

State of Florida
Department of Financial Services

Request for Proposals (RFP)
Number: 2324-05 RFP ICA
Actuarial Consulting Services

Procurement Officer:
Rebecca D. Hale
Government Analyst II
Department of Financial Services
Office of Purchasing and Contractual Services
200 E. Gaines Street, Larson Building
Tallahassee, FL 32399-0347
Email: DFSpurchasing@myfloridacfo.com

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.

TABLE OF CONTENTS

SECTION 1. Introduction.....4

SECTION 2. RFP Process.....8

SECTION 3. Response Instructions10

SECTION 4. Selection Methodology16

SECTION 5. Award.....18

Appendices

Letter	Name	Attachment Sub-components, If Any	To Be Completed and Returned	Attached for Reference Only
A	Standard Contract	Contract Signature Page		✓
		Attachment 1, Standard Terms and Conditions		✓
		Attachment 2, Statement of Work		✓
		Attachment 3, Price Response	✓	
		Attachment 4, PUR 1000		✓
		Addendum A, Public Records Requirements		✓
		Addendum B, Data Security Requirements		✓
		Addendum C, Relevant Portions		

		of Contractor's Response <i>(This document is not yet available.)</i>		
B	Questions Template		✓	
C	Mandatory Criteria Certification Form		✓	
D	Evaluator Score Sheet			✓
E	Award Preferences Form		✓	
F	Description of Contract Disputes Form		✓	
G	Foreign Country of Concern Attestation, PUR 1355		✓	

-Remainder of this Page is Intentionally Left Blank-

SECTION 1. INTRODUCTION

1.1 Purpose

The Department of Financial Services (Department), an agency of the state of Florida (State), is issuing this Request for Proposal (RFP) to establish a contract for actuarial consulting services. The solicitation will be administered through the Vendor Information Portal (VIP). The submitted Response must comply with the terms and conditions stated in this RFP.

The Department intends to enter into a Contract using Appendix A, Standard Contract, which is hereby incorporated by reference. The Department intends to award the Contract as provided in Section 5, Award, of this solicitation document.

1.2 Background

The Department of Financial Services (Department), Office of the Insurance Consumer Advocate (ICA), represents the general public of the state of Florida before the Department and the Office of Insurance Regulation (Office). The ICA reports directly to the Chief Financial Officer but is not otherwise under the authority of the Department. The ICA is established by section 627.0613, Florida Statutes, and receives funding from the Insurance Regulatory Trust Fund.

The ICA also represents the public in a wide range of public forums that include: Florida Commission on Hurricane Loss Projection Methodology (FCHLPM), Florida Surplus Lines Services Office (FSLSO), Florida Workers' Compensation Appeals Board (administered by the National Council on Compensation Insurance - NCCI), Florida Workers' Compensation Insurance Guaranty Association (FWCIGA), Florida Workers' Compensation Joint Underwriting Association (FWCJUA) and the Citizens Property Insurance Corporation Consumer Services Committee. Additionally, the ICA is involved or otherwise monitors the following organizations: Citizens Property Insurance Corporation, Coalition Against Insurance Fraud, National Association of Insurance Commissioners, the Florida Association of Insurance Agents, the Florida Association of Public Insurance Adjusters and the Latin American Association of Insurance Agents.

Florida's Insurance Consumer Advocate is committed to finding consumer-focused solutions to insurance issues impacting Florida's families. The contracted party for actuarial services will, as directed by the ICA, identify and represent consumer interests, research market trends and participate in regulatory proceedings regarding all insurance activities conducted under the jurisdiction of the Department of Financial Services and Office of Insurance Regulation. The contracted party for actuarial services will more specifically assist the ICA by identifying, researching, and addressing market trends to assure consumer value, promote informed consumer choices on insurance products, curtail practices harmful to the consumer, and support those beneficial to the consumer. The contracted party will assist the ICA in recommending measures that promote the goal of balancing fiscal strength with premium costs and consumer services and researching data reflecting insurance company solvency, ability to meet claim obligations, and level of service to the consumer. The contracted party will also assist in examining rate and form filings to assure that rate changes are justified and fairly apportioned and that policies clearly and accurately reflect the coverage provided. In addition to the examination of rate and form filings, actuarial services may also be utilized to assist the ICA in representing the public in a wide range of forums that include, but are not limited to, health care panels, public rate hearings, working groups, National Association of Insurance Commissioners (NAIC) working groups, statutorily appointed boards, and task forces. The contracted party may also assist in administering any additional special projects assigned by the Insurance Consumer Advocate, Chief Financial Officer, DFS, and the Florida Legislature.

