STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTACHMENT "A"
STANDARD WRITTEN AGREEMENT

Agreement No.: BEI58

Financial Project I.D.:

F.E.I.D. No.: F232470030003

Appropriation Bill Number(s)/Line Item Number(s) for 1st year of contract, pursuant to s. 216.313, F.S. _____
(required for contracts in excess of $5 million)

Procurement No.: DOT-RFP-25-8001-SM

D.M.S. Catalog Class No.: 84121500

BY THIS AGREEMENT, made and entered into this 1st day of May, 2025 (the "Effective Date") by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter called the "Department"), and PENN CREDIT CORPORATION of 2800 Commerce Drive, Harrisburg, PA 17110, duly authorized to conduct business in the State of Florida (hereinafter called "Vendor") (the Department and the Vendor may be individually referred to as "Party" and collectively referred to as the "Parties"), hereby agree as follows:

1. SERVICES AND PERFORMANCE

A. In connection with providing all labor, materials, equipment and incidentals necessary to perform Debt Collection Services for Florida's Turnpike Enterprise, as described in Exhibit "A," Scope of Services, attached hereto and made a part hereof.

B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the Parties shall negotiate any necessary cost changes and shall enter into an amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).

C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.

D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.

E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either Party to this Agreement may request and be granted a conference.

F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the Parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the Parties, and amendment(s) shall be entered into by the Parties in accordance herewith.

Reference herein to the Director shall mean the:

Executive Director and Chief Executive Officer, Florida's Turnpike Enterprise

2. TERM

A. Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or as selected below, whichever occurs first. Subsequent to the execution of this Agreement by both Parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):

o Services shall commence upon execution and shall be completed by five (5) years or date of termination, whichever occurs first.

● Services shall commence June 1, 2025 and shall be completed by five (5) years, or date of termination, whichever occurs first.

o Other: See Exhibit "A"

B. RENEWALS (Select appropriate box):

o This Agreement may not be renewed.

● This Agreement may be renewed for up to five (5) additional years in such increments as determined by the Department. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the Parties.

C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. The extension of this Agreement must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the Parties; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There may be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Vendor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department shall review the request and make a determination as to granting all or part of the requested extension.

3. COMPENSATION AND PAYMENT

A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department's invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time frame to be specified by the Department. The Vendor shall, within five (5) days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plans is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to ten percent (10%) of the total invoice amount. The retainage shall be applied to the invoice for the ten current billing period. The retainage shall be withheld until the Vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor will bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained will be forfeited at the end of the agreement period.

B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Department's Contract Manager prior to payments.

C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and post audit thereof.

D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Contract Manager, shall be submitted on the Department's Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be paid unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to Section 287.057(24), Florida Statutes (F.S.). All payments issued by agencies to registered vendors for purchases of commodities or contractual services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or eligible users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Department will have grounds for declaring the Vendor in default if the Vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the Vendor to being suspended from business with the State of Florida. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

H. 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.

I. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.

J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

A. INDEMNITY: To the extent permitted by Florida Law, the Vendor shall indemnify, defend, and hold harmless the Department, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Vendor or any person employed or utilized by the Vendor in the performance of this Agreement.

It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

PAYMENT FOR CLAIMS: The Vendor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Vendor or any subcontractor, in connection with the Agreement. The Department's final acceptance and payment does not release the Vendor's bond until all such claims are paid or released.

5. INSURANCE AND BOND COVERAGE

A. INSURANCE: The Vendor shall not commence any work until it has obtained the following types of insurance, and certificates evidencing (to the Department's satisfaction) the required coverages to be in effect have been received by the Department. Nor shall the Vendor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Vendor shall submit the required certificates of insurance to the Department's Procurement Officer within ten (10) calendar days of written request by the Procurement Officer.

The Vendor shall carry and keep in force during the term of this Agreement, the following insurance policies with a company or companies authorized to do business in Florida:

- o No general liability insurance is required.

- The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least $200,000.00 per person and $300,000.00 each occurrence, and property damage insurance of at least $200,000.00 each occurrence, for the services to be rendered in accordance with this Agreement.

- The Vendor shall carry and keep in force during the term of this Agreement, Fidelity Employee Insurance and Computer Crime Insurance policies providing coverage for direct loss to the Department and any legal liability of the Department arising out of or related to fraudulent or dishonest acts committed by the employees of the Contract or its agents, acting alone or in collusion with others, in a minimum amount of $1,000,000 per loss. The Department must be added by endorsement or included under a blanket endorsement to this coverage as a joint loss payee.

  With respect to any insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect and showing the Department to be an additional insured prior to commencing any work under this Agreement. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty (30) days' advance notice shall be given to the Department or as provided in accordance with Florida law. The Department shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Vendor or subcontractor providing such insurance. Policies that include Self Insured Retention (SIR) will not be accepted.

B. WORKERS' COMPENSATION: The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

C. PAYMENT AND PERFORMANCE BOND:

- No Bond is required.

- Vendor must supply to the Department a Payment and Performance Bond ("Performance Bond") covering the duration of the Contract in the amount of $_____. In the event the Contract is renewed or extended, the Vendor must supply to the Department a Performance Bond in the amount described above to cover any such renewal or extension. The Performance Bond must be provided by a surety company authorized to do business in the State of Florida, payable to the Department and conditioned upon the Vendor's prompt, faithful, and efficient performance of this Agreement according to its terms and conditions, and for the Vendor's prompt payment of all persons furnishing labor, materials, equipment, and supplies therefore.

6. COMPLIANCE WITH LAWS

A. The Vendor shall comply with Chapter 119, Florida Statutes. Specifically, the Vendor shall:

(1) Keep and maintain public records required by the Department to perform the service.

(2) Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the Department.

(4) Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. Failure by the Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:
Turnpike Enterprise Chief Counsel, Florida Turnpike - Office of General Counsel, Turnpike Mile Post 263, Bldg. 5315, Ocoee, FL 34761, (407) 264-3170, TPprcustodian@dot.state.fl.us

B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.

C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.

D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:

(1) If the Department has knowledge or reason to believe that any person has violated the provisions of the state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.

(2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.

(3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.

E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes are by reference made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.

F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit a bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.

H. Pursuant to section 287.137(2)(a), Florida Statutes, a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

I. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions Appendices A and E, available at https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/procurement/pdf/appendices-a-and-e_for-contracts-2015-04.pdf?sfvrsn=fd7881aa_2 incorporated herein by reference and made a part of this Agreement.

J. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

K. Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.

L. The Vendor agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

7. TERMINATION AND DEFAULT

A. This Agreement may be terminated by the Department in whole or in part at any time if the interest of the Department requires such termination. The Department reserves the right to terminate this Agreement in the event an assignment is made for the benefit of creditors.

B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.

C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.

E. Section 287.135, Florida Statutes, prohibits a company from entering into a contract for goods or services of any amount if, at the time of entering into such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from entering into a contract for goods or services of $1,000,000 or more if, at the time of entering into such contract, the company is on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or is engaged in business operations in Cuba or Syria. If the Department determines the Vendor submitted a false certification under Section 287.135, Florida Statutes, the Department shall either terminate the Contract after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135, Florida Statutes, or maintain the Contract if the conditions of Section 287.135, Florida Statutes, are met. Additionally, the Department may terminate the Contract if the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List; been engaged in business operations in Cuba or Syria; been placed on a list created pursuant to Section 215.743, Florida Statutes, relating to scrutinized active business operations in Iran; or been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

F. Pursuant to Section 287.1346, Florida Statutes, this Agreement may be terminated by the Department if the Vendor is placed on the forced labor vendor list described in Section 287.1346, Florida Statutes.

G. Pursuant to Section 908.111, Florida Statutes, the Department may not execute, amend, or renew a contract with a common carrier or contracted carrier, if the carrier is willfully providing any service in furtherance of transporting a person into the State of Florida, with knowledge that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from this state or the United States. Pursuant to Section 908.111, Florida Statutes, the Vendor represents that the Vendor is a carrier with which the Department may enter this Agreement or is not a carrier defined in and subject to Section 908.111, Florida Statutes. The Department may terminate this Agreement upon receipt of knowledge or information that the Vendor is a carrier with which the Department is prohibited from contracting with under Section 908.111, Florida Statutes. Such termination shall be effective on the date of written notice to the Vendor.

H. Early termination fees or early termination or cancellation fees are expressly prohibited under this Agreement and will not be paid by the Department to the Vendor or any of its subcontractors. The Department will not pay early termination or cancellation fees in the event of termination for cause or convenience.

8. ASSIGNMENT AND SUBCONTRACTS

A. Select the Appropriate box:

- o The following provision is not applicable to this Agreement:
- ● The following provision is hereby incorporated in and made a part of this Agreement:

The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified this Agreement without the written consent of the Department. The following subcontractors are authorized under this Agreement:

After Agreement execution and before the Vendor enters into any agreement with a subcontractor not already authorized to provide, or assist in the provision of , services under the Agreement, the Vendor shall give the Department at least twenty (20) business days' written notice of its intent to subcontract services required under the Agreement, and include the basis for the need to subcontract and any other information the Department may reasonably require to evaluate the proposed subcontractor. Any objection or request for additional information by the Department Contract Manager will be in writing. The Parties agree that a subcontractor's change in control (including, without limitation, a change in control in connection with a transaction with a parent, subsidiary, affiliate, division, or entity controlling, controlled by, or under common control with the subcontractor, or in connection with a transaction with a successor entity as a result of a merger, consolidation, reorganization, or government action), shall require the subcontractor to undergo the approval process again as if it were a new subcontractor.

The Department reserves the right to require removal of subcontractors or subcontractor staff from this Agreement. If the Department exercises its right to require removal of a subcontractor staff member from this Agreement, such shall not be construed as a request by the Department to terminate the staff member from the subcontractor's employ. Under no circumstances shall the subcontractor inform the staff member that he or she is being terminated by the Department or any representative of the Department. The subcontractor shall take full responsibility for the termination of a subcontractor staff member. The Vendor agrees to incorporate this paragraph into all agreements between the Vendor and any subcontractor providing services under this Agreement.

Removal of a subcontractor shall require an amendment to this Agreement. The Vendor may remove any subcontractor at any time but shall obtain the Department's approval as outlined herein. The Vendor shall notify the Department Contract Manager in writing in the event it plans to remove a subcontractor or when it plans to terminate or materially change the terms of any subcontractor agreement at least forty (40) business days before such action is taken to ensure adequate time to effectively communicate changes and to provide knowledge transfer to the Vendor, or replacement staff as agreed to by the Department; unless good reason (impacts to public health, safety and welfare) exists for more immediate action by the Vendor against the subcontractor, in which event the Vendor shall notify the Department of such action no later than the day the action is taken. Such notice shall set forth the relevant details of the reasons for termination. If the Vendor seeks to replace any such removed subcontractor, such replacement subcontractor must be approved as provided herein by the Department and authorized through an amendment to this Agreement.

B. Select the Appropriate box:

- The following provision is not applicable to this Agreement:

o The following provision is hereby incorporated in and made a part of this Agreement:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

RESPECT
2475 Apalachee Pkwy
Tallahassee, Florida 32301-4946
Phone: (850) 487-1471

o The following provision is hereby incorporated in and made a part of this Agreement:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Agreement shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises
12425 – 28th Street, North
St. Petersburg, FL 33716-1826
(800) 643-8459

o This Agreement involves the expenditure of federal funds and Section 946.515, Florida Statutes, as noted above, does not apply. However, Appendix I is applicable to all Parties and is hereof made a part of this Agreement.

9. MISCELLANEOUS

A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.

B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

C. This Agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.

D. It is understood and agreed by the Parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

F. In any legal action related to this Agreement, instituted by either Party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal actions may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.

G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the Attachment "D," Appendix II Information Technology Resources are made a part of this Agreement.

H. Pursuant to Rule 60A-1.002, F.A.C., Forms PUR 1000 and PUR 1001 are incorporated herein by reference and made a part of this Agreement except where superseded or specifically excluded, by this Agreement and any attachments, exhibits, or Amendments.

I. The Department may grant the Vendor's employees or subcontractors access to the Department's secure networks as part of the project. In the event such employees' or subcontractors' participation in the project is terminated or will be terminated, the Vendor shall notify the Department's Contract Manager no later than the employees' or subcontractors' separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees' or subcontractors' participation in the project, whichever occurs later.

J. Vendors/Contractor:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the Contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

3. shall adhere to requirements in section 448.095, Florida Statutes.

K. The Vendor shall not use Department information for any purpose other than to facilitate the transactions contemplated by this Agreement. The Vendor shall not disclose Department information to any Vendor employee or subcontractor unless such person needs access in order to perform the services required under this Agreement; and shall not disclose Department information to any other third party without the Department's prior written consent. Without limiting the generality of the foregoing, the Vendor shall protect Department confidential information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. The Vendor shall promptly notify the Department of any misuse or misappropriation of Department information that comes to the Vendor's attention. Notwithstanding the foregoing, the Vendor may disclose Department information as required by applicable law. The Vendor shall give the Department prompt notice of any such legal or governmental demand and reasonably cooperate with the Department in any effort to seek a protective order or otherwise to contest such required disclosure.

L. Time is of the essence as to each and every obligation under this Agreement.

M. The following documents are incorporated and made a part of this Agreement: Exhibit "A," Scope of Services; Exhibit "B," Method of Compensation; Attachment "B," PUR 1000; Attachment "C," PUR 1001; Attachment "D," Appendix II (Information and Technology Resources); Attachment "E," Collections Performance Report; Attachment "F," FTE Interface Control Document

(ICD); and Attachment "G," Sample Security Plan. In the event of a conflict among the documents that make up this Agreement, the order of precedence is as follows (highest to lowest):

1. Exhibit "A," Scope of Services
2. Exhibit "B," Method of Compensation
3. Standard Written Agreement
4. Attachment "D," Appendix II Information Technology Resources
5. Attachment "F," FTE Interface Control Document (ICD)
6. Attachment "B," PUR 1000
7. Attachment "C," PUR 1001
8. Vendor's Technical Proposal
9. Attachment "E," Collections Performance Report
10. Attachment "G," Sample Security Plan (incorporated by reference)

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized officer on the day, month and year set forth above.

PENN CREDIT CORPORATION

Name of Vendor

BY: DocuSigned by: Thomas Foley, Jr. BC04E65BCC1A4F8...
Signature

Thomas Foley, Jr.
(Print/Type)

Title: Chief Executive Officer

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

DS SM

BY: Signed by: Nicola Liquori C63BC968BBD7410...
Authorized Signature

Nicola Liquori
(Print/Type)

Title: Executive Director and Chief Executive Officer

FOR DEPARTMENT USE ONLY

APPROVED
DocuSigned by: Sheree Merting A4D38743BB334BB...

LEGAL REVIEW
DocuSigned by: Mark Dlugokienski 3B4D2E056679438...

State of Florida Department of Transportation, Florida's Turnpike Enterprise

Exhibit "A"
Scope of Services

DOT-RFP-25-8001-SM

Table of Contents

1 PURPOSE

The Vendor is responsible for providing, in accordance with the terms of the Contract, all debt collection services to support the Department's toll operations, as further described in this Exhibit "A," Scope of Services ("Scope of Services").

The Vendor understands and agrees that the Contract is not an exclusive license to provide the services described herein, and that the Department may, without recourse by the Vendor, enter into separate agreements— whether in connection with DOT-RFP-25-8001-SM or a subsequent procurement–with other vendors to provide the services described in this Exhibit "A," Scope of Services. No assurance or guarantee is made to the Vendor regarding the number of accounts that may be placed with the Vendor under the Contract, the dollar amounts of those accounts, or the percentage of accounts placed with the Vendor.

2 DEFINITIONS AND ACRONYMS

2.1 Definitions

When used in this Contract, the following terms shall have the meanings ascribed below:

Account	Refers to a SunPass® account or a TOLL-BY-PLATE® account established with the Department.
Account Placement File	Refers to the Account Placement File transmitted by the Department to the Vendor, as described in the ICD.
Business Day	A weekday (Monday through Friday, inclusive), excluding holidays observed by the Department.
Calendar Day	All days, including weekdays (Monday through Friday, inclusive), weekend days (Saturdays and Sundays), and holidays observed by the Department.
Collection Fee	Refers to the Collection Fee described in Exhibit "B," Method of Compensation.
Commercial Back Office (CBO)	Account management and financial accounting system(s) utilized by the Department to post transactions, process payments, invoice customers, and maintain customer Accounts.

Contract	Refers to the agreement entered into between the Department and the Vendor (sometimes collectively referred to as the "Parties"), as a result of the Department's Request for Proposals (DOT-RFP-25-8001-SM). The Standard Written Agreement, and any attachments, exhibits, and amendments thereto, together form the Contract between the Parties with respect to the subject matter thereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. "Contract" may also be referred to as "Agreement."
Customer Service Center (CSC)	A location for providing customer service for SunPass® and TOLL-BY-PLATE® accounts.
Customer Service Center Service Provider	The entity or entities with which the Department has entered into separate written agreement(s) for the provision of staffing, technology, and/or other resources to provide the Department's customers with services. Also referred to as "CSC Service Provider."
Customer Service Representative (CSR)	The Department's or third-party service provider's staff that provides support to customers and assists customers with questions or issues.
Debtor	A person or entity with an Account which has been referred to the Vendor for collections under this Contract.
Debtor Account	An Account that has been referred to the Vendor to perform collection services under this Contract.
Department	Refers to the Florida Department of Transportation, Florida's Turnpike Enterprise.
Department's Contract Manager	The individual employee(s) of the Department responsible for the management of the Contract, scheduling and monitoring of work being performed, inspection and acceptance of services provided and approval for payment of services requested herein.
Fair Debt Collection Practices Act (FDCPA)	The federal legislation regulating fair debt collection practices, as set forth in 15 U.S.C. ss. 1601 et seq., as amended.
Go-Live	The date (as determined by the Department) upon which the Department begins to refer Debtor Accounts to the Vendor to perform collection services under this Contract.

Interactive Voice Response (IVR) System	An automated telephony system that interacts with callers, gathers information, allows payments to be made and routes calls to the appropriate recipients.
Interface Control Document (ICD)	Refers to Attachment "F," Interface Control Document, Version 1.7, as may be amended by the Department from time to time at its discretion.
Interoperable Agencies	The agencies or entities that manage toll roads, toll bridges, parking, or other similar facilities that are interoperable with the Department's SunPass® prepaid toll collection program. Interoperable Agencies may be individually referred to as "Interoperable Agency."
PCI Data Security Standard (PCI DSS)	Information security standard developed by the Payment Card Industry Security Standards Council for entities that store, process, or transmit cardholder information. For purposes of this Contract, PCI DSS shall mean and refer to PCI DSS Version 3.2.1, as may be amended from time to time.
SunPass®	The Department's branding for its electronic prepaid toll collection program through which payment of toll transactions and other amounts due by a customer are deducted from the customer's account using a transponder.
TOLL-BY-PLATE® (TBP)	The Department's branding for its image-based video billing system that uses photographic images of a vehicle's license plate to identify the customer responsible for toll payment.
Virtual Private Network (VPN)	A service that creates a safe, encrypted online connection from the Department's network over to another network.

Table 1 – Definitions

2.2 Acronyms

CBO	Commercial Back Office
CSC	Customer Service Center
CSR	Customer Service Representative
FDCPA	Fair Debt Collection Practices Act
ICD	Interface Control Document
IVR	Interactive Voice Response
NACHA	National Automated Clearing House Association

PCI	Payment Card Industry
PCI DSS	Payment Card Industry Data Security Standard
SFTP	Secure File Transfer Protocol
SOC	System and Organization Controls
TBP	TOLL-BY-PLATE®
VPN	Virtual Private Network

Table 2 – Acronyms

3 DEBT COLLECTION OVERVIEW

The Vendor will be responsible for providing debt collection services for Debtor Accounts pursuant to the terms of this Contract. Accounts referred (if any) to the Vendor for collection under this Contract may include SunPass® accounts and/or TBP accounts.

SunPass® Accounts

SunPass® is the Department's branding for its electronic prepaid toll collection program through which payment of toll transactions and other amounts due by a customer are deducted from the customer's account using a SunPass® transponder. A SunPass® account may be established for individuals, business entities, and other organizations, and a SunPass® transponder may be used by customers to pay for toll transactions on Department-owned and operated toll facilities, as well as toll transactions and parking transactions on Interoperable Agency facilities.

The Department will issue written notices to a customer if the customer's SunPass® account reaches a configurable insufficient balance threshold (as established by the Department). If the SunPass® account balance remains insufficient after written notices have been issued to the customer, then the Department may refer the Account to the Vendor for collections.

TOLL-BY-PLATE® Accounts

TOLL-BY-PLATE® is the Department's branding for its image-based video billing system that uses photographic images of a vehicle's license plate to identify the customer responsible for toll payment. A TBP account may be established for individuals, business entities, and other organizations, and may be pre-paid (established by a customer) or post-paid (established by the Department for the first-listed registered owner of the vehicle). In addition, a TBP account may include toll transactions and other associated amounts due in connection with travel on Department-owned and operated toll facilities or Interoperable Agency facilities.

The Department will invoice a TBP customer for payment of toll transactions and other associated amounts. If the total amount remains unpaid after the issuance of two (2) invoices, then the Department may refer the Account to the Vendor for collections.

Account Estimates

The Department estimates, but does not guarantee, referring up to or in excess of 10,000 Accounts (with balances that may total up to or in excess of $1,000,000.00) to the Vendor for collection per week. Of the type of Accounts that may be referred each week, the Department estimates that approximately ninety percent (90%) may be TBP accounts, approximately ten percent (10%) may be SunPass® accounts, approximately ninety percent (90%) may be associated

with motor vehicles registered in the state of Florida, and approximately ten percent (10%) may be associated with motor vehicles registered in a state other than the state of Florida. However, the Department does not guarantee any Account volume, dollar amounts, distribution percentage of Account types, or distribution percentage of Accounts associated with motor vehicles registered in- state versus out-of-state.

4 VENDOR RESPONSIBILITIES

4.1 General

The Vendor is responsible for providing debt collection services in accordance with all requirements set forth in this Contract and in accordance with all applicable state and federal laws, rules, and regulations including, but not limited to, the FDCPA, the Florida Consumer Collection Practices Act (ss. 559.55-559.785, Florida Statutes), and the Florida Commercial Collection Practices Act (ss. 559.541-559.548, Florida Statutes), as each may be amended. In addition, the Vendor shall, throughout the term of this Contract, maintain a bona fide office located in the state of Florida, remain in good standing as a member of the Florida Bar or in good standing as a collection agency registered in the State of Florida pursuant to Chapter 559, Florida Statutes, as may be amended, and must remain in good standing to collect from debtors located in all fifty (50) states in accordance with all applicable laws, rules, and regulations.

4.2 Interface Control Document; System Requirements; and Implementation Schedule

The Vendor must establish and maintain, at its sole cost and expense, a Secure File Transfer Protocol ("SFTP") to exchange Debtor Account information with the Department as required under the ICD. All Debtor Account information exchanged between the Department and the Vendor must be exchanged in accordance with the requirements set forth in this Contract (including, without limitation, the ICD). The Vendor shall adhere to and comply with the ICD in the Vendor's development of its system interface to transfer data electronically between the Department and the Vendor.

