be signed by an authorized representative, dated, and returned with the proposer's proposal.

The Acknowledgement and Certification of Respondent's Proposal to FDLE's ITN #12-61 form will be signed by a representative who is authorized to contractually bind the Respondent and returned with the Respondent's proposal.

References form (Attachment I) will be filled out and returned with the technical portion of the proposal.

FDLE has provided an ITN CHECKLIST (Attachment III) which provides guidance to the proposer in assuring that all mandatory information and documents are included.

3.10 ITN PACKAGING AND MAILING/SUBMISSION REQUIREMENTS

Proposers shall submit hard copy written proposals that address each of the requirements specified in this ITN. Proposer shall provide sufficient information to enable FDLE to make a fully informed decision.

The ITN package must be clearly marked "ITN 12-61, Florida Offender Alert System" and addressed as follows:

**FDLE / Office of General Services
ATTN: Karen Freytag– ITN 12-61
2331 Phillips Road
Tallahassee, FL 32308**

RE: ITN 12-61, Florida Offender Alert System / Date & Time (as specified in Section 1.6, Calendar of Events)

NOTE: If ITN package is not addressed as required above FDLE cannot assure its timely delivery.

ALL RESPONSES MUST CLEARLY IDENTIFY THE ITN NUMBER, TITLE AND OPENING DATE
PROPOSALS TRANSMITTED BY FACSIMILE OR EMAIL WILL NOT BE CONSIDERED.

3.11 LEGAL REQUIREMENTS:

Applicable provisions of all Federal, State, County and local laws and administrative procedures, regulations, or rules shall govern the development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between proposer's submitting a proposal hereto and the Department. Lack of knowledge of the law or applicable administrative procedures, regulations or rules by any proposer shall not constitute a cognizable defense against their effect.

3.12 STATE LICENSING REQUIREMENTS

All corporations seeking to do business with the state will be on file with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes; similarly, partnerships seeking to do business with the state will, have complied with the applicable provisions of Chapter 620, Florida Statutes, and set forth the manner of compliance. Documentation will be required indicating that the Respondent is a corporation or other legal entity. If subcontractors are used, documentation will also be required indicating that all subcontractors are registered with the state in accordance with Chapter 607 or 620, Florida Statutes. For additional information, contact the Secretary of State, Division of Corporations at (850) 488-9000.

Respondents must be in compliance with this requirement prior to the execution of the contract and/or purchase order resulting from the award of this ITN. However, it is FDLE's preference that Respondents provide their statements and corporation documentation at the time they submit their proposals to this ITN.

3.13 ACCESSIBILITY FOR DISABLED PERSONS

Any person with a qualified disability shall not be denied equal access and effective communication regarding any ITN documents or the attendance at any related meeting or ITN opening. If accommodations are needed because of a disability, please contact the FDLE Purchasing Office at (850) 410-7300.

3.14 CONTRACTUAL MANDATORY

A proposer's response to this ITN shall be considered as the proposer's formal offer. The issuance of Purchase Order(s) and/or Contract(s) for the purchase of the commodities and/or services shall constitute the Department's written acceptance of the successful bid and the signed Purchase Order(s) and/or Contract(s) will be forwarded to the successful proposer.

3.15 MINOR IRREGULARITIES/RIGHT TO REJECT

FDLE reserves the right to accept or reject any and all proposals, or separable portions thereof, and to waive any minor irregularity, technicality or omission if FDLE determines that doing so will serve the State's best interests. FDLE may reject any responses not submitted in the manner specified by the solicitation documents. Material deviations cannot be waived.

A deviation is material if the deficient response is not in substantial accord with these ITN requirements, provides an advantage to other Respondents or has a potentially significant effect on the quantity or quality of items proposed, or on the cost to the State.

Pursuant to Chapter 287.012(25), Florida Statutes: "Responsive Bid," "responsive proposal", or "responsive reply" means a bid, or proposal, or reply submitted by a responsive and responsible Respondent that conforms in all material respects to the solicitation.

The words "should" or "may" in this Invitation to Negotiation indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of a proposal.

3.16 SECURITY AND BACKGROUND INVESTIGATION

The awarded Respondent, Respondent's employees, and/or Respondent's subcontractors will be required to submit to, and **successfully pass**, a security background investigation **prior** to being allowed to perform the services set forth in this ITN and/or allowed access to any of the FDLE's facilities, network, systems or data to perform the tasks and services as set forth in this ITN.

The awarded Respondent will allow FDLE full access to all facilities performing work related to this ITN for initial and periodic physical and logical security audits. Audit schedule and parameters will be at the discretion of FDLE. Access to, and use of, FDLE data must be in accordance with Florida Administrative Rule 71A-1. The awarded Respondent will comply fully with all security procedures of the Department and State of Florida in performance of the ITN and will not divulge to third parties any confidential information obtained by the Respondent or its agents, distributors, resellers, subcontractors, officers or employees.

The Florida Administrative Code can be accessed via the Florida Department of State Department at website: <https://www.flrules.org/>

4.0 STATEMENT OF WORK

4.1 INTRODUCTION

The Florida Statutes 775.21 and 943.0435 require certain criminals to register as sexual offenders or predators. The statutes further require FDLE to maintain this data and make it available to law enforcement and the public. The Florida Sexual Offender Predator System is used to maintain current information regarding registered sexual offenders and predators and provides information to law enforcement and the public through the Internet. The 2007 Florida Legislature passed SB1604 that amends Sections 775.21 and 943.0435 of the Florida Statutes. Included within this bill is a requirement for automatic notification of registration information regarding sexual predators and offenders to the public.

This statute is still in effect as follows:

943.44353 Automatic notification of registration information regarding sexual predators and offenders.--

(1) No later than January 1, 2008, the department shall develop and maintain a system to provide automatic notification of registration information regarding sexual predators and sexual offenders to the public.

(2) In accordance with the federal Adam Walsh Child Protection and Safety Act of 2006, schools, public housing agencies, agencies responsible for conducting employment-related background checks under s. 3 of the National Child Protection Act of 1993, 42 U.S.C. s. 5119a, as amended, social service entities responsible for protecting minors in the child welfare system, volunteer organizations in which contact with minors or other vulnerable individuals might occur, and any other such organization, company, or individual shall have access to the notification system.

The Florida Legislature appropriated \$110,000 in annual recurring funding to pay for this service.

4.2 PURPOSE

In January 2008, FDLE signed a contract with an information technology vendor to provide a service that would automatically notify the public of registration information regarding sex predators and sexual offenders in Florida. The current vendor operates an e-mail notification service that alerts citizens when registered sex offender/predators establish or change residence within a specified proximity. The current e-mail notification service is referred to as the "Florida Offender Alert System" (FOAS) and will be referred to as such in this document. This contract expires on 10/31/2012. FDLE is seeking to contract with an information technology firm (vendor) that will enable FDLE to continue to meet the requirements of this current law. FDLE will consider proposals for a vendor hosted and operated FOAS.

FOAS statistics show there are approximately 40,000 new subscribers and approximately 1.3 million e-mails per year sent through the system. The vendor should assume that the number of users and e-mails will continue at this current rate. To date there are over 150,000 subscribers managed through the system and there have been over 5,000,000 e-mails sent.

4.3 CURRENT PROCESS

Appendices A-E are included to provide a glossary, samples of the current email notifications sent to subscribers, the data file format, statistical information sample and a list of websites referenced in this solicitation.

Appendix A: Glossary

Appendix B: Email Message Templates

- Account Activation (reference Section N, Email Messages, # 83)
- Forgot Password (reference Section N, Email Messages, # 84)
- Account Update (reference Section N, Email Messages, # 85)
- Moved into radius (reference Section N, Email Messages, # 86)
- Tracked offender move (reference Section N, Email Messages, # 87)
- Moved out of state (reference Section N, Email Messages, # 88)
- No longer required to register (reference Section N, Email Messages, # 89)

Appendix C: Data File Format: sample record of XML file format and sample GeoCodeService response (reference Section Q, System and Integration Requirements, # 103, #104)

Appendix D: Statistical information sample

Appendix E: List of websites referenced in the solicitation

5 FUNCTIONAL AND TECHNICAL REQUIREMENTS

The functional requirements in this document describe the behavior of the FOAS. Functions were identified as a result of the success of the current system that is being utilized to meet the requirements of current Florida laws. The technical requirements in this document describe certain technical aspects of the solution and service. These requirements should serve as a guide for vendors interested in submitting proposals.

5.1 SYSTEM REQUIREMENTS

The system requirements are explained in detail in the following sections:

- A. General System Requirements
- B. Log In Page
- C. Subscribe Page
- D. Account Confirmation Page
- E. Forgot Password Page
- F. Account Home Page
- G. Address Maintenance Page
- H. Offender Maintenance Page
- I. Account Maintenance Page
- J. Unsubscribe Page
- K. Help Page
- L. Email Registration Agreement Page
- M. Admin Site
- N. Email Messages
- O. Local Law Enforcement Custom Banner
- P. Training
- Q. System and Integration Requirements
- R. Quality of Service Level Requirements
- S. Project Management
- T. Maintenance and Technical Support

A. General System Requirements

1.	The system will allow the general public to subscribe to and receive e mail alerts in the event that an offender or predator moves close to any address in Florida that they choose to monitor, for example their home, workplace, school, daycare etc. This is referred to as tracking an address. a. The system should allow users to track an infinite number of addresses.
2.	The system will allow the general public to subscribe to and receive e mail alerts in the event that an offender or predator of interest reports updated address information in the SOPS registry. This is referred to as tracking an offender. a. The system should allow users to track an infinite number of offenders.
3.	The system will have a consistent look as the existing FOAS website.
4.	The system will be located at the current URL (https://www.floridaoffenderalert.com).
5.	The system will encrypt all website traffic using SSL with a minimum cypher strength of 128 bits.
6.	The vendor will provide ongoing support to technical and business staff at FDLE during the contract term in order to integrate the vendor's solution with FDLE systems and for maintenance activities in the future.
7.	The vendor will schedule maintenance windows to carry out hardware maintenance, install software patches and new version releases.
8.	The vendor will provide all the extract of all the data maintained by the vendor along with the schema definitions of such data, whenever requested by FDLE within 5 days of the request.
9.	The system will log the following information on every successful and unsuccessful login: a. IP Address b. Timestamp c. Username

A. General System Requirements (continued)

10.	The system will contain each of the following pages: a. Login b. Subscribe c. Account Confirmation d. Forgot Password e. Account Home f. Address Maintenance g. Offender Maintenance h. Account Maintenance i. Unsubscribe j. Help E-mail Registration Agreement
11.	Each page should display the FDLE banner at the top unless the user accessed the system through a link associated with a custom law enforcement banner. See the "Local Law Enforcement Custom Banners" section for further detail. a. The chosen banner, FDLE or local law enforcement, should remain consistent throughout the user's session.
12.	The system will send the following e-mail messages: a. Account activation b. Forgot password c. Account update d. Moved into radius e. Tracked offender move f. Moved out of state g. No longer required to register
13.	All notification e-mails will be formatted in HTML and will have language specified by FDLE.
14.	Upon the occurrence of one of these events, a user's "last activity date" will be updated to the current date. a. Initial verification of an account. b. Signing in to the Account Management module. c. Insertion/removal of an address d. Insertion/removal of a tracked offender e. Inactivation of an account
15.	The system will provide Administrative users with capability to perform administrative functions to include adding addresses to user accounts, correcting unmappable addresses, searching user accounts, activate/deactivate and unlock user accounts, change user passwords, providing downtime messages and retrieving statistics (A sample of statistical information is provided in the Appendix D).
16.	The system will provide the ability for CJIS and law enforcement users to retrieve statistics of user registrations, number of e-mail notifications sent by type, etc. (A sample of statistical information is provided in Appendix D).

B. Log In Page

17.	The Login page should be located at https://https://www.floridaoffenderalert.com/
18.	The Login page should only be accessible when a user is not logged into the system.
19.	The Login page should contain the following fields: a. E-mail Address b. Password
20.	The Login page should contain the following buttons/links: a. Submit b. New User c. Forgot Password d. Offender Alert Help e. View our E-mail Registration Agreement
21.	The Login page should contain introductory text, instructions for unsubscribing from the system, and a disclaimer regarding public record exemption. Text will be provided by FDLE and is currently viewable online.
22.	General rules for the Login page: a. Clicking the "Submit" button should attempt to log the user into the system. ➤ If successful, user should be taken to "Account Home" page: https://https://www.floridaoffenderalert.com/account.php ➤ If unsuccessful, the following error message should be displayed: <i>"Login failed. Please insert the correct e-mail address and password into the fields provided."</i> b. If an incorrect password is entered for an account three times in a row, the system will lock that particular account for 15 minutes. Users will be unable to access locked accounts until the specified time has expired. c. Clicking "New User" link should take the user to the "Subscribe" page: https://www.floridaoffenderalert.com/subscribe.php d. Clicking "Forgot Password" link should take user to the "Forgot Password" page: https://www.floridaoffenderalert.com/forgotpass.php e. Clicking "Offender Alert Help" link should take user to the "Help" page: https://www.floridaoffenderalert.com/help.php f. Clicking the "E-mail Registration Agreement" link should take the user to the "E-mail Registration Agreement" page ; https://www.floridaoffenderalert.com/contract.php

C. Subscribe Page

23.	The Subscribe page should be located at: https://www.floridaoffenderalert.com/subscribe.php
24.	The Subscribe page should only be accessible when a user is not logged into the system.
25.	The Subscribe page should contain the following fields: a. Address Type (Required) ➤ Residential ➤ School ➤ Daycare ➤ Business ➤ Law Enforcement Agency ➤ Other b. Address (Required) c. Line 2 d. City (Required) e. Zip (Required) f. E-mail Address (Required) g. Confirm E-mail (Required) h. Password (Required) i. Confirm Password (Required)
26.	The Subscribe page should contain the following buttons/links: a. Submit b. Technical support e-mail address for just tracking an offender c. Technical support e-mail address for no activation e-mail d. Offender Alert Help e. View our E-mail Registration Agreement
27.	The Subscribe page should contain text explaining how to subscribe to the FOAS, instructions for preventing the subscription e-mail from being blocked as spam, and a disclaimer regarding public record exemption. Text will be provided by FDLE and is currently viewable online.
28.	General rules for the Subscribe page: a. Addresses ➤ Addresses must include an Address, City, and Zip Code ➤ State will always be set to Florida ➤ Mappable addresses are defined as an address receiving GeoCode Coordinates with an acceptable Accuracy Score (See the "System and Integration Requirements" section for further details regarding GeoCoding procedures and Accuracy Scores.) b. E-mail Addresses ➤ Must be in a valid e-mail format. ➤ E-mail and Confirm e-mail fields must match ➤ The e-mail address will serve as the user login name. c. Passwords ➤ Must be at least 8 characters long ➤ Must contain at least three of the following character types: uppercase letter, lowercase letter, digits 0-9, and special characters, such as '&', '#', '!', '+', etc. ➤ Password and Confirm password fields must match d. Clicking the "Submit" button should confirm that: ➤ A mappable address has been submitted ➤ The e-mail provided is not already listed as active in the system ➤ The e-mail and confirm e-mail fields match ➤ The e-mail provided is in a valid format ➤ The password and confirm password fields match ➤ The chosen password meets criteria in Item 28C