In past years, actuary services were utilized on a multitude of projects assisting the mission of the ICA. Projects have ranged across all types of insurance risk, from homeowners, automobile, health, and workers' compensation insurance matters. In addition, the ICA has evaluated homeowners' insurance claims and

initiated the genesis of legislation resulting in the creation of the Homeowners' Policy & Claims Bill of Rights. The ICA has also worked on the Florida Motor Vehicle No-Fault Insurance, known as Personal Injury Protection (PIP) insurance, and established a working group to address industry trend data that was used to support legislation that limited providers that are covered under PIP and established other coverage parameters. The ICA has also studied title insurance rates and related title service charges impacting Florida consumers. Extensive industry analysis was conducted by the ICA to promote changes to healthcare policy and the initiation of legislation aimed at protecting consumers from surprise medical bills issued by providers that are out-of-network for their health insurance plans. In each legislative session, the ICA works with the Florida Department of Financial Services' staff, legislative staff, other agency personnel, and other consumer advocacy partners to craft solutions that result in benefits to consumers.

Former actuarial analysis has been utilized to examine private passenger and commercial auto, homeowners, medical malpractice, workers' compensation, general liability, and other property and casualty rate filings. Actuarial services have been utilized in an on-site representation capacity to testify at rate hearings and before legislative committees.

It is anticipated that this Contract shall provide for actuarial services on an ad hoc basis relating to the ICA's statutory duties to: recommend to the Department or Office, by petition, the commencement of any proceeding or action; appear in any proceeding or action before the Department or Office; or appear in any proceeding before the Division of Administrative Hearings relating to subject matter under the jurisdiction of the Department or Office; have access to and use of all files, records, and data of the Department or Office; examine rate and form filings submitted to the Office, hire consultants as necessary to aid in the review process, recommend to the Department or Office any position deemed by the ICA to be in the public interest; and prepare an annual budget for presentation to the Legislature by the Department, which budget must be adequate to carry out the duties of the ICA.

For more information regarding the ICA, see the section 627.0613, Florida Statutes (F.S.), and the Department of Financial Services' ICA website at <https://www.myfloridacfo.com/Division/ICA/>.

1.3 Term

The initial term of the Contract will be five (5) years beginning on the date of execution of the resulting Contract. The Contract may be renewed, in whole or in part, for up to five (5) years in accordance with section 287.057(14), F.S. Renewal(s) will be made at the renewal pricing specified in the Contract.

1.4 Definitions

The following definitions apply to this RFP document:

Business Days – Monday through Friday, inclusive, except for State government holidays and Department office closures.

Confidential Information – Any documents, data, or records that are confidential and not subject to disclosure pursuant to chapter 119, F.S., the Florida Constitution, or any other legal authority.

Contract – The agreement that results from this competitive solicitation, if any, between the Department and the awarded Respondent.

Contractor – The selected Respondent that executes the Contract with the Department pursuant to this RFP.

Department – The Department of Financial Services

Respondent – An entity that submits a Response to this solicitation.

Response – A formal response to this solicitation.

State - The state of Florida.

Vendor Information Portal (VIP) - The State's eProcurement vendor information system at <https://vendor.myfloridamarketplace.com>

If more than one (1) contract is awarded, then the use of the terms "Contract," "Contractor," "Response," and "Respondent," includes the plural when applicable.

1.5 Procurement Officer

Pursuant to section 287.057(25), F.S., the Department's Procurement Officer (Procurement Officer) is the sole point of contact for this solicitation.

The Procurement Officer is:

Rebecca D. Hale
Government Analyst II
Office of Purchasing and Contractual Services
Department of Financial Services
Email: DFSpurchasing@myfloridacfo.com

PLACE THE SOLICITATION NUMBER IN THE SUBJECT LINE OF ALL EMAILS TO THE PROCUREMENT OFFICER.

Please note that questions will NOT be answered by telephone. All inquiries must be directed to the Procurement Officer in writing. For expediency, the Procurement Officer at her sole discretion may initiate phone calls to Respondents to resolve procedural or administrative issues.