Within ninety (90) Calendar Days of the Effective Date of the Contract, the Vendor must complete, at its sole cost and expense, all Vendor system modifications and testing to accommodate the exchange of Debtor Account information with the Department as described above. The Vendor must perform, and successfully complete (as determined by the Department), an integration test of the Vendor's systems to validate the functionality required to establish the interface with the Department's CBO system as described under this Contract. The Vendor shall prior to interface testing, develop and submit to the Department for its review and approval test cases for all ICD testing activities ("Test Cases") to validate the functionality required to establish the interface with the Department's CBO system. The Vendor shall complete integration testing with the CBO system in accordance with the approved Test Cases. All test data generated from this testing shall be submitted to the Department. The Vendor shall promptly respond to all questions and/or comments submitted by the Department regarding the test data, and if requested by the Department, the Vendor shall (at no cost to the Department) participate in meetings with the Department to resolve any questions and issues concerning the test data. The Department shall have the right to require the Vendor to retest any or all portions of the integration test in the event of a test failure or a defect is identified by the Department, and such retesting shall be completed by the Vendor to the Department's satisfaction at no cost to the Department.

The Department will determine whether the required system modifications and testing have been successfully completed prior to referring any Accounts to the Vendor for collection under this Contract. The Department shall be under no obligation to modify its data format or any other aspect of its systems to conform to the needs of the Vendor.

In the event the Department determines it necessary to modify the ICD, the Vendor shall work with the Department to plan, design, integrate, test, and transition to the new ICD without interruption of services. The Vendor agrees that it will be responsible, at its sole cost, for making any changes, upgrades, or modifications to, and for otherwise maintaining, its systems to accommodate the exchange of Debtor Account information with the Department in accordance with the ICD and the requirements set forth in this Contract.

4.3 Account Referrals

The Vendor shall accept the referral of Accounts that the Department chooses (at its sole discretion) to refer to the Vendor for collection, regardless of amount, Account type, or whether the Accounts involve in-state or out-of-state customers. Debtor Accounts will be transmitted by the Department to the Vendor in accordance with the ICD. The Vendor shall, upon receipt of the Account Placement File and Account Placement Acknowledgment File (each as described in the ICD), provide a Placement Acknowledgment Report to the Department as required under the ICD.

The Department anticipates that each Debtor Account will be in an amount of at least five dollars ($5.00); however, Accounts in any amount may be referred to the Vendor for collection as determined by the Department at its sole discretion. Any amounts which have met the applicable limitations period under Chapter 95, Florida Statutes (as amended), shall not be pursued by the Vendor.

4.4 Collection Procedures

All activities undertaken by the Vendor under this Contract must comport with all applicable state and federal laws, rules, and regulations including, but not limited to, the FDCPA, the Florida Consumer Collection Practices Act (ss. 559.55-559.785, Florida Statutes), and the Florida Commercial Collection Practices Act (ss. 559.541-559.548, Florida Statutes), as each may be amended, and must be undertaken in a manner which maintains a positive relationship with the general public and the Department's customers. Collection activities undertaken by the Vendor shall not include reporting any Debtor Account Unpaid Balance (as defined in subsection 4.4.3, below) to any credit bureau or other third party. In addition, the Vendor is prohibited from initiating any legal action to collect any Debtor Account Unpaid Balance.

The Vendor will be responsible for performing skip tracing on any Debtor Account when the information supplied by the Department's CBO does not include a confirmed mailing address or telephone number for the Debtor. The Vendor shall report address information obtained by the Vendor to the Department as required under the ICD.

4.4.1 Collection Correspondence

The Vendor must submit to the Department for its review and approval all collection correspondence templates (including letters, electronic mail messages, text messages, and phone scripts) the Vendor intends to utilize in connection with its performance of services under

this Contract. All collection correspondence must be in both English and Spanish language. The Vendor shall not issue any correspondence to Debtors until the format and content thereof has been approved in writing by the Department. Notwithstanding, the Vendor shall at all times remain solely responsible and liable for ensuring all correspondence, notifications, and any other communications issued or made by the Vendor, its employees, agents, and subcontractors, conform with all applicable state and federal laws, rules, and regulations including, but not limited to, the FDCPA, the Florida Consumer Collection Practices Act (ss. 559.55-559.785, Florida Statutes), and the Florida Commercial Collection Practices Act (ss. 559.541-559.548, Florida Statutes), as each may be amended, and the Department's approval of or failure to approve any correspondence, notification, or other communication shall not relieve the Vendor of such responsibility and liability. The Vendor must provide all collection correspondence templates to the Department for review and approval at least annually, and at such other times as may be requested by the Department.

4.4.2 Initial Notification

The Vendor must mail an initial notification letter to the Debtor within seven (7) Calendar Days of the date the Vendor acknowledged receipt of the Account Placement File accompanied with the Placement Acknowledgment File as required under the ICD.

Thereafter, the Vendor shall mail collection letters to all outstanding Accounts that have not received a payment. Updated collection letters shall be mailed as partial payments are received and an unpaid balance remains outstanding from the Debtor.

4.4.3 Collection Amount and Debtor Account Unpaid Balances

For each Debtor Account, the Vendor must attempt to collect full payment of the unpaid balance on the Debtor Account, as reflected in the most recent Account Placement File containing the Debtor Account (the "Debtor Account Unpaid Balance"). In addition, the Vendor may also attempt to collect from the Debtor a Collection Fee in accordance with Exhibit "B," Method of Compensation. The Collection Fee may be recovered by the Vendor only from the Debtor and shall be the sole consideration paid to the Vendor for services performed in connection with this Contract. The Vendor shall not charge or collect any other fees, including, without limitation, service fees, payment fees, late fees, interest, payment card fees, or maintenance fees, in connection with any Debtor Account. The Department shall not be liable for any costs, expenses, or other amounts incurred by the Vendor in connection with the performance of services under this Contract.

The Department reserves the right to revise the Debtor Account Unpaid Balance at any time throughout the duration of this Contract. In the event such a revision is made by the Department, the Collection Fee charged by the Vendor to the Debtor shall be calculated based on the revised Debtor Account Unpaid Balance, as reflected in the most recent Account Placement File containing the Debtor Account.

In addition, the Department reserves the right to accept payment on any Debtor Account included in any Account Placement File. Any such payment received by the Department will be reflected in the next Account Placement File transmitted by the Department to the Vendor. In

the event the Department accepts payment on any Debtor Account, the Vendor shall not be entitled to a Collection Fee on such payment.

The Vendor shall not compromise or settle any Debtor Account Unpaid Balance by accepting less than full payment of the Debtor Account Unpaid Balance, except with the prior written approval of the Department. However, the Vendor may establish and maintain installment repayment agreements with Debtors.

4.4.4 Payment Methods

The Vendor will be responsible for providing (at the Vendor's sole cost and expense) multiple, convenient methods through which a Debtor may remit payment to the Vendor. Such payment methods must include, at a minimum, payment card, check, money order, ACH, cash, and mobile payment methods. No cost incurred by the Vendor in connection with establishing and/or maintaining any payment method to collect amounts under this Contract shall be charged to the Debtor as an additional fee or deducted from any amount due to the Department.

The Vendor shall maintain records by Account type and payment method for all funds collected on behalf of the Department and provide to the Department within ten (10) Business Days upon written request.

4.4.5 Collection Activity Suspensions

The Vendor shall, at no cost to the Department, immediately suspend all collection activities on any or all Debtor Account(s):

a) upon written notice by the Department;
b) in any geographical area that is under a state of emergency as declared by the Florida Governor pursuant to an Executive Order, unless otherwise instructed by the Department. The Department will notify the Vendor in writing as to when a suspension under this paragraph shall commence, the geographical areas covered by the suspension, and when the suspension shall conclude.

4.4.6 Account Return

The Vendor shall, at no cost to the Department, immediately cease all collection activities and otherwise close and return to the Department any or all Debtor Account(s):

a) upon written notice by the Department;
b) if the Debtor Account is not reflected on the Account Placement File (as described in the ICD) provided by the Department;
c) upon notice that the Debtor has filed for bankruptcy;*
d) upon notice that the Debtor is deceased; or
e) upon termination or expiration of this Contract.

*In addition to providing the Bankruptcy File as required under Section 4.12, the Vendor shall also immediately notify the Department in writing if the Vendor receives notice that a Debtor has filed for bankruptcy.

Debtor Accounts shall be returned to the Department no later than seven (7) Calendar Days from the date notice is provided to the Vendor (whether upon written notice by the Department or

upon removal of the Debtor Account from the Account Placement File) or, in the event of termination or expiration of this Contract, no later than the date of termination or expiration of this Contract (the "Account Close Date"). The Vendor shall not be entitled to any Collection Fee on a Debtor Account Unpaid Balance that remains outstanding as of the Account Close Date unless payment of said balance is received by Vendor within sixty (60) Calendar Days of the Account Close Date (in which case, the Vendor may receive a Collection Fee as calculated in accordance with Exhibit "B," Method of Compensation). Any payment received by the Vendor on a Debtor Account after sixty (60) Calendar Days of the Account Close Date shall be remitted, in its entirety, to the Department.

4.5 Remittance of Collected Amounts to Department

The Vendor shall remit to the Department, by the next Business Day after the Vendor's receipt, the Debtor Account Unpaid Balance amounts which were collected by the Vendor the previous Calendar Day. The Vendor shall remit such amounts to the Department electronically, in the manner directed by the Department. Along with each payment made by the Vendor to the Department, the Vendor must submit the Collection Payment File as outlined in the ICD. If any inaccuracies are discovered in the Vendor's computations, the Department will notify the Vendor of its findings and provide the correct figure for payment. The Vendor shall, by no later than the next Business Day immediately following notice by the Department as described in the preceding sentence, remit the correct payment amount to the Department (as directed by the Department). In addition, the Vendor shall reflect the correct payment amount in the next daily Collection Payment File and weekly Payment Remittance Statement Report to be provided by the Vendor immediately following notice by the Department described in this paragraph.

4.6 Vendor Contact Channels

The Vendor must provide Debtors with multiple convenient ways to contact the Vendor to inquire about their Accounts and to remit payments. The Vendor shall, at a minimum:

a) Establish and maintain a toll-free telephone number through which Debtors may contact the Vendor regarding their Accounts. This toll-free telephone number must be included on all collection correspondence issued by the Vendor in connection with this Contract. In addition, the Vendor shall maintain sufficient staff who shall be responsible for answering and resolving calls received on the Vendor's toll-free telephone number during the following minimum hours of operation:

Monday-Friday: 8:00 AM (ET) to 6:00 PM (ET)

Any changes or modifications to the hours of operation described above must be approved by the Department prior to implementation of such changes or modifications by the Vendor.

The Vendor is not required to operate on the following holidays:

1) New Year's Day
2) Memorial Day
3) Independence Day
4) Labor Day
5) Thanksgiving Day
6) Christmas Day

Prior to the end of each calendar year, a schedule of holidays for the upcoming year will be prepared by the Vendor and submitted to the Department for review and approval no later than November 30th of each calendar year. The Department will make the final determination of holiday observance when the holiday falls on a Saturday or Sunday.

b) Establish and maintain a modern, PCI DSS compliant, IVR System with call flows in both English and Spanish that enables Debtors to remit payment of Debtor Account Unpaid Balance amounts referred to the Vendor under this Contract twenty-four (24) hours a day/seven (7) days a week.

c) Establish and maintain a responsive, PCI DSS compliant, website through which Debtors may access, review, and otherwise remit payment of Debtor Account Unpaid Balance amounts referred to the Vendor under this Contract twenty-four (24) hours a day/seven (7) days a week. In addition, the Vendor's website shall provide answers to frequently asked questions reviewed and approved by the Department thirty (30) Calendar Days prior to publishing on Vendor's website. The Vendor shall allow the website link to be posted on the Department's SunPass.com website. The Vendor shall coordinate and cooperate with the Department to provide functionality (which may include, without limitation, functionality that allows a Debtor to access the Debtor's Account information using license plate and/or SunPass account information) between the Department's SunPass.com website and the Vendor's website. The Vendor shall notify the Department of any changes to the Vendor's website setup thirty (30) Calendar Days prior to implementing such change.

4.7 Debtor Inquiries and Complaints

The Vendor is responsible for both researching and resolving Debtor inquiries related to collection activities throughout the duration of this Contract.

If a Debtor contacts the Vendor to dispute the accuracy of correspondence or other communication by the Vendor made in connection with the performance of services under this Contract, then the Vendor must immediately suspend all collection activities related to the Debtor Account notify the CSC Service Provider (as directed by the Department) via email (with the Department copied) and provide the dispute details within one (1) Business Day of the Vendor's receipt of the Debtor's inquiry. The Vendor shall coordinate with the CSC Service Provider to determine what documentation may be needed by the Vendor to respond to the Debtor's inquiry. Documentation provided by the CSC Service Provider may include details such as the Debtor Account balance, invoices, correspondence related to the Debtor Account balance, Debtor Account notes, or other related information that may be available. The Vendor shall not resume any collection activities related to the Debtor Account until the dispute has been resolved and notification of such resolution has been provided to the CSC Service Provider (with the Department copied).

If the Vendor receives a complaint related to the manner in which the Vendor is attempting to collect Debtor Account Unpaid Balance amounts on a Debtor Account, the Vendor shall immediately suspend all collection activities related to that Debtor Account. In addition, the Vendor shall notify the Department via email the details of such complaint (and include a copy of

the complaint, if made in writing) within one (1) Business Day of the Vendor's receipt of the complaint. The Vendor shall cooperate with the Department in the review of the complaint, including, without limitation, providing any information requested by the Department related to collection activities undertaken by the Vendor in connection with the Debtor Account. The Vendor shall not resume any collection activities related to the Debtor Account until the complaint has been resolved to the satisfaction of the Department.

4.8 Staffing

4.8.1 General

The Vendor is responsible for providing all staff necessary to perform the services required under this Contract. Unless otherwise agreed to by the Department, any staff must be physically located within the United States when performing any work or providing any services under this Contract. Staffing providing by the Vendor must include bilingual staff (English and Spanish). Only qualified, experienced, and skilled personnel shall be utilized by the Vendor in connection with this Contract, and the Vendor shall be responsible for ensuring that all persons performing services under this Contract are well-trained in all laws, rules, and regulations applicable to the services being performed. The Vendor is responsible for maintaining, and providing upon request by the Department, a comprehensive organizational chart detailing the names, titles, roles, and contact information of all staff responsible for providing services under this Contract. In addition, the Vendor shall, upon request, furnish to the Department a copy of any license, certification, or other proof of qualification for any Vendor staff member at any time throughout the duration of the Contract.

All Vendor staff shall, at all times, provide accurate, professional, efficient, and courteous service to all customers whose Accounts have been referred to the Vendor for collection. Vendor staff shall not make any threatening, false, or misleading statements to any individual or entity in connection with any services provided under this Contract. All Vendor staff shall exercise sound judgment and conduct themselves in such a manner that will reflect favorably upon the Department when performing services under this Contract.

All Vendor staff must, at all times, comply with the requirements set forth in this Contract and with all applicable laws, rules, and regulations related to the services provided under this Contract. The Department reserves the right to require removal of any member of the Vendor's staff (including staff serving in a Key Personnel position) from this Contract. If the Department requires removal of a Vendor's staff member from this Contract, such shall neither be construed as a request by the Department to terminate the Vendor's staff member from the Vendor's employ, nor shall it relieve the Vendor of its continuing performance obligations under this Contract. Under no circumstances shall the Vendor inform the Vendor staff member that he or she is being terminated by the Department or any representative of the Department. The Vendor shall take full responsibility for termination of any Vendor staff member from the Vendor's employ. The Vendor is an independent contractor and not an employee of the Department.

4.8.2 Background Screening

The Vendor shall establish and maintain a screening process for all potential candidates that may provide services under this Contract. All staff screening shall be completed at the Vendor's expense and must include, at a minimum, completion of a background check (FBI Level II) prior to hiring.

All Vendor staff members must successfully pass all required background screening before providing services under this Contract and every two (2) years during the Contract term.

4.8.3 Key Personnel

The Vendor is responsible for providing the Key Personnel described below throughout the duration of the Contract. All Key Personnel must be full-time employees of the Vendor. The Vendor shall notify the Department in writing of any proposed replacement for any Key Personnel position. The Department shall have the right to review and approve the qualifications of any individual that the Vendor proposes to appoint to a Key Personnel position prior to such individual commencing any work under this Contract.

The Vendor's Project Principal shall be responsible for overseeing the overall execution and delivery of services under this Contract and shall serve as the primary point of contact for the Department. The Vendor's Project Principal should have a minimum of ten (10) years of experience in managing, overseeing, and leading the delivery of debt collection services in compliance with all applicable debt collection laws, rules, and regulations on project(s) involving services of a comparable scope. The Vendor's Project Principal should also have extensive experience and knowledge in debt collection methodologies and industry best practices, as well as in working with, applying, and advising clients on debt collection laws, rules, regulations practices, and procedures applicable to services of a comparable scope. The Vendor's Project Principal shall have the authority to act on behalf of and bind the Vendor in any matter related to the requirements of this Contract.

The Vendor's Contract Manager shall be responsible for the execution and delivery of services under this Contract and shall serve as the secondary point of contact for the Department when the Vendor's Project Principal is not available. The Vendor's Contract Manager should have a minimum of five (5) years of experience in managing the delivery of debt collection services in compliance with all applicable debt collection laws, rules, and regulations on project(s) involving services of a comparable scope. The Vendor's Contract Manager should also have experience and knowledge in debt collection methodologies and industry best practices, as well as in the applying debt collection laws, rules, regulations, practices, and procedures applicable to services of a comparable scope.

4.9 Quality Assurance and Quality Control Plan

The Vendor shall be responsible for developing and maintaining a Quality Assurance and Quality Control Plan ("QA/QC Plan") describing the Vendor's approach to quality assurance, including, without limitation, details describing the Vendor's approach to:

a) Systematically evaluating the quality of and adherence to service delivery standards, processes, and procedures (including, without limitation, the process to ensure the total amount indicated on the Payment Remittance Statement Report and actual funds received by the Department match).
b) Addressing initial and ongoing monitoring of all Vendor staff.
c) Ensuring the quality of subcontractors (if any are used for this project).
d) Ensuring compliance with all laws, rules, regulations, policies, procedures, and standards applicable to the services described in this Contract.
e) Managing performance.
f) Addressing QA/QC issues, including training and remediation.

g) Cultivating and implementing process improvements throughout the duration of the Contract.

The Vendor shall update its QA/QC Plan and resubmit the same to the Department no later than thirty (30) Calendar Days of the Effective Date of the Contract, and on at least an annual basis (or such other frequency as determined necessary by the Department) thereafter. The QA/QC Plan, and any changes thereto, must be approved by the Department prior to implementation by the Vendor.

4.10 Business Continuity Plan

The Vendor shall, within thirty (30) Calendar Days of the Effective Date of the Contract, submit to the Department for its review and approval a business continuity plan (the "Business Continuity Plan") detailing the Vendor's approach to sustain operations in the event of planned or unplanned service outages or downtime. The Business Continuity Plan shall, at a minimum, include the following:

a) Detailed organizational structure identifying the business continuity team roles, responsibilities, and contact information.
b) Procedures detailing steps needed to fully implement and sustain continuity of Vendor's services under this Contract.
c) Preparation steps for events specified in Business Continuity Plan and testing of the Business Continuity Plan.
d) Communication strategy during outages and recovery of any outages.
e) Back-up and data management procedures with frequency of activities.
f) Disaster recovery plan and procedures, including expected downtimes (if any), recovery time, restoration plan focusing on maintaining data integrity and availability throughout the duration of a disaster, emergency, or other incident or event, and subsequent response and reporting. The reports shall define the root cause of the incident or event and the action plan to resolve the root cause no later than the date and time directed by Department. The reports shall also describe the steps to be taken to prevent the root cause from occurring again.
g) Contingency plan during a system outage or downtime (example: action plan while the Vendor's payment portal or IVR System is down and not able to service customers).
h) If the Vendor proposes a remote workforce, the Vendor's approach to deploying and managing a remote workforce, including details describing risks and risk mitigation strategies; how remote operations will be performed and monitored; how data will be secured in accordance with the Contract requirements; and how transition back and return to normal operations will occur.

The Business Continuity Plan shall be developed to allow for the restoration of operations as follows:

a) Payment processing portal and IVR System shall be operational in less than or equal to seventy-two (72) hours of planned or unplanned service outages or downtime.
b) Vendor Customer Service Representatives shall be available in less than or equal to seventy-two (72) hours of planned or unplanned service outages or downtime.
c) All Vendor reports shall be available to the Department in electronic form in less than or equal to seventy-two (72) hours of planned or unplanned service outages or

downtime.

The Business Continuity Plan, and any changes thereto, must be approved by the Department prior to implementation by the Vendor. The Business Continuity Plan shall be updated by the Vendor and resubmitted to the Department for its review and approval on at least an annual basis, and at such other frequency as determined necessary by the Department.

4.11 Transition Plan

The Vendor shall, within thirty (30) Calendar Days of the Effective Date of the Contract, submit to the Department for its review and approval a transition approach detailing the Vendor's plan to transitioning operations in the event of termination or expiration of this Contract. The transition approach shall, at a minimum, include the process and timeline for the following:

a) Return of Debtor Accounts
b) Debtor payments received by mail, phone, and online
c) Website updates
d) Customer correspondence
e) Outstanding dispute information with Debtors
f) Debtor payment plan details
g) Outstanding customer complaints

In addition, the Vendor agrees to cooperate with the Department during any transition period.

4.12 Files & Reports

The Vendor shall be responsible for maintaining and providing the following files and reports to the Department throughout the duration of the Contract.

The following files and reports must be provided by the Vendor to the Department in accordance with the requirements described in the ICD:

a) Placement Acknowledgment Report
b) Collection Payment File and Payment Acknowledgment File
c) Payment Remittance Statement Report
d) Address Update File
e) Bankruptcy File and Bankruptcy Acknowledgment File
f) Deceased Notification Report

In addition to the reports set forth above, the Vendor shall provide a collections performance report in the format show in Attachment "E" ("Collections Performance Report") to the Department by the twenty-first (21st) Calendar Day of each month (if the 21st Calendar Day of the month falls on a non-Business Day, then the Vendor shall provide the Collections Performance Report on the next Business Day immediately thereafter) detailing, for the previous month, the amounts referred to the Vendor for collection under this Contract, the amounts collected (both in dollars and number of applicable Debtor Accounts), and the resulting collection percentages. The Collections Performance Report shall also include stratification by balance owed and the duration of time in which the Debtor Account has been with the Vendor for collections.

Files and reports must be approved by the Department thirty (30) Calendar Days prior to Go-Live

and may be modified by the Department throughout the term of the Contract.

4.13 Data Security

4.13.1 General

The Vendor, its employees, agents, and subcontractors, shall, throughout the duration of this Contract, comply with all applicable data security laws, rules, regulations, and requirements (including, without limitation, Attachment "D" (Appendix II – Information Technology Resources), PCI DSS, Section 501.171, Florida Statutes, and Rule Chapter 60GG-2 of the Florida Administrative Code) in connection with the provision of services under this Contract. Except (a) to the extent necessary to fulfill the terms of this Contract and with the express permission of the Department, or (b) to the extent required by law and after notice to the Department, neither the Vendor nor the Vendor's employees, agents, subcontractors, or subcontractor personnel shall divulge to third parties any Department data (including, without limitation, customer information, Debtor information, Debtor Account information, security procedures, business operations information, commercial proprietary information in the possession of the State of Florida and/or the Department, and any other information that is protected from public inspection or disclosure under Chapter 119, Florida Statutes, or other applicable state or federal law (as may be amended) related to privacy, confidentiality, security, critical infrastructure, or cybersecurity) obtained by the Vendor or its employees, agents, or subcontractors in the course of performing services under this Contract. In addition, no Department data shall be transmitted, transferred, stored, or processed offshore or outside of the continental United States, except as otherwise approved in writing by the Department. The Vendor shall ensure that the provisions of this paragraph are incorporated into all agreements between the Vendor and any employee, agent, subcontractor, or subcontractor personnel that may access any Department data described under this Contract.