C. Subscribe Page (continued)

28 (continued)	• If all criteria above have been successfully met the user should be taken to a "Subscription Submitted" page and an "Account Activation" e-mail should be sent. ▪ The "Subscription Submitted" page should include text indicating that a confirmation e-mail will be sent in the next five minutes, display the e-mail address used to establish the account, instructions for preventing the subscription e-mail from being blocked as spam, and a disclaimer regarding public record exemption. Text will be provided by FDLE and is currently viewable online. ▪ "Offender Alert Activation" e-mail should be sent to the user's e-mail address in the next five minutes which will provide the link 'Activate my account'. When user clicks that link, system will locate the profile and give the user an ability to confirm the subscription. See Appendix B for a copy of the current "Offender Alert Activation" e-mail message. • If address will not map correctly, the following error should be displayed: <i>"There was an error with your subscription. We were unable to locate the address you entered. Please review the address to ensure it is complete and correct. If the address is correct, but cannot be located by our system, please call (877) 335-3767 or visit offender.fdle.state.fl.us/offender/Search.jsp to access the Florida Department of Law Enforcement's Sexual Offenders and Predators System and conduct a zip code search to identify registered offenders and predators in your area."</i> If e-mail/confirm e-mail fields do not match, the following error should be displayed: <i>"There was an error with your subscription. The e-mail addresses did not match. Please review the E-mail Address and Confirm E-mail fields to ensure they are identical."</i> If the e-mail provided is not in a valid format, the following error should be displayed: <i>"There was an error with your subscription. Please enter a valid e-mail address."</i> If password/confirm password fields do not match, the following error should be displayed: There was an error with your subscription. <i>"The passwords did not match. Please insert a new password."</i> If password contains less than eight characters, the following error should be displayed: <i>"There was an error with your subscription. Your account password must be at least 8 characters. Please insert a new password."</i> If Address, City, or Zip fields are left blank, the following error should be displayed: <i>"There was an error with your subscription. An address is required to subscribe."</i>
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C. Subscribe Page (continued)

28 (continued)	If e-mail field is left blank, the following error should be displayed: <i>“There was an error with your subscription. Please enter a valid e-mail address.”</i> If password field is left blank, the following error should be displayed: <i>“There was an error with your subscription. You must choose a password to continue.”</i> If e-mail address field matches an active account listed in the FOAS, the following error should be displayed: <i>“There was an error with your subscription. The e-mail address you entered is already listed in our database. Please log in to your account or enter another e-mail address.”</i> e. Upon successful account creation, the user will receive a confirmation e-mail indicating the specifics regarding the information they have requested to monitor as provided by FDLE. See Appendix B for a copy of the current confirmation e-mail message. f. Clicking the Technical Support e-mail address for just tracking an offender should perform a “mailto” function with “Track Offender Only” in the subject line ➤ This type of message should be sent to and handled by vendor. g. Clicking the Technical Support e-mail address no activation e-mail should perform a “mailto” function with “No Activation E-mail” in the subject line ➤ This type of message should be sent to and handled by vendor. h. Clicking “Offender Alert Help” link should take user to the “Help” page: https://www.floridaoffenderalerft.com/help.php i. Clicking the “E-mail Registration Agreement” link should take the user to the “E-mail Registration Agreement” page: https://www.floridaoffenderalert.com/contract.php
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D. Account Confirmation Page

29.	The Account Confirmation page should be located at: https://www.floridaoffenderalert.com/confirm.php
30.	The Account Confirmation page should only be accessible when a user clicks on the "Activate my account" link listed in the "Offender Alert Activation" e-mail.
31.	The Account Confirmation page should contain the following buttons/links: a. Confirm Subscription b. View our E-mail Registration Agreement
32.	The Account Confirmation page should contain text instruction users how to confirm their account and instructions for preventing notification e-mails from being blocked as spam. Text will be provided by FDLE and is currently viewable online.
33.	General rules for the Account Confirmation page: a. Clicking the "Confirm Subscription" button should set the user's account to "Confirmed" and direct the user to the "Account Home" page ➤ Once account has been confirmed, user should receive an "Account Update" e-mail detailing the addresses and offenders they are tracking. See Appendix B for a copy of the current "Account Update" e-mail message.

E. Forgot Password Page

34.	The Forgot Password page should be located at https://www.floridaoffenderalert.com/forgotpass.php
35.	The Forgot Password page should only be accessible when a user is not logged into the system.
36.	The Forgot Password page should contain the following fields: a. E-mail
37.	The Forgot Password page should contain the following buttons/links: a. Reset Password b. Home c. View our E-mail Registration Agreement
38.	The Forgot Password page should contain text instructing users how to reset their password via e-mail and instructions for preventing notification e-mails from being blocked as spam. Text will be provided by FDLE and is currently viewable online.
39.	General rules for the Forgot Password page: a. Clicking the "Reset Password" button should confirm that e-mail address is stored in the system and the account is active. ➤ If e-mail address is stored in the system and the account is active, the system should reset the user's password and send an e-mail to the address that a clickable link to a page allowing password reset. See Appendix for a copy of the "Password Reset" e-mail message. ➤ If e-mail address is not stored in the system or the account is not active, the following error should be displayed: ➤ The e-mail you entered could not be found in our database. Please insert the correct e-mail address or click the "Home" link to return to the login page. b. Clicking the "Home" link should take the user to the "Login" page: https://www.floridaoffenderalert.com/index.php c. Clicking the "E-mail Registration Agreement" link should take the user to the "E-mail Registration Agreement" page: https://www.floridaoffenderalert.com/contract.php

F. Account Home Page

40.	The Account Home page should be located at https://www.floridaoffenderalert.com/account.php
41.	The Account Home page should only be accessible once a user has logged into the system.
42.	The Account Home page should contain the following buttons/links: a. Monitor Addresses ➤ Button and "Click Here" link b. Monitor an Offender ➤ Button and "Click Here" link c. Manage My Account ➤ Button and "Click here" link d. Offender Alert Help e. Unsubscribe f. View our E-mail Registration Agreement g. Account Navigation Links ➤ Home ➤ Addresses ➤ Offenders ➤ My Account ➤ Logout
43.	The Account Home page should contain descriptions of the three main pages (Monitor Addresses, Monitor an Offender, and Manage My Account), a disclaimer about receiving e-mail regarding account updates within 24 hours, and a statement about wishing to stop receiving e-mails. Text will be provided by FDLE and is currently viewable online.
44.	General rules for the Account Home page a. Clicking the "Monitor Addresses" button should take user to the "Address Maintenance" page: https://www.floridaoffenderalert.com/account.php?action=address b. Clicking the "Monitor an Offender" button should take user to the "Offender Maintenance" page: https://www.floridaoffenderalert.com/account.php?action=offenders c. Clicking the "Manage My Account" button should take user to the "Account Maintenance" page: https://www.floridaoffenderalert.com/account.php?action=account d. Clicking the Monitor Addresses "Click Here" link should take user to the "Address Maintenance" page: https://www.floridaoffenderalert.com/account.php?action=addresses e. Clicking the Monitor an Offender "Click Here" link should take user to the "Offender Maintenance" page: https://www.floridaoffenderalert.com/account.php?action=offenders f. Clicking the Manage My Account "Click Here" link should take user to the "Account Maintenance" page: https://www.floridaoffenderalert.com/account.php?action=account g. Clicking "Offender Alert Help" link should take user to the "Help" page: https://www.floridaoffenderalert.com/help.php h. Clicking the "Unsubscribe" link should take user to the "Unsubscribe" page: https://www.floridaoffenderalert.com/unsubscribe.php?uid=XXXX • The XXXX should actually be the user's account id number i. Clicking the "View or E-mail Registration Agreement" link should take the user to the "E-mail Registration Agreement" page: https://www.floridaoffenderalert.com/contract.php j. Account Navigation Links ➤ Should be located just below FOAS title ➤ "Home" link should take user to the "Account Home" page ➤ "Addresses" link should take user to the "Address Maintenance" page ➤ "Offenders" link should take user to the "Offender Maintenance" page ➤ "My Account" link should take user to the "Account Maintenance" page ➤ "Logout" link should log user out of the system and return them to the "Login" page

G. Address Maintenance Page

45	The Address Maintenance page should be located at: https://www.floridaoffenderalert.com/account.php?action=address
46	The Address Maintenance page should only be accessible once a user has logged into the system.
47	The Address Maintenance page should contain the following buttons/links: a. Edit specific address (pencil icon) b. Delete specific address (red X icon) c. Add new address d. Add new offender e. Offender Alert Help f. Unsubscribe g. View our E-mail Registration Agreement h. Account Navigation Links ➤ Home ➤ Addresses ➤ Offenders ➤ My Account ➤ Logout
48	The Address Maintenance page should display all addresses currently being tracked by the user including: a. Address b. Line 2 c. City d. State (always FL) e. Zip f. Search Radius
49	The Address Maintenance page should contain a disclaimer about receiving e-mail regarding account updates within 24 hours and a statement about wishing to stop receiving e-mails. Text will be provided by FDLE and is currently viewable online.
50	General rules for the Address Maintenance page: a. Clicking the "Edit specific address" icon should take the user to the Edit Address page: https://www.floridaoffenderalert.com/account.php?action=editaddress&aid=1499 • The appropriate address ID should be inserted in the "aid=" portion of the URL ➤ This page should contain the following buttons/links: • Update Address ▪ Saves any changes made to the address record and return user to the "Address Maintenance" page ✓ System should display the following message to user on the "Address Maintenance" Page: Address Edited ✓ If Address Line 1, City, or Zip fields are modified system should recalculate the latitude and longitude of the address. • Delete Address ▪ Removes the address from the user's account ▪ System should confirm whether user wishes to delete the address before removing the record ▪ User should be returned to the "Address Maintenance" page. ▪ System should display the following message to user on the Address Maintenance Page: "Address Deleted"

G. Address Maintenance Page (continued)50
(continued)

- Unsubscribe
 - Clicking the “Unsubscribe” link should take user to the “Unsubscribe” page:
<https://www.floridaoffenderalert.com/unsubscribe.php?uid=XXXX>
 ✓ The XXXX should actually be the user’s account id number
 - View our E-mail Registration Agreement
 - Clicking the “View or E-mail Registration Agreement” link should take the user to the “E-mail Registration Agreement” page:
<https://www.floridaoffenderalert.com/contract.php>
 - Account Navigation Links
 - Home
 ✓ “Home” link should take user to the “Account Home” page
 - Addresses
 - “Addresses” link should take user to the “Address Maintenance” page
 - Offenders
 - “Offenders” link should take user to the “Offender Maintenance” page
 - My Account
 - “My Account” link should take user to the “Account Maintenance” page
 - Logout
 - “Logout” link should log user out of the system and return them to the “Login” page
- All address fields should be modifiable by the user including Address Type, Address Line 1, Address Line 2, City, Zip, and Radius.
- State should always be set to Florida
- b. Clicking the “Delete specific address” icon should remove the address from the user’s account.
- System should confirm whether user wishes to delete the address before removing the record.
 - System should display the following message to user on the “Address Maintenance” Page: Address Deleted
- c. Clicking the “Add new address” button should take the user to the Add Address screen:
<https://www.floridaoffenderalert.com/account.php?action=editaddress>
- This page should contain the following fields:
- Address Type (Required)
 - Residential
 - School
 - Daycare
 - Business
 - Law Enforcement Agency
 - Other
 - Address (Required)
 - Line 2
 - City (Required)
 - State
 - Always set to Florida
 - Zip (Required)

G. Address Maintenance Page (continued)50
(continued)

- This page should contain the following buttons/links:
 - Add Address
 - Adds address to the user's account
 - System should confirm whether address can be properly mapped using the rules put forth in the "System and Integration" section of this document
 - ✓ If address will map correctly address should be added to user's account and user should be returned to the "Address Maintenance" page
 - = System should display the following message to user on the "Address Maintenance" Page: *"Address Added"*
 - ✓ If address will not map correctly, the following error should be displayed:

"There was an error with your subscription. We were unable to locate the address you entered. Please review the address to ensure it is complete and correct. If the address is correct, but cannot be located by our system, please call (877) 335-3767 or visit offender.fdle.state.fl.us/offender/Search.jsp to access the Florida Department of Law Enforcement's Sexual Offenders and Predators System and conduct a zip code search to identify registered offenders and predators in your area."
 - Unsubscribe
 - Clicking the "Unsubscribe" link should take user to the "Unsubscribe" page: <https://www.floridaoffenderalert.com/unsubscribe.php?uid=XXXX>
 - ✓ The XXXX should actually be the user's account id number
 - View our E-mail Registration Agreement
 - Clicking the "View or E-mail Registration Agreement" link should take the user to the "E-mail Registration Agreement" page: <https://www.floridaoffenderalert.com/contract.php>
 - Account Navigation Links
 - Home
 - ✓ "Home" link should take user to the "Account Home" page
 - Addresses
 - ✓ "Addresses" link should take user to the "Address Maintenance" page
 - Offenders
 - ✓ "Offenders" link should take user to the "Offender Maintenance" page
 - My Account
 - ✓ "My Account" link should take user to the "Account Maintenance" page
 - Logout
 - ✓ "Logout" link should log user out of the system and return them to the "Login" page
- When new address is added to the system a search radius must be assigned.
 - Radius should default to 1 mile.
- Users should be allowed to track an infinite number of physical addresses.