The Vendor must implement procedures to ensure the protection and confidentiality of all Department data involved with this Contract, and the Vendor shall ensure that proper security controls (as required under the terms of this Contract and all applicable laws, rules, regulations, and requirements) are always maintained throughout the duration of this Contract. The Vendor shall indemnify, defend, and hold harmless the State of Florida and the Department, and all of their officers, agents, and employees, from any and all claims, demands, actions, suits, judgments, fines, damages, and costs, including attorneys' fees, of any kind or nature, arising from or related to use of Department data by the Vendor or its employees, agents, or subcontractors, or breach of the data security requirements set forth in this Contract by the Vendor or its employees, agents, or subcontractors.

4.13.2 System Security Plan

The Vendor shall, within thirty (30) Calendar Days of the Effective Date of the Contract, submit to the Department for its review and approval an updated System Security Plan ("SSP") for any major network changes that will impact business processes, in accordance with Chapter 60GG-2.002 F.A.C. System Security Plans and in the SSP template provided by the Department. The SSP and any changes thereto must be approved by the Department prior to implementation thereof by the Vendor. The SSP shall be reviewed by the Vendor at least annually (and at such other frequency as may be directed by the Department), and any proposed updates to the SSP shall be submitted to the Department for its review and approval.

4.14 Records Retention and Document Control

The Vendor shall keep and maintain all records (including, without limitation, CSR interactions, Debtor call recordings, and financial transaction detail records) in accordance with the terms of this Contract, Department policies, procedures, and directives, and applicable laws, regulations, and rules, each as may be amended, including Rule 1B-24.003(1)(a), Florida Administrative Code. Standards for records management and retention may change during the term of the Contract, and the Department will provide updates to its internal policies and procedures to the Vendor as appropriate. However, it is the Vendor's responsibility to ensure it is aware of any changes to non-Department standards and to accommodate those changes as appropriate within its operations under this Contract.

The Vendor shall establish and maintain, on a web-based platform, an electronic document repository for all documents and other materials associated with this Contract. The document repository shall be accessible over a secure internet connection by Department personnel (designated by the Department) twenty-four (24) hours a day/seven (7) days a week.

4.15 Audit Requirements

The Vendor shall provide the Department with a copy of its entire Service Organization Control Report (SOC 2 Type II) demonstrating that an audit has been performed by an independent certified public accounting firm in accordance with Statement on Standards for Attestation Engagements No. 18 (SSAE 18) on an annual basis on such date as directed by the Department throughout the duration of this Contract. The Vendor is responsible for all costs associated with the requirements of this Section 4.15.

The SOC 2 Type II report results shall also note that a deterioration of controls has not occurred over the Vendor's operating systems and no significant control deficiencies were noted during the applicable period. If control deficiencies were identified, the Vendor must notify the Department within three (3) Business Days of receiving the audit report. In addition, the Vendor must (if deficiencies were identified) provide a corrective action plan to include the implementation of compensating controls and deficiency remediation within fifteen (15) Business Days from the date the Vendor receives a copy of the audit report. Upon the Department's acceptance of the Vendor's corrective action plan, the Vendor shall immediately implement the corrective action plan within the time period directed by the Department.

SOC 2 Type II control objectives must include at a minimum:

1. Debtor Payment – Controls provide reasonable assurance that debtor payments are completely and accurately recorded, safeguarded, and properly remitted to clients.
2. Inventory Control and Data Transfer – Controls provide reasonable assurance that client information is completely and accurately set up in the Vendor's system.
3. Physical Security and Environmental Controls – Controls provide reasonable assurance that physical access to the Vendor's data center and payment processing areas are restricted to appropriately authorized personnel and that environmental controls are in place and operational.
4. Application Change Management – Controls provide reasonable assurance that implementations to system changes and hardware changes and specific application software are appropriately authorized, tested, approved, and documented.

5. Logical Access and Security – Controls provide reasonable assurance that application, database, and network access is restricted to authorized individuals.

In addition to the requirements set forth above, the Vendor is responsible for maintaining compliance with all applicable data security standards throughout the duration of this Contract. Thirty (30) Calendar Days prior to Go-Live, the Vendor must submit to the Department a PCI Attestation of Compliance (AOC) which must have been completed no more than thirteen (13) months prior to Go-Live. The AOC shall be delivered annually to the Department throughout the duration of the contract on a date mutually agreed upon between the Vendor and the Department. The Vendor shall also meet all encryption and security guidelines for storing bank routing and account numbers in accordance with all applicable NACHA Standards, as may be amended.

4.16 Department Data View Access

The Vendor shall, at no cost to the Department and throughout the duration of this Contract, provide Department-designated personnel with continuous access to the Vendor's system to review real-time read only data views in JSON, CSV, XLS that can be extracted by the Department's reports system for analytics and dashboards. The data view shall include without limitation Debtor's Account profile, communications, and payment history. The Department will access this information for financial and data analysis purposes.

4.17 Coordination with Department and Other Department Service Providers

The Vendor shall coordinate and cooperate with the Department and the Department's other service providers as necessary to meet all requirements of this Contract.

4.18 Meeting Requirements

The Vendor shall, upon request by the Department, facilitate and participate in meetings with the Department to discuss the status of the Contract and the Vendor's performance. The Department shall have the right to submit written questions to the Vendor concerning any items discussed during a meeting and the Vendor shall respond, in writing, to all questions within ten (10) Business Days of its receipt thereof. The Department will convene an initial meeting with the Vendor to achieve a mutual understanding of the Contract requirements, to provide the Vendor with an orientation to the Contract management process, and to provide an explanation of the roles of the Department's team and Department Contract Manager. Following the initial meeting, the Vendor must meet with the Department at such times as requested by the Department.

5 DEPARTMENT RESPONSIBILITIES

This Section describes the items to be furnished and provided by the Department to be used by the Vendor to perform the services required in this Contract. Except as otherwise expressly provided in this Contract, the Vendor will be responsible for furnishing all resources needed to perform the services described in this Exhibit "A," Scope of Services.

5.1 Interface Control Document

The Department will furnish the most up to date version of the ICD no later than fifteen (15) Calendar Days of the Effective Date of the Contract.

5.2 Account Information

For each Debtor Account, the Department will provide available Debtor Account information to the Vendor in the manner described in the ICD. The Department will provide updates to Debtor Account information, if available and to the extent practicable, on a weekly basis or at such other frequency as may be determined by the Department from time to time throughout the duration of the Contract. The Department may also make Debtor Account balance information available (in read-only form) to the Vendor via the web-based CBO through a secure VPN connection. The Vendor shall be responsible for all costs associated with connecting to the VPN.

5.3 Site Visits

The Department reserves the right, at its discretion and at no cost to the Department, to periodically examine and audit the Vendor's systems, procedures, internal controls, financial transactions occurring in connection with this Contract, and supporting documentation to verify Contract compliance. In addition, the Department may, with advance notice, conduct an on-site visit of Vendor's office(s) and audit Vendor's Debtor Account records for Contract compliance. Further, the Department reserves the right, with advance notice, to examine and audit all books and records related to this Contract kept by or under control of the Vendor, its employees, agents, assigns, successors, and subcontractors. If the results of any audit conducted by or on behalf of the Department reveal that the Vendor has underpaid the Department for any amount that should have been remitted to the Department pursuant to the terms of the Contract, then the Vendor shall reimburse the Department for its costs associated with the audit and the amounts of underpayment identified.

6. VENDOR PERFORMANCE AND FINANCIAL CONSEQUENCES

The Department will continually monitor and evaluate the Vendor's quality and efficiency of services performed under this Contract and will impose financial consequences when the Vendor fails to comply with the requirements of this Contract. The Department and the Vendor agree that the financial consequences for non-performance described herein are an estimate of damages which are difficult to ascertain and are not penalties. Each month, the Department will invoice the Vendor for any financial consequences assessed by the Department, and the Vendor shall, within twenty (20) Calendar Days of the date of such invoice, remit full payment thereof to the Department.

The following financial consequences will apply to the Vendor's non-performance under the Contract:

Performance Requirement	Financial Consequences for Non-Performance, Per Occurrence
The Vendor shall remit to the Department, by the next Business Day after the Vendor's receipt, the Debtor Account Unpaid Balance amounts which were collected by the Vendor the previous Calendar Day, as required under Section 4.5.	For each Business Day in a month that Debtor Account Unpaid Balance amounts are not remitted to the Department as required, a financial consequence of $100.00 per Business Day will be assessed against the Vendor.

The Vendor shall provide Debtor call recordings to the Department within five (5) Business Days of written request by the Department.	For each Calendar Day in a month that a Debtor call recording is not provided by the Vendor to the Department as required, a financial consequence of $500.00 per Calendar Day will be assessed against the Vendor.
The Vendor shall provide all files and reports described under Section 4.12 to the Department in such manner and at such frequency as is required under Section 4.12.	For each Calendar Day in a month that a file or report described under Section 4.12 is not provided by the Vendor to the Department as required, a financial consequence of $100.00 per Calendar Day will be assessed against the Vendor.
The Vendor shall meet with restoration of operations recovery times per incident within seventy-two (72) hours as defined in Section 4.10 a), b), and c) and the approved Business Continuity Plan.	For each business interruption not restored within seventy-two (72) hours a financial consequence of $1,000 per incident for each Calendar Day not restored will be assessed against the Vendor.
The Vendor shall complete a SSAE 18 SOC 2 Type II audit on an annual basis, and it shall submit a copy of each audit report to the Department as required under Section 4.15.	For each Calendar Day in a month that a copy of the SSAE 18 SOC 2 Type II audit report described under Section 4.15 is not submitted by the Vendor to the Department as required, a financial consequence of $100.00 per Calendar Day will be assessed against the Vendor.
The Vendor shall submit a PCI Attestation of Compliance to the Department on an annual basis as required under Section 4.15.	For each Calendar Day in a month that the PCI Attestation of Compliance described under Section 4.15 is not submitted by the Vendor to the Department as required, a financial consequence of $100.00 per Calendar Day will be assessed against the Vendor.

Table 3 - Financial Consequences

State of Florida
Department of Transportation, Florida's Turnpike Enterprise

Exhibit "B"
Method of Compensation

DOT-RFP-25-8001-SM

EXHIBIT "B"

METHOD OF COMPENSATION

1. PURPOSE

This Exhibit "B," Method of Compensation, defines the limits of compensation available to the Vendor for the services set forth in Exhibit "A," Scope of Services, and the compensation described in this Exhibit "B" shall apply throughout the initial term of the Contract and any renewal(s) of the Contract. Except as otherwise defined herein, capitalized terms contained herein shall have the meanings ascribed to such terms in Exhibit "A," Scope of Services.

2. COLLECTION FEE

In connection with each Debtor Account, the Vendor may attempt to collect from the Debtor a collection fee ("Collection Fee"), as further described below:

Debtor Account Unpaid Balance	Collection Fee
Less than or equal to $40.00	$6.00 flat fee*
Greater than $40.00	15% of the Debtor Account Unpaid Balance*

Table 1 – Collection Fee

*A Collection Fee described in Table 1 shall not be combined with any other Collection Fee described in Table 1.

The Collection Fee may be sought and recovered by the Vendor only from the Debtor and shall be the sole consideration paid to the Vendor for services performed in connection with this Contract. The Vendor agrees that neither the Department nor any Interoperable Agency shall be liable for any costs, expenses, or other amounts incurred by the Vendor in connection with the performance of services under this Contract.

The Vendor shall not be entitled to a Collection Fee on any uncollected amounts. For any payment collected by the Vendor from the Debtor on a Debtor Account, the Vendor will retain the applicable Collection Fee and must remit the remaining balance of the payment to the Department in accordance with the terms of this Contract. In the event the Vendor receives a partial payment from the Debtor on a Debtor Account, the Collection Fee retained by the Vendor shall be calculated as follows:

$$(X / N) \times Z = \text{Collection Fee}$$

Where:

X = Collection Fee if Vendor collected full payment of the Debtor Account Unpaid Balance.

N = The Debtor Account Unpaid Balance plus X.

Z = The dollar amount of the partial payment collected by the Vendor from the Debtor.

Thus, for example purposes only, if the Debtor Account Unpaid Balance equals $100.00, and the Vendor collects a payment from the Debtor totaling $60.00, then from the payment collected, the Vendor will retain a Collection Fee equal to $7.83 and remit the remaining balance ($52.17) to the Department.

Example: $(X / N) \times Z = \$7.83$

$X = \$15.00$
$N = \$100.00 + \$15.00$
$Z = \$60.00$

3. REMITTANCE OF COLLECTED AMOUNTS TO DEPARTMENT

The Vendor shall remit to the Department, by the next Business Day after the Vendor's receipt, the Debtor Account Unpaid Balance amounts which were collected by the Vendor the previous Calendar Day. The Vendor shall remit such amounts to the Department electronically, in the manner directed by the Department all payments for the amount owed to the Department by the next Business Day via electronic payment as further defined in Exhibit "A," Scope of Services.

Attachment "B"

State of Florida
PUR 1000
General Contract Conditions

Contents

1. Definitions. Capitalized terms used herein are defined as follows:

(a) "Attachments" means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

(b) "Business Days" means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes ("F.S").

(c) "Contract" means the legally enforceable agreement between the Customer and Contractor to which this PUR 1000 form is attached, including all Attachments thereto. This term encompasses both written agreements and purchase orders, as each is defined in Rule 60A-1.001, Florida Administrative Code ("F.A.C.").

(d) "Contractor" means the person or entity that is a party to the Contract and is providing Products to the Customer.

(e) "Customer" means the agency, as defined in section 287.012, F.S., that is a party to the Contract. For purchases off a term contract, as defined in section 287.012, F.S., this term also includes the eligible user, as defined in Rule 60A-1.001, F.A.C, that is a party to the Contract.

(f) "Product" means any deliverable under the Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. "Product" does not include, and no State funding under the Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" ("DEI"). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes

differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

(g) "State" means the State of Florida.

2. Contract Formation and Amendment.

a. Formation. If the Contract is a written agreement as defined in Rule 60A-1.001, F.A.C., the Contract is effective upon the date last signed by all parties, unless a different date is specified herein. If the Contract is a purchase order as defined in Rule 60A-1.001, F.A.C., the Contract is effective upon the date of issuance by the Customer to the Contractor, and the Contractor's performance under the purchase order is deemed to be acceptance of the terms thereof.

b. Amendment. The Contract contains all the terms and conditions agreed upon by the parties and will govern all transactions between the parties. The Contract may only be amended upon mutual written agreement signed by both parties, or upon the Customer's issuance of a change order to a purchase order, as defined in Rule 60A-1.001, F.A.C., deemed to be accepted by the Contractor upon the continued performance thereof. No oral agreements or representations will be valid or binding upon either party. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to the Product upon delivery (e.g., attachment or inclusion of standard preprinted forms, service agreements, end user agreements, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of the Product or processing of documentation on forms furnished by the Contractor for approval or payment will not constitute acceptance of the proposed modification to the Contract terms and conditions.

The parties may, by amendment, modify the Contract to alter, add to, or deduct from the Contract specifications, provided that such changes are within the general scope of the Contract. The parties may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. The parties may also make an equitable adjustment in price if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

If the Contract is a purchase off a term contract, as defined in section 287.012, F.S., the purchase is limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.

3. Contract Construction and Administration.

a. Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or"

is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. Unless the context requires otherwise, whenever the singular is used in the Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Contract to the same extent as if they were set forth verbatim herein.

b. Administration.

i. Execution in Counterparts. If the Contract is a written agreement as defined in Rule 60A-1.001, F.A.C., it may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

ii. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract. If the Contract is a purchase order, as defined in Rule 60A-1.001, F.A.C., the Contractor warrants that the individual established to receive the purchase order is authorized to do so and to bind the Contractor to the terms of the Contract.

iii. Notices. Where the term “written notice” is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile (with confirmation of receipt) or email (with confirmation of receipt); (iii) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iv) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, each party shall deliver all notices to the other party’s Contract Manager. Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Contract or the issuance of a change order.

iv. Severability. If a court deems any non-material provision of the Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

v. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under the Contract will not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

vi. Survivability. The Contract and any promises, covenants, and representations made herein are binding upon the parties hereto and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Contract, including without limitation, the obligations regarding overpayments, confidentiality, indemnity, proprietary interests, and public records, will survive termination or expiration of the Contract.

vii. Third Party Beneficiaries. The parties acknowledge and agree that the Contract is for the benefit of the parties hereto and any permitted assignee. The Contract is not intended to confer any legal rights or benefits on any other party.

4. Contract Term, Suspension, and Termination.

a. Term. The initial term of the Contract will be as indicated in the Contract. The Customer, in its sole discretion, may renew the Contract, in whole or in part, for a period that may not exceed three (3) years or the initial term of the Contract, whichever is longer, by providing written notice to the Contractor. If the Contract was awarded pursuant to a competitive solicitation, as defined in section 287.012, F.S., the pricing for the renewal period will be as set forth in the Contractor's response to the competitive solicitation. No costs may be charged for the renewal, and the renewal is contingent upon satisfactory performance evaluations and subject to availability of funds. Exceptional purchase contracts pursuant to sections 287.057(3)(a) and (c), F.S., may not be renewed.

b. Suspension of Work. The Customer may, in its sole discretion, suspend any or all activities under the Contract, at any time, when in the best interests of the Customer to do so. The Customer shall provide the Contractor written notice outlining the particulars of the suspension. Examples of the reason for suspension include budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall cease performance to the extent required by the notice. Within ninety (90) calendar days of the suspension, or any longer period agreed to by the Contractor, the Customer shall either (i) issue a notice authorizing the resumption of performance, at which time the Contractor shall resume activity; or (ii) terminate the Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

c. Termination.

i. Termination for Convenience. The Customer, by written notice to the Contractor thirty (30) calendar days in advance, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the Customer's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits

ii. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (i) deliver the Product within the time specified in the Contract or any extension agreed to by the Customer, (ii) maintain adequate progress, thus endangering the performance of the Contract, (iii) honor any term of the Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Customer may, at its sole discretion, (i) immediately terminate the Contract, (ii) notify the Contractor of the deficiency with a Contract requirement and require that the deficiency be corrected within a specified time, otherwise the Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Customer. The Contractor shall continue to work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted Products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract. The Customer shall notify the Department of Management Services of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

iii. Termination for Non-Compliance with E-Verify. Pursuant to section 448.095(5)(c)1., F.S., the Customer shall terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Customer has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Customer shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

iv. Termination Related to Statutory Certifications. At the Customer's option, the Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Contract based on the statutory provisions referenced therein.

v. Termination for Refusing Access to Public Records. In accordance with section 287.058(1)(c), F.S., the Customer may unilaterally terminate the Contract if the Contractor refuses to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and section 119.07(1), F.S.

vi. Termination for Non-Appropriation. In accordance with section 287.0582, F.S., the Customer may terminate the Contract if, in the Customer's determination, no annual appropriation is provided for the Contract, or the Products provided hereunder, by the Legislature.

5. Performance.

a. Warranty of Ability to Perform. Upon the effective date of the Contract, and each year on the anniversary date of the Contract, the Contractor shall submit to the Customer a completed PUR 7801, Vendor Certification Form. This requirement will not apply to purchases off a term contract, as defined in section 287.012, F.S., unless specifically requested in the Contract by the Customer.

Additionally, the Contractor shall promptly notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract (including potential inability to renew the Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Customer and use commercially reasonable efforts to perform its obligations on time notwithstanding the Customer's delay.

b. Further Assurances. The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Contact, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Contract and to carry out its provisions. The Customer is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.

c. Assignment. The Contractor shall not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Customer. However, the Contractor may waive its right to receive payment and assign the same upon written notice to the Customer. In the event of any assignment, the Contractor remains secondarily liable for the performance of the Contract, unless the Customer expressly waives such secondary liability in writing. The Customer may assign the Contract with prior written notice to the Contractor of its intent to do so.

d. Employees, Subcontractors, and Agents.

i. Subcontracting. The Contractor is solely responsible for ensuring that any subcontractor(s) utilized perform in accordance with the Contract, and the Contractor acknowledges that it will not be released of its contractual obligations to the Customer because of any subcontract. The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Contract.

The Contractor shall use only those subcontractors approved by the Customer in writing. Subcontractors named in the Contract will be deemed to be approved by the Customer. For subcontractors proposed after the effective date of the Contract, the Contractor shall submit a written request to the Customer's Contract Manager specifying (i) the name of the proposed subcontractor; (ii) the services to be performed by the subcontractor; (iii) the time of performance; (iv) the Contractor's proposed method of subcontractor performance monitoring; (v) certification of subcontractor's compliance with all legal and contractual requirements related to performance (e.g., licensing, background screening, insurance etc.); (vi) a copy of the subcontract, if requested by the Customer; and (vii) indication of whether the subcontractor is an Office of Supplier Diversity registered Florida-based woman-, veteran-, or minority-owned small businesses. The Customer has the final approval authority of all proposed subcontractors. The Contractor's use of a subcontractor not approved by the Customer will be considered a material breach of the Contract.

ii. Qualifications and Access. All Contractor employees, subcontractors, or agents performing work under the Contract must be properly trained technicians who meet or exceed any specified training qualifications. Upon request, the Contractor shall furnish a copy of technical certification or other proof of qualification. All Contractor employees, subcontractors, or agents performing work under the Contract shall comply with all Contract terms and controlling laws and regulations relevant to the work being performed. The Customer may either conduct, and the Contractor shall cooperate in, or require the Contractor to conduct, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The Customer may refuse access to, or require replacement of, any employee, subcontractor, or agent for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Customer's security or other requirements. The Customer may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

iii. E-Verify. The Contractor shall comply with section 448.095, F.S., including the obligation to register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the Contractor.

iv. Independent Contractor. The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Customer or State and are not entitled to any benefits of Customer or State employees. The parties shall take all actions necessary to ensure that Contractor's employees, subcontractors, and other agents are not construed as such. Such actions include ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the Customer or State. Neither the Customer nor the State will be bound by any acts or

conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Contract.

e. Transportation and Delivery. Unless otherwise specified, prices listed in the Contract for commodities include all charges for packing, handling, freight, distribution, and inside delivery. Transportation must be FOB Destination to any point within thirty (30) calendar days after the Customer places an order. The Contractor, within five (5) Business Days after receiving an order, shall notify the Customer of any potential delivery delays. Evidence of inability to timely deliver or intentional delays will be considered a material breach of the Contract.

f. Packaging. Tangible Products must be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging will become and remain the Customer's property.

g. Installation. Where installation is required under the Contract, the Contractor shall be responsible for placing and installing the Product in the required locations at no additional charge, unless otherwise specified in the Contract. The Contractor's authorized Product and price list must clearly and separately identify any additional installation charges. All materials used in the installation must be of good quality and free of defects that would diminish the Product's appearance or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the Product in the proper location. The Contractor shall protect the site from damage and shall repair damages or injury caused during installation, unless caused by the Customer. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. The Contractor shall perform installation work to cause the least inconvenience and interference with the Customer's use of the site and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work must be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

h. Risk of Loss. Until acceptance, the risk of loss or damage will remain with the Contractor. The Contractor shall file, process, and collect all damage claims. To assist the Contractor with damage claims, the Customer shall (i) record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; (ii) report damages to the carrier and the Contractor; and (iii) provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. If the Customer rejects a Product, the Contractor shall remove it from the premises within ten (10) Business Days after notification of rejection. Upon rejection notification, the risk of loss of a rejected or non-conforming Product will remain with the Contractor. Rejected Product not removed by the Contractor within ten (10) Business Days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of it as its own property. The Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of a rejected Product.

i. Literature. Upon request, the Contractor shall furnish literature reasonably related to the Product offered, including user manuals, price schedules, catalogs, and descriptive brochures.

j. Product Version. The Contract will be deemed to reference a manufacturer's most recently released model or version of the Product at the time of the order unless the Customer specifically requests in writing an earlier model or version and the Contractor is willing to provide such model or version.

k. Real Property. Pursuant to section 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Contractor granting to the State a security interest in the property at least to the amount of State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

l. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). In accordance with section 946.515(6), F.S., if the Contractor is a private contract vendor and if a product or service required for the performance of the Contract is certified by or is available from PRIDE and has been approved in accordance with section 946.515(2), F.S., the following statement applies:

> IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org.

m. Products Available from the Blind or Other Handicapped (RESPECT). In accordance with section 413.036(3), F.S., if the Contractor is a private contract vendor and if a product or service required for the performance of the Contract is on the procurement list established pursuant to section 413.035(2), F.S., the following statement applies:

> IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, F.S.; IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), F.S.; AND FOR PURPOSES OF THIS CONTRACT, THE PERSON, FIRM OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS

DEALINGS WITH SUCH A QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

n. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Customer. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact, or other costs, expenses, or damages, including costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection 5.n., the Customer may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Contract as the Customer deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Customer or State, in which case the Customer may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Customer with respect to Products subjected to allocation; or (ii) terminate the Contract in whole or in part.

o. Exclusivity. The Contract is not an exclusive license to provide the Products described in the Contract. The Customer may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

6. Inspection.

a. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

b. Statutory Inspection Rights. If services are to be provided pursuant to the Contract, in accordance with section 216.1366, F.S., the Customer is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Customer determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Customer within ten (10) Business Days after the request is made.

Further, for any Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

1. Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

c. Inspection Compliance. The Contractor understands its and its subcontractors' (if any) duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any information the State official deems relevant to the Contractor's integrity or responsibility.

Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include investigators' salaries, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor will not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

7. Payment.

a. Annual Appropriations. Pursuant to section 287.0582, F.S., the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

b. Invoicing and Payment. The Contractor shall include the Contract number and vendor identification information on all invoices. The Customer may require any other information from the Contractor that it deems necessary to verify any charges shown on the invoice, including detail sufficient for a proper preaudit or post-audit for such bills pursuant to section 287.058(1)(a), F.S.

The Customer shall make payments in accordance with section 215.422, F.S., which governs time limits for payment of invoices. The Contractor shall make payments to any subcontractors and suppliers in accordance with section 287.0585, F.S., if applicable. Invoices that must be returned to a Contractor due to preparation errors will delay payment. The Customer is responsible for all payments under the Contract.

The Department of Financial Services has established a Vendor Ombudsman for vendors having trouble obtaining timely payment from State agencies. The Vendor Ombudsman can be reached at (850) 413-5516.

c. Overpayments. The Contractor shall return any overpayments, including those due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Customer. The Contractor shall return any overpayment within forty (40) calendar days after the earlier of: (1) discovery by the Contractor (including discovery by its independent auditor, if any), or (2) notification by the Customer of the overpayment.

d. Transaction Fee. The State, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), F.S. All payments issued by agencies to registered vendors for purchases of commodities or contractual services under Chapter 287, F.S., shall be assessed a transaction fee of one percent (1.0%) of the total amount of the payments received from the State or eligible users, as prescribed by Rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the transaction fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Customer will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the transaction fee or reporting of payments, which may subject the vendor to being suspended from business with the State.

e. Taxes. The Customer, as a governmental entity of the State, does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The Customer will not pay for any personal property taxes levied on the Contractor or any taxes levied on employees' wages. The Customer will explicitly note any exceptions to this paragraph in the Contract.

f. Leases and Installment Purchases. In accordance with section 287.063, F.S., if the Contract provides for a lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017, F.S., then the Customer's obligations under the Contract are contingent upon approval of the Contract by the Chief Financial Officer, as defined in section 17.001, F.S.

g. Travel. Pursuant to section 287.058(1)(b), F.S., if travel is authorized under the Contract, the Contractor shall submit such in accordance with section 112.061, F.S., except that the Customer may establish rates lower than the maximum provided in section 112.061, F.S.

h. Retention of Payments. The Customer may, in addition to other remedies available to it at law or equity and upon written notice to the Contractor, retain such monies from amounts due to the Contractor as may be necessary to satisfy any claim for payment, including under the indemnification clause, payment for financial consequences, and payment for damages and the like asserted by or against the Customer. The Customer reserves the right to set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due to the Contractor under any contract with the State. The exercise of these rights will not be a breach of the Contract, nor will they in any way entitle the Contractor to a claim against the Customer or State, including for damages.

8. Disputes and Liabilities.

a. Dispute Resolution. Should any disputes arise concerning the Contract, the parties shall act immediately to resolve any such disputes. Time is of the essence in the resolution.

i. Dispute Resolution Process.

(a) Contract Manager Review. The parties shall resolve disputes through the submission of their dispute to the Customer's Contract Manager, who shall reduce a decision to writing and furnish a copy to each party within ten (10) Business Days from the date that the Customer's Contract Manager receives the dispute. The Customer's Contract Manager's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Customer's Contract Manager's decision. If a party disagrees with the Customer's Contract Manager's decision, the party may proceed to subsection (b) below.

(b) Meeting between the Principals. If either party disagrees with the Customer's Contract Manager's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Customer, the Customer head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10) Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting. If the meeting between the principals fails to resolve the disagreement, the parties shall proceed to subsection (c) below.

(c) Mediation. Prior to initiating any litigation, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Customer's Contract Manager's decision, then either party may commence litigation.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) – (b), if mediation is not agreed to), either party may pursue any available legal or equitable remedies.

ii. Contractor's Obligation to Perform While Disputes are Pending. The Contractor shall

proceed diligently with performance under the Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Contract and shall comply with directions to perform from the Customer. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Contract which is separate and apart from any other dispute.

b. Governing Law and Venue. The Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the Contract terms.

c. Remedies Cumulative. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

d. JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE CONTRACT OR ITS SUBJECT MATTER.

e. Insurance Requirements.

i. Coverages.

(a) In General. During the Contract term, the Contractor shall, at its sole expense, provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract.

(b) Workers' Compensation Insurance. The Contractor shall maintain Workers' Compensation insurance as required by State law; to the extent that any work required by the Contract will be performed outside of the State, the Contractor shall maintain Workers' Compensation Insurance as required by that jurisdiction. If work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor shall provide adequate insurance, satisfactory to the Customer, for the protection of employees not otherwise protected.

ii. Terms.

(a) In General. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide the Customer with certificate(s) of insurance. The limits of coverage under each policy maintained by the Contractor will not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies must be through insurers authorized or eligible to write policies in the State or through a self-insurance program established and operating under the laws of the State. The Contractor shall notify the Customer

sixty (60) calendar days before any policy is canceled or terminated. All insurance policies must also provide that the insurer notifies the Customer if the policy is cancelled.

(b) No Loss Deductible Clause. The Customer will be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The Contractor shall be solely responsible for payment of such deductible.

(c) Duration. The insurance policies identified above must be "per occurrence" and maintained throughout the Contract term.

(d) Subcontractor's Insurance. The Contractor shall ensure that its subcontractors maintain the levels of insurance as required in this section.

f. Indemnification. For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Contract (including any determination arising out of or related to the Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Customer and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Customer may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Customer or the State. Nothing herein is intended to act as a waiver of the Customer's or State's sovereign immunity or to be deemed consent by the Customer or State or its subdivisions to suit by third parties.

If any Product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the Product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the Product, the Contractor shall remove the Product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The Customer will not be liable for any royalties.

g. Limitation of Liability. For all claims against the Contractor under the Contract, and regardless of the basis on which the claim is made, the Contractor's aggregate liability for direct damages under the Contract will be limited to the greater of $200,000 or the dollar value of the Contract (which is the higher of the total estimated value of the Contract or two times the charges for Products rendered by the Contractor under the Contract if no estimated value is determinable). This limitation will not apply to any claim arising under an indemnity provision of the Contract or any provision of the Contract relating to insurance required to be provided by the Contractor.

Unless otherwise specifically enumerated in the Contract, no party will be liable to the other for special, indirect, punitive, or consequential damages, including lost data or

records (unless the Contract requires the Contractor 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.

For damages other than those excluded in the preceding paragraph, the Customer's liability is limited to: 1) if the damage is the Customer's failure to pay amounts due to the Contractor for Products received and accepted by the Customer pursuant to the Contract, then only the amount due for such Products and any interest owed under section 215.422, F.S.; or 2) in the event the damage is not related to the Customer's failure to comply with the payment provisions of the Contract, to the maximum of the limited waiver of sovereign immunity provided for in section 768.28, F.S.

9. Compliance with Laws.

a. In General. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Contract will be used in violation of any state or federal law, including, but not limited to, 8 U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Customer may terminate the Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

If the requirements of the Contract conflict with any governing law, codes, or regulations, the Contractor shall notify the Customer in writing, and the parties shall amend the Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to terminate the Contract at no further expense to the Customer.

b. Lobbying and Integrity. The Contractor shall not use funds provided under the Contract in a manner that violates the provisions of sections 11.062 and 216.347, F.S. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract during the Contract's term. In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercises of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

c. Accessibility Requirements. If the Products to be provided include an information technology system that is accessed by the public or State employees, the Contractor shall comply with section 508 of the Rehabilitation Act of 1973, as amended and 29 U.S.C. s. 794(d), including the regulations set forth under 36 C.F.R. part 1194. Section 282.601(1), F.S., states that "state government shall, when developing, competitively procuring, maintaining, or using electronic information or information technology acquired on or after July 1, 2006, ensure that State employees with disabilities have access to and are provided with information and data comparable to the access and use by State employees who are not individuals with disabilities."

10. Public Records.

a. General Record Management and Retention. The Contractor shall retain sufficient records to substantiate claims for payment under the Contract and shall retain all other records that were made in relation to the Contract for the longer of five (5) years after the expiration of the Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: https://dos.fl.gov/library-archives/records-management/general-records-schedules/.

b. Identification and Protection of Confidential Information. Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Customer (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Customer (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law ("Confidential Information"), the Contractor shall mark as "confidential" each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Customer (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as "confidential," or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Customer (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record "confidential" and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Customer (or any other State agency).

In the event of a public records request, to which records the Contractor marked as "confidential" are responsive to the request, the Customer shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as "confidential" but failed to provide a Contractor-redacted copy to the Customer, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Customer may release the unredacted record to the requestor without liability. If the Customer provides a Contractor- redacted copy of the documents and the requestor asserts a right to

the Contractor-redacted Confidential Information, the Customer shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Customer from publicly disclosing the information. The Contractor shall provide written notice to the Customer of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Customer may release the unredacted copy of the record to the requestor without liability.

If the Customer is requested or compelled in any legal proceeding to disclose documents that are marked as "confidential" (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Customer shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor's sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as "confidential" or fails to provide a redacted copy that may be disclosed, the Customer may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Customer for all claims, costs, fines, settlement fees, and attorneys' fees, at both the trial and appellate levels, arising from or relating to the Contractor's determination that its records contain Confidential Information. In the event of a third-party claim brought against the Customer for failure to release the Contractor's redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney's fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Customer mutually agree that the Customer is best suited to undertake the defense or settlement, the Customer will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Customer may make as to such claim, and the Contractor agrees to reimburse the Customer for the expense, including reasonable attorney's fees and costs at both the trial and appellate levels associated with any defense or settlement that the Customer may undertake to defend Contractor's Confidential Information. The Customer will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Customer is reasonably advised by its counsel that disclosure of the Confidential Information is required by law, including but not limited to Florida's public records laws, the Customer may disclose such Confidential Information without liability hereunder.

c. Public Records Requirements Pursuant to Section 119.0701, F.S. Solely for the purpose of this section, the Customer's Contract Manager is the agency custodian of public records. If, under the Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

i. Keep and maintain public records required by the Customer to perform the service.

ii. Upon request from the Customer's custodian of public records, provide the Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the Contract if the Contractor does not transfer the records to the Customer.

iv. Upon completion of the Contract, transfer, at no cost, to the Customer all public records in possession of the Contractor or keep and maintain public records required by the Customer to perform the service. If the Contractor transfers all public records to the Customer upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the Customer's custodian of public records, in a format that is compatible with the information technology systems of the Customer.

v. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED FOR THE CONTRACT MANAGER.

d. Advertising. Unless legally obligated, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the Customer or the State in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual entities eligible to make purchases pursuant to section 12, below, or authorized distributors, dealers, resellers, or service representatives.

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

12. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the Contractor's agreement, other entities may be permitted to make purchases at the terms and conditions contained herein. Such purchases are independent of this Contract, and the Customer will not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases off this Contract must follow the provisions of sections 287.042 and 287.057(3)(b), F.S., which may require prior approval of the Department of Management Services.

State of Florida
PUR 1001
General Instructions to Respondents

Contents

1. Definitions. The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.

(b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.

(c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.

(d) "Response" means the material submitted by the respondent in answering the solicitation.

(e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2. General Instructions. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

3. Electronic Submission of Responses. Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically

associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

4. **Terms and Conditions.** All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

   - Technical Specifications,
   - Special Conditions and Instructions,
   - Instructions to Respondents (PUR 1001),
   - General Conditions (PUR 1000), and
   - Introductory Materials.

   The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

5. **Questions.** Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.
6. **Conflict of Interest.** This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.
7. **Convicted Vendors.** A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

   - submitting a bid on a contract to provide any goods or services to a public entity;

- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount ($25,000) provided in section 287.017 of the Florida Statutes.

8. **Discriminatory Vendors.** An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:
   - submit a bid on a contract to provide any goods or services to a public entity;
   - submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
   - submit bids on leases of real property to a public entity;
   - be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
   - transact business with any public entity.
9. **Respondent's Representation and Authorization.** In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).
   - The respondent is not currently under suspension or debarment by the State or any other governmental authority.
   - To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
   - Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
   - The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
   - The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
   - The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law

involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
  - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
  - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

10. **Manufacturer's Name and Approved Equivalents.** Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.
11. **Performance Qualifications.** The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain

responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

12. **Public Opening.** Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

13. **Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at https://vendor.myfloridamarketplace.com. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

14. **Firm Response.** The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

15. **Clarifications/Revisions.** Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

16. **Minor Irregularities/Right to Reject.** The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

17. **Contract Formation.** The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

18. **Contract Overlap.** Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

19. **Public Records.** Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

20. **Protests.** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

    Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

    Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

    Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

21. **Limitation on Vendor Contact with Agency During Solicitation Period**. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

ATTACHMENT D
Appendix II Information Technology Resources

☒ CHAPTER 60GG-1, F.A.C. – INFORMATION TECHNOLOGY PROJECT MANAGEMENT AND OVERSIGHT STANDARDS

Governed by the Department of Management Services' Florida Digital Service (FL[DS]), Chapter 60GG-1, Florida Administrative Code (F.A.C.), Florida Information Technology Project Management and Oversight Standards, establishes project management principles that State Agencies are required to follow when implementing information technology projects. The Department must adhere to the State project management standards and ensure that all project documentation created by the Vendor, the Department, or in collaboration, is developed and maintained in accordance with Chapter 60GG-1, F.A.C. The Vendor must be familiar with the State project management standards and be prepared to satisfy all requirements. It is important for the Vendor to recognize that documentation, monitoring, or reporting requirements may change mid-project, based on the project's FL[DS] Risk and Complexity Assessment, outlined in 60GG-1.002. The Vendor must be adaptable to changes required by Chapter 60GG-1, F.A.C., without increasing cost to the Department.

☒ CHAPTER 60GG-2, F.A.C. – FLORIDA CYBERSECURITY STANDARDS

Governed by the Department of Management Services' Florida Digital Service, Chapter 60GG-2, F.A.C., Information Technology Security, also known as the Florida Cybersecurity Standards (FCS), establishes cybersecurity standards for information technology (IT) resources. State Agencies are required to follow these standards in the management and operations of state IT resources. The Department must adhere to the Florida Cybersecurity Standards for all IT projects created by the Vendor, Department, or in collaboration. The Vendor must be familiar with the State cybersecurity standards and be prepared to work with the Department to satisfy all requirements.

☒ CHAPTER 60GG-2.002, F.A.C. SYSTEM SECURITY PLANS

In support of the Florida Cybersecurity Standards, 60GG-2, F.A.C. Rule 60GG-2.002, F.A.C., the Department requires that all IT systems have a system security plan (SSP). The SSP must address the security setup of the system, ensuring that security controls required by Section 60GG-2.003(5)(g)(4), F.A.C., are in place. The SSP must be submitted by the Vendor and approved by the Department Information Security Manager (ISM) prior to system implementation. The SSP must be completed using the SSP template made available from the Department ISM. The SSP must be submitted during the System Design/Configuration phase to allow time for changes in the security design that may be required. Upon receipt of the SSP, the Department will have ten (10) business days to review. The ISM will respond with feedback, approval, or denial of the plan. The Vendor must allow time for adjustments to the plan and resubmittal to the ISM. After the SSP is approved, the Vendor shall keep the SSP updated as necessary or upon notification by the Department of a deficiency in the SSP. Any change to the SSP must be reviewed by the Department and approved by the ISM.

☒ CHAPTER 60GG-2.002, F.A.C. BACKGROUND CHECKS FOR VENDOR STAFF

Florida Department of Transportation (Department) requires Vendor employees working on systems identified by the Department with a risk factor of moderate or higher to undergo an FBI Level II background check. The Vendor will pay the cost of their employee background checks. The Vendor will utilize the Department's Originating Agency Identifier (ORI). Contract employees must successfully pass the Level II background check before beginning work on the project.

☒ CHAPTER 60GG-2.002, F.A.C. RISK ASSESSMENTS

The Vendor that operates as a service provider agrees to perform a third-party risk assessment on Vendor-owned resources that contain Department information. The assessment will follow the schedule below, and create a risk mitigation plan that assigns risk levels and proposed controls. A Plan of Action and Milestones will be shared and communicated with the Department as risk is mitigated. An annual Attestation or Certification from a third-party assessment, or report or proof of certification such as but not limited to a System and Organization Controls (SOC) 2, International Organization for Standardization (ISO) 27001, etc. will be accepted in place of a third-party risk assessment.

Assessment categorization established as per Federal Information Processing Standards (FIPS) 199 Publication standards:

1. High – will be completed every 12 months
2. Moderate – will be completed every 18 months
3. Low – will be completed every 24 months

☒ CHAPTER 60GG-2.005, F.A.C. SECURITY INCIDENT RESPONSE

The Vendor agrees to provide a security incident response plan, which will be added as an addendum to the Department's overall security incident response plan. The Vendor's plan shall outline specific actions, response time frames, and roles and responsibilities. The Vendor agrees to align its services with the Department by monitoring and responding to security incidents of Department data and information according to section 282.318, F.S.

In the event of a security incident or breach that involves Department data or IT assets, the Vendor shall within 24 hours of discovery notify the Department's Information Security Manager (ISM) at ISM@dot.state.fl.us. In addition, the Vendor shall:

1. Take prompt corrective action to cure the incident, and any action pertinent to unauthorized disclosure required by applicable federal and state laws/regulations.
2. To the extent known, the Vendor shall provide daily status updates by 5pm EST to the ISM.
3. Vendor updates will continue until notified by the Department's ISM and will include:
    a. The nature of the unauthorized use or disclosure
    b. Any confidential information used or disclosed
    c. Who made the unauthorized use or received the unauthorized disclosure
    d. What the Vendor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure
    e. What corrective action the Vendor has taken or shall take to prevent future similar unauthorized use or disclosure
4. When notification of affected persons is required under section 501.171, F.S., the Vendor shall provide such notification, but only after the Department's written approval of the contents of the notice.

☒ CHAPTER 60GG-4, F.A.C. – Cloud Computing

For all Agreements utilizing cloud computing, the Vendor will provide demonstrated protections to ensure that systems provisioned in the cloud are appropriately secure and performant, appropriate to the workload and data hosted, and ultimately ensure the availability, integrity and confidentiality of Department's data and resources. These protections shall be documented in the Agreement.

Location and Portability of Data:
All data will be geographically located within the continental United States. Remote access to data, other than open data, from outside the United States is prohibited, unless approved in writing by the agency head or designee. The Department maintains data ownership and the Vendor will ensure portability to allow for the transfer of data from one cloud service to another. The portability method will be dependent upon data transfer requirements documented in the Agreement. The portability method shall be through an approved extract, transform, and load (ETL) process or, via an industry common electronic format using standard Application Programming Interface (API). The Vendor will clearly document its data egress charge model as part of any response to a solicitation for services.

Disentanglement Services:
If this Agreement is terminated for convenience or default or upon the Agreement completion date or expiration of the Agreement term or any extensions thereof, the Vendor shall cooperate with the Department to facilitate an effective and efficient transition to the Department's selected successor for the services. In the event of such Agreement termination, completion, or expiration, Vendor shall:

a. Provide Disentanglement Services for up to one (1) year from the date of termination, completion, or expiration. Unless otherwise agreed to by the Department in writing, the Vendor's Price Proposal, including labor rates identified in the Price Proposal, shall apply to all transition work.
b. Make all operational records, documents, data, systems, and facilities required to maintain day-to-day Customer Service Operations being rendered under this Agreement available before the date of such termination, suspension, or expiration.
c. Make all other records, documents, data, and software which is licensed to the Department and pertaining to the services rendered for this Agreement available within thirty (30) calendar days upon written notice or as otherwise provided in an executed license agreement.
d. Provide all staff necessary to facilitate transition and succession.
e. Make all necessary provisions for transferring any leases or sub-leases held by the Vendor to the Department, including without limitation, all keys, security codes and other facility access information or devices.
f. Make all necessary provisions for securing, providing, and/or granting software licenses, to continue Operations.

☐ **SOFTWARE BILL OF MATERIALS (SBOM)**

A Software Bill of Materials or "SBOM" is a formal record containing the details and supply chain relationships of various components used in building software. Many commercial off-the-shelf (COTS) software products are created by assembling existing open source and commercial software components. The purpose of the SBOM is to identify these components within a product. An SBOM is useful to those who develop or manufacture software, those who select or purchase software, and those who operate software. An SBOM allows the software developer to ensure the components are up to date and able to respond quickly to new vulnerabilities. Vendors providing software as part of this Agreement shall incorporate a widely used, machine-readable SBOM format, which will allow for greater benefits through automation and tool integration. The Department will use the SBOM to perform vulnerability or license analysis, both of which will be used to evaluate risk in a product. The use of an SBOM provides the Department with a valuable tool to understand the supply chain of software, analyze known vulnerabilities, and manage risk.

☐ **COMPUTER HARDWARE/SOFTWARE LIABILITY**

In any Agreement for the purchase or maintenance of machines or computer hardware/software or licensed programs, the Vendor's entire liability and the Department's exclusive remedy for damages to the Department

related to the machine or computer hardware/software or licensed program which is the subject of this Agreement, or maintenance thereof shall be limited to, at the Department's discretion, 1) the correction by the Vendor of the relevant defect(s); or 2) actual damages up to the greater of an amount equal to 12 months maintenance charges for said product or the purchase price of said product. Such maintenance charges will be those in effect for the specific product when the cause of action arose. The foregoing limitation of liability will not apply to (a) the payment of cost and damage awards resulting from liability in accordance with the Copyright or Patent Infringement paragraph below, or to (b) claims for reprocurement costs or to (c) claims by the Department for personal injury or damage to real property or tangible personal property caused by the Vendor's negligence or tortious conduct.