G. Address Maintenance Page (continued)

50 (continued)	d. Clicking the “Add new offender” button should take the user to FDLE’s Offender Search page: offender.fdle.state.fl.us/offenderSearchNav.do?link=advanced ➤ See the “System and Integration” section of this document for details regarding how new offenders are added to a user’s account e. Clicking “Offender Alert Help” link should take user to the “Help” page: https://www.floridaoffenderalert.com/help.php f. Clicking the “Unsubscribe” link should take user to the “Unsubscribe” page: https://www.floridaoffenderalert.com/unsubscribe.php?uid=XXXX • The XXXX should actually be the user’s account id number g. Clicking the “View or E-mail Registration Agreement” link should take the user to the “E-mail Registration Agreement” page: https://www.floridaoffenderalert.com/contract.php h. Account Navigation Links ➤ Should be located just below FOAS title ➤ “Home” link should take user to the “Account Home” page ➤ “Addresses” link should take user to the “Address Maintenance” page ➤ “Offenders” link should take user to the “Offender Maintenance” page ➤ “My Account” link should take user to the “Account Maintenance” page ➤ “Logout” link should log user out of the system and return them to the “Login” page
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H. Offender Maintenance Page

51.	The Offender Maintenance page should be located at https://www.floridaoffenderalert.com/account.php?action=offenders
52.	The Offender Maintenance page should only be accessible once a user has logged into the system.
53.	The Offender Maintenance page should contain the following buttons/links: a. View offender (magnifying glass icon) b. Delete offender (red X icon) c. Add new address d. Add new offender e. Offender Alert Help f. Unsubscribe g. View our E-mail Registration Agreement h. Account Navigation Links ➤ Home ➤ Addresses ➤ Offenders ➤ My Account ➤ Logout
54.	The Offender Maintenance page should display all offenders currently being tracked by the user including: a. Full Name b. Date of Birth
55.	The Offender Maintenance page should contain a disclaimer about receiving e-mail regarding account updates within 24 hours and a statement about wishing to stop receiving e-mails. Text will be provided by FDLE and is currently viewable online.
56.	General rules for the Offender Maintenance page: a. Clicking the “View offender” icon should open the FDLE flyer associated with that individual: offender.fdle.state.fl.us/offender/flyer.do?personID=XXXX • XXXX should be replaced with the appropriate Person ID associated with the offender in question. • Person ID is provided by FDLE b. Clicking the “Delete an offender” icon removes the offender from the user’s account. ➤ System should confirm whether user wishes to delete the address before removing the record. ➤ System should display the following message to user on the “Offender Maintenance” Page: Offender Deleted c. Clicking the “Add new address” button should take the user to the Add Address screen: https://www.floridaoffenderalert.com/account.php?action=editaddress ➤ This page should contain the following fields: • Address Type (Required) ✓ Residential ✓ School ✓ Daycare ✓ Business ✓ Law Enforcement Agency ✓ Other

H. Offender Maintenance Page (continued)

56 (continued)	• Address (Required) • Line 2 • City (Required) • State ✓ Always set to Florida • Zip (Required) ➤ This page should contain the following buttons/links: • Add Address ✓ Adds address to the user's account ✓ System should confirm whether address can be properly mapped using the rules put forth in the "System and Integration" section of this document ▪ If address will map correctly address should be added to user's account and user should be returned to the "Address Maintenance" page ≡ System should display the following message to user on the "Address Maintenance" Page: <i>"Address Added"</i> ▪ If address will not map correctly, the following error should be displayed: <i>"There was an error with your subscription. We were unable to locate the address you entered. Please review the address to ensure it is complete and correct. If the address is correct, but cannot be located by our system, please call (877) 335-3767 or visit offender.fdle.state.fl.us/offender/Search.jsp to access the Florida Department of Law Enforcement's Sexual Offenders and Predators System and conduct a zip code search to identify registered offenders and predators in your area.</i> • Unsubscribe ✓ Clicking the "Unsubscribe" link should take user to the "Unsubscribe" page: https://www.floridaoffenderalert.com/unsubscribe.php?uid=XXXX ▪ The XXXX should actually be the user's account id number • View our E-mail Registration Agreement ✓ Clicking the "View or E-mail Registration Agreement" link should take the user to the "E-mail Registration Agreement" page: https://www.floridaoffenderalert.com/contract.php
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H. Offender Maintenance Page (continued)

56 (continued)	• Account Navigation Links ✓ Home ▪ “Home” link should take user to the “Account Home” page ✓ Addresses ▪ “Addresses” link should take user to the “Address Maintenance” page ✓ Offenders ▪ “Offenders” link should take user to the “Offender Maintenance” page ✓ My Account ▪ “My Account” link should take user to the “Account Maintenance” page ✓ Logout ▪ “Logout” link should log user out of the system and return them to the “Login” page ➤ When new address is added to the system a search radius must be assigned. • Radius should default to 1 mile. ➤ Users should be allowed to track an infinite number of physical addresses. d. Clicking the “Add new offender” button should take the user to FDLE’s Offender Search page: offender.fdle.state.fl.us/offender/offenderSearchNav.do?link=advanced ➤ See the “System and Integration” section of this document for details regarding how new offenders are added to a user’s account e. Clicking “Offender Alert Help” link should take user to the “Help” page: https://www.floridaoffenderalert.com/help.php f. Clicking the “Unsubscribe” link should take user to the “Unsubscribe” page: https://www.floridaoffenderalert.com/unsubscribe.php?uid=XXXX ➤ The XXXX should actually be the user’s account id number g. Clicking the “View or E-mail Registration Agreement” link should take the user to the “E-mail Registration Agreement” page: https://www.floridaoffenderalert.com/contract.php h. Account Navigation Links ➤ Should be located just below FOAS title ➤ “Home” link should take user to the “Account Home” page ➤ “Addresses” link should take user to the “Address Maintenance” page ➤ “Offenders” link should take user to the “Offender Maintenance” page ➤ “My Account” link should take user to the “Account Maintenance” page ➤ “Logout” link should log user out of the system and return them to the “Login” page
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I. Account Maintenance Page

57.	The Account Maintenance page should be located at https://www.floridaoffenderalert.com/account.php?action=account
58.	The Account Maintenance page should only be accessible once a user has logged into the system.
59.	The Account Maintenance page should contain the following fields: a. E-mail b. Account Type ➤ Private Citizen (default) ➤ Private Business ➤ Public Housing Agency ➤ Employment Agency ➤ Background Check Agency ➤ Child Welfare Social Services Entity ➤ Volunteer Organization ➤ Law Enforcement Agency ➤ Other c. New E-mail Address d. Confirm New E-mail Address e. New Password f. Confirm New Password
60.	The Account Maintenance page should contain the following buttons/links: a. Update Account b. Offender Alert Help c. Unsubscribe d. View our E-mail Registration Agreement e. Account Navigation Links ➤ Home ➤ Addresses ➤ Offenders ➤ My Account ➤ Logout
61.	The Account Maintenance page should contain a disclaimer about receiving e-mail regarding account updates within 24 hours and a statement about wishing to stop receiving e-mails. Text will be provided by FDLE and is currently viewable online.
62.	General rules for the Account Maintenance page: a. User's e-mail address is always displayed and is not editable. b. User can change the e-mail address associated with their account by inserting a new address in the "New E-mail Address" and "Confirm New E-mail Address" fields. ➤ Entering a new e-mail address will require that the new address be verified prior to the change taking effect. The account will become and remain inactive until the new address is verified. The user will be given notice of this requirement for address verification. • Upon successful submission of a new e-mail address the system will send an "Offender Alert Activation" e-mail to the user's e-mail address. See Appendix for a copy of the current "Offender Alert Activation" e-mail message.

I. Account Maintenance Page (continued)

62. (continued)	➤ E-mail address inserted in the “New E-mail Address” and “Confirm New E-mail Address” fields must be in valid e-mail format. • If e-mail not in valid e-mail format the following error message should be displayed: <i>“E-mail address is not valid. E-mail address not updated.”</i> ➤ E-mail address inserted in the “New E-mail Address” and “Confirm New E-mail Address” fields must match. • If e-mail address listed in the “New E-mail Address” and “Confirm New E-mail Address” fields do not match the following error message should be displayed: <i>“E-mail addresses did not match. E-mail address not updated.”</i> c. User can change the password associated with their account by inserting a new password in the “New Password” and “Confirm New Password” fields. ➤ Passwords inserted in the “New Password” and “Confirm New Password” fields must match, contain a minimum of 8 characters, contain three out of four of the following criteria: upper case letter, lower case letter, number and/or special characters. d. Clicking the “Update Account” button will update the user’s account with the e-mail address and/or password provided. ➤ User should be directed to the “Account Home” page ➤ The following message should be displayed on the “Account Home” page: ➤ Your account information has been updated. e. Clicking “Offender Alert Help” link should take user to the “Help” page: https://www.floridaoffenderalert.com/help.php ➤ Clicking the “Unsubscribe” link should take user to the “Unsubscribe” page: https://www.floridaoffenderalert.com/unsubscribe.php?uid=XXXX • The XXXX should actually be the user’s account id number f. Clicking the “View or E-mail Registration Agreement” link should take the user to the “E-mail Registration Agreement” page: https://www.floridaoffenderalert.com/contract.php g. Account Navigation Links ➤ Should be located just below FOAS title ➤ “Home” link should take user to the “Account Home” page ➤ “Addresses” link should take user to the “Address Maintenance” page ➤ “Offenders” link should take user to the “Offender Maintenance” page ➤ “My Account” link should take user to the “Account Maintenance” page ➤ “Logout” link should log user out of the system and return them to the “Login” page
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J. Unsubscribe Page

63	The Unsubscribe page should be located at https://www.floridaoffenderalert.com/unsubscribe.php?uid=XXXX a. The XXXX should actually be the user's account id number
64	The Unsubscribe page should only be accessible once a user has logged into the system.
65	The Unsubscribe page should display the e-mail address associated with the account
66	The Unsubscribe page should contain a radio button with the following options: a. Clear all of the addresses and offenders listed on my account b. Completely remove my account from this system
67	The Unsubscribe page should contain the following buttons/links: a. Continue b. View our E-mail Registration Agreement c. Account Navigation Links ➤ Home ➤ Addresses ➤ Offenders ➤ My Account ➤ Logout
68	The Unsubscribe page should contain instructions for preventing notification e-mails from being blocked as spam.
69	General rules for the Unsubscribe page: a. User must select one of the radio button options b. Clicking continue will apply the chosen option ➤ The "Clear all of the addresses and offenders listed on my account" option will remove all addresses and offenders associated with the user's account • System should require confirmation of this action before completing • System should require user to re-enter their password before deleting tracked addresses and offenders • ➤ The "Completely remove my account from this system" option will inactivate a user's account • System should require confirmation of this action before completing • System should require user to re-enter their password before inactivating the account c. Clicking the "View or E-mail Registration Agreement" link should take the user to the "E-mail Registration Agreement" page: https://www.floridaoffenderalert.com/contract.php d. Account Navigation Links ➤ Should be located just below FOAS title ➤ "Home" link should take user to the "Account Home" page ➤ "Addresses" link should take user to the "Address Maintenance" page ➤ "Offenders" link should take user to the "Offender Maintenance" page ➤ "My Account" link should take user to the "Account Maintenance" page ➤ "Logout" link should log user out of the system and return them to the "Login" page

K. Help Page

70	The Help page should be located at: https://www.floridaoffenderalert.com/help.php
71	The Help page should be accessible regardless of whether a user has logged into the system.
72	The Help page will contain frequently asked questions and answers regarding navigating and using the FOAS. a. Should contain the following sub-sections: ➤ Create/activate account ➤ Monitoring addresses ➤ Monitoring offenders ➤ Account maintenance ➤ Alert messages b. Text will be provided by FDLE and is currently viewable online.
73	Questions on The Help page should be listed at the top of the page and link to the appropriate question/answer
74	"Offender Alert Help" links throughout the system should take the user to the appropriate Help sub-section a. Link on "Login" page should link to top of Help page b. Link on "Subscribe" page should go directly to "Create/activate account" section of Help page c. Link on "Account Home" page should link to top of Help page d. Link on "Address Maintenance" page should go directly to "Monitoring Addresses" section of Help page e. Link on "Offender Maintenance" page should go directly to "Monitoring Offenders" section of Help page f. Link on "Account Maintenance" page should go directly to "Account Maintenance" section of Help page

L. E-mail Registration Agreement Page

75.	The E-mail Registration Agreement page should be located at https://www.floridaoffenderalert.com/contract.php
76.	The E-mail Registration Agreement page should be accessible regardless of whether a user has logged into the system.
77.	The E-mail Registration Agreement page should contain "Return to your account" link a. If user is logged into their account the link should take them to the "Account Home" page b. If user is not logged into an account the link should take them to the "Login" page
78.	For the E-mail Registration Agreement page, text will be provided by FDLE and is currently viewable online.

M. Admin Site

79.	The Admin Login page should be located at: https://www.floridaoffenderalert.com/admin/index.php
80.	The Admin Login page should ask for a user name and password
81.	Once logged in to the Admin Login page the admin user should be taken to the "Admin Area" page: https://www.floridaoffenderalert.com/admin/main.php
82.	The Admin Login page should contain the following links: a. View Recipient Statistics ➤ Clicking link should take user to the "Stats" page: https://www.floridaoffenderalert.com/admin/stats.php • This page should contain: ▪ Link to "Admin Area" page ▪ Indication of whether the e-mail messages have been sent for the day ▪ E-mail Counts ✓ E-mail message counts for the last 14 days organized by type ≡ Add/Modify ≡ Moved into radius ≡ Tracking change ≡ Tracking not valid ≡ Tracking stopped ✓ Total number of e-mail messages sent for the month ✓ Total number of e-mail messages sent for the year ✓ Total number of e-mail messages sent since the inception of the system ▪ Subscription Counts ✓ Total number of subscribers ✓ Total number of Confirmed Accounts ✓ Total number of Confirmed Accounts in the past 7 days ▪ Tracking Counts ✓ Total number of addresses tracked ✓ Total number of offenders tracked ✓ Breakdown of total addresses tracked by county ≡ List should be sortable by County name and Count

M. Admin Site (continued)

82.
(continued)

b. Search and Edit Recipients

- Clicking link should take user to the “Search Recipients” page:
<https://www.floridaoffenderalert.com/admin/recipients.php>
 - This page should contain
 - An e-mail keyword search field
 - Search button
 - Clear field button
 - Link to “Admin Area” page
 - General rules for the Search Recipients page:
 - When “Search” button clicked system will search for user accounts that contain the characters listed in the search field in the registered e-mail address
 - When “Clear field” button clicked the search field will be cleared and any results will be removed
 - All search hits will be displayed in list including E-mail address, account active indicator, and link to “Account Edit” page
 - ✓ The “Account Edit” page should contain
 - ≡ Account e-mail address
 - ≡ Last activity date and time
 - ≡ Account status (active/inactive)
 - ≡ Account confirmed indicator
 - ≡ List of tracked addresses including
 - o Address, city, state, and zip code fields
 - o Search radius
 - o Latitude
 - o Longitude
 - ≡ List of tracked offenders including
 - o Full name
 - o Date of Birth
 - ≡ Update button
 - o Clicking this button will save any changes made to the account information
 - ≡ Link to Search Results
 - ≡ Link to “Admin Area” page

M. Admin Site (continued)

82. (continued)	✓ Admin users should have the ability to modify the following information for a user account ≡ E-mail address ≡ Account password - o Admin users should be able to type new password rather than reset ≡ Account status ≡ Account confirmed indicator ≡ Tracked addresses including - o Address fields - o Search radius - o Latitude - o Longitude ✓ Admin users should have the ability to add new addresses to an account ≡ The system should not try to map addresses added by admin users ≡ Admin users will need to provide a Latitude and Longitude for each address inserted ✓ Admin users should have the ability to delete tracked addresses and tracked offenders from an account c. Manage Down Time Message ➤ Clicking link should take user to the “Manage Down Time” page: https://www.floridaoffenderalert.com/admin/downtime.php • This page should contain: ▪ Text explaining the purpose of the Down Time page ✓ Text will be provided by FDLE. ▪ Start date for the system to be inactive ▪ Start time for the system to be inactive ▪ End date for the system to be inactive ▪ End time for the system to be inactive ▪ Down Time activation checkbox ▪ Editable message to be displayed to the public while system in inactive ▪ Save/Update button ▪ Link to “Admin Area” page • General rules for this page: ▪ Clicking the “Save/Update” button will save any changes made to the Manage Down Time page ▪ System will be taken offline when the Start Date/Time occurs if the Down Time activation checkbox is active ▪ System will automatically come back online when the End Date/Time occurs d. Logout ➤ Clicking this link should log the user out of the Admin Area and return them to the Admin Login page
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N. E-mail Messages

83.	Account Activation e-mail a. This e-mail should be sent when a user attempts to open a new account in the FOAS. b. This e-mail message must contain ➤ E-mail banner image ➤ Link to main FOAS Activate Account page ➤ Text provided by FDLE c. See Appendix B for a copy of the current "Account Activation" e-mail message.
84.	Forgot Password e-mail a. This e-mail should be sent when a user asks to have their account password reset. b. This e-mail message must contain ➤ E-mail banner image ➤ Temporary password ➤ Link to activate account ➤ Text provided by FDLE c. See Appendix B for a copy of the current "Forgot Password" e-mail message. d. The system must force the user to change their password once they log-in with their temporary password.
85.	Account Update e-mail a. This e-mail should be sent when a user has made changes to their account including adding, modifying, removing tracked addresses, adding or removing tracked offenders, or makes any changes to their account settings. See Appendix for a copy of the current "Account Update" e-mail message. b. This e-mail message must contain ➤ E-mail banner image ➤ List of tracked addresses with link to the Neighborhood Search Results for each of the corresponding Address of Interest ➤ List of tracked offenders ➤ Link to FOAS page to change subscription information. ➤ Quick links to unsubscribe from the FOAS, Safety tips listed on FDLE's site, and the Frequently Asked Questions listed on FDLE's site. ➤ Link to submit e-mail regarding technical issues ➤ Text provided by FDLE c. See Appendix B for a copy of the current "Account Update" e-mail message.

N. E-mail Messages (continued)

86.	Moved Into Radius e-mail A user will receive an e-mail notification if one or more newly received/entered offender addresses is within the radius specified for a given address (between ¼ and 5 miles). ➤ E-mails should also be sent if the GeoCode coordinates of an existing address are modified more than 100 feet and the new location falls into the radius specified for a given address. In the case of multiple offender addresses falling within the specified radius of an address of interest for a given user, the user should receive a separate e-mail for each Address of Interest. The e-mail informing a user that a sexual offender or predator has taken up residence, employment or education within a specified radius of a given address will contain the following information: ➤ E-mail banner image ➤ Summary information for the offender(s) identified: • Name • DOB • Address and Address Type causing the match • Public Flyer Link ▪ A key to the offender's record will be provided so that a URL can be generated which links to the offender's flyer page on the Sex Offender / Predator System. ➤ Link to FOAS page to change subscription information. ➤ A statement regarding the misuse of public records information and a link to F.S. 775.21(10)(c) ➤ Quick links to unsubscribe from the FOAS, the Neighborhood Search Results for each of the corresponding Address of Interest, Safety tips listed on FDLE's site, and the Frequently Asked Questions listed on FDLE's site. ➤ A disclaimer regarding the method in which the data is collected and the inherent potential for inaccuracies. ➤ Link to submit e-mail regarding technical issues ➤ Text provided by FDLE See Appendix B for a copy of the current "Moved into radius" e-mail message.
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N. E-mail Messages (continued)

87.	Tracked Offender Move e-mail a. This e-mail should be sent anytime a new address is reported for a tracked offender. ➤ This e-mail should also be sent if the GeoCode coordinates of an existing address are modified more than 100 feet. b. In the case of address changes occurring for multiple offenders/predators identified on the user's tracking list, the user should receive a separate e-mail notification for each offender/predator. c. The e-mail message informing a user that a tracked sexual offender or predator has reported a new Florida residence should contain: ➤ E-mail banner image ➤ Summary information for the offender(s) identified: • Name • DOB • Address and Address Type causing the message • Public Flyer Link ▪ A key to the offender's record will be provided so that a URL can be generated which links to the offender's flyer page on the Sex Offender / Predator System. ➤ Link to FOAS page to change subscription information. ➤ A statement regarding the misuse of public records information and a link to F.S. 775.21(10)(c) ➤ Quick links to unsubscribe from the FOAS, the Neighborhood Search Results for each of the corresponding Address of Interest, Safety tips listed on FDLE's site, and the Frequently Asked Questions listed on FDLE's site. ➤ A disclaimer regarding the method in which the data is collected and the inherent potential for inaccuracies. ➤ Link to submit e-mail regarding technical issues ➤ Text provided by FDLE d. See Appendix B for a copy of the current "Tracked offender move" e-mail message.
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N. E-mail Messages (continued)

88.	Moved Out of State e-mail This e-mail will be sent anytime a tracked offender has is included in the nightly file but has no addresses listed. In the case of multiple offenders/predators identified on the user's tracking list having no addresses listed in the nightly file, the user should receive a separate e-mail notification for each offender/predator. The e-mail message informing a user that a tracked sexual offender or predator has a new address outside of Florida should contain: ➤ E-mail banner image ➤ Summary information for the offender(s) identified: • Name • DOB • Public Flyer Link ➤ Link to FOAS page to change subscription information. ➤ Quick links to unsubscribe from the FOAS, Safety tips listed on FDLE's site, and the Frequently Asked Questions listed on FDLE's site. ➤ A disclaimer regarding the method in which the data is collected and the inherent potential for inaccuracies. ➤ Link to submit e-mail regarding technical issues ➤ Text provided by FDLE See Appendix B for a copy of the current "Moved out of state" e-mail message.
89.	No Longer Required to Register e-mail This e-mail will be sent anytime a tracked offender is no longer included as part of the nightly address file. In the case of multiple offenders/predators identified on the user's tracking list not being included in the nightly address file, the user should receive a separate e-mail notification for each offender/predator. The e-mail message informing a user that a tracked sexual offender or predator is no longer required to register in the State of Florida should contain: ➤ E-mail banner image ➤ Name and DOB of the subject ➤ Link to FOAS page to change subscription information. ➤ Quick links to unsubscribe from the FOAS, Safety tips listed on FDLE's site, and the Frequently Asked Questions listed on FDLE's site. ➤ A disclaimer regarding the method in which the data is collected and the inherent potential for inaccuracies. ➤ Link to submit e-mail regarding technical issues ➤ Text provided by FDLE See Appendix B for a copy of the current "No longer required to register" e-mail message.

O. Local Law Enforcement Custom Banners

90.	Currently, the e-mail notification service allows for local law enforcement agencies to display a banner which is customized for their agency when citizens sign up through their website.
91.	The Local Law Enforcement Custom Banner is displayed when citizens sign up through the service in place of FDLE's banner.
92.	The Local Law Enforcement Custom Banner is offered to local law enforcement agencies for a minimal fee on an annual basis.
93.	The Local Law Enforcement Custom Banner will continue to be offered and remain available for the 18 local law enforcement agencies which are participating in this option.

P. Training

94.	The vendor shall provide end user training for up to 15 FDLE members .End user training will be delivered at a time mutually agreed by FDLE and the Vendor. End user training may be delivered in a classroom setting, webinar, or computer-based training format.
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Q. System and Integration Requirements

95.	The vendor must describe the development methodology used to develop and maintain the software used for the system. This includes secure coding guidelines and standards used to protect the site from unauthorized access and use. Examples include the Open Web Application Security Project (OWASP) and CERT Secure Coding Standards.
96.	Data must be transferred securely. Data transfer security and encryption (128 bit TLS/SSL and 256 bit AES) are preferred.
97.	FDLE will provide via SFTP, a daily listing of the addresses of offenders and predators maintained in the SOPS database. Nightly files will be processed by the vendor and applied to their database to determine appropriate address changes. This is critical to provide accurate and up-to-date information to the internet user. a. The vendor will refrain from processing the daily address file and sending e-mail notifications for a specified period when requested by FDLE.
98.	When an internet user clicks 'Track Offender' link on offender search results or an offender flyer, they are redirected to FOAS, passing the offender's identifying criteria viz. offender id, last name and first name. If user is not already logged in to FOAS, they are first required to login and then they are taken to the page that lists all the offenders they are tracking, including the most recent one that they clicked the 'Track Offender' link for.
99.	By default, newly received/entered offender/predator addresses will be defined as offender/predator addresses that were entered / received into the SOPS more than 24 hours ago, but less than 48 hours ago. The intention behind waiting 24 hours before considering an address as "newly received" is to give FDLE the time required to perform their daily quality control checks on address data.
100.	Results returned by the Notification Process must be consistent with those returned in the Neighborhood Search function provided in the Sexual Offender/Predator Internet site, in terms of offenders/predators falling within the same geographic radius.
101.	In the event of a failure of the process (or failure of consecutive processes), the subsequent run will include addresses going back as far as the last successful process.

Q. System and Integration Requirements (continued)

102.	E-mail notification thresholds must be in place to alert FDLE of errors which may occur during processing. If any threshold is exceeded, e-mails will be held until FDLE approves the release of the e-mails.
103.	Any changes to this process or updates to the data format will be communicated and coordinated in advance through established change management procedures. The format of the xml file that will contain the daily address updates can be found in the Appendix C.
104.	FDLE hosts an XML-based web service which the vendor will use for geocoding addresses entered by registered users for tracking purposes. Sample response from the GeoCodeService can be found in the Appendix. GeoCodeService employs Google APIs for geocoding addresses. In order to achieve desired address accuracy scores and be consistent with SOPS database, geocoding should be attempted using following address data elements in the order listed. ➤ Address, state, zip ➤ Address, city, state, zip ➤ Address city, state The system should attempt to GeoCode an address using just Address, State, and Zip. If an acceptable accuracy score is not obtained the system should try to GeoCode the address using Address, City, State, and Zip. If an acceptable accuracy score is not obtained the system should try to GeoCode the address using Address, City, and State. The system should only attempt to GeoCode the address using multiple formats if an acceptable accuracy score is not returned.
105.	For the purposes of mapping, only the following accuracy scores should be accepted (depending on the address fields searched against): Address, state, zip: 6, 7, 8, or 10 Address, city, state, zip: 7, 8, or 10 Address, city, state: 7, 8, or 10
106.	All information entered by the public must be protected against unauthorized disclosure, unintentional or otherwise. In the event that public data is disclosed, the vendor shall notify FDLE immediately upon discovery.
107.	The vendor with the final award, will need to engage in the data migration effort to migrate all the registered users, addresses and subjects (offenders and predators) being tracked, from the current system to the new solution as seamlessly as possible. The details of the migration process will be determined.

R. Quality of Service Level Requirements

108.	The system will reliably provide the function it is required to provide to the public, law enforcement and FDLE.
109.	The entire solution, including the public interface, will be hosted at the vendor site.
110.	The system will be continually monitored by the vendor 24 hours per day.
111.	Any disruption in the system availability will be corrected by the vendor.
112.	The system should operate at a 99.95% operational uptime.
113.	The vendor must provide FDLE a mechanism to obtain activity reports on all notifications sent by the system. Emails will be sent daily based on a procedure run the preceding night.
114.	Any critical problems reported by FDLE or any other system user should be resolved within 24 hours of discovery. If the vendor is unable to remediate such a problem within the required timeframe, written explanation must be provided to FDLE with an estimated timeframe for remediation. Critical problems are any that cause major impact to the functionality of the system, such as a user's inability to access the website, inability to create or maintain account profiles, inability of the system to make timely and accurate notifications, inability of the system to process updated offender / registrant data timely, etc.
115.	Any non-critical defects or errors reported should be resolved within 10 business days of defect discovery. Non-critical problems are any that cause minor impact to the functionality of the system, such as content formatting issues (webpages / email), unexpected webpage navigation behaviors, etc.
116.	Any down time required for site maintenance should be coordinated with FDLE.
117.	The system should be able to handle the volume of growing number of registered users and associated number of e-mail notifications required to be generated.
118.	If number of potential e-mail notifications to be generated exceeds a set threshold, e-mail notifications should not be sent automatically. In that case, the system will send e-mail notifications only after review and approval from FDLE.

S. Project Management

119.	Vendor will provide project management services that are in conformance with the Project Management Institute's Guide to Project Management Body of Knowledge (PMBOK Guide) – Fourth Edition standards and best practices. The project, as defined in this ITN, shall be from the date of contract signing to the date that FDLE issues final acceptance for the FLORIDA OFFENDER ALERT SYSTEM / E-MAIL NOTIFICATION SERVICE
120.	The vendor shall deliver a Work Plan with their proposal that defines tasks and responsibilities (including technical and management tasks) with projected start and end dates for all project activities
121.	The vendor shall deliver a Communications Plan with their proposal which addresses communications with FDLE and key stakeholders during the project.
122.	The vendor shall deliver an Issue Management Plan with their proposal which describes how they plan to manage issues during the project.
123.	The vendor shall deliver a Risk Management Plan with their proposal which describes how they plan to manage risks during the project.
124.	Thirty (30) calendar days following contract signing, the vendor shall provide updates to the Work Plan, Communications Plan, Issue Management Plan, and Risk Management Plan based information based on information developed during that period.
125.	The vendor shall provide regular status reports to FDLE during the project as mutually agreed to by FDLE and the vendor.

T. Maintenance and Technical Support

126.	Vendor shall provide a maintenance program for the E-Mail Notification Service.
127.	The maintenance program shall include toll-free telephone support, technical assistance, software patches and new version releases.
128.	Vendor shall have written policies and procedures, which include procedures for notifying FDLE when a suspected or confirmed breach, or an information security incident, occurs. Statutory requirements regarding breach of security concerning confidential personal information can be found in Section 817.5681, F.S.

5.2 KEY PERSONNEL

Key personnel, including but not limited to the Project Manager, will be Vendor employees (i.e., not independent contractors or sub-contractor personnel) unless approved in writing by FDLE. Key personnel will be identified in the SOW. Voluntary changes made by Vendor in key personnel during the term of this Agreement will be approved, in writing, by FDLE. During the term of this Agreement, Vendor will not reassign Key Personnel assigned to this Agreement to another customer without the express written consent of FDLE. Turnover of Vendor staff, including subcontractors, will not obligate FDLE to pay additional cost or accommodate schedule delays.