☒ **CONFLICT OF INTEREST**

To prevent any bias, unfair competitive advantage, conflict of interest, or the appearance of any type of impropriety, Vendor personnel must not have been directly or indirectly involved in the development of the Scope of Services or related solicitation documentation by the Department. If Vendor personnel worked in conjunction with the Department on the development of the solicitation document, the Vendor is prohibited from submitting a bid for this solicitation. Vendor personnel assigned to other Department projects outside this Contract, shall hold and maintain any confidential information that could benefit the Vendor on future solicitations in strictest confidence. As a condition of the Agreement, the Department may require contracted personnel to sign a nondisclosure agreement. Violation of the non-disclosure agreement by contracted personnel may result in termination of the individual, and at the Department's discretion, disqualification of the Vendor from future solicitations.

☒ **COPYRIGHT OR PATENT INFRINGEMENT**

To the extent permitted by Florida Law, the Vendor, without exception, shall save, defend and hold harmless the Department and its employees from liability of any nature or kind, including cost and expenses, for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or supplied by the Vendor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation or use of articles supplied hereunder with equipment or data not supplied by Vendor or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement. Further, if such claim is made or is pending, the Vendor may, at its option and expense, procure for the Department the right to continued use of, or replace or modify the article to render it non-infringing. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood that, without exception, the Agreement price shall include all royalties or other costs arising from the use of such design, device, or materials in any way involved in the work. Copyrighted material will be accepted, as part of a technical Quote, only if accompanied by a waiver that will allow the Department to make paper and electronic copies necessary for use by the Department staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, F.S. Therefore, such material will be subject to viewing by the public.

☒ **DATA SECURITY AND CONFIDENTIALITY**

The Vendor and its employees must comply with all Department security procedures while working on this Agreement. The Vendor shall provide immediate notice to the Department-OIT Application Services Manager and the Department – Transportation Technology Office (TTO) Information Security Manager (ISM) in the event

it becomes aware of any security breach, any unauthorized transmission of State Data as described below or of any allegation or suspected violation of the Department security procedures. Except as required by law or legal process and after notice to the Department, 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 Agreement work, including, but not limited to, Chapter 60GG-2, F.A.C., security procedures, business operations information, or commercial proprietary information in the possession of the state and/or the Department.

a. Loss of Data

In the event of loss of any Department or State data or record where such loss is due to the negligence of the Vendor or any of its subcontractors or agents, the Vendor shall be responsible for recreating such lost data in the manner and on the schedule set by the Department at the Vendor's sole expense. This supersedes Section 20 of PUR 1000, as referenced in Attachment II.

b. Data Protection

No state data or information will be transmitted to, stored in, processed in, or shipped to offshore locations or out of the United States of America, regardless of method, except as required by law. Examples of these methods include (but are not limited to): FTP transfer, DVD, tape, or drive shipping; regardless of level of encryption employed. Access to State Data shall only be available to approved and authorized staff, including remote/offshore personnel, that have a legitimate business need.

☒ **ELECTRONIC ACCESSIBILITY**

The Federal Electronic and Information Technology standard can be found at: https://www.section508.gov/. The Department standards set for section 508 compliance information for the supplies and services in this Agreement are available on the Department Standards and Guidance Set website.

☒ **GUIDELINES AND STANDARDS**

The Vendor agrees to comply with the Department's best practices and standards, including, but not limited to, the most current version available on the Department Standards and Guidelines Set website.

☐ **Purchase of Tangible Personal Property**

Contractual services that provide for the Vendor to purchase tangible personal property, as defined in Section 273.02, F.S., for subsequent transfer to the Department may be entered into only in accordance with Rule 60A-1.017, F.A.C. Technology products (e.g., software, networking equipment, etc.) purchased by the Vendor shall be subsequently transferred to the Department and shall be of first quality, supplied by the original product manufacturer or an authorized reseller, and warrantied as appropriate. Technology products procured by the Contractor outside of authorized distributors/retailers are not deemed acceptable to the Department. The Agreement shall specify the quality of the technology products to be acquired, and provisions for warranty, service, and mandatory transfer of ownership to the Department.

☒ **SECURITY OF CONFIDENTIAL PERSONAL INFORMATION**

The Vendor must implement procedures to ensure the protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of the Department, Vendor and Vendor's employees shall not divulge to third parties any confidential information obtained by Vendor or its

agents, distributors, resellers, subcontractors, officers, or employees in the course of performing work on this Agreement, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or the Department. If Vendor or Vendor's employees have access to confidential information in order to fulfill Vendor's obligations under this Agreement, Vendor agrees to abide by all applicable Department Information Technology Security procedures and policies. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Department information in Vendor's possession. Vendor shall make a report to the Department not more than seven (7) business days after Vendor learns of such use or disclosure.

Vendor's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Vendor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Vendor has taken or shall take to prevent future similar unauthorized use or disclosure.

In the event a "Security Incident" also includes a "breach of security", as defined by section 501.171, F.S., as amended, concerning confidential personal information involved with this Agreement, Vendor shall comply with section 501.171, F.S. When notification to affected persons is required under this section of the statute, Vendor shall provide that notification, but only after receipt of the Department's approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal information.

☒ **THIRD PARTY TOOLS**

Vendors may not use third-party tools which impose licensing responsibility on the Department without written approval by the Department.

☒ **TRAINING**

The Vendor shall provide, at its own expense, training necessary for keeping Vendor staff abreast of industry advances and for maintaining proficiency in equipment and systems that are available on the commercial market.

ATTACHMENT E

Monthly Collections Performance Report
Personal Accounts
As of 01/31/2024

Stratification	≤ $5.00	$5.01 - $10.00	$10.01 - $20.00	$20.01 - $50.00	$50.01 - $100.00	$100.01 - $150.00	$150.01 - $200.00	$200.01 - $500.00	$500.-1 - $1000.00	≥ $1000.01	Totals
Balance Owed											
Amount											
Florida	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Out of State	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
% of Total	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Florida	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Out of State	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Total	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
# of accounts	0	0	0	0	0	0	0	0	0	0	0
Avg $ per account	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
# of transactions	0	0	0	0	0	0	0	0	0	0	0
Avg transactions per account	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Avg $ per transaction	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Collection Summary - Current Month											
Total Amount Collected	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Net Total Amount Placed	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
% Amount Collected	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total Accounts Collected	0	0	0	0	0	0	0	0	0	0	0
Net Total Accounts Placed	0	0	0	0	0	0	0	0	0	0	0
% Accounts Collected	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Collection Summary - Current Quarter to Date											
Total Amount Collected	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Net Total Amount Placed	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
% Amount Collected	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total Accounts Collected	0	0	0	0	0	0	0	0	0	0	0
Net Total Accounts Placed	0	0	0	0	0	0	0	0	0	0	0
% Accounts Collected	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Collection Summary - Prior 4 Quarters											
Total Amount Collected - 10/01/2023 to 12/31/2023 (A)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Net Total Amount Placed - 10/01/2023 to 12/31/2023 (A)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
% Amount Collected - 10/01/2023 to 12/31/2023 (A)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total Amount Collected - 07/01/2023 to 09/30/2023 (B)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Net Total Amount Placed - 07/01/2023 to 9/30/2023 (B)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
% Amount Collected - 07/01/2023 to 09/30/2023 (B)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total Amount Collected - 4/01/2023 to 06/30/2023 (C)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Net Total Amount Placed - 04/01/2023 to 06/30/2023 (C)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
% Amount Collected - 04/01/2023 to 06/30/2023 (C)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total Amount Collected - 01/01/2023 to 03/31/2023 (D)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Net Total Amount Placed - 01/01/2023 to 03/31/2023 (D)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
% Amount Collected - 01/01/2023 to 03/31/2023 (D)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total Amount Collected - Prior 4 Qtrs [(A) + (B) + (C) + (D)]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Net Total Amounts Placed - Prior 4 Qtrs [(A) + (B) + (C) + (D)]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
% Amount Collected - Prior 4 Qtrs [(A) + (B) + (C) + (D)]	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Stratification	≤ $5.00	$5.01 - $10.00	$10.01 - $20.00	$20.01 - $50.00	$50.01 - $100.00	$100.01 - $150.00	$150.01 - $200.00	$200.01 - $500.00	$500.-1 - $1000.00	≥ $1000.01	Totals	% Ttl
Account Collection Summary												
# Accts Paid in Full - 10/01/2023 to 12/31/2023 (A)	0	0	0	0	0	0	0	0	0	0	0	0.0%
# Accts Paid >= 50% - 10/01/2023 to 12/31/2023 (A)	0	0	0	0	0	0	0	0	0	0	0	0.0%
# Accts Paid < 50% - 10/01/2023 to 12/31/2023 (A)	0	0	0	0	0	0	0	0	0	0	0	0.0%
Total Accts Paid - 10/01/2023 to 12/31/2023 (A)	0	0	0	0	0	0	0	0	0	0	0	0.0%
Net Total Accounts Placed - 10/01/2023 to 12/31/2023 (A)	0	0	0	0	0	0	0	0	0	0	0	
# Accts Paid in Full - 07/01/2023 to 09/30/2023 (B)	0	0	0	0	0	0	0	0	0	0	0	0.0%
# Accts Paid >= 50% - 07/01/2023 to 09/30/2023 (B)	0	0	0	0	0	0	0	0	0	0	0	0.0%
# Accts Paid < 50% - 07/01/2023 to 09/30/2023 (B)	0	0	0	0	0	0	0	0	0	0	0	0.0%
Total Accts Paid - 07/01/2023 to 09/30/2023 (B)	0	0	0	0	0	0	0	0	0	0	0	0.0%
Net Total Accounts Placed - 07/01/2023 to 09/30/2023 (B)	0	0	0	0	0	0	0	0	0	0	0	
Total Accts Paid in Full - Prior 2 Qtrs [(A) + (B)]	0	0	0	0	0	0	0	0	0	0	0	0.0%
Total Accounts Paid >= 50% - Prior 2 Qtrs [(A) + (B)]	0	0	0	0	0	0	0	0	0	0	0	0.0%
Sum of Accts Paid in Full + >= 50% - Prior 2 Qtrs [(A) + (B)]	0	0	0	0	0	0	0	0	0	0	0	0.0%
Net Total Accounts Placed Prior 2 Qtrs [(A) + (B)]	0	0	0	0	0	0	0	0	0	0	0	

Monthly Collections Performance Report
Commercial Accounts
As of 01/31/2024

ATTACHMENT E

Stratification	≤ $5.00	$5.01 - $10.00	$10.01 - $20.00	$20.01 - $50.00	$50.01 - $100.00	$100.01 - $150.00	$150.01 - $200.00	$200.01 - $500.00	$500.-1 - $1000.00	≥ $1000.01	Totals
Balance Owed											
Amount											
Florida	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Out of State	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
% of Total	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
% of Total											
Florida	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Out of State	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Total	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
# of accounts	0	0	0	0	0	0	0	0	0	0	0
Avg $ per account	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
# of transactions	0	0	0	0	0	0	0	0	0	0	0
Avg transactions per account	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Avg $ per transaction	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Collection Summary - Current Month											
Total Amount Collected	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Net Total Amount Placed	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
% Amount Collected	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total Accounts Collected	0	0	0	0	0	0	0	0	0	0	0
Net Total Accounts Placed	0	0	0	0	0	0	0	0	0	0	0
% Accounts Collected	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Collection Summary - Current Quarter to Date											
Total Amount Collected	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Net Total Amount Placed	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
% Amount Collected	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total Accounts Collected	0	0	0	0	0	0	0	0	0	0	0
Net Total Accounts Placed	0	0	0	0	0	0	0	0	0	0	0
% Accounts Collected	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Collection Summary - Prior 4 Quarters											
Total Amount Collected - 10/01/2023 to 12/31/2023 (A)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Net Total Amount Placed - 10/01/2023 to 12/31/2023 (A)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
% Amount Collected - 10/01/2023 to 12/31/2023 (A)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total Amount Collected - 07/01/2023 to 09/30/2023 (B)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Net Total Amount Placed - 07/01/2023 to 9/30/2023 (B)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
% Amount Collected - 07/01/2023 to 09/30/2023 (B)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total Amount Collected - 4/01/2023 to 06/30/2023 (C)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Net Total Amount Placed - 04/01/2023 to 06/30/2023 (C)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
% Amount Collected - 04/01/2023 to 06/30/2023 (C)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total Amount Collected - 01/01/2023 to 03/31/2023 (D)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Net Total Amount Placed - 01/01/2023 to 03/31/2023 (D)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
% Amount Collected - 01/01/2023 to 03/31/2023 (D)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total Amount Collected - Prior 4 Qtrs [(A) + (B) + (C) + (D)]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Net Total Amounts Placed - Prior 4 Qtrs [(A) + (B) + (C) + (D)]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
% Amount Collected - Prior 4 Qtrs [(A) + (B) + (C) + (D)]	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Stratification	≤ $5.00	$5.01 - $10.00	$10.01 - $20.00	$20.01 - $50.00	$50.01 - $100.00	$100.01 - $150.00	$150.01 - $200.00	$200.01 - $500.00	$500.-1 - $1000.00	≥ $1000.01	Totals	% Ttl
Account Collection Summary												
# Accts Paid in Full - 10/01/2023 to 12/31/2023 (A)	0	0	0	0	0	0	0	0	0	0	0	0.0%
# Accts Paid >= 50% - 10/01/2023 to 12/31/2023 (A)	0	0	0	0	0	0	0	0	0	0	0	0.0%
# Accts Paid < 50% - 10/01/2023 to 12/31/2023 (A)	0	0	0	0	0	0	0	0	0	0	0	0.0%
Total Accts Paid - 10/01/2023 to 12/31/2023 (A)	0	0	0	0	0	0	0	0	0	0	0	0.0%
Net Total Accounts Placed - 10/01/2023 to 12/31/2023 (A)	0	0	0	0	0	0	0	0	0	0	0	
# Accts Paid in Full - 07/01/2023 to 09/30/2023 (B)	0	0	0	0	0	0	0	0	0	0	0	0.0%
# Accts Paid >= 50% - 07/01/2023 to 09/30/2023 (B)	0	0	0	0	0	0	0	0	0	0	0	0.0%
# Accts Paid < 50% - 07/01/2023 to 09/30/2023 (B)	0	0	0	0	0	0	0	0	0	0	0	0.0%
Total Accts Paid - 07/01/2023 to 09/30/2023 (B)	0	0	0	0	0	0	0	0	0	0	0	0.0%
Net Total Accounts Placed - 07/01/2023 to 09/30/2023 (B)	0	0	0	0	0	0	0	0	0	0	0	
Total Accts Paid in Full - Prior 2 Qtrs [(A) + (B)]	0	0	0	0	0	0	0	0	0	0	0	0.0%
Total Accounts Paid >= 50% - Prior 2 Qtrs [(A) + (B)]	0	0	0	0	0	0	0	0	0	0	0	0.0%
Sum of Accts Paid in Full + >= 50% - Prior 2 Qtrs [(A) + (B)]	0	0	0	0	0	0	0	0	0	0	0	0.0%
Net Total Accounts Placed Prior 2 Qtrs [(A) + (B)]	0	0	0	0	0	0	0	0	0	0	0	

Monthly Collections Performance Report
Combined - Personal and Commercial Accounts
As of 01/31/2024

ATTACHMENT E

Stratification	≤ $5.00	$5.01 - $10.00	$10.01 - $20.00	$20.01 - $50.00	$50.01 - $100.00	$100.01 - $150.00	$150.01 - $200.00	$200.01 - $500.00	$500.-1 - $1000.00	≥ $1000.01	Totals
Balance Owed											
Amount											
Florida	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Out of State	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
% of Total	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
% of Total											
Florida	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Out of State	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Total	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
# of accounts	0	0	0	0	0	0	0	0	0	0	0
Avg $ per account	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
# of transactions	0	0	0	0	0	0	0	0	0	0	0
Avg transactions per account	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Avg $ per transaction	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Collection Summary - Current Month											
Total Amount Collected	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Net Total Amount Placed	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
% Amount Collected	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total Accounts Collected	0	0	0	0	0	0	0	0	0	0	0
Net Total Accounts Placed	0	0	0	0	0	0	0	0	0	0	0
% Accounts Collected	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Collection Summary - Current Quarter to Date											
Total Amount Collected	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Net Total Amount Placed	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
% Amount Collected	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total Accounts Collected	0	0	0	0	0	0	0	0	0	0	0
Net Total Accounts Placed	0	0	0	0	0	0	0	0	0	0	0
% Accounts Collected	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Collection Summary - Prior 4 Quarters											
Total Amount Collected - 10/01/2023 to 12/31/2023 (A)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Net Total Amount Placed - 10/01/2023 to 12/31/2023 (A)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
% Amount Collected - 10/01/2023 to 12/31/2023 (A)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total Amount Collected - 07/01/2023 to 09/30/2023 (B)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Net Total Amount Placed - 07/01/2023 to 9/30/2023 (B)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
% Amount Collected - 07/01/2023 to 09/30/2023 (B)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total Amount Collected - 4/01/2023 to 06/30/2023 (C)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Net Total Amount Placed - 04/01/2023 to 06/30/2023 (C)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
% Amount Collected - 04/01/2023 to 06/30/2023 (C)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total Amount Collected - 01/01/2023 to 03/31/2023 (D)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Net Total Amount Placed - 01/01/2023 to 03/31/2023 (D)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
% Amount Collected - 01/01/2023 to 03/31/2023 (D)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total Amount Collected - Prior 4 Qtrs [(A) + (B) + (C) + (D)]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Net Total Amounts Placed - Prior 4 Qtrs [(A) + (B) + (C) + (D)]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
% Amount Collected - Prior 4 Qtrs [(A) + (B) + (C) + (D)]	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Stratification	≤ $5.00	$5.01 - $10.00	$10.01 - $20.00	$20.01 - $50.00	$50.01 - $100.00	$100.01 - $150.00	$150.01 - $200.00	$200.01 - $500.00	$500.-1 - $1000.00	≥ $1000.01	Totals	% Ttl
Account Collection Summary												
# Accts Paid in Full - 10/01/2023 to 12/31/2023 (A)	0	0	0	0	0	0	0	0	0	0	0	0.0%
# Accts Paid >= 50% - 10/01/2023 to 12/31/2023 (A)	0	0	0	0	0	0	0	0	0	0	0	0.0%
# Accts Paid < 50% - 10/01/2023 to 12/31/2023 (A)	0	0	0	0	0	0	0	0	0	0	0	0.0%
Total Accts Paid - 10/01/2023 to 12/31/2023 (A)	0	0	0	0	0	0	0	0	0	0	0	0.0%
Net Total Accounts Placed - 10/01/2023 to 12/31/2023 (A)	0	0	0	0	0	0	0	0	0	0	0	
# Accts Paid in Full - 07/01/2023 to 09/30/2023 (B)	0	0	0	0	0	0	0	0	0	0	0	0.0%
# Accts Paid >= 50% - 07/01/2023 to 09/30/2023 (B)	0	0	0	0	0	0	0	0	0	0	0	0.0%
# Accts Paid < 50% - 07/01/2023 to 09/30/2023 (B)	0	0	0	0	0	0	0	0	0	0	0	0.0%
Total Accts Paid - 07/01/2023 to 09/30/2023 (B)	0	0	0	0	0	0	0	0	0	0	0	0.0%
Net Total Accounts Placed - 07/01/2023 to 09/30/2023 (B)	0	0	0	0	0	0	0	0	0	0	0	
Total Accts Paid in Full - Prior 2 Qtrs [(A) + (B)]	0	0	0	0	0	0	0	0	0	0	0	0.0%
Total Accounts Paid >= 50% - Prior 2 Qtrs [(A) + (B)]	0	0	0	0	0	0	0	0	0	0	0	0.0%
Sum of Accts Paid in Full + >= 50% - Prior 2 Qtrs [(A) + (B)]	0	0	0	0	0	0	0	0	0	0	0	0.0%
Net Total Accounts Placed Prior 2 Qtrs [(A) + (B)]	0	0	0	0	0	0	0	0	0	0	0	

Florida's Turnpike Enterprise (FTE) Interface Control Document

Confidential

October 20th, 2023
Version 1.7

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1 Introduction

This document describes in detail the file types, layouts, and descriptions surrounding the collection file exchange between the Department's CBO and the Collection Agency (CA).

1.1 Overview

Once a transaction remains unpaid for two (2) billing cycles, the transaction might be eligible for collections, as per SunPass Business Rules. Department's CBO will initiate a Quality Assurance / Quality Control (QA/QC) process, and once the QC batch gets approved, transactions will be referred to a Collection Agency.

The file exchange process between the Department's CBO and the Collection Agency is as follows:

- **Account Placement File**: Account Referral to Collection Agency.

  The system shall create an Account Placement File for transmittal to the Collection Agency(s) in a Comma Separated Variable (CSV) format, whereby data fields are delimited with a comma (,).

- **Collection Payment File**: Payment File from Collection Agency to Department's CBO.

  The Collection Payment File shall be created by the CA and transmitted to Department's CBO in CSV format.

- **Address Update File**: Address Update File to Department's CBO.

  The Address Update File shall be created by the CA and transmitted to Department's CBO in CSV format.

- **Bankruptcy File**: Bankruptcy File to Department's CBO.

  The Bankruptcy File shall be created by the CA and transmitted to Department's CBO in CSV format.

- **Deceased Notification Report**: Deceased Notification Report to Department's CBO

  The Deceased Notification Report shall be created by the CA and transmitted to Department's CBO in Excel format.

2 File Transmission

Department's CBO will upload the Account Placement File to designated directories on the Collection Agency's file server. Similarly, CA will upload the Payment, Address Update, and Bankruptcy files to designated directories on the Department's CBO Application's file server. A Secure File Transfer Protocol (SFTP) process will be established for file exchanges on both Department's CBO and CA ends. The required account, password, and incoming/outgoing folder structure will be shared and tested before the process begins.

The system shall create an Account Placement File for transmittal to the Collection Agency each week in CSV format.

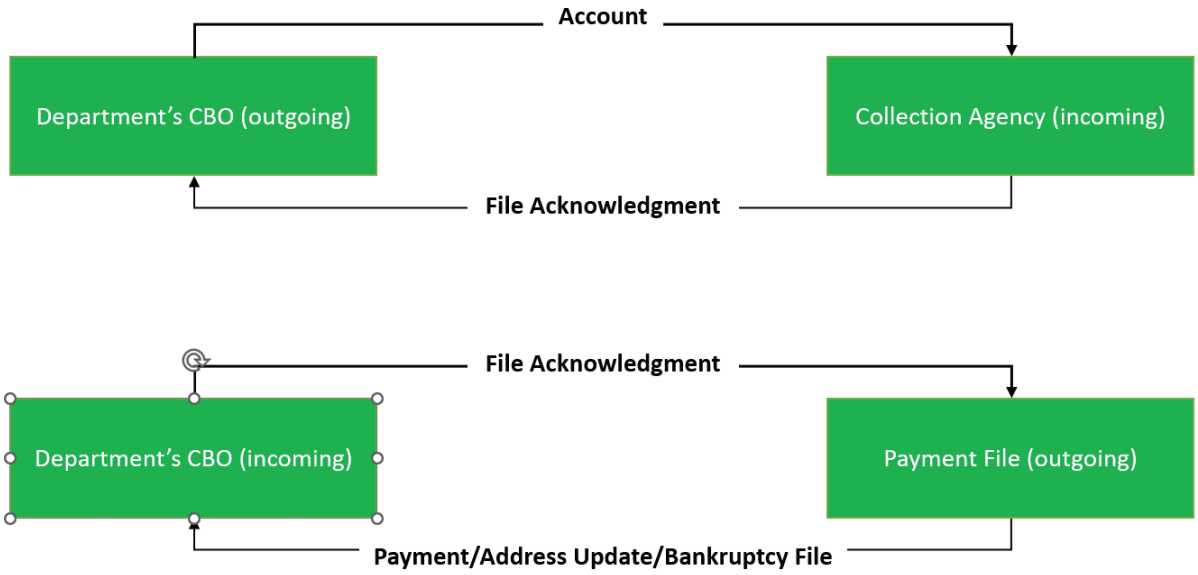


Figure 2-1: Department's CBO Collection Agency Data Flows

2.1 Account Placement File

The system shall create an Account Placement File for transmittal to the Collection Agency(s) on Sunday at 3:00 PM ET each week in CSV format. Department's CBO creates a CSV file and compresses it in a .ZIP file before transmission to the Collection Agency.

The Account Placement File shall follow the naming convention:

- COLL_Upload_Account_<COLL Agency ID>_YYYYMMDDhh24mmss.csv (uncompressed)
- COLL_Upload_Account_<COLL Agency ID>_YYYYMMDDhh24mmss.zip (compressed)

The Account Placement File is formatted with Header, Details, and Trailer records.

2.1.1 Account Placement File Header Record Layout

Table 2-1: Account Placement File Header Record Layout Naming Conventions

Field Name	Data Type	Format	Max Size	Field Description
Record Type	Constant	"CH"	2	*Collections Header record.* *Case Insensitive.*
Agency ID	Number		10	*Collection Agency ID to be provided by the Department*
Stage	Varchar	'P' or 'p' - Production file 'T' or 't' - Test file	1	*Identifies whether it is a production or test file.* *Case Insensitive.*
File Date	Date	YYYYMMDD	8	*The date file is created.*

2.1.2 Account Placement File Detail Record Layout

Detail records within the Account Placement File shall be sorted by Account Number in ascending order.

Table 2-2: Account Placement File Detail Record Layout Naming Conventions

Field Name	Data Type	Optional / Mandatory	Format	Max Size	Field Description
Record Type	Constant	M	"CD"	2	*Collections Detail record.* *Case Insensitive.*
Account number	Numeric	M		10	*Account Numbers will not be padded with leading zeros.*
Account Type	Numeric	M	01 or 02	2	01 - Prepaid Account. 02 - Postpaid Account (Registered Owner Vehicle)
Owner Type	Varchar	M	I – Individual B - Business	1	*For OOS lookups, where Owner Type is unavailable, it will be defaulted based on the following rule.* *Owner Type – 'B' if First Name is not present. Owner type – 'I' for all other cases.*
First Name on the Account	Varchar	M		17	
Last Name on the Account	Varchar	O		30	
Organization Name	Varchar	O		40	

Field Name	Data Type	Optional / Mandatory	Format	Max Size	Field Description
Unpaid Balance	Numeric (cents)	M	000000000000	12	*This is the balance on the account that is subject to CA.* *Example: '100' represents $1.00. The total length of this data cannot exceed the 12-character limitation.*
Mailing Address 1	Varchar	M	# Street, replacing all ',' with space	40	
Mailing Address 2	Varchar	O	Apt or Suite	40	
Mailing City	Varchar	M		24	
Mailing State	Alpha	M	XX (FL - Florida)	2	
Mailing ZIP	Varchar	M	99999 or 99999-9999	10	
Daytime phone	Varchar	O		10	*Default values will not be used. The field will be left blank if no value is present.*
Daytime extension	Varchar	O		5	*Default values will not be used. The field will be left blank if no value is present.*
Evening phone	Varchar	O		10	*Default values will not be used. The field will be left blank if no value is present.*
Evening extension	Varchar	O		5	*Default values will not be used. The field will be left blank if no value is present.*
DL number	Varchar	O		20	
DL State of Issue	Alpha	O	XX (FL - Florida)	2	
Email address	Varchar	O	username@domain (e.g., john.smith@example.com)	40	
Single LPN	Varchar	M	ST-XXXXXXXX	11	*The first License Plate on the account.*

Field Name	Data Type	Optional / Mandatory	Format	Max Size	Field Description
First Assignment Date	Date	M	YYYYMMDD	8	*This is the date when the account is first assigned to the CA.*
Parent Account Number	Numeric	O		8	*A prepaid account number will be provided if any ROV Account is linked to a Prepaid account.* *Additional Info: - As per SunPass Business Rules, Parent and all linked child accounts will be referred to the same CA.*
Last invoice Date	Date	O	YYYYMMDD	8	*Last invoice date and populated only in case of first time to collection placement accounts*
The last invoice due for collection	Numeric (cents)	O	000000000000	12	*The last invoice due amount is eligible for collection. Populated only in case of first-time to collection placement accounts*
Payment to debt	Numeric (cents)	O	000000000000	12	*Payments made to debt between the last invoice date and collection placement file creation date. Populated only in case of first-time to collection placement accounts*

2.1.3 Account Placement File Trailer Record Layout

Table 2-3: Account Placement File Detail Trailer Record Layout Naming Conventions

Field Name	Data Type	Format	Max Size	Field Description
Record Type	Constant	"CT"	2	*Collections Trailer record.* *Case Insensitive.*
Detail Record Count	Numeric		10	
The sum of unpaid balances	Numeric (cents)	000000000000	12	Example: '100' represents $1.00. The total length of this data cannot exceed the 12-character limitation

2.1.4 Sample Account Placement File

Table 2-4: Sample Account Placement File

Sample Account Upload Files
CH,CA001,P,20111201
CD,12345679,01,FirstName1,LastName1,,200000,123 Main St.,Apt 100,Orlando,FL,32810,1234567890,12345,1234567890,12345,12345678901234567890,FL,username1@domain.org,FL-XXXX,20210815,,20220223,000000000500,000000000100
CD,87654321,02,,OrgName2,10000,2A Alpha Drive,,Miami,FL,12345-1234,9995551212,,,,12345678,PA,username2@domain.org,FL-YYYY,20210919,,,,
CD,10000012,01,FirstName3,LastName3,,501,2304 Juniper Lane,,Altanta,GA,91426-14258,,,8885551212,,A23456,GA,username3@domain.org,FL-ZZZZ,20210919,,,,
CD,9845,01,,OrgName4,6250,921 Plaza Place,,Orlando,FL,32810,9981234567,,,,2345678901,FL,username4@domain.org,FL-AAAA,20210919,,,,
CT,4,2016751

2.1.5 Placement Acknowledgment File

Each Account Placement File sent to the CA is accompanied by a Placement Acknowledgment File with the same name as the Account Placement File but with the extension ACK. The ACK file will have only one record in a comma-separated format.

The Placement Acknowledgement File shall follow the naming convention:

- *COLL_Upload_Account_<COLL Agency ID>_YYYYMMDDhh24mmss.ACK*

Table 2-5: Placement Acknowledgment File Field Descriptions

Field Name	Description
File Name	Original File Name
Record Count	Number of Records in the file
File Processing Status	0 – Success 1 – The header count does not match the total record count. 2 – The header amount does not match the total record amount. 3 – Bad file and not able to load or process.

2.1.6 Placement Acknowledgment Report

The Collection Agency shall generate this report to acknowledge receiving and processing the Account Placement File transmitted by Department's CBO. It shall serve as an internal control by reporting any exceptions while loading the account to the CA system. Further, CA shall report the records successfully loaded broken out by accounts new to the CA and accounts already in collections with the CA.

Table 2-6: Placement Acknowledgment Report Field Descriptions

Report Field	Field Description
Total Records Sent by Department's CBO	Detail Record Count reported on the Account Placement File trailer record.
Total Records Received by CA	Number of records read from the Account Placement File detail records upon file processing.
Total Records Loaded by CA	Number of account records successfully loaded into the CA system.
Records Loaded Variance	Difference in the number of account records received and loaded.
Total Unpaid Balances Sent by Department's CBO	The sum of Unpaid Balances reported on the Account Placement File trailer record.
Total Unpaid Balances Received by CA	The sum of the Unpaid Balances read from the Account Placement File detail records upon file processing.
Total Unpaid Balances Loaded by CA	The sum of the Unpaid Balances successfully loaded into the CA system.
Accounts new to CA	The number of records successfully loaded into the CA system for accounts where the CA was not previously pursuing collections.
Accounts existing with CA	The number of records successfully loaded into the CA system for accounts where the CA was already pursuing collections.

Table 2-7: Recall Summary Report Field Descriptions

The Collection Agency shall generate this report to summarize the number of account records recalled by the Department's CBO.

Report Field	Field Description
Total Accounts Recalled	Number of account records absent on the current Account Placement File and present on the previous Account Placement File.
Account Count Variance	Difference in the number of account records sent and received.
Total Amount Recalled	The total amount associated with the accounts recalled

2.2 Collection Payment File

The Collection Payment File shall be created by the Collection Agency and transmitted to Department's CBO by 5:00 PM EST each weekday (except for Federal and Banking holidays). This file shall adhere to CSV format whereby data fields are delimited with a comma (,).

The Collection Payment File shall be compressed to a .ZIP file before transmission to Department's CBO.

The Collection Payment File shall follow the naming convention:

- COLL_Payment_< COLL Agency ID>_YYYYMMDDhh24mmss.zip (compressed)
- COLL_Payment_< COLL Agency ID>_YYYYMMDDhh24mmss.csv (uncompressed)

The Collection Payment File is formatted with Header, Details and Trailer records.

2.2.1 Collection Payment File Header Record Layout

Table 2-8: Collection Payment File Header Record Layout Naming Conventions

Field Name	Data Type	Format	Max Size	Field Description
Record Type	Constant	"CH"	2	*Collections Header record.* *Case Insensitive.*
Agency ID	Number		10	*Collection Agency ID*
Stage	Varchar	'P' or 'p' - Production file 'T' or 't' - Test file	1	*Identifies whether it is a production or test file.* *Case Insensitive.*
File Date	Date	YYYYMMDD	8	*The date file is created.*

2.2.2 Collection Payment File Detail Record Layout

Table 2-9: Collection Payment File Detail Record Layout Naming Conventions

Field Name	Data Type	Optional / Mandatory	Format	Max Size	Field Description
Record Type	Constant	M	"CD"	2	*Collections Detail record.* *Case Insensitive.*

Field Name	Data Type	Optional / Mandatory	Format	Max Size	Field Description
ID Number	Integer	M		8	*Unique transaction number maintained in the CA system.*
Account Number	Numeric	M		10	*Account number as presented by Department's CBO on the Account Placement File.*
Transaction Payment	Boolean	M	'N' - No 'Y' - Yes	1	*Identifies whether payment is at Transaction Level or Account Level* *Case Insensitive.* *Note: As per SunPass Business Rules, payments from CA will be at the Account level only (value will always be 'N'). SunPass will apply Business Rules to post to individual transactions.*
Transaction ID	Numeric	O	Transaction ID # or blank if none	18	*As per SunPass Business Rules, this field will be blank since payment is made at the Account Level.*
Payment Date	Date	M	YYYYMMDD	8	*Date payment is recorded on the CA system.*
Payment Amount	Numeric (cents)	M	000000000000	12	*Payment Amount is recorded on the CA system. A negative sign should precede the amount of credits/reversals. Payment Amount excludes Collection Fee.*

2.2.3 Collection Payment File Trailer Record Layout

Table 2-10: Collection Payment File Trailer Record Layout Naming Conventions

Field Name	Date Type	Format	Max Size	Field Description
Record Type	Constant	"CT"	2	*Collections Trailer record.* *Case Insensitive.*
Total Record Count	Numeric		10	
Total Payments	Numeric (cents)	000000000000	12	*Sum of the Payment Amount for all records contained in the file.*

Field Name	Date Type	Format	Max Size	Field Description
				Example: '100' represents $1.00. The total length of this data cannot exceed the 12-character limitation
Transaction Payment Count	Numeric		10	*A number of records where the Transaction Payment field equals "Y."*
Transaction Payments *	Numeric (cents)	000000000000	12	*Sum of Payment Amount for records where the Transaction Payment field equals "Y."*
Account Payment Count	Numeric		10	*A number of records where the Transaction Payment field equals "N."*
Account Payments *	Numeric (cents)	000000000000	12	*The sum of Payment Amount for records where the Transaction Payment field equals "N."*

***** A minus (-) sign must precede the amount if the amount is negative or a credit.

2.2.4 Payment Acknowledgment File

Each Collection Payment File received from the CA is accompanied by a Payment Acknowledgment File with the same name as the payment file but with the extension ACK. The ACK file will have only one record in a comma-separated format.

The Payment Acknowledgement File shall follow the naming convention:

- *COLL_Payment_<COLL Agency ID>_YYYYMMDDhh24mmss.ACK*

Table 2-11: Payment Acknowledgment File Field Descriptions

Field Name	Description
File Name	Original File Name
Record Count	Number of Records in the file
File Processing Status	0 – Success 1 – The header count does not match the total record count. 2 – The header amount does not match the total record amount. 3 – Bad file and not able to load or process.

Table 2-12: Sample Placement Acknowledgment File

Sample Placement Acknowledgment File
CH,CA001,T,12012011
CD,112234567894,12345678,N,20113011,10000
CD,112234567895,98765432,N,,20113011,1150
CT,2,5010596,6,4999446,2,1115

2.2.5 Payment Remittance Statement Report

The Collection Agency shall create this report on the last working day of the week (weekly) and in conjunction with the Collection Payment File. The Department's CBO will use the report to validate the payments received from the CA, monitor CA fees, and support customer inquiries when appropriate.

Table 2-13: Payment Remittance Statement Report Field Descriptions

Report Field	Field Description
Record Number	
Account Number	Customer Account Number
Account Name	Comprised of the Account holder's Last Name, a comma "," and then the Accounts holder's First Name
Organization Name	Only when available
Payment Date	Date payment processed by CA
Total Amount Remitted to Department's CBO	This amount is remitted to Department's CBO and deposited in the designated Department's bank account. Amounts in this field can be positive or negative. A negative amount could represent an NSF situation.
CA Collection Fee	This is the CA collection fee that the CA collected from the customer's payment in accordance with the Contract. Amounts in this field can be positive or negative.
Total Customer Paid	The payment amount collected from the Debtor was calculated as "Remittance Amount" + "CA Commission Fee." Amounts in this field can be positive or negative.
Unpaid Balance in Collections	The CA's calculated balance is subject to collections on Department's behalf. This field cannot be a negative value, and it must be >= $0.00.
Unpaid Balance due to Department's CBO.	Unpaid balance due to the Department if more than the Unpaid Balance in Collections, and must be >=$0.00
Over Payments	If a Debtor makes payment(s) in excess of the balance subject to collections, the overpayment(s) amount is reported in this field. This field cannot be a negative value; it must be >= $0.00.

2.3 Address Update File

This file is generated by the CA weekly (on each Friday by 5:00 PM ET). It is used to provide Department's CBO change of address information discovered by the CA. If there were no address update(s) during any particular week, this file need not be sent to Department's CBO. Initially, the contact information provided in this report will be updated on Department's CBO System's SFTP.

2.3.1 Address Update File Detail

The Address Update File will be in CSV format and shall present the following elements of information:

The Address Update File shall follow the naming convention:

- *COLL_<COLL Agency ID>_ADU_YYYYMMDDHHMMSS.csv*

Table 2-14: Address Update File Layout Naming Conventions

Field Name	Date Type	Optional / Mandatory	Format	Max Size	Field Description
Account number	Numeric	M		10	
First Name on the Account	Varchar	M		17	
Last Name on the Account	Varchar	O		30	
Organization Name	Varchar	O		40	
Address 1	Varchar	M	# Street	40	
Address 2	Varchar	O	Apt or Suite	40	
City	Varchar	M		24	
State	Alpha	M	XX	2	
ZIP*	Varchar	M	99999 or 99999-9999	10	Or Postal Code for Canadian Address.
Country	Alpha	M	USA or CANADA	6	
Daytime phone	Varchar	O		10	
Daytime extension	Varchar	O		5	
Evening phone	Varchar	O		10	
Evening extension	Varchar	O		5	
Action	Alpha	M	'U' – Address Update	1	
Update Source	Numeric	M	1 - NCOA 2 - SKIP 3 - COLL 4 - MR	5	1 – Address obtained from National Change of Address (NCOA) 2 - Address obtained from Skip tracing 3 – Obtained by a collector during a call with Debtor. 4 – For *any undeliverable/insufficient address*

*When the "+4" of the zip code is the only difference from what the Department's CBO provides to the CA, the address should not be returned as an updated address.

2.3.2 Address Update Acknowledgment File

Each Address Update File received from the CA is accompanied by an Address Acknowledgment File with the same name as the Address Update File but with the extension ACK. The ACK file will have only one record in a comma-separated format.

Table 2-15: Address Update Acknowledgment File Field Descriptions

Field Name	Description
File Name	Original File Name
Record Count	Number of Records in the file
File Processing Status	0 – Success 3 – Bad file and not able to load or process.

2.4 Bankruptcy File

This file shall be generated by the CA every week (on each Friday by 5:00 PM ET) and contains new and updated information on accounts with bankruptcy. If there were no updates (s) during any particular week, this file need not be sent to Department's CBO.

- Bankruptcy Filings
- Bankruptcy Discharges
- Bankruptcy Dismissals

Department's CBO will use the file to set or remove affected account Bankruptcy flags on charges manually.

2.4.1 Bankruptcy File Detail

The Bankruptcy File will be in CSV format and shall present the following elements of information.

The Bankruptcy File shall follow the naming convention:

- bankruptcyFileYYYYMMDDHHMMSS_NN.csv (NN – Collection agency ID)

Table 2-16: Bankruptcy File Layout Naming Conventions

Field Name	Date Type	Optional / Mandatory/ Conditional	Format	Max Size	Field Description
Filing Date	Date	M	MM/DD/YYYY	10	*Date bankruptcy was filed.*
Account number	Integer	M		10	*Account number as presented by Department's CBO on the Account Placement File.*
First Name on the Account	Varchar	M		17	
Last Name on the Account	Varchar	M		30	

Field Name	Date Type	Optional / Mandatory/ Conditional	Format	Max Size	Field Description
Organization Name	Varchar	O		40	
Case ID	Integer	O		10	
Action	Numeric	M	0 - BLANK (default) 1 - Dismiss 2 - Discharge	9	
Date of Action	Date	C	MM/DD/YYYY	10	Date of Action is required when the Action taken is 'Dismiss' or 'Discharge.'
Type of Bankruptcy	Numeric	M	1 - Chapter 7 2 - Chapter 9 3 - Chapter 11 4 - Chapter 13	10	
Notes	Varchar	O		276	*Additional information regarding the bankruptcy.*

2.4.2 Bankruptcy Acknowledgment File

Each Bankruptcy file received from the CA is accompanied by a Bankruptcy Acknowledgment File with the same name as the Bankruptcy File but with the extension ACK. The ACK file will have only one record in a comma-separated format.

Table 2-17: Bankruptcy Acknowledgment File Field Descriptions

Field Name	Description
File Name	Original File Name
Record Count	Number of Records in the file
File Processing Status	0 – Success 3 – Bad file and not able to load or process.

2.5 Transaction Real-time Interface

Collection Agencies shall pass the following information in each post request –

- Collection Agency ID as Username
- Password

Collection Agency ID and password – This information is utilized for user authentication. CA shall pass the credentials as parameters to Authentication Service for authentication.

- Account number – This is the Customer Account number for which transactions are requested.
- Format – Information can be requested in 2 formats, either CSV or HTML.

- Page – If more than one transaction page exists, then send incremental requests. The default parameter for the first request will be ‘0’.

2.5.1 Successful Response

Department’s CBO shall authenticate every Collection Agency request by retrieving the Collection Agency ID and password from the request. Department’s CBO will provide this Collection Agency ID and password.

The interface shall show the following transaction attributes for each account request:

1. Transaction ID
2. Transaction date time
3. Transaction posting date
4. License Plate State - Plate Number (ex-FL-ABC123)
5. Plaza Agency ID (Roadway Name)
6. Agency Name (THEA, MDX, FTE)
7. Collections posted date
8. Transaction amount
9. Transaction Type (Toll, Fee)
10. Invoice Number associated with the transaction

The Collection Agency can use the Invoice Number and License Plate Number to download copies of the invoice (Verification of Debt) from the Self-Service website.

2.5.2 Failed Response

1. Collection Agency authentication failed.
2. The requested Debtor account is not associated with a Collection Agency.

2.6 Creating Disputes

Collection Agencies can create disputes by passing the following information in each post request –

- Collection Agency ID as Username
- Password

Collection Agency ID and password – This information is used for user authentication. CA shall pass the credentials as parameters to Authentication Service for authentication.

- Account number - This is the Debtor account number for which a new dispute is intended. This should match the account number sent by Department’s CBO in the Account Placement File.
- Dispute Description (Free-form text field, limited to 2048 characters)

2.6.1 Successful Response

This will include a Service Request confirmation number (Case number).

2.6.2 Failed Response

1. Collection Agency authentication failed.

The requested Debtor account is not associated with a Collection Agency.

2.7 Deceased Notification Report

The Collection Agency shall generate this report weekly and contain all information they uncover concerning accounts with notices of deceased Debtors. The report must be delivered by 5 PM ET on each Friday of the calendar week.

2.7.1. Deceased Notification Report Detail

The Deceased Notification Report will be in EXCEL format and shall present the following elements of information.

- Deceased RPT YYYYMMDDHHMMSS_NN.csv (NN – Collection agency ID)

Table 2-18: Deceased Notification Report Field Descriptions

Field Name	Date Type	Optional / Mandatory/ Conditional	Format	Max Size	Field Description
Deceased Date	Date	M	MM/DD/YYYY	10	*Deceased date of the Debtor*
Account number	Integer	M		10	*Account number as presented by Department's CBO on the Account Placement File.*
First Name on the Account	Varchar	M		17	
Last Name on the Account	Varchar	M		30	
Organization Name	Varchar	O		40	*Company name or DBA*
Deceased CA ID	Integer	O		10	*Internal Collection Agency Tracking ID*
Notes	Varchar	O		276	*Additional information from the Collection Agency.*

Sample Security Plan

XXXX Example Office

XXXX Example Application (DEA)

VERSION: 8.3 REVISION DATE: August 15, 2022

Instructions:
This is a SAMPLE template of the XXXX System Security Plan.

- To request a new System Security Plan to be initiated, please email the Information Security Office. Please include the following information in this initial request: System Name and Acronym; Technology Proposal Number and ROADS ID number (if applicable). Names of the System Owner, System Developer, Project Manager and Functional Application Coordinator.
- For vendor access to the System Security Plan, please contact either the Project Manager or the Information Security Office.Upon request, we are able provide a copy of the system security plan document via XXXX secure file transfer.

Approval of the Security Plan indicates an understanding of the purpose and content described in this document, based on my areas of responsibility as listed in Section 8: Roles and Responsibilities.

Approver Name	Title	Signature	Date
System Owner	System Owner		
Functional Coordinator	Functional Coordinator		
Project Manager	Project Manager		
System Security Coordinator	System Security Coordinator		
Information Security Manager	Information Security Manager		

Approval Type	Description	Date
Plan Accepted	The Information Security Management Office (ISMO) has reviewed the Security Plan and approves the planned Security Design. The Project Team may move forward with development, purchase or configuration efforts for the System. Should the Security Design of the system change, the Security Plan must be updated and submitted for re-review.	
Vulnerability Assessment	The ISMO has completed vulnerability scans of the information technology components involved in this project. All vulnerabilities have been (1) addressed within acceptable limits or (2) accepted and documented as a risk to the project.	
Final Approval	The System has been developed and is ready for production. If the System goes through a major	

	modification or update, then the Security Plan has to be updated and approved.	

Table of Contents

Section 1 Purpose and Handling of the Security Plan Document

Note: For instructions on completing this template, please reference the XXX Security Plan Instructions.