5.3 BACKGROUND INVESTIGATIONS

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

5.4 SECURITY REQUIREMENTS

The Vendor agrees to adhere to current and future versions of FDLE security policies and procedures in accordance with Florida Administrative Code 71A-1.

The Vendor shall not divulge to third parties any confidential information obtained by the Vendor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the Department. The Vendor shall not be required to keep confidential information or material that is publicly available through no fault of the Vendor, material that the Vendor developed independently without relying on the Department's confidential information or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Vendor shall take appropriate steps as to its personnel, agents, and subcontractors.

The warranties of this paragraph shall survive the Contract.

5.5 CONFIDENTIAL INFORMATION

Confidential Information" means information or materials provided by one party to the other which are:

- i) in tangible form and labeled "confidential" or the like;
- ii) if disclosed orally, are identified as being confidential at the time of disclosure; or
- iii) a reasonable person would consider confidential from the nature of the information and circumstances of disclosure.

The receiving party will hold the Confidential Information in strict confidence, will use it only for purposes of this Agreement, and disclose it only to employees and agents who have a need to know such Confidential Information and who have agreed to abide by the terms of Section 5.4, Security Requirements prior to disclosure.

The receiving party will exercise the same care in preventing the unauthorized disclosure or use of the Confidential Information that it takes to protect its own information of a similar nature, which in no event will be less than reasonable care.

The restrictions on the use and disclosure of Confidential Information specified hereunder will not apply to information:

- (i) which is independently developed by the receiving party or lawfully received from another source without breach of this Agreement;
- (ii) which is or becomes generally available to the public without breach of this Agreement by the receiving party; (iii) which at the time of disclosure was known to the receiving party;
- (iv) which is disclosed to unaffiliated third Parties without restriction by the disclosing party; or
- (v) which is disclosed pursuant to law, judicial order, or government regulations so long as the receiving party promptly notifies the disclosing party prior to disclosure and cooperates with the disclosing party in the event that the disclosing party elects to contest or avoid such judicial or governmental disclosure, whether by seeking a protective order or otherwise.

FDLE information which is made confidential or exempt from disclosure by law will retain that status notwithstanding the occurrence of the specified exceptions to restrictions on use and disclosure, to the extent permitted by law. FDLE agrees to maintain the confidentiality of Confidential Information, as that term is used in this Agreement, received from Vendor, to the extent this can be accomplished without violating Florida Law regarding public records, as set forth in Chapter 119, Florida Statutes (2009). In particular, FDLE agrees to maintain the confidentiality of Confidential Information to the extent such information constitutes Trade Secret Information, as that term is used in Section 815.045, Florida Statutes (2008), and as defined at Section 812.081(1)(c), Florida Statutes (2009).

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

5.6 RIGHT IN WORK PRODUCT

The rights conveyed to the FDLE pursuant to this Agreement do not include rights to any preexisting Vendor Intellectual Property used, developed and refined by Vendor and its subcontractors during their provision of Services under this Agreement. Vendor and its subcontractors (as applicable) will retain sole and exclusive ownership, right, title and interest, including ownership of copyright, with respect to Vendor Intellectual Property and any work product created as part of this Agreement.

"Vendor Intellectual Property" means all Vendor- owned and subcontractor-owned (as applicable), and licensed software, know-how, inventions, tools, business methodologies and processes and techniques, and all other intellectual property (including, but not limited to, copyrights) owned and used by Vendor and its subcontractors (as applicable) in performing the Services or creating the work product pursuant to this Agreement, together with any improvements, enhancements, modifications or derivatives thereof.

Subject to payment of the fees required under this Agreement for the Services performed by Vendor, Vendor hereby grants to FDLE and the Regions a non-transferable, non-exclusive, perpetual, limited right and license to use the Vendor Intellectual Property, if any, and other work product delivered to FDLE as part of any Deliverable pursuant to the terms of this Agreement.

Nothing in this Agreement will preclude Vendor from providing services to others that are similar to or the same as the services provided to FDLE. All FDLE data, which may be included in the Deliverables, will remain the exclusive property of FDLE and may not be copied or removed by Vendor personnel (except in performance of the Services) without express written permission of FDLE. The Parties acknowledge and agree that the licensing of any COTS Products will be governed by the terms of the applicable EULAs.

5.7 CHANGE MANAGEMENT REQUIREMENTS

The Vendor and the FDLE will adhere to the following process to document and track changes to the specified scope, schedule or cost specified or Contract. Changes to the specified scope, schedule or cost specified or Contract will be initiated by using a Project Change Request form as provided in Attachment B. The Project Change Request may be prepared by the Vendor or the FDLE. The Project Change Request will be signed by the Project Managers for the Vendor and the FDLE to be considered a formal, official change request. The FDLE will assign a project change number to the request.

Changes that affect major project milestones specified in the specified scope, schedule or cost specified or Contract will require a contract amendment, in addition to the Project Change Request, signed by authorized representatives for the Vendor and the FDLE. No request for any alteration, modification or additional work which will change the specified scope, schedule or cost specified or Contract will be valid unless the resulting change has been agreed upon in writing through a contract amendment. No oral statement of any person will in any manner or degree modify or otherwise affect the terms of this Contract.

5.8 DELIVERABLES AND ACCEPTANCE CRITERIA

The Deliverables and Acceptance Criteria are defined below. Acceptance of all deliverables will be at the discretion of the State based on the specific acceptance criteria identified for each deliverable below. Formal sign-off on each of the deliverables below must be received for the deliverable to be considered accepted. The decision will be either "Accepted," "Accepted with Modifications," or "Rejected." The procedure for Deliverable Acceptance is as follows:

1. The Vendor shall submit the completed deliverable(s) to the FDLE Project Manager in accordance with the due date on the Project Schedule. The Vendor shall also submit a Deliverables Checklist ("Checklist") that has been filled out and signed for each Deliverable. The Checklist can be found in Attachment A.
2. The FDLE Project Manager will then complete the FDLE Receipt portion of the Checklist and work with the project team to validate that the Checklist is accurate and that all required components of the Deliverable(s) have been completed as specified and meet all requirements.
3. If the decision is "Accepted," the Vendor will be permitted to move into the next project phase. All deliverables that were submitted will be considered "Accepted" (indicated by an "Accepted" decision and signature of a Formal Acceptance Form for each). The Formal Acceptance Form is located in Attachment C.
4. If the decision is "Accepted with Modifications," the Vendor will be permitted to move into the next project phase, but will be required to address the issues raised by the panel in a timeframe specified by the FDLE Project Manager on the Formal Acceptance Form. Once modifications have been incorporated and reviewed by the State, the vendor shall submit a Formal Acceptance Form for signature.
5. If the decision is "Rejected," the Vendor will be required to address the deficiencies noted on the Checklist in a timeframe agreed upon by the FDLE and the vendor and follow the aforementioned process.

If the Deliverable(s) are considered "Accepted" or "Accepted with Modifications", the approved Checklist and all signatures will be sent out to FDLE stakeholders, the Deliverable(s) will be considered accepted, and the FDLE Project Manager will send a Formal Acceptance Form (Attachment C.) for the Deliverable(s) to the Vendor.

The following sections describe the acceptance procedures for document, services, and hardware/software deliverables.

A. Documents

The Vendor will notify the FDLE Project Manager when a document deliverable is ready for review. The Vendor shall submit the document to the FDLE Project Manager. FDLE will have seven business days to review a document consisting of 1 to 50 pages. Every additional 20 page increment will allow for an additional day of review (for example, 51 to 70 pages would allow eight business days for review).

The State reviewer(s) will document any deviations, defects, and comments in the Deliverables Checklist which the FDLE Project Manager will then return to the vendor.

Within a timeframe specified by the FDLE Project Manager, the vendor will review and address all documented deviations, defects, and comments from the State, and will document the resolution. The vendor will then submit the updated document deliverable to the FDLE Project Manager.

The vendor will notify the FDLE Project Manager when the document deliverable is completed and submit a Formal Acceptance Form as shown in Attachment C – Formal Acceptance Form.

The form will be reviewed and signed and the decision field will be marked with the appropriate checkbox (accepted or accepted with modifications). If the document deliverable is accepted with modifications

All written deliverables will be provided in the following electronic formats:

- MS Word for text
- MS Excel for spreadsheets
- MS Project for schedules
- MS PowerPoint for presentations
- MS Visio for diagrams

B. Services

Service deliverables will be tested by FDLE to ensure compliance with the requirements documented in this ITN and as may be modified through negotiation by FDLE and the Vendor.

The vendor will notify the FDLE Project Manager when a service deliverable has been completed, and will submit a completed Deliverables Checklist (Checklist). FDLE will have five business days to review the form and any other documentation pertinent to the deliverable. The Checklist will be reviewed.

FDLE will inspect the deliverables and document the Checklist with any deviations, defects, and comments, which the FDLE Project Manager will then return to the vendor. The Checklist will be used for each review cycle until the deliverable is ready for formal acceptance.

The vendor will notify the FDLE Project Manager when the deliverable is completed and submit a Formal Acceptance Form as shown in Attachment C.

FOAS services will be fully tested and validated to meet functional and performance requirements. The test process begins with analysis of requirements for their validity and ambiguities, definition of the method of verification and the qualification level planned. A Requirements Traceability Matrix (RTM) will be utilized to ensure 100% coverage of these functions. The testing and RTM are critical factors monitored throughout the project life cycle.

5.9 DELIVERABLE SCHEDULE

#	Deliverable Description	Acceptance Criteria	Accepted By
1	Vendor Hosted Service The vendor is responsible for providing all hardware and software necessary to host the E-Mail Notification Service. A validated list of requirements for the entire SOPS system. Requirements will be presented in a Traceability Matrix template with columns for Initial Requirements (which will contain this validated set), Design Requirements/Specifications, any intermediate Specifications, and a column for User Acceptance Testing (UAT). The purpose is to provide full traceability from initial requirements through design to delivery of the final Solution. ITN Reference - Requirements 1-93 and 108-118	Meets all required specifications	FDLE Project Manager
2	Training Plan and Training Identifies the approach, specific activities, participants, and content to be used or produced in support of conducting solution Training. Details the approach of how Trainers (via Train-the-trainer) and selected End Users will be trained and what training materials will be required Plan will detail how the various users will be trained and the overall strategy from train-the-trainer classes to end user Computer Based Training (CBT) modules. Plan will also include details of how the training will apply to each role and what modules will enable users to learn basic and advanced functionality. The plan will also specify what training materials will be required. ITN Reference - Requirement 94	Meets all required specifications	FDLE Project Manager
3	System Integration Services The solution will also include the design, test, and implementation of SOPS integration to the Florida Sex Offender / Predator System. The vendor will provide implementation, testing, and support for this interface. Final test results for the integration must be approved (No open Severity Level 3, 4 or 5 Defects). Defect severity levels are defined in the table below. ITN Reference - Requirements 95 - 107	Meets all required specifications	FDLE Project Manager

5.9 DELIVERABLE SCHEDULE (continued)

#	Deliverable Description	Acceptance Criteria	Accepted By
4	Project Management Services Identifies the work plan, key activities, responsible parties, key overall milestones, schedule, dependencies, and percentage complete of activities for the overall project (design, implement, test, train, deploy, operate, support, and maintain). The Schedule plan to be provided in Microsoft Project format. Includes issues and risk tracking and risk management. Also includes detailed project escalation procedures consistent with response time requirements in this ITN. ITN Reference – Requirements 119 - 125	Meets all required specifications	FDLE Project Manager
5	Maintenance and Technical Support Includes all applications, Databases, Operating Systems, Monitoring Software, Third-party Tools and Products, Storage, Hardware. Provides details on how to operate, maintain, and support all aspects of the solution. Includes failover procedures for manually switching to the mirrored equipment. Also, includes schedule of all planned maintenance activities and related the intervals including: backups, database maintenance/optimization, upgrades, failover tests, planned [hardware] maintenance, tape rotation, application updates, restarts, and any other regular maintenance. Develop “Application Maintenance Plan” for all categories of maintenance Services (e.g., Minor Enhancements, Corrective Maintenance, Preventative Maintenance, Adaptive Maintenance, and Perfective Maintenance) Updated minimally at end of each Phase or upon major release of solution component (application, database, etc.). ITN Reference - Requirements 126 - 128	Meets all required specifications	FDLE Project Manager

5.10 DEFECTS

The FDLE Project Manager will document defects and assign a severity level using the criteria described in the table below.

Severity Level	Classification Criteria
5	Critical Value – Must have – Catastrophic failure – Highest Risk Level – Failure Assured
4	High Value – Impairment of critical function(s) and no work-around solution exists – High Risk for Failure
3	Moderate Value – Impair of system function(s) but a documented work-around exists – Medium Risk of Failure
2	Low Value – Little Impact – Low Risk of Failure
1	No Significant Impact – High user / client tolerance level – No Risk of Failure

5.11 PAYMENT TERMS

Payments for the Florida Offender Alert System / E-mail Notification Service shall begin 90 days after FDLE issues Final Acceptance for the Deliverables specified in Section 5.9. Thereafter, payments will be made by FDLE quarterly in arrears.

6.0 PROPOSAL FORMAT INSTRUCTIONS

6.1 GENERAL INSTRUCTIONS

This section prescribes the format of the proposal responses. There is no intent to limit the content of the response. Additional information deemed appropriate by the Respondent may be included. However, cluttering the proposal with irrelevant materials makes the evaluation more difficult.

6.2. ECONOMY OF PRESENTATION

Each proposal will be prepared simply and economically, providing a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this ITN. Fancy bindings, colored displays, and promotional material are not desired. However, technical literature may be included in the proposal. Emphasis in each proposal must be on completeness and clarity of content. In order to expedite the evaluation of proposal responses, it is essential that Respondents follow the format and instructions contained herein.

6.3 TECHNICAL PROPOSAL

All proposals must be submitted containing the sections outlined below. A "Tab", as used here, is a section separator, offset and labeled, (Example: Tab 1, Executive Summary), such that the evaluation team can easily turn to "Tabbed" sections during the evaluation process.

Tab 1 - Executive Summary

Include a synopsis of the Respondent's response in such a way that it demonstrates an understanding of the Department's requirements and a sound method of providing the required services.

Tab 2 - Corporate Capabilities

The purpose of this section is to provide the Department with a basis for determining the Respondent's financial strength and background experience for undertaking a project of this type or size. The Department is not interested in a voluminous description of all contracts. A concise but thorough description of relevant experience is desired.