This Security Plan outlines the security configuration of the system, identifies risks and vulnerabilities, and addresses how the risks will be mitigated. Use of this template ensures that the requirements from Chapter 60GG-2, F.A.C., are addressed. The objectives of the Security Plan are to:

- Ensure confidentiality, integrity, and availability of the system data
- Identify confidential or sensitive information in the system
- Define system security methods, requirements and procedures
- Promote consistency and uniformity in the system's security practices

The purpose of each section in this document is to address risk management and reduce exposure to the Department by identifying controls to offset threats and protect the Department's resources. All sections should be addressed, unless deemed inapplicable to your system. If a section is not applicable, please mark it accordingly in the security plan. Do not remove sections of the template.

It is expected that the Security Plan will be developed during the system development life cycle (e.g., the Security Plan may be revised after testing is complete, but before going into production). It is understood that Security Plans submitted in the early phases of development will not be able to address all questions. These questions can be addressed later as the system moves through the developmental life cycle. All questions must be answered, and the Security Plan shall have Final Approval status before the system moves to production. Information about the submission and review process for security plans can be accessed at the Instructions for Project Managers link on the Security Assessment and Authorization page.

The Security Plan is a living document that must be updated to incorporate new and/or modified security controls any time the system goes through a major modification. The plan will be maintained as changes occur to the system that could potentially impact the security of the system. Please reference the XXX Security Plan Instructions document for the conditions under which a system change will require an updated security plan to be submitted to the Information Security Management Office (ISMO) for approval.

Security Plans are considered confidential and exempt from Section 119.07(1), F.S., pursuant to Sections 282.318, F.S. System Security Plans shall only be made available to those individuals with a business need to view, process, or maintain the plan. The system Security Plan document must be stored in the Draft folder on the secured SharePoint site during the submission and review process. After approval, the Security Plan document will be moved to the Approved folder on the SharePoint site. Please contact the InfoSec team if access to a Security Plan needs to be granted for internal staff. **In the situation where the Security Plan must be shared with external staff or placed on external locations, access must be limited to only those staff with a direct need to access the Security Plan. When Security Plans must be transmitted externally, use secured methods such as the Department's File Transfer Appliance (FTA).**

Section 2 System Overview

Provide an overview of the system by completing sections below. The System Description (2.1) must include a 1-2 paragraph summary that describes the business use and key functionality of the system being developed, enhanced or purchased. Also, describe the types of users (internal, external, general public) that will utilize the system. If you will be referring to your system with an acronym, ensure that it is unique to the Department by checking the Application System List and/or the *ROADS Applications and Reporting Inventory under Configuration Items in the Cherwell Portal.*

Section 2.1 System Description

System Name (Acronym): **System URL:**	XXXX Example Application (DEA) www.dea.com/dea
Description of the System Provide a general overview of the system including the business purpose, processes and data addressed by the system. ***Optional***: *If you have system documents that would assist the ISM Team in understanding the system (user manual, functional specifications, etc.), that can be attached separately.*	
Description of System Data Describe at a high-level the data being used and/or collected. Also describe how the data will be used within the application.	
Technology Proposal link and/or Project Development website (if applicable)	
ROADS ID Number (All Systems must be entered into ROADS. Contact your Enterprise Data Steward for assistance.**)**	

Section 2.2 System Technical Details

		Server or Azure Resource Name	IP/IP Range
System Server			
(Unit Test/Dev):	☐ N/A		
(System Test):	☐ N/A		
(Production):	☐ N/A		
Database Server			
(Unit Test/Dev):	☐ N/A		
(System Test):	☐ N/A		
(Production):	☐ N/A		
Support Teams			
System Server Support Team:	☐ N/A		
Database Server Support Team:	☐ N/A		

Section 2.3 System Scope

☐	Statewide	
☐	District Specific	District(s):
☐	Office Specific	Office Name(s):
Explanation:		

Section 2.4 System Operational Status

☐	Operational	The system is operating and in production.
☐	Under Development	The system is being designed, developed, acquired or implemented.
☐	Major Modification	The system is undergoing a major change, development, or transition.
☐	Technology Refresh	The system is undergoing a major change focusing on updating the underlying technology with only minor changes to the business functionality.
☐	Other	Document details below.
Explanation (include projected implementation date if applicable):		

Section 2.5 System Type

☐	XXXX Developed System	Version:
☐	Vendor Developed System	
☐	Vendor/XXXX Joint Developed System	
☐	Commercial off the Shelf (COTS) System ☐ Managed by XXXX ☐ Managed by Service Provider	
☐	Other:	
Explanation:		

Section 2.6 Web Presence

Select all that apply:				
☐ XXXX Intranet		☐ Internet		☐ No Web Presence
Managed by:	☐ XXXX OIT	☐ XXXX Non-OIT	☐ Vendor *List Vendor Name Below*	☐ Other:
This system supports the standard XXXX browsers:			☐ Google Chrome	☐ Microsoft Edge
Explanation:				

Section 2.7 System Automated Email

Automated emails are sent to users through this system:	☐ No	☐ Yes
Email recipients are:	☐ XXXX Email Accounts*	☐ Non-XXXX Email Accounts
The email is sent from: *(List sender email address here)*	☐ XXXX Email Account	☐ Non-XXXX Email Account* *(such as a vendor service)*
*Note: If XXXX email accounts will receive automated system notifications from a non-XXXX email address, please coordinate with the Office 365 Messaging Team to ensure these emails will not be flagged as spam in Outlook. Approval for SMTP relay may also be needed and can be requested through the SMTP Relay Request Form.		
Comments:		

Section 2.8 Digital Certificates and Electronic Signatures [Link to definition]

This system uses Digital Certificates:	No ☐	Yes ☐
This system uses DocuSign for electronic signatures:	No ☐	Yes ☐
This system uses another digital certificate for electronic signatures:	No ☐	Yes ☐
Is the digital certificate on the Department's standards list? [Link to approved authorities]	No ☐	Yes ☐
Digital certificate vendor name: (list here)		
Explain how digital certificates and electronic signatures will be used in this system:		

Section 3 Authentication and Authorization Risk Analysis

Identify the risks associated with this system and document how those risks will be mitigated. Answer the questions below and provide any additional details that are pertinent. In areas where this system does not follow XXXX standards ensure to provide greater details.

Section 3.1 System Roles and System Access Requests

Complete the table below with the roles from your system. Include all roles, even those that are automatically granted broadly (example: Read Only access to anyone with an AD Account) (Sample)

All access to xxxx systems must be requested and approved through the Automated Access Request Form System. List the selections (Access Items) that are provided for each role in this system.

One or more access items should be established for a new application. Each system role listed below that can be assigned to XXXX users should be documente. If one access Item is used for more than one system role (e.g., system roles are listed in the addendum of a single entry item), please explain in the comments section below. Mark the Access Item Name as N/A if it is a read-only unauthenticated role or if the role is only assigned to external system users.

System Role	Description of System Role Capabilities, including Scope of Control	Names of AD Security Groups, RACF Profiles, ISA Roles, etc. used to grant system role.	Access Item Name
e.g., XXX System Role	*Can create and edit requests*	*XX_SS_XX_Role*	*e.g. XXX System Role*

System Role	Description of System Role Capabilities, including Scope of Control	Names of AD Security Groups, RACF Profiles, ISA Roles, etc. used to grant system role.	Access Item Name
Comments:			

Section 3.2 Authentication Method

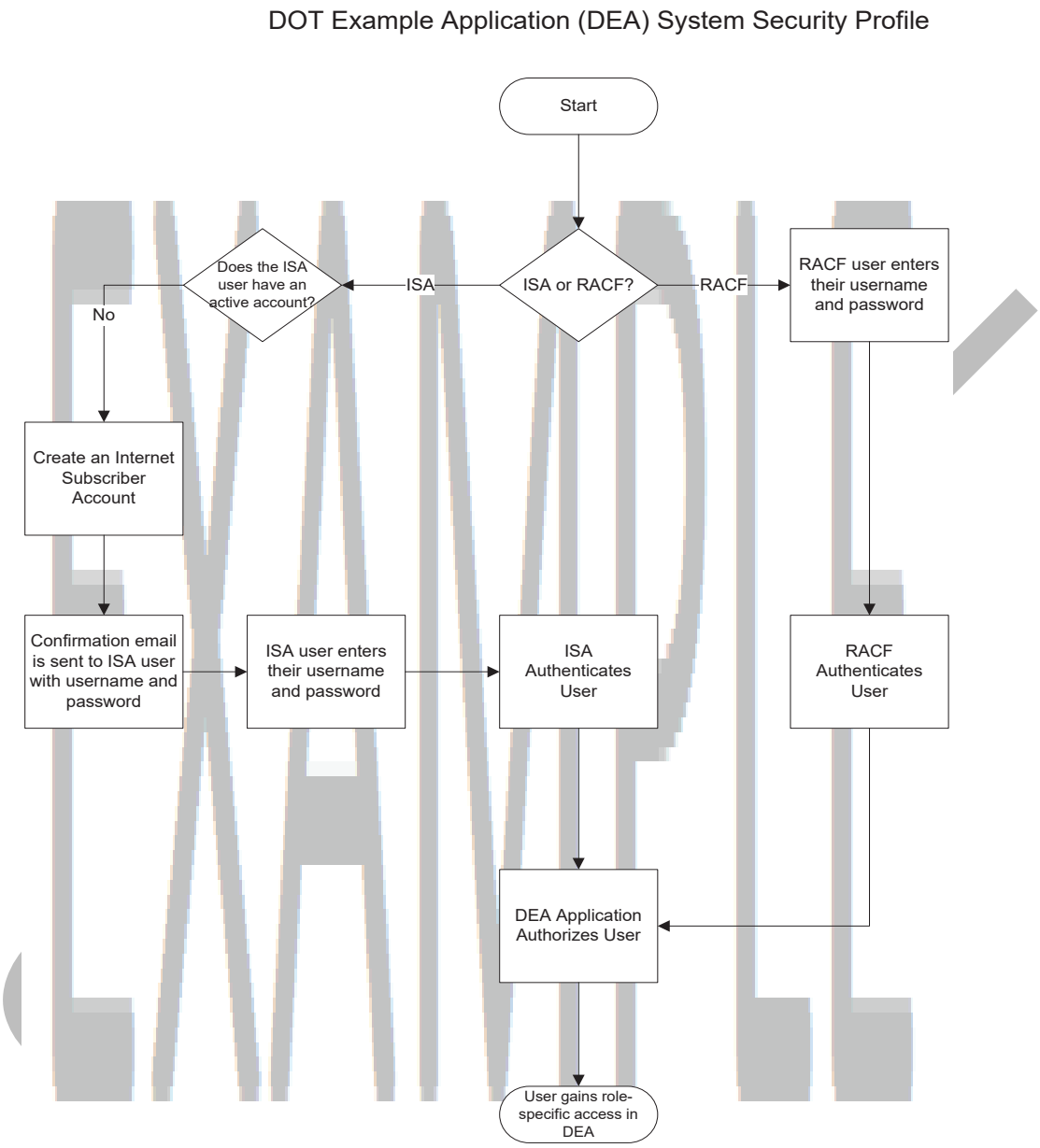
Authentication Method	**Internal Users** (XXXX Staff/ Staff Aug) [Definition]	**External Users** With an XXXX Account (i.e. RACF, ISA or Azure B2C) [Definition]	**External Users** with out XXXX Account	**Not Used**
No Access Granted. (Select if the group in the listed column has NO access to this system).	☐	☐	☐	☐
RACF (Resource Access Control Facility/Mainframe)	☐	☐	☐	☐
AD (Active Directory)	☐	☐	☐	☐
Microsoft Azure - AD	☐	☐	☐	☐
Microsoft Azure – ADFS *(If used, explain below why the standard Azure AD is not being used)*	☐	☐	☐	☐
ISA (Internet Subscriber Account)	Not Allowed	☐	☐	☐
Azure B2C	Not Allowed	☐	☐	☐
Security Token Service (STS) *(If used, explain below)*	☐	☐	☐	☐
Other Method or No Authentication Method (*If used, explain below*)	☐	☐	☐	☐
Explanation:				

Section 3.3 Authentication Details

Details Specific to This System	**Internal Users** (XXXX Staff/ Staff Aug)	**External Users** With an XXXX Account (I.E. RACF, ISA or Azure B2C) [Definition]	**External Users** with out XXXX Account	**Not Used**
Multi-Factor Authentication *If Internal/External selected, explain how implemented below*	☐	☐	☐	☐
Passwords can be reset manually by an administrator of this system	☐	☐	☐	☐
This system allows for self-service password recovery (Username or Password)	☐	☐	☐	☐
The user is forced to reset their password in this system after being reset using self-service or by an administrator of this system	☐	☐	☐	☐
This system sends out password expiration reminders	☐	☐	☐	☐
This system can disable an account programmatically	☐	☐	☐	☐
This system allows for inactivity or session timeouts	☐	☐	☐	☐
This system follows XXXX's standard password requirements *If Not Used/No selected, explain the standards that are followed below*	☐	☐	☐	☐
Explanation:				

Section 3.4 Security Profile Diagram

Provide a Security Profile Diagram for your system. The diagram should illustrate your authentication mechanism and authorization process, including what method of authentication is used as listed in Section 3.3 (i.e., AD, RACF, ISA).



Section 4 Configuration Risk Analysis

Identify the risks associated with this system and document how those risks will be mitigated. Answer the questions below and provide any additional details that are pertinent. In areas where this system does not follow XXXX standards ensure to provide greater details.

Section 4.1 Graphical User Interface

Interface Type	**Internal Users** (XXXX Staff/ Staff Aug)	**External Users** With an XXXX Account (I.E. RACF, ISA or Azure B2C) [Definition]	**External Users** with out XXXX Account
This system is accessed via a web browser	☐	☐	☐
This system is accessed via a thick application client	☐	☐	☐
This system is accessed via a mobile app	☐	☐	☐
Comments: (Please list all mobile apps)			

Section 4.2 Generic and/or Service Accounts

This system uses generic and/or service accounts	No ☐	Yes ☐

Generic and/or Service Account Name	**Purpose**	**Documented in XXXX?**
		☐
		☐
Comments:		

Section 4.3 Development Environment

This system will utilize XXXX's Development Environment Standards to establish a standard enterprise development environment. Mark this section N/A if this is a vendor developed or COTS system, and also complete Section 4.12 Securing Vendor Provided Systems.	☐ N/A	☐ Yes	☐ No

Provide a brief description about the development environment to include items such as test environments, production data replication, migration between environments, stress testing, etc. You may describe below or provide a link to an existing document or upload a document to the security plan folder.

Section 4.4 Application Programming Interfaces (API) - Consumption

This system utilizes application programming interfaces (APIs) to access other systems. List the APIs used below. If you use APIs from the XXXX Enterprise Library (FEL) you may list them separately, or just reference that the system uses FEL/FEL Version Number.	No ☐	Yes ☐

API Name	Purpose of API	Includes Confidential/PII?	Method of Securing API
		☐ No ☐ Conf ☐ PII	
		☐ No ☐ Conf ☐ PII	
		☐ No ☐ Conf ☐ PII	

Section 4.5 Application Programming Interfaces (API) – Hosted API

This system utilizes application programming interfaces (APIs) to provide/host data to other systems. List the APIs used below.	No ☐	Yes ☐

API Name	Purpose of API	Includes Confidential/PII?	API Method	Data Format	Method of Securing API
		☐ No ☐ Conf ☐ PII	☐ Restful ☐ SOAP ☐ Other	☐ XML ☐ JSon ☐ Other	
		☐ No ☐ Conf ☐ PII	☐ Restful ☐ SOAP ☐ Other	☐ XML ☐ JSon ☐ Other	
		☐ No ☐ Conf ☐ PII	☐ Restful ☐ SOAP ☐ Other	☐ XML ☐ JSon ☐ Other	

Section 4.6 System Dependencies

This system **is dependent on** or **is a dependency to** other systems. List the system(s) below. Add more lines or upload separate document to security plan folder if additional space is needed. *If you listed an API in Section 4.4 or 4.5, you do not need to list it again in this section.*	No ☐	Yes ☐

System Name	Summary of Dependency

Section 4.7 Port Settings

List all ports required by the system and provide a brief description:							
Port Number:	**Service**	**Description**	**Inbound**	**Outbound**	**Local FW**	**XXXX FW**	**XXX FW**
80	HTTP	Unsecure browsing in relation to app	☐	☐	☐	☐	☐
443	HTTPS	Secure browsing in relation to app	☐	☐	☐	☐	☐
			☐	☐	☐	☐	☐
			☐	☐	☐	☐	☐

Section 4.8 Specialty Hardware

Describe any specialty hardware that would need to be considered when reviewing the security risk of the system. Specialty hardware would be any hardware that is not XXXX standard hardware such as a custom desktop, IP cameras or a kiosk machine. Reference the manufacturer name, model or version numbers if known. Provide links to product specifications, diagrams and online manuals where possible or provide this information in an appendix.

This system contains specialty hardware	No ☐	Yes ☐

Manufacturer	Make/Model/Version	Description of Hardware

Section 4.9 Patch Management, Software Updates and Firmware Upgrades

	Managed by				
Endpoints, network equipment, and IoT devices	XXX	XXXX Enterprise Patch Mgmt. Team	District/CO OIT	Vendor / Other (List in Comments)	Not Applicable to System
Firmware upgrades	☐	☐	☐	☐	
Operating System software updates and patches	☐	☐	☐	☐	
Application/System specific software	☐	☐	☐	☐	
3rd party software updates and patches (e.g. Java, Flash Player)	☐	☐	☐	☐	☐
Specialty Hardware (As listed above)	☐	☐	☐	☐	☐
Comments:					

Section 4.10 Physical Security

This system resides at the XXXXX (XXX) Data Center and will be subjected to its physical security policies and procedures	☐
This system resides at an XXX Datacenter and will be subjected to its security policies and procedures	☐
This system resides in the XXXX Azure environment and XXXX staff/vendors will have no physical access to the system.	☐
This system resides in a location not hosted by XXXX. List the level of physical access allowed to XXXX staff/vendors. If there is physical access, explain how it is managed.	☐
Other:	☐
Explanation:	

Section 4.11 Cloud Environment

The infrastructure of this system is hosted in a cloud environment:			No ☐	Yes ☐
Cloud Model (Help):	☐ Software as a Service (SaaS)	☐ Platform as a Service (PaaS)	☐ Infrastructure as a Service (IaaS)	
Cloud Vendor used:	☐ Windows Azure	☐ Amazon Web Services	☐ Other, specify:	
IP Restrictions:	☐ None	☐ Internal Network	☐ Other, specify:	
Select services that apply:	Web Apps ☐	SQL Services ☐	Storage ☐	Virtual Machines ☐
Utilizes:	Azure Key Vault ☐		Single Sign-On ☐	
	Transparent Data Encryption (Azure SQL Service Only) ☐		Azure Disk Encryption ☐	
	Azure Application Gateway ☐ *(see document)*		App Service over HTTPS only ☐	
	Azure Access Control ☐		☐ Other, specify:	
Document steps taken according to “Azure Security Best Practices and Patterns”:				

Section 4.12 Securing Vendor Provided Systems

This system is hosted/managed by a vendor:	No ☐	Yes ☐ *Complete below and 4.12 A-C*
All default passwords on vendor provided systems have been reset	Yes ☐	No ☐
Explanation:		

4.12(A) Incident Management Contacts. Any Security Incidents which involve XXXX data, equipment or systems must be reported to the Information Security Manager. For Hosted Solutions (those not hosted/managed by XXXX) provide below a contact name, email address and/or phone number for use by the Information Security Manager for reporting and information on security incidents. Contact Name and Title: Email Address: Phone Number:		
The vendor has been made aware that all security incidents must be reported to the XXXX Information Security Manager at xxx-xxx-xxxx or Email@domain.com. If another method of reporting is used, please describe: *When reporting via email, do not include sensitive or confidential information.*	No ☐	Yes ☐

4.12(B) System Hardening Guidelines. The vendor, or other entity, provides system hardening guidelines**.** **Please document in Section 11 References and upload copies to the Draft folder*	Yes* ☐	No ☐
This system conforms to the guidelines that were provided by the vendor	Yes ☐	No ☐
Explanation:		

4.12(C) Certification or Attestation. List any certification or attestation for the system, if available.		
FedRAMP Certified (search FedRAMP) ☐	SOC 2 Compliance ☐	ISO 27000 Standards ☐
Other:		☐
Describe:		

Section 5 Data Risk Analysis

Identify the risks associated with this system and document how those risks will be mitigated. Answer the questions below and provide any additional details that are pertinent. In areas where this system does not follow XXXX standards ensure that you provide greater details.

Section 5.1 Database Information

This system utilizes database(s):		No ☐		Yes ☐
☐ Oracle	☐ MSSQL	☐ DB2	☐ Azure SQL	☐ Other, specify database:
☐ The database(s) will be managed by OIT		☐ The database(s) will be managed by non-OIT Managed by:		
If the data is stored in a cloud infrastructure, the provider has agreed not to house XXXX data offshore:		☐ Yes	☐ No	☐ Not Applicable

Section 5.2 External User Data Entry

External user roles will be entering data the Department or its constituents have a dependency on:	☐ No	☐ Yes
Explain the types of data external users will enter:		

Section 5.3 Specialized Reporting

Does this system utilize specialized reporting tools or process batch jobs outside of the primary application?	No ☐	Yes ☐
List the tool(s) used and the types of data sent in the report(s) and/or batch job(s):		

Section 5.4 Data Encryption

This system encrypts data in transit	Yes ☐	No ☐
This system encrypts data at rest	Yes ☐	No ☐
Methods used to protect the data's confidentiality:		

Section 5.5 Electronic Document Storage

This system requires the upload and attachment of electronic documents:	No ☐		Yes ☐
Attachments are uploaded by:	☐ Internal Users (XXXX Staff/ Staff Aug)	**External Users** With an XXXX Account (I.E. RACF, ISA or Azure B2C) [Definition]	☐ **External Users** with out XXXX Account
This system uses the following for electronic document storage:			
☐	Department's Enterprise Electronic Document Management System (EEDMS) - Describe the type of documents stored:		
☐	Other – Describe the type of documents stored:		
This system requires the upload of documents that may contain confidential or sensitive information:	☐ Yes		☐ No
If No is checked above, are users notified that they should not upload documents with confidential or sensitive information?	☐ Yes		☐ No

Section 5.6 Confidential or Sensitive Information and Personally Identifiable Information (PII)

This system contains information that is classified as confidential or sensitive according to the Florida Public Records Act, Section 119.071, Florida Statutes, AND / OR This system contains information that is classified as personally identifiable information (PII) according to Security of Confidential Personal Information, Section 501.171, Florida Statutes. **(Help)**	No ☐	Yes ☐ ***Complete below***

List Business Data Elements and Indicate Category: *(explain below how data will be secured)*			**Business Data Element Available To:**			****Business Data Element Included in External Transmission:** *(explain below)*		
Business Data Element Name	**Conf./ Sensitive**	**PII**	**Internal Users**	**External Users**	***Unauth. Users** *(explain below)*	**Batch Jobs**	**Reports**	**Email or FTP**
	☐	☐	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐	☐	☐

Explain the method(s) used to secure each type of confidential/sensitive information and/or PII inside the system:
***If any confidential/sensitive information or PII in the system is available to unauthenticated users (users without a system account), please explain:**
****Describe method(s) to protect data exposed through batch jobs, reports intended for extract or printing, and/or electronic means such as email or FTP:**

Section 5.7 Credit Card Processing

This system will process credit card information	No ☐	Yes ☐
Does this system allow XXXX Staff/System Users to input credit card information on behalf of someone else? If Yes, Which System Role allows this?	No ☐	Yes ☐
Does this system allow XXXX Staff/System Users to view credit card information submitted by someone else? If Yes, what information is viewable? **Viewable Information**: If Yes, which System Role allows this?	No ☐	Yes ☐
A Desk Procedure must be established to document how credit card information must be handled and protected. Include the Desk Procedure as an appendix to this plan.	Required	
Who is your Credit Card Processing Vendor?		
Reminder: Credit Card Processing Surveys are required annually by the Florida CFO. Surveys are sent directly to the System Owners for systems that process credit card transactions. These must be completed and returned.		