Respondents must include the following in their proposals:

- a. Financial Statements - A corporate balance sheet and statement of income for the applicable legal entity(s) for each of the last three fiscal years must be provided.
- b. Background Information - Details of the background of the firm's size, and resources, must include:
 - 1) Date established - The Department prefers Respondents that have been in business for at least five (5) years.
 - 2) Ownership (public company, partnership, subsidiary, privately held etc.);
 - 3) Primary business;
 - 4) Total number of employees;
 - 5) Number of personnel engaged in activities relevant to this ITN.
- c. Relevant Experience - Describes the firm's prior experience on information technology projects similar to that described in this Invitation to Negotiate. Respondent should include at least two and no more than five projects and limit descriptions to no more than three pages per project. Projects should have been worked in the last five (5) years.
- d. References - Respondents must provide three (3) references for the projects described in C. 2. c. above. References must include the following information. (See attachment E)
 - 1) Organization Name
 - 2) Customer Contact Name
 - 3) Street Address
 - 4) Phone Number
 - 5) E-mail Address

Tab 3 – Project Management

The purpose of this section is to identify the methods and tools that will be used to govern, manage, track and ensure the success of this project as well as the key project staff and provide the Department with information to evaluate the project management approach, and relevant training and experience of the staff. At minimum, a resume must be included for the Project Manager. Resumes for other key staff may be provided at the Respondent's discretion. Resumes must include a brief explanation of how the staff member(s) training and experience is relevant to this project.

Tab 4 – Technical Approach

The Department seeks a clear understanding of "how" the Respondent intends to meet the technical requirements specified in this ITN. Respondents will respond to each of the Department's technical requirements in the order presented in the Invitation to Negotiate, Section 5, Functional and Technical Requirements.

Tab 5 –Security

The security of all law enforcement data is of vital importance during the Florida Offender Alert System E-mail Notification Service project. Respondents shall describe their information security program. The information security program should address topics included in Rule 71A-1, Florida Administrative Code. Some of the key topics are:

- Access Control
- Awareness and Training
- Audit and Accountability
- Contingency Planning and Disaster Recovery
- Identification and Authentication
- Incident Response
- Maintenance
- Physical and Environmental Protection
- Systems, Applications, and Services Acquisition and Development - Methodology used to develop and maintain software used for the service, including secure coding guidelines and standards to protect the site from unauthorized access and use.
- System and Communications Protection
- System and Information Integrity

Tab 6 - Mandatory Forms/Certifications

This section must include the following forms:

- a. Software License Agreement
- b. Maintenance Agreement
- c. ITN Checklist
- d. Acknowledgement and Certification of Respondent's Proposal to FDLE's ITN #12-61 form.
- e. Addenda Acknowledgment form(s), if applicable.
- f. Drug Free Workplace Certificate
- g. References

Tab 7 - Contract

Respondent's will sign the Department's Contract Acceptance form (Attachment V) which includes the order of precedents of contract documents. No cost information is to be provided in this Tab. Respondents may include questions, comments, and/or recommendations regarding the contract documents included with this ITN.

6.4. PRICE PROPOSAL

Respondents will submit a separately bound and SEALED price proposal envelope containing the completed Price Proposal Table(s) (Section 8).

Prior to scheduled Evaluation Team/Cost Proposals Opening Meeting, the Respondents' cost proposals will remain unopened in the Department's Purchasing Office. During this period, any discussion by the Respondent with any employee or representative of the Department involving cost information will result in rejection of said Respondent's proposal.

Price Proposals will be submitted in the format specified in Section 8. By submitting a price proposal, each respondent warrants its agreement to the pricing schedules. Any qualifications, counter offers, deviations, or challenges may render the proposal non-responsive.

6.5. FORMAT AND NUMBER OF COPIES

Technical proposals must be submitted in six (6) printed copies, one of which must contain an original signature of a company official with the power to bind the company. Additionally, one electronic copy of the technical proposal will be supplied in Microsoft Office 2010, 2007 or 2003 and Microsoft Project 2010, or 2003 format on disks.

A single price proposal must be provided in a separately bound, marked, and SEALED price proposal envelope. Additionally, one electronic copy of a price proposal will be supplied in Microsoft Excel format on disk. The disk containing the price proposal will be included in the SEALED price proposal envelope.

Printed proposals will be limited to a page size of eight and one-half by eleven inches (8.5" x 11"). Fold out pages may be used, where appropriate, but should not exceed five (5) percent of the total number of pages of the entire proposal. All pages will be sequentially numbered. All pages will be organized in three-ring binders. It is recognized that existing financial reports, documents, or brochures, may not comply with the just prescribed format. They will be acceptable in current form and need not be reformatted.

IMPORTANT NOTE: Respondents should refer to Section 1. State of Florida Form PUR 1001, General Instructions to Respondents, sub-section 19. Public Records for instructions on marking, indicating and/or segregating any portion of their proposals that they consider to be exempt from public records disclosure.

Suggestion: Prepare one (1) printed copy and one (1) electronic copy of proposal with claimed exemptions removed and in their place Respondent should provide justification and cite statute for said exemption. Clearly mark as "Public Record Copy".

6.6. SUBMISSION OF PROPOSALS

Proposers shall submit hard copy written proposals that address each of the requirements specified in this ITN. Proposer shall provide sufficient information to enable FDLE to make a fully informed decision.

The ITN package must be clearly marked "ITN 12-61, Florida Offender Alert System" and addressed as follows:

FDLE / Office of General Services
ATTN: Karen Freytag– ITN 12-61
2331 Phillips Road
Tallahassee, FL 32308

RE: ITN 12-61, Florida Offender Alert System / Date and Time (as specified in Section 1.6, Calendar of Events)

IMPORTANT: If ITN Proposal is not addressed as required above, FDLE cannot assure its timely delivery. Proposals not received by the Proposal Submission deadline provided in the ITN TIMELINE will not be eligible for consideration under this ITN. Respondents should refer to the ITN TIMELINE for the proposal submission deadline.

ALL RESPONSES MUST CLEARLY IDENTIFY THE ITN NUMBER, TITLE AND OPENING DATE
PROPOSALS TRANSMITTED BY FACSIMILE OR EMAIL WILL NOT BE CONSIDERED.

6.7 PROPOSAL OPENING AND POSTING OF TABULATIONS

1. Proposals must be received **by 2:00 PM, EST on the date specified in the ITN Calendar of Events**, at which time the proposals will be opened and Respondents' names read publicly in the FDLE Headquarters Rotunda, 2331 Phillips Road, Tallahassee, Florida 32308. Proposal responsiveness will not be determined at the opening, but will be determined during the evaluation period. Price proposals will not be opened at this point in time, but will be held in the FDLE's Purchasing Office until the technical evaluation process is completed. Price proposals will be opened and read publicly at the ITN Public Evaluation Meeting.

Respondents are to refer to the ITN Calendar of Events for the date, time and location of the Public Evaluation Meeting.

2. After completion of the technical proposals' evaluation and the opening of the price proposals, the final scores/rankings with FDLE's intent to enter into negotiations with one (1) or more of the top scoring/ranked Respondents, will be posted on the VBS **on the date specified in the ITN Calendar of Events** and will remain posted for a period of seventy-two (72) hours on the VBS.
3. After the completion of any negotiations with the one (1) or more top scoring/ranking Respondents, the ITN tabulations with FDLE's intended recommended award will be posted **on the date specified in the ITN Calendar of Events**, and will remain posted for a period of seventy-two (72) hours on the VBS.

6.8. ACCOMMODATIONS

Any person with a qualified disability will not be denied equal access and effective communication regarding any proposal documents or the attendance at any related meeting or proposal opening. If accommodations are needed because of a disability, please contact the Purchasing Section at (850) 410-7300.

6.9. DISPOSITION OF PROPOSALS AND PUBLIC RECORDS

All proposals become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes. The State of Florida will have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this ITN. Selection or rejection of the proposal will not affect this right.

Respondents are referred to Section 1. State of Florida Form PUR 1001, General Instructions to Respondents, sub- section 19. Public Records for information and instructions for claiming exemption(s) from public disclosure those portions of their proposals they consider to be trade secret(s).

Respondents are further advised that the assertion of an exemption may be challenged in court, requiring the Department to prove its applicability and legitimacy to the court's satisfaction. To claim an exemption with any degree of credibility, Respondents must clearly identify those portions of their proposals that would be seen by a court as a trade secret under the definition given at Section 812.081(1)(c), Florida Statutes (2007), reprinted below. *A blanket claim that the entire proposal constitutes a trade secret is likely to be viewed with skepticism.* If a Respondent takes the position that any portion of its proposal is a trade secret, that Respondent's company must be prepared, if necessary, to state, under oath, in court, that said claim(s) qualify for an exemption from disclosure as a trade secret. (Licensed software and associated documentation are also exempt from public records disclosure.)

"Trade secret" means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it.

"Trade secret" includes any scientific, technical, or commercial information, including any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. Irrespective of novelty, invention, patentability, the state of the prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be:

1. Secret;
2. Of value;
3. For use or in use by the business; and
4. Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it when the owner thereof takes measures to prevent it from becoming available to persons other than those selected by the owner to have access thereto for limited purposes.

The increasing number of public records requests received by FDLE, coupled with the volume and length of responses submitted, requires FDLE to **insist** that vendors either comply up front with the directions for claiming material exempt from disclosure or suffer the consequences of such disclosure.

6.10. RULES FOR WITHDRAWAL

A submitted proposal may be withdrawn by submitting a written request for its withdrawal to the Department, signed by an authorized representative within 72 hours after the proposal due date specified in the ITN Calendar of Events. Any submitted proposal will remain a valid proposal for 180 days after the proposal submission date.

7.0. PROPOSAL EVALUATION AND CONTRACT NEGOTIATION

7.1. POINT DISTRIBUTION

The Department will conduct a comprehensive, fair, and impartial evaluation of all proposals received in response to this ITN in compliance with the due dates specified in Section 1.6, Calendar of Events

Evaluation factors are grouped into five (5) categories, each of which will be discussed further in this section. The following shows the maximum number of points that may be awarded by category:

Corporate Capabilities	10
Project Management	10
Technical Approach	40
Security	10
Price	30
Total 100	

7.2. OVERVIEW OF PROPOSAL EVALUATION PROCESS

An Evaluation Team will be established to assist the Department in identifying a Respondent that will be awarded the contract for the Florida Sex Offender System. The Evaluation Team members will independently review the Technical Proposals of all responsive Respondents. In the event that the Department finds it necessary to seek clarification of information submitted in Technical Proposals, the Department may do so by submitting written questions to all or selected Respondents. The Respondents' responses to these questions must be submitted to the Department in writing.

Respondents may be invited to make individual oral presentations. The Department will specify the format of the oral presentations. The Department may, at its option, use these individual oral presentations as a fact finding meeting and will have the option to ask questions and review any or all portions of the Respondents' Technical Proposals. Upon completion of any oral presentations, members of the Evaluation Team will assign individual ratings to the Technical Proposals based upon information developed during the evaluation process. The Evaluation Team will then meet to discuss their individual ratings, make any changes to their individual ratings as **may** result from discussions, and then calculate final technical scores for each of the Technical Proposals.

Evaluation Team meeting is considered to be a public meeting and will be held on the date, time and location specified in the ITN Calendar of Events.

Upon assignment of final scores for the Technical Proposals, the sealed Price Proposals will be opened and scored by the Purchasing Office. Scores from each Technical and Price Proposal will be used to derive a single grand score for each Proposal. Based on the results of this evaluation process, a recommendation will be prepared and presented to the Department's Executive Sponsors as to whether to make a final award or to enter into negotiations with one or more Respondents.

The Department's Executive Sponsors will review the recommendation and pertinent supporting materials and render a decision either supporting or rejecting the evaluation team's recommendation to make a final award or to enter into negotiations with one or more Respondents.

The Department's Executive Sponsors reserve the right to take any additional administrative steps deemed necessary in determining the final award.

7.3. EVALUATION OF TECHNICAL PROPOSALS

1. Executive Summary

The purpose of this section is to provide an overview of the proposal for Department management. No points will be awarded for the Executive Summary section.

2. Corporate Capabilities

Corporate Capabilities will be evaluated based on information supplied in Tab 2 - Corporate Capabilities. The criteria that will be used are:

- Financial resources and stability of the Respondent
- Relevant experience with similar projects, degree of success, the level of corporate commitment.
- References

The Evaluation Team will review responses to determine if the Respondent's "Corporate Capabilities" offer a reasonable basis to believe that they meet the Department's requirements. Department support staff may be used to collect and compile reference information and other supporting information.

3. Project Management

The Evaluation Team will review the project management approach and resumes outlined in Tab 4 – Project Management Approach to determine if the approach and proposed staff offers a reasonable basis to believe that the project will be successfully executed and managed.

4. Technical Approach

The Evaluation Team will evaluate the Respondent's Technical Approach based on information supplied in Tab 5 – Technical Approach. The Evaluation Team will review responses to determine the degree to which the Respondent's "Technical Approach" meets the Department's requirements.

5. Security

The Evaluation Team will evaluate the Respondent's Security Approach based on information supplied in Tab 6 – Security Approach. The Evaluation Team will review responses to determine the degree to which the Respondent's "Security Approach" meets the Department's requirements.

6. Mandatory Forms / Certifications

Each proposal will be reviewed for responsiveness to the mandatory forms and certifications set forth in the ITN. The purpose of this step is to determine if each technical proposal is sufficiently responsive to the ITN to permit its complete evaluation.

Proposals will be evaluated to determine if they comply with the instructions specified in this ITN. Failure to comply with the instructions may cause a proposal to be deemed non-responsive, however the Department reserves the right to waive minor irregularities.

Any technical proposal that is incomplete, non-responsive, contains cost or pricing data, or in which there are significant inconsistencies or inaccuracies may be rejected by the Department. The Department reserves the right to reject any or all proposals.

No points will be awarded for not passing the mandatory requirements.

7.4. EVALUATION OF PRICE PROPOSALS

1. The Department will take the following steps upon opening price proposals.
 - a. Confirm that the proposal includes a fixed price cost.
 - b. Confirm that the proposal includes price quotations using the Department's cost proposal form(s).
 - c. Confirm that prices are clear and unambiguous.
2. Costs will be evaluated by the present value methodology required by Section 287.0572, Florida Statutes to determine the lowest cost proposal.
3. The maximum available points (30) will be awarded to the Respondent with the lowest price proposal
4. The remaining price proposals will be awarded points based on the following formula.

$$\frac{L}{(-----)} \times M = P V$$

L = Lowest Price Proposal

M = Maximum Points Available

P = Points Awarded

V = Respondent's Price Proposal

7.5 ORAL PRESENTATIONS

The Department may schedule individual oral presentations for each Respondent. Unless adjusted by the Department, presentations will be scheduled during the time specified in the Calendar of Events of this Invitation to Negotiate. The purpose of these presentations is to corroborate information supplied in the Technical Proposals and allow the Department to seek clarification and / or ask questions about the Technical Proposals. While the Respondents may determine the number and make-up of the representatives to attend the oral presentation, it is the Department's preference that the proposed Project Manager delivers the oral presentation. The time allowed and format of the oral presentations will be provided to Respondents through an addendum to this Invitation to Negotiate.