Section 6 Critical Resources

State whether or not the system is considered a critical resource by the system's Functional Coordinator. Explain the system criticality status, requests, events, logs, and transactional history. Also, explain the backup and recovery procedures, and the records retention requirements.

Section 6.1 System Criticality Status

Is this a Critical System? ▪ Systems and assets, whether physical or virtual so vital to the U.S. that the incapacity or destruction of such systems and assets would have **a debilitating impact on security, national economic security, national public health or safety, or any combination of those matters.** ▪ Applies to Applications, XXX Resources and Other Agency Tools	No ☐	Yes ☐
Is this a Critical Process? ▪ A process that is susceptible to fraud, cyberattack, unauthorized activity, or **seriously impacting an agency's mission.** ▪ Applies to XXXX Business Intelligence Reports, Dashboards and Other Reporting Tools	No ☐	Yes ☐
This system requires essential personnel to be on call in emergency situations	No ☐	Yes ☐
Describe:		

Section 6.2 Events, Logs, and/or Transaction History

Does this system have business unit requirements (policy, statute, functional, etc.) for audit logs, event logs or transaction history?	No ☐	Yes ☐
Explain the requirement and how it is met:		

Section 6.3 Backup and Recovery

This system's equipment resides at the following:		
XXX Datacenter		☐
District Datacenter (District #)		☐
Azure		☐
Other. Specify location:		☐
Documented backup and recovery processes at the above location(s) are followed for this system's equipment:	Yes ☐	No ☐
Explanation:		

Section 6.4 Record Retention

This system includes records that must be retained according to the State of Florida General Records Schedule GS1 or XXXX Specific Records Schedule	No ☐	Yes ☐

Schedule Item Name and Number	Minimum Retention Period	System Meets Requirement?	System Exceeds Requirement?
		Yes ☐ No ☐	Yes ☐ No ☐
		Yes ☐ No ☐	Yes ☐ No ☐

Do you have a documented manual or automated process that removes records when they have met their wanted retention? If so, describe in Explanation section below.	No ☐	Yes ☐
Explanation:		

Section 7 Federal Information Processing Standards 199 Potential Impact Categorization

The Federal Information Process Standards (FIPS), Publication 199 is the standard that determines the risk category of a system. FIPS 199 categorizes the risk of a system according to three measures: Confidentiality, Integrity and Availability. Within these three measures, a rating of Low, Medium or High is determined. The steps include:

1. Identifying the Information Types in the system.
2. Determine the potential impact of Confidentiality on all Information Types in the system.
3. Determine the potential impact of Integrity on all Information Types in the system.
4. Determine the potential impact of Availability on all Information Types in the system.
5. Identify the overall System category based on the information in steps 2-4.

Section 7.1 Identifying Information Types

Read the February 2004 Federal Information Processing Standards (FIPS) Publication and identify the potential impact for each FIPS security objective for this system and the data it will contain. Consider the impact to XXXX and the impact to any possible external users and stakeholders when determining the impact for each security objective (Confidentiality, Integrity, and Availability).

An Information Type is a specific category of information (e.g., privacy, medical, proprietary, financial, investigative, contractor sensitive, security management) defined by an organization or, in some instances, by a specific law, Executive Order, directive, policy, or regulation. For example, a vehicle rental system could have information types such as ***Vehicle Specifications, Customer Information,*** *and* ***Inventory Data****. It is understood that users could potentially enter information that is not expected. The Information Types listed here are the Information Types that* ***are expected*** *to be entered into the system by design and/or intent.*

Identify all the Information Types in the system and place them in Table 1. List those information types in Tables 2, 3 and 4 to determine the overall rating for Confidentiality, Integrity and Availability. Use this information to determine the Potential Impact Summary (Table 5). Instructions and a sample of the completed tables can be referenced in the XXX Security Plan Instructions document.

Table 1: System Information Types

DEA Information Types	
Information Type	**Description**

Section 7.2 Confidentiality Potential Impact

List each Information Type in Table 1 in Table 2 and determine the Potential Impact regarding Confidentiality.

Table 2: Confidentiality Potential Impact Table

POTENTIAL IMPACT – Confidentiality			
Confidentiality - Preserving authorized restrictions on information access and disclosure, including means for protecting personal privacy and proprietary information. [44 U.S.C., SEC. 3542]			
Information Type	The unauthorized disclosure of information could be expected to have a **limited** adverse effect on organizational operations, organizational assets, or individuals. **LOW**	The unauthorized disclosure of information could be expected to have a **serious** adverse effect on organizational operations, organizational assets, or individuals. **MODERATE**	The unauthorized disclosure of information could be expected to have a **severe or catastrophic** adverse effect on organizational operations, organizational assets, or individuals. **HIGH**
	☐	☐	☐
	☐	☐	☐
	☐	☐	☐
Overall Confidentiality *Select the highest level chosen in this table.*	**Low** ☐	**Moderate** ☐	**High** ☐

Section 7.3 Integrity Potential Impact

List each Information type in Table 1 in Table 3 and determine the Potential Impact regarding Integrity.

Table 3: Integrity Potential Impact Table

POTENTIAL IMPACT – Integrity			
Integrity - Guarding against improper information modification or destruction, and includes ensuring information non-repudiation and authenticity. [44 U.S.C., SEC. 3542]			
Information Type	The unauthorized modification or destruction of information could be expected to have a **limited** adverse effect on organizational operations, organizational assets, or individuals. **LOW**	The unauthorized modification or destruction of information could be expected to have a **serious** adverse effect on organizational operations, organizational assets, or individuals. **MODERATE**	The unauthorized modification or destruction of information could be expected to have a **severe or catastrophic** adverse effect on organizational operations, organizational assets, or individuals. **HIGH**
	☐	☐	☐
	☐	☐	☐
	☐	☐	☐
Overall Integrity *Select the highest level chosen in this table.*	**Low** ☐	**Moderate** ☐	**High** ☐

Section 7.4 Availability Potential Impact

List each Information type in Table 1 in Table 4 and determine the Potential Impact regarding Availability.

Table 4: Availability Potential Impact Table

POTENTIAL IMPACT - Availability			
Availability - Ensuring timely and reliable access to and use of information. [44 U.S.C., SEC. 3542]			
Information Type	The disruption of access to or use of information or an information system could be expected to have a **limited** adverse effect on organizational operations, organizational assets, or individuals. **LOW**	The disruption of access to or use of information or an information system could be expected to have a **serious** adverse effect on organizational operations, organizational assets, or individuals. **MODERATE**	The disruption of access to or use of information or an information system could be expected to have a **severe or catastrophic** adverse effect on organizational operations, organizational assets, or individuals. **HIGH**
	☐	☐	☐
	☐	☐	☐
	☐	☐	☐
Overall Availability *Select the highest level chosen in this table*	**Low** ☐	**Moderate** ☐	**High** ☐

Section 7.5 Potential Impact Table

The potential impact for the entire system is based on the highest value (high-water mark) represented in the Confidentiality, Integrity and Availability Tables above. Use the highest ranked value from the information types identified.

Table 5: System Potential Impact Table

POTENTIAL IMPACT SUMMARY		
Low ☐	**Moderate** ☐	**High** ☐

Section 8 Roles and Responsibilities

Identify the system roles involved in maintaining the integrity and security of the system, and identify the individuals who will fulfill the responsibilities of those roles.
NOTE: If your system does not use ISA, that section should be marked Not Applicable.

This section identifies the positions within the Department responsible for the security of the system. The policies and procedures for the system security are formulated and directed by these positions.

Section 8.1 System Owner

The System Owner is the manager responsible for the business function the system supports.

The System Owner for this system is: **System Owner**— Office

The System Owner's responsibilities include:

1. Designating an individual to serve as the System Security Coordinator
2. Designating an individual to serve as the Functional Coordinator
3. Ensuring the system is developed to comply with the XXXX policies, procedures, and other statutory requirements which apply to the business function(s) covered by the system
4. Ensuring the Project Team is made aware of business requirements which may impact the security specifications of the system. This includes information about data risk (Section 5) and data classification (Section 7)
5. Annual recertification of all user access and permission levels (this task can be delegated no lower than the System Security Coordinator)
6. Reporting any security incidents immediately to Information Security. Security incidents include, but are not limited to, unauthorized access to the system, confidential data exposure, personally identifiable information (PII) exposure, and misuse of the application or its data.

Section 8.2 System Security Coordinator

The System Security Coordinator is a representative from the functional business area charged with monitoring and implementing security controls for the system.

The System Security Coordinator for this system is: **System Security Coordinator** — Office

The System Security Coordinator's responsibilities include:

1. Verifying that all system users possess a valid XXXX user ID
2. Managing user access to the system by approving the addition and removal of user system access in XXXX as listed in Section 3.1 System Roles and System Access Requests
3. Grants the appropriate access to the system by assigning users to a group for the system's user roles listed in Section 3.1 System Roles and System Access Requests
4. Reviewing the system's Security Plan and attending security training sessions to stay informed of changes in security policies and procedures

5. Performing periodic audits of the authorized system users to ensure that only authorized personnel have access to the system and that each person has the appropriate authority for their function
6. Reporting any security incidents immediately to Information Security. Security incidents include, but are not limited to, unauthorized access to the system, confidential data exposure, personally identifiable information (PII) exposure, and misuse of the application or its data.

Section 8.3 Functional Coordinator (FC)

The Functional Coordinator serves as a liaison between the Office of Information Technology and the functional office.

The Functional Coordinator for this system is: **Functional Coordinator** — Office

The Functional Coordinator's responsibilities include:

1. Coordinating with the appropriate functional staff to clarify requests
2. Ensuring the Project Team is aware of the XXXX policies, procedures and other statutory requirements which apply to the business function(s) covered by the system
3. Establishing priorities when multiple requests exist
4. Coordinating timely and complete functional acceptance testing
5. Providing approval to progress any work from on phase to another, including final approval to move application modifications to the production environment.
6. Reporting any security incidents immediately to Information Security. Security incidents include, but are not limited to, unauthorized access to the system, confidential data exposure, personally identifiable information (PII) exposure, and misuse of the application or its data.

Section 8.4 Enterprise Data Steward

The Enterprise Data Steward (EDS) is a Data Steward who is responsible for managing the Data Steward Working Group for their assigned functional area. Data Stewards are business-focused individuals from both the District and Central Offices who serve as the business function experts for their functional area data. Enterprise Data Stewards work closely with the Data Stewards within their functional area to establish appropriate data governance policies, processes, and procedures.

Review the list of Enterprise Data Stewards or email the list xxxx-xxx Leadership for assistance in identifying the Enterprise Data Steward.

The Enterprise Data Steward for this system is: **Name** – Office

The Enterprise Data Steward's responsibilities include:

1. Lead the Data Steward Working Group
2. Ensures Data Governance Compliance
3. Works with Data Stewards and Custodians

Section 8.5 ISA System Administrator

The ISA System Administrator is responsible for assisting their system users with ISA-related issues.

The ISA System Administrator for this system is: **Name** — Office (mark this item N/A if the system does not use ISA.)

The ISA System Administrator's responsibilities include:

1. Maintaining ISA user access to the system by activating or inactivating ISA users as necessary
2. Granting the appropriate access to the system by placing them in a group for the system's user roles
3. Supporting the system's ISA users with login-related issues
4. Resetting ISA passwords for external users
5. Reporting any security incidents immediately to Information Security. Security incidents include, but are not limited to, unauthorized access to the system, confidential data exposure, personally identifiable information (PII) exposure, and misuse of the application or its data.

Section 9 XXXX Policies and Procedures

The XXXX Policies and Procedures listed below are applicable to all systems. ***Add any additional policies and procedures not listed below that are applicable to your system.***

Department of XXXXXXXXX Policies, Procedures and Governing Statutes

The Department's policies and procedures relating to access of computers and data are governed by statutes, codes and procedures. The policies and procedures identified are included in their entirety by reference and are only repeated selectively.

- Chapter 119, Florida Statutes: Public Records Law
- Chapter 282, Florida Statutes: Communications and Data Processing
- Chapter 815, Florida Statutes: Computer Related Crimes
- XXXXXXX Technology Manual, Chapter 2, *Access to the Department's XXXXXX Technology Resources*, effective July 1, 2019
- XXXXXXX Technology Manual, Chapter 5, *Electronic Security for Public Records Exemptions*, effective July 1, 2020
- Procedure 325-060-020 Security and Use of Information Technology Resources
- Florida Administrative Code 60GG-1: Project Management and Oversight
- Florida Administrative Code 60GG-2: Florida Cybersecurity Standards (FCS)
- Florida Administrative Code 60GG-5: Identity Management

Section 10 Document Revision History

Identify revisions to the document starting with initial creation. This section should be updated when an approval is required (i.e., initial creation, change request, new mandated change, etc.).

Version	Date	Name	Description
Version 1.0	Month Day, 20xx	Jim Bob	Initial creation

Section 11 References

Identify any other documents referenced in this Security Plan and provide links if they are available. This can include documents such as user manuals and functional specifications.

Document No.	Document Title	Date	Author

Section 12 Vulnerability Assessment

Information Security will conduct a vulnerability scan on the system and then analyze the results and provide any recommendations. Allow 5-7 business days for the scan, analysis, and recommendations to be complete.

NOTE: This section will be completed by the Information Security team after the Security Plan is submitted.

☐	**The resources are located in Azure.**
☐	**The resources are located in a different cloud service. Vulnerability management is handled by the company providing the service.**
☐	**Other:**
☐	**Vulnerability scans performed are listed below:**

Date Scanned	Host Name or IP Address	Scanning Tool Used	Person or Team performing scan	Summary of Scan Results

Section 13 Appendices

Include any relevant appendices.

Appendix A: Definitions and Standards

Enterprise Business Glossary

Application Owner (System Owner)

The business unit that requested the application be developed and/or purchased; the individual (usually a manager) from the business unit(s) for which an application is acquired who has responsibility and authority to make decisions related to the application, such as requirements, deliverable approvals, access, etc.

Application Programming Interface (API)

A set of routines, protocols, and tools for building software applications.

Automated Access Request Form (XXXX)

XXXX is XXXX's system to request access to applications and systems statewide. XXXX is used to request the creation of Active Directory and RACF accounts, and to request access to individual systems. XXXX presents a list of Access Items that can be requested. Some systems have multiple access items to represent the varying levels of access (referred to as roles or entitlements) that can be granted. Access requests must be approved by appropriate staff before system access is granted. The XXXX system notifies the teams that can grant access once approval is received. The XXXXXXX Technology Manual (Chapter 2, Section 2.2.1) requires that all system access is requested through XXXX **(**Instructions for including your system in XXXX).

Digital Certificates and Electronic Signatures

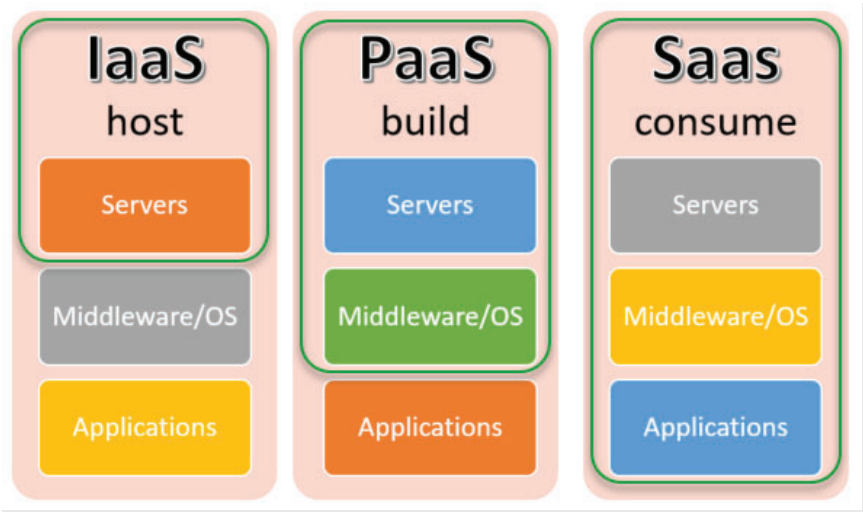
- A certified digital certificate "means a computer-based record which: identifies the certificate authority, identifies the subscriber, contains the subscriber's public key, [and] is digitally signed by the certification authority," section 668.003(1)(a)-(d), F.S.
- An electronic signature "means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record," section 668.50(2)(h), F.S.

Please see Chapter 21 of the XXXXXXX Technology Manual for XXXX's minimum requirements and standards for acquiring, managing, and using digital certificates.

Cloud Model

Describes the type of cloud service (Section 4.11 Cloud Environment).

- Software as a Service (SaaS) – Software made available by a third-party provider that hosts the application and makes it available to customers over the Internet; these are often called Web Services. Microsoft Office 365 is a SaaS offering for productivity software and email services.
- Platform as a Service (PaaS) – Hosted development tools provided on the infrastructure of a third-party provider. Users access these tools over the Internet using APIs, Web portals or gateway software. Examples of PaaS providers include Salesforce.com, Windows Azure and Google App Engine.
- Infrastructure as a Service (IaaS) – Hosted form of cloud computing that provides virtualized computing resources over the Internet.



Custom Off the Shelf (COTS)

Software or hardware products that are ready made and available for purchase by the general public.

Data Steward

Data Stewards are business-focused individuals from both the District and Central Offices who serve as the business function experts for their functional area data. They work closely with their functional area Enterprise Data Stewards to establish appropriate data governance policies, processes, and procedures.

Database

An organized collection of data including tables, schemas, views, reports, and other objects.

Encryption

The reversible process of transforming readable text into unreadable text (cipher text).

Enterprise Data Steward

The Enterprise Data Steward (EDS) is a Data Steward who is responsible for managing the Data Steward Working Group for their assigned functional area. A job role that involves planning, implementing and managing the sourcing, use and maintenance of data assets in an organization. Data stewards enable an organization to take control and govern all the types and forms of data and their associated libraries or repositories.

External Users

XXXX has two types of External Users.

- System users such as external consultants, business partners that have been assigned access to XXXX Systems using XXXX's primary authentication method (Active Directory or RACF).

System users such as citizens and business partners that have been assigned access to XXXX Systems using secondary accounts such as ISA or Azure B2C. This can, at times, include unauthenticated access

XXXX Developed System

Custom-developed by XXXX staff or staff under contract by XXXX.

XXXX's Password Requirements

For password requirements, please reach out to the Information Security office.

XXXX's Web Browser Standards (updated 08/08/2022)

1. Microsoft Edge
2. Google Chrome

Functional Coordinator (FC)

Also known as Functional Application Coordinator (FAC). A dedicated resource from the functional office assigned to serve as liaison between the Office of Information Technology and the functional office. The Functional Coordinator may act as an agent for the application owner and is responsible and accountable for: (1) coordinating with the appropriate functional staff to clarify requests, (2) establishing priorities when multiple requests exist, (3) coordinating the timely and complete functional acceptance testing, and (4) providing approvals to progress any work from one phase to another, including final approval to move application modifications to the production environment. In cases where there are three or more closely related, interdependent applications that process together as a suite, A FC must be appointed to act as the overall coordinator for the applications within the suite. The suite FC is responsible for coordinating and communicating with the individual FCs and the Application Services Bureau on issues that affect the overall suite of applications. This includes coordination and prioritization of service requests among the functional application coordinators within the suite, production support, suite-wide maintenance releases, user notification, and system integration testing coordination.

Generic Account

An approved account used for such purposes as a training room and testing computer applications that have restricted access controls in place to prevent unauthorized use.

High Availability

Refers to a system or component that is continuously operational for a desirably long length of time. Availability can be measured relative to "100% operational" or "never failing."

Information Type

A specific category of information (e.g., privacy, medical, proprietary, financial, investigative, contractor sensitive, security management) defined by an organization or, in some instances, by a specific law, Executive Order, directive, policy, or regulation.

Internal Users

System users who are XXXX staff, including staff augmentation and internal consultants.

Multi-Factor Authentication

The requirement to provide at least two methods of authentication from the following categories: knowledge (something the know, ex. password), possession (something they have, ex. debit card), inherence (something they are, ex. biometrics).

Network Port

An endpoint of communication in an operating system. A logical construct that identifies a specific process or a type of service.

Personally Identifiable Information (PII) (501.171, F.S.)

(g)1. "Personal information" means either of the following:

a. An individual's first name or first initial and last name in combination with any one or more of the following data elements for that individual:

(I) A social security number;

(II) A driver license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;

(III) A financial account number or credit or debit card number, in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account;

(IV) Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or

(V) An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.

b. A username or e-mail address, in combination with a password or security question and answer that would permit access to an online account.

2. The term does not include information about an individual that has been made publicly available by a federal, state, or local governmental entity. The term also does not include information that is encrypted, secured, or modified by any other method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable.

Project Manager

A Department employee who ensures that project scope, cost, and schedule are maintained in accordance with the baselines established in the Project Management Plan. The Project Manager is responsible to lead the project team by planning, assigning, and overseeing the deliverables of the project towards achieving the project's objectives.

Production

The Production environment is used for production work only. The System Administrators grant access to this environment for update and create authority. Developers do not have access to production or production data.

Production Migration Procedures

Upon approval by the System Owner or Functional Coordinator, the Project Manager submits an email to their Program Manager identifying the application components being requested to move to Production. The Program Manager reviews and approves the production move and emails the appropriate support group. If there are any database issues, an Electronic Florida DOT Database Administration Form is submitted by the Program Manager to the DBA group for processing.

Service Account

An account used by a computer process and not by a human (e.g., an account used by the backup process for file access). Normally service accounts may not log on to a system.

System (Application)

A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information. Information resources include components such as database servers, web servers, application servers, custom-written applications, custom off the shelf (COTS) systems and hosted arrangements such as Software as a Service (SaaS). Information systems also include specialized systems such as industrial/process controls systems, telephone switching and private branch exchange (PBX) systems, and environmental control systems.

System Administrator

A person who manages the technical aspects of a system. Individual responsible for the installation and maintenance of an information system, providing effective information system utilization, adequate security parameters, and sound implementation of established Information Assurance policy and procedures.

System Hardening

Reducing the attack surface or surface of vulnerability by following a process or by configuring a system in a particular manner.

System Owner (Application Owner)

The business unit that requested the application be developed and/or purchased; the individual (usually a manager) from the business unit(s) for which an application is acquired who has responsibility and authority to make decisions related to the application, such as requirements, deliverable approvals, access, etc.

System Security Coordinator (Application Security Coordinator)

The role assigned to individuals that are responsible for monitoring and implementing security controls and ensuring compliance with procedures for applications or information technology environments. A Traditional Select Exempt Service (SES) or Senior Management Service (SMS) manager selects computer security coordinators.

System Test

The System Test environment is the second level testing environment. This is where the Users will perform their User Acceptance testing and is the staging environment for Production migrations. The system test environment is also used for production problem resolution and debugging. This environment and the production environment should be identical in terms of system versions and programs.

Thick Client Application (Fat Client Application, Rich Client Application)

An application that resides on a computing workstation that has most resources (Hard Drives, Memory, applications, etc.) installed locally.

Unit Test

The Unit Test environment is used to perform testing of new system releases, patches and programs. It is the first level testing environment where developers can perform integration testing to ensure that the application works correctly in XXXX's server environment and with the other enterprise systems it might be interacting with.