7.6. BASIS OF AWARD

The ITN award will be made to the responsible and responsive Respondent that offers the best overall value to the state and FDLE based on objective factors that include, but are not limited to, price, quality, design and workmanship.

7.7. POST AWARD CONTRACT NEGOTIATIONS

After the 72 hour posting of FDLE's intended award has successfully concluded, FDLE and the selected Respondent will enter into contract negotiations. The period allotted for the contract negotiations is specified in the ITN Calendar of Events. Contract negotiations will take place at the Department's headquarters facility in Tallahassee, Florida.

If the Department, in its sole judgment, determines that the selected Vendor does not negotiate in good faith during this period, the Department may withdraw its intended award offer to the selected Respondent and proceed with final contract negotiations with the next highest ranked Respondent or may opt to not award to a Respondent at all and terminate the ITN process altogether.

8.0 PRICE PROPOSAL**PRICE PROPOSAL FORM**

Title: Florida Offender Alert System / Email Notification Service
ITN #12-61

Price Proposal Form

Proposers will include all costs associated with the provision of the services requested in this ITN. Proposer will provide costs for initial three (3) year term and provide costs for the optional three (3) year renewal term.

Item #Products / Service Description		Initial Term Year 1 - Year 3	Optional Renewal Year 4 - Year 6
1	Email Notification Service (per User Account) \$ / User Account x 250,000* (*250,000 used for cost analysis only. Not a work load projection)	\$	\$
2	System Integration Services	\$	\$
3	Training	\$	\$
4	Other (Specify)	\$	\$
TOTAL:	\$	\$	\$

BY AFFIXING MY SIGNATURE ON THIS COST PROPOSAL, I HEREBY STATE THAT I HAVE READ ALL PROPOSAL TERMS, CONDITIONS AND SPECIFICATIONS AND AGREE TO ALL TERMS AND CONDITIONS, PROVISIONS, AND SPECIFICATIONS; AND I CERTIFY THAT I WILL PROVIDE SERVICES AND/OR DELIVER COMMODITIES AS APPLICABLE TO THE LOCATIONS SPECIFIED IN THE ITN.

AUTHORIZED REPRESENTATIVE: _____(Signature)

NAME AND TITLE: _____

COMPANY: _____

ADDRESS: _____

CITY, STATE AND ZIP: _____

PHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

**ATTACHMENT I
BIDDER REFERENCES**

Bidder's Name: _____

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

1.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

2.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

3.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

ATTACHMENT II
DRUG FREE WORKPLACE CERTIFICATE

IDENTICAL TIE PROPOSALS - Preference will be given to businesses with drug free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and services are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program will be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied Respondents have a drug-free workplace program. In order to have a drug-free workplace program, a business must:

- 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, 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 proposal 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 proposal, 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 (5) five 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 above requirements.

RESPONDENT'S SIGNATURE

Name (typed or printed)

Title

Date

ATTACHMENT III ITN CHECKLIST

For your convenience, FDLE offers the following checklist of items that should be returned with the Proposal by **2:00 p.m., EST on the date specified in the ITN TIMELINE. Return this Attachment with the proposal.**

- _____ 1. Acknowledgement and Certification of Respondent's Proposal to FDLE's ITN # 12-61 (Attachment IV) -- must be signed by Representative authorized to contractually bind the Respondent. --- MANDATORY
- _____ 2. Addendum Acknowledgment form(s), if applicable -- must be signed as received. -- MANDATORY
- _____ 3. FDLE's Contract Acceptance (Attachment V)-- must be signed by Representative authorized to contractually bind the Respondent. --- MANDATORY
- _____ 4. Certification of a Drug Free Workplace/Tie Proposal (Attachment II)-- must be signed.
- _____ 5. Cost Proposal Sheet (Section 8.0)-- sealed in separate envelope --- must be signed by Representative authorized to contractually bind the Respondent. --- MANDATORY
- _____ 6. References (Attachment I)
- _____ 7. Applicable Publications
- _____ 8. Other applicable information
- _____ 9. Public Records version of Respondent's Proposal, if applicable.

FDLE would prefer to have the following items submitted at the time the Respondent submits their proposals, but if that is not possible, then they **must** be submitted to FDLE by the awarded Respondent prior to the issuance of the contract and/or purchase order resulting from this ITN award:

- _____ 10. Corporation Documentation, including documentation of registration to do business in the State of Florida (includes documentation for any/all subcontractors)
- _____ 11. MyFloridaMarketPlace Registration -- copy of confirmation page

FAILURE TO INCLUDE ANY INFORMATION REQUESTED WITHIN THIS ITN MAY LEAD TO REJECTION OF THE ITN PROPOSAL FOR NON-RESPONSIVENESS.

ATTACHMENT IV
Acknowledgement and Certification Form

FLORIDA DEPARTMENT OF LAW ENFORCEMENT
ITN # 12-61, Florida Offender Alert System, E-mail Notification

ACKNOWLEDGEMENT AND CERTIFICATION
OF PROPOSER'S PROPOSAL TO FDLE'S ITN # 12-61

BY AFFIXING MY SIGNATURE ON THIS PROPOSAL, I HEREBY STATE THAT I HAVE READ ALL PROPOSAL TERMS, CONDITIONS AND SPECIFICATIONS AND AGREE TO ALL TERMS, AND CONDITIONS, PROVISIONS, AND SPECIFICATIONS; AND I CERTIFY THAT I WILL PROVIDE SERVICES AND/OR DELIVER COMMODITIES AS APPLICABLE TO THE LOCATIONS SPECIFIED IN THE ITN.

I FURTHER STATE THAT I HAVE READ, UNDERSTAND AND, IF APPLICABLE, HAVE COMPLIED SPECIFICALLY WITH THE TERMS AND CONDITIONS SET FORTH IN STATE OF FLORIDA FORM PUR 1001, GENERAL INSTRUCTIONS TO RESPONDENTS, SUB-SECTION 19. PUBLIC RECORDS **AND I FURTHER UNDERSTAND AND AGREE THAT, IF I FAIL TO COMPLY WITH THESE TERMS AND CONDITIONS, FDLE, IF IT RECEIVES A PUBLIC RECORDS REQUEST FOR MY PROPOSAL, WILL RELEASE MY PROPOSAL IN FULL, WITHOUT EXEMPTION, AND WITH NO FURTHER CONTACT OR NOTIFICATION OF SAME.**

Vendor

Signature

Name (typed or printed)

Title

Date

ATTACHMENT V
Contract Acceptance Form

CONTRACT ITN # 12-61, Florida Offender Alert System

This Contract contains all the terms and conditions agreed upon by the parties. No oral agreements or representations shall be valid or binding upon FDLE or the Vendor unless expressly contained herein or by a written amendment to this Contract.

This section shall supersede, paragraph 4. Terms and Conditions of State of Florida Form PUR 1001 – General Instructions to Respondents. This Contract shall be comprised of the following documents, attachments, addendums and any subsequent amendments to this Contract. These documents, attachments, addendums and amendments shall govern the services provided by the Vendor and are hereby incorporated in, and are made a part of, this Contract. The order of precedence is as indicated below in descending order meaning that subsequent amendments take first precedence, with the most current documents or updates of the documents controlling in the event of a conflict between differing versions of a document which form part of or are incorporated in this contract:

- Subsequent Amendments to the Contract
- FDLE Contract and/or Purchase Order, inclusive of the following FDLE ITN #12-61 documents listed in descending precedence order
 - Addendums
 - FDLE's Technical and Functional Requirements
 - FDLE's Specific Instructions to Respondents
 - FDLE's Special Contract Conditions
 - FDLE's Attachments
 - FDLE's Introductory Materials
 - State of Florida Form PUR 1001 – General Instructions to Respondents
 - State of Florida Form PUR 1000 – General Contract Conditions
 - Vendor's Best and Final Offer(s)
 - Vendor's Proposal to FDLE's ITN #12-61

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

Vendor

FLORIDA DEPARTMENT OF LAW ENFORCEMENT

Signature

Signature

Name (typed or printed)

Name (typed or printed)

Title

Title

Date

Date

Attachment A - Deliverables Checklist

Part 1 – Description				
Project Title:			Contract #:	
Deliverable(s):				
Project Phase:		Document Version #:		Contractor Document #:
Document Date:		Number of Pages:		FDLE Document #:
Document Author(s):				
Submitted by:			Date Deliverable(s) Submitted to FDLE for Review:	

(Note: Date submitted required for each review cycle – enter additional rows as needed)

Part 2 – FDLE Receipt	
Project Manager:	Date Received by FDLE for Review:
State Reviewers:	Date Returned to Contractor:

(Note: Date submitted required for each review cycle – enter additional rows as needed)

Part 3 – Deliverables Inspection / Testing				
Column1 Reference #	Column 2 Description	Column 3 Inspection / Tests Performed	Column 4 Performed by	Column 5 Results

(Note: Contractors complete Columns 1 and 2)

Part 4 – Remediation / Corrective Action

Reference #	Classification*	State Comment	Contractor Resolution

**Classifications are identified in the table below*

Defect Severity Classification	
Severity Level	Criteria
5	Critical Value – Must have – Catastrophic failure – Highest Risk Level – Failure Assured
4	High Value – Impairment of critical function(s) and no work-around solution exists – High Risk for Failure
3	Moderate Value – Impair of system function(s) but a documented work-around exists – Medium Risk of Failure
2	Low Value – Little Impact – Low Risk of Failure
1	No Significant Impact – High user / client tolerance level – No Risk of Failure

Part 5 – Review Summary

(Summarize observations and recommendations)

Observations:

Recommendation(s) of the FDLE Project Manager:

ATTACHMENT B, Change Request Form

Florida Sex Offender / Predator E-Mail Notification Service Change Request Form

Change #	CR-
Short Description	

Requested by		Date	
FOAS Project Manager			
Change Type	☒ Scope	☐ Schedule	☐ Cost ☐ Other
Contract Amendment Required?	☒ Yes		☐ No

Change Description:		
Attachments	☐ Yes	☒ No

Reason for the Change:
Business Benefits (if applicable):
Implications of Not Making the Change:

Impact of Making Change		
Scope:		
Schedule:		
Cost:		
Other:		
☐ Approve	☐ Reject	☐ Cancel

Florida Sex Offender / Predator E-Mail Notification Service Change Request Form

Change #	CR-
Short Description	

Approvals

Contractor Project Manager: _____ Date: _____

FDLE Project Manager: _____ Date: _____

If Contract Amendment is Required:

Contractor Contracting Officer: _____ Date: _____

FDLE Authorized Representative: _____ Date: _____

Attachment C, Formal Acceptance Form

Formal Acceptance Form

Contract / Project Title:	
Contract #:	
Date:	
Deliverable Title:	
FDLE Document Number (if applicable):	
Deliverable Version (if applicable):	
Phase / Milestone:	
Specify the activities performed to ensure the work can be accepted (e.g. testing, data migration, training)	
CONTRACTOR SIGNATURE	
The Contractor affirms that the deliverable indicated above and delivered to FDLE is complete per the Contract requirements.	
Authorized Signature	
Name (Typed or Printed)	
Title	
Date	
FDLE	
Decision	☐ Accepted ☐ Accepted with Modifications *
* If Accepted with Modifications indicate date modifications due and any comments	
Date modifications due:	
Comments:	
Authorized Signature	
Name (Typed or Printed)	
Title	
Date	

Appendix A – Glossary

See PUR 1000, Paragraph 1, and PUR 1001, Paragraph 1 for further definitions.

BAFO: Best and Final Offer. This ITN includes a two-stage process of vendor selection.

CJIS: Criminal Justice Information Services

Contractor: The vendor who is awarded a contract by the Department as a result of this solicitation.

Day: A calendar day

Department: Florida Department of Law Enforcement

E-mail: Electronic Mail Address, defined as “A destination, commonly expressed as a string of characters, to which electronic mail may be sent or delivered”.

FDLE: Florida Department of Law Enforcement

FOAS: Florida Offender Alert System.

FTP: File Transfer Protocol

IP: Internet Protocol

ITN: Invitation to Negotiate

Number of Verbs or Nouns: Throughout this solicitation, the singular may be read as the plural and the plural as the singular.

Proposal: All information and materials submitted by a proposer in response to this solicitation.

Proposer: Any firm or person who submits a proposal to the Department in response to this solicitation.

SOPS: Sexual Offender and Predator System

State: State shall be synonymous with the Florida Department of Law Enforcement

Subcontractor: Any person other than an employee of the contractor who performs any of the services listed in this solicitation for compensation paid by the contractor.

TBD: To Be Determined. These are areas where there is a lack of information that must still be addressed.

VBS: Vendor Bid System

Vendor: Any firm or person who submits a proposal to the Department in response to this solicitation.

XML: Extensible Markup Language

Appendix B – E-mail Message Template

“Account Activation”



12/08/2011

You have subscribed with the Florida Offender Alert System to receive e-mail notifications regarding updated address information of registered Florida sexual offenders and predators. To activate your account:

[Activate my account](#)

If you have received this email in error, simply delete this e-mail from your inbox and your e-mail address will be automatically removed from this service. Do not respond to this email.

Thank you,

The Florida Offender Alert System

The Florida Offender Alert System is being provided in partnership between the Florida Sheriffs Association, Florida Police Chiefs Association and Florida Department of Law Enforcement.

Please do not respond to this e-mail. This is an unmonitored e-mail location.

Appendix B – E-mail Message Template**“Forgot Password”**

12/08/2011

You have subscribed with the Florida Offender Alert System to receive e-mail notifications regarding updated address information of registered Florida sexual offenders and predators. We have received your request for your password.

Your temporary password is **ejgdixya**

To continue the privacy of your account, you will be forced to change this password the next time you log-in at FloridaOffenderAlert.com.

Thank you,

The Florida Offender Alert System

The Florida Offender Alert System is being provided in partnership between the Florida Sheriffs Association, Florida Police Chiefs Association and Florida Department of Law Enforcement.

Please do not respond to this e-mail. This is an unmonitored e-mail location.

Appendix B – E-mail Message Template**“Account Update”**

08/21/2010

This e-mail notification is to verify that you have subscribed with the Florida Offender Alert System to receive e-mail notifications regarding updated address information of registered Florida sexual offenders and predators.

You have subscribed to receive e-mail notifications for the following address(es) of interest:

Radius: five miles

Subscribed Address: 2525 Schoolhouse Road,
Gainesville, FL 32608

[Neighborhood Search](#)

To view all offenders or predators currently registered within the radius specified in your above-listed address(es), conduct a Neighborhood Search by selecting the link provided next to the address.

You have subscribed to receive e-mail notifications of updated address information reported to the Florida Sexual Offender Registry regarding the following sexual offender(s) or predator(s):

Offender Name: JOHN SMITH

DOB:01/06/1970

[View Offender Flyer](#)

To change your subscription information, go to FloridaOffenderAlert.com and select "Tracking Addresses" or "Tracking Offenders."

[Opt-Out of Notifications](#)
[Assistance with Technical Issues](#)
[Safety Tips and Victim Information](#)
[Frequently Asked Questions](#)

Thank you,

The Florida Offender Alert System

The Florida Offender Alert System is being provided in partnership between the Florida Sheriffs Association, Florida Police Chiefs Association and Florida Department of Law Enforcement.

Please do not respond to this e-mail. This is an unmonitored e-mail location.

Appendix B – E-mail Message Template

“Moved into radius”



09/28/2010

You have subscribed with the Florida Offender Alert System to receive e-mail notifications when a registered Florida sexual offender or predator reports an address within the following subscribed address of interest:

Radius: five miles

Subscribed Address: 2525 Schoolhouse Road, Gainesville, FL 32608

This e-mail is to inform you that the following updated address information was reported to the Florida Sexual Offender Registry and falls within the specified radius:

Offender Name:
JOHN SMITH

DOB:
03/24/1970

Reported Offender Address: 7604
NW 37TH PL, GAINESVILLE, FL

[View
Offender
Flyer](#)

To change your subscription information, go to FloridaOffenderAlert.com and select "Tracking Addresses."

It is unlawful to misuse public records information regarding a sexual offender or predator as defined by Florida Statute [Section 775.21\(10\)\(c\)](#).

[Opt-Out of Notifications](#)
[Assistance with Technical Issues](#)
[Safety Tips and Victim Information](#)
[Frequently Asked Questions](#)

Thank you,

The Florida Offender Alert System

The Florida Offender Alert System is being provided in partnership between the Florida Sheriffs Association, Florida Police Chiefs Association and Florida Department of Law Enforcement.

Please do not respond to this e-mail. This is an unmonitored e-mail location.

Appendix B – E-mail Message Template

“Tracked offender move”



09/28/2010

You have subscribed with the Florida Offender Alert System to receive e-mail notifications when a particular registered sexual offender or predator reports updated address information.

This e-mail is to inform you that the following updated address information was reported to the Florida Sexual Offender Registry:

Offender Name:
JOHN SMITH

DOB:
01/06/1970

Reported Offender Address:
TRANSIENT, UNKNOWN, FL

[View
Offender
Flyer](#)

To change your subscription information, go to FloridaOffenderAlert.com and select "Tracking Offenders."

It is unlawful to misuse public records information regarding a sexual offender or predator as defined by Florida Statute [Section 775.21\(10\)\(c\)](#).

[Opt-Out of Notifications](#)
[Assistance with Technical Issues](#)
[Safety Tips and Victim Information](#)
[Frequently Asked Questions](#)

Thank you,

The Florida Offender Alert System

The Florida Offender Alert System is being provided in partnership between the Florida Sheriffs Association, Florida Police Chiefs Association and Florida Department of Law Enforcement.

Please do not respond to this e-mail. This is an unmonitored e-mail location.

Appendix B – E-mail Message Template

“Moved out of state”



09/30/2010

You have subscribed with the Florida Offender Alert System to receive e-mail notifications when a particular registered sexual offender or predator reports updated address information.

This e-mail is to inform you that JOHN SMITH no longer has an active registered Florida address.

If the offender registers a Florida address, we will notify you of the new address. This offender will remain active on your tracking list unless removed by you.

To change your subscription information, go to FloridaOffenderAlert.com and select "Tracking Offenders."

[Opt-Out of Notifications](#)
[Assistance with Technical Issues](#)
[Safety Tips and Victim Information](#)
[Frequently Asked Questions](#)

Thank you,

The Florida Offender Alert System

The Florida Offender Alert System is being provided in partnership between the Florida Sheriffs Association, Florida Police Chiefs Association and Florida Department of Law Enforcement.

Please do not respond to this e-mail. This is an unmonitored e-mail location.

Appendix B – E-mail Message Template**“No longer required to register”**

03/24/2008

You have subscribed with the Florida Offender Alert System to receive e-mail notifications when a particular registered sexual offender or predator reports updated address information.

This e-mail is to inform you that JOHN SMITH, DOB: 01/06/1970, has been removed from the Florida Sex Offender Registry. An offender is removed from the Registry when no longer required to register under conditions specified by Florida Statute. No further e-mail notifications will be generated concerning this individual unless the individual qualifies for listing with the Registry in the future.

To change your subscription information, go to FloridaOffenderAlert.com and select "Tracking Offenders."

[Opt-Out of Notifications](#)
[Assistance with Technical Issues](#)
[Safety Tips and Victim Information](#)
[Frequently Asked Questions](#)

Thank you,

The Florida Offender Alert System

The Florida Offender Alert System is being provided in partnership between the Florida Sheriffs Association, Florida Police Chiefs Association and Florida Department of Law Enforcement.

Please do not respond to this e-mail. This is an unmonitored e-mail location.

Appendix C – Data File Format

The daily updates to offender and predator addresses will be provided to the vendor in an XML file via FTP. A sample record is shown below.

```
<?xml version = '1.0' encoding = 'UTF-8'?>
<WATCHSYS_DATA>
<PERSONS>
  <PERSON id="4435" nbr="4512">
    <FIRST_NAME>TEST</FIRST_NAME>
    <MIDDLE_NAME>TEST</MIDDLE_NAME>
    <LAST_NAME>TEST</LAST_NAME>
    <SUFFIX_NAME>JR</SUFFIX_NAME>
    <DOB>03/07/1955</DOB>
    <STATUS>Released</STATUS>
    <IMAGE_URL>http://jbossdev2.myfdle.net/offender/CallImage?imgID=386597</IMAGE_URL>
    <FLYER_URL>http://jbossdev2.myfdle.net/offender/flyer.do?personId=4435</FLYER_URL>
    <ADDRESSES>
      <ADDRESS num="1" id="578572">
        <ADDRESS_TYPE>PERM</ADDRESS_TYPE>
        <ADDRESS_LINE_1>987 PERM DR</ADDRESS_LINE_1>
        <CITY>BAKER</CITY>
        <STATE>FL</STATE>
        <ZIP5>00000</ZIP5>
        <COUNTY>BAKER</COUNTY>
        <ADDRESS_START_DATE>2011-08-10 00:00:00</ADDRESS_START_DATE>
      </ADDRESS>
      <ADDRESS num="2" id="570606">
        <ADDRESS_TYPE>TEMP</ADDRESS_TYPE>
        <ADDRESS_LINE_1>2331 PHILIPS ROAD</ADDRESS_LINE_1>
        <CITY>TALLAHASSEE</CITY>
        <STATE>FL</STATE>
        <ZIP5>32308</ZIP5>
        <COUNTY>LEON</COUNTY>
        <LATITUDE>30.457939</LATITUDE>
        <LONGITUDE>-84.244082</LONGITUDE>
      </ADDRESS>
      <ADDRESS num="3" id="573685">
        <ADDRESS_TYPE>TEMP</ADDRESS_TYPE>
        <ADDRESS_LINE_1>123 NEW TEMP</ADDRESS_LINE_1>
        <CITY>MIAMI</CITY>
        <STATE>FL</STATE>
        <ZIP5>00000</ZIP5>
        <COUNTY>MIAMI-DADE</COUNTY>
        <LATITUDE>27.9438804</LATITUDE>
        <LONGITUDE>-82.4716517</LONGITUDE>
      </ADDRESS>
      <ADDRESS num="4" id="574897">
        <ADDRESS_TYPE>TEMP</ADDRESS_TYPE>
        <ADDRESS_LINE_1>2000 PHILIPS ROAD</ADDRESS_LINE_1>
        <CITY>TALLAHASSEE</CITY>
        <STATE>FL</STATE>
```

```
<ZIP5>32308</ZIP5>
<COUNTY>LEON</COUNTY>
<LATITUDE>30.4604777</LATITUDE>
<LONGITUDE>-84.2427597</LONGITUDE>
</ADDRESS>
<ADDRESS num="5" id="574906">
  <ADDRESS_TYPE>TEMP</ADDRESS_TYPE>
  <ADDRESS_LINE_1>999 FGFGGF</ADDRESS_LINE_1>
  <CITY>ALACHUA</CITY>
  <STATE>FL</STATE>
  <ZIP5>00000</ZIP5>
  <COUNTY>ALACHUA</COUNTY>
  <ADDRESS_START_DATE>2011-04-15 00:00:00</ADDRESS_START_DATE>
</ADDRESS>
<ADDRESS num="6" id="573667">
  <ADDRESS_TYPE>TRAN</ADDRESS_TYPE>
  <ADDRESS_LINE_1>TRANSIENT</ADDRESS_LINE_1>
  <CITY>GAINESVILLE</CITY>
  <STATE>FL</STATE>
  <ZIP5>00000</ZIP5>
  <COUNTY>ALACHUA</COUNTY>
</ADDRESS>
<ADDRESS num="7" id="577979">
  <ADDRESS_TYPE>TRAN</ADDRESS_TYPE>
  <ADDRESS_LINE_1>TRANSIENT</ADDRESS_LINE_1>
  <ADDRESS_LINE_2>5TH & VINE ST</ADDRESS_LINE_2>
  <CITY>ORLANDO</CITY>
  <STATE>FL</STATE>
  <ZIP5>33333</ZIP5>
  <COUNTY>ORANGE</COUNTY>
  <ADDRESS_START_DATE>2011-06-06 00:00:00</ADDRESS_START_DATE>
</ADDRESS>
<ADDRESS num="8" id="578533">
  <ADDRESS_TYPE>TRAN</ADDRESS_TYPE>
  <ADDRESS_LINE_1>TRANSIENT</ADDRESS_LINE_1>
  <ADDRESS_LINE_2>TARGET'S PARKING LOT</ADDRESS_LINE_2>
  <CITY>TALLAHASSEE</CITY>
  <STATE>FL</STATE>
  <ZIP5>32300</ZIP5>
  <COUNTY>LEON</COUNTY>
  <ADDRESS_START_DATE>2011-07-01 00:00:00</ADDRESS_START_DATE>
</ADDRESS>
</ADDRESSES>
</PERSON>
</PERSONS>
<TOTALS>
  <OFFENDERS>1</OFFENDERS>
  <ADDRESSES>8</ADDRESSES>
</TOTALS>
</WATCHSYS_DATA>
```

Appendix C – Data File Format

The daily updates to offender and predator addresses will be provided to the vendor in an XML file via FTP. A sample record is shown below.

GeoCodeService sample response

```
<kml>
  <Response>
    <name>2331 Phillips Rd FL 32308</name>
    <Status>
      <code>200</code>
      <request>geocode</request>
    </Status>
    <Placemark id="p1">
      <address>2331 Phillips Rd, Tallahassee, FL 32308, USA</address>
      <AddressDetails Accuracy="8">
        <Country>
          <CountryNameCode>US</CountryNameCode>
          <CountryName>USA</CountryName>
          <AdministrativeArea>
            <AdministrativeAreaName>FL</AdministrativeAreaName>
            <SubAdministrativeArea>
              <SubAdministrativeAreaName>LEON</SubAdministrativeAreaName>
              <Locality>
                <LocalityName>Tallahassee</LocalityName>
                <Thoroughfare>
                  <ThoroughfareName>2331 Phillips Rd</ThoroughfareName>
                </Thoroughfare>
                <PostalCode>
                  <PostalCodeNumber>32308</PostalCodeNumber>
                </PostalCode>
              </Locality>
            </SubAdministrativeArea>
          </AdministrativeArea>
        </Country>
      </AddressDetails>
      <ExtendedData>
        <LatLonBox north="30.4592880" south="30.4565900" east="-84.2427330" west="-84.2454310" />
      </ExtendedData>
      <Point>
        <coordinates>-84.2440820,30.4579390,0</coordinates>
      </Point>
    </Placemark>
  </Response>
</kml>
```

Appendix D – Statistical Information Sample**Email Counts:**

Date	Add/ Modify	Moved into Radius	Tracking Change	Tracking Not Valid	Tracking Stopped
10/14/2011	73	7264	198	12	1
10/13/2011	82	8480	225	10	0
10/12/2011	65	8724	304	16	7
10/11/2011	46	8888	307	13	2
10/10/2011	45	0	0	0	0
10/09/2011	49	0	0	0	0
10/08/2011	77	7207	261	8	0
10/07/2011	71	8601	259	7	0
10/06/2011	73	8177	281	6	5
10/05/2011	54	10456	297	26	0
10/04/2011	42	10297	320	28	2
10/03/2011	37	0	0	0	0
10/02/2011	47	0	0	0	0
10/01/2011	44	5940	209	7	0

Emails sent this month: 87,650

Sent this year: 1,564,030

Life to date: 4,818,096

Subscription Counts:

Total Subscribers: 148,668

Total Confirmed: 116,634

Total Confirmed in the past 7 days: 435

Appendix D – Statistical Information Sample

Tracking Counts:

Total addresses tracked: 167,279

Total offenders tracked: 58,654

County	Address Count	County	Address Count
Alachua	2269	Lee	9738
Baker	241	Leon	5371
Bay	1828	Levy	500
Bradford	285	Liberty	48
Brevard	3913	Madison	122
Broward	8384	Manatee	3723
Broward County	1	Marion	2565
Calhoun	96	Martin	1439
Charlotte	1790	Miami-Dade	8472
Citrus	2183	Monroe	1098
Clay	3030	Nassau	892
Collier	2177	Okaloosa	3052
Columbia	749	Okeechobee	343
Dade	1	Orange	7955
De Soto	139	Osceola	2626
De Soto	99	Palm Beach	9065
Dixie	80	Pasco	6151
Duval	8352	Pinellas	8213
Escambia	3401	Polk	5220
Flagler	1208	Putnam	1161
Franklin	132	Saint Johns	1191
Gadsden	722	Saint Lucie	1572
Gilchrist	261	Santa Rosa	2348
Glades	50	Sarasota	4522
Gulf	204	Seminole	4082
Hamilton	135	St Johns	1780
Hardee	216	St Lucie	1808
Hendry	285	St. Johns	18
Hernando	1547	St. Lucie	13
Highlands	1117	Sumter	611
Hillsborough	14484	Suwannee	423
Holmes	259	Taylor	218
Indian River	1358	Union	169
Jackson	423	Volusia	5150
Jefferson	202	Wakulla	719
Lafayette	32	Walton	709
Lake	1873	Washington	391

Appendix E – References

- FDLE Website:

<https://www.fdle.state.fl.us/Content/home.aspx>

- Florida Sexual Offenders and Predators Website (Public Flyers):

offender.fdle.state.fl.us/offender/homepage.do

- Florida Sexual Offenders and Predators Offender Search:

offender.fdle.state.fl.us/offender/offenderSearchNav.do?link=advanced

- Florida Sexual Offenders and Predators Neighborhood Search:

offender.fdle.state.fl.us/offender/searchNeighborhood.do?actionPerformed=neighborhoodSearchMain

- Florida Offender Alert Website:

<https://www.floridaoffenderalert.com/>