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.**

Any such contact by any person with a relevant business relationship with a Respondent or an existing or prospective subcontractor to a Respondent is assumed to be contact on behalf of a Respondent unless shown otherwise.

1.6 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Procurement Officer. Requests for accommodations for meetings must be made at least five (5) Business Days prior to the meeting. A person who is hearing or speech impaired can contact the Procurement Officer by using the Florida Relay Service at (800) 955-8771 (TDD).

1.7 Cooperation with Inspector General

By providing a Response to this solicitation, the Respondent understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing, in the event Respondent is awarded the Contract. The Respondent will comply with this

duty and ensure that subcontracts issued under the Contract, if any, impose this requirement, in writing, on its subcontractors.

1.8 Commitment to Diversity in Government Contracting

The State is committed to supporting its diverse business industry and population through ensuring participation by woman-, veteran-, and minority-owned business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects certified business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State to consider participating in this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or osdinfo@dms.myflorida.com.

The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this solicitation enthusiastically embrace diversity. The award of subcontracts should reflect the vast array of citizens in the State. The Contractor can contact the Office of Supplier Diversity at (850) 487-0915 for information on certified business enterprises that may be considered for subcontracting opportunities.

1.9 Convicted Vendor List

Pursuant to section 287.133(2)(a), F.S., “[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 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, F.S.] for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

1.10 Discriminatory Vendor List

Pursuant to section 287.134(2)(a), F.S., “[a]n 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 any public entity; and may not transact business with any public entity.”

1.11 Antitrust Violator Vendor List

Pursuant to section 287.137(2)(a), “[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.”

SECTION 2. RFP PROCESS

2.1 Overview of the RFP

The RFP is a method of competitively soliciting a commodity or contractual service under chapter 287, F.S. Under this RFP, there will not be a pre-Response conference. Vendors may submit questions regarding this RFP to the Department during the Question and Answer Period.

Respondents must submit Responses by the deadline listed in Section 2.2, Timeline. The Department will open Responses at a public opening. After the public opening, the Procurement Officer will review Responses in accordance with Section 4.1, Review of Mandatory Responsiveness Requirements. Responses that the Procurement Officer determines are responsive to the RFP will be evaluated by the evaluation team. After evaluation, the Procurement Officer will compile the final evaluation scores and add the points awarded for price, as further detailed below. If the Department awards a Contract resulting from this RFP, the Department will award the Contract to the responsible and responsive Respondent whose Response is deemed the most advantageous to the State based upon the criteria set forth in the RFP, as determined by total points awarded (i.e., the highest scoring Respondent).

This section is only intended to be an overview. Read the solicitation in its entirety for further details. In the event of a conflict between this overview and another section of this RFP document, the other section of the RFP document will control.

2.2 Timeline

The following timeline will be strictly adhered to in all actions relative to this solicitation. The Department reserves the right to adjust this timeline by posting addenda on the VIP. It is the Respondent's responsibility to check VIP on a regular basis for such updates.

Event	Event Time Eastern Time (ET)	Event Date
RFP posted on the VIP.	NA	2/19/2024
Deadline to submit questions to Procurement Officer.	5:00 P.M.	2/26/2024
Anticipated date to post answers to Respondents' questions on VIP.	3:00 P.M.	3/1/2024
Deadline to submit Responses and all required documents to the Department.	4:00 P.M.	3/13/2024
Public Response opening. Department of Financial Services 200 E. Gaines Street, Larson Building Tallahassee, FL, 32399 NOTE: The public opening will also be conducted via conference call. To attend the public opening call 888-585-9008 and when prompted use Conference No.: 819-252-704. Attendance at this public opening is not required.	4:15 P.M.	3/13/2024
Anticipated date to post Notice of Intent to Award on VIP.	N/A	4/8/2024

Event	Event Time Eastern Time (ET)	Event Date
<u>Anticipated</u> Contract start date.	N/A	9/30/2024

2.3 Pre-Response Conference

The Department will not hold a pre-Response conference.

2.4 Question and Answer Period

Vendors may submit written questions to the Procurement Officer by the deadline listed in Section 2.2, Timeline. Questions may include requests for clarification regarding the terms, conditions, and requirements of the RFP and its appendices, and any processes described in those documents. If terms included in Appendix A, Standard Contract, are impractical or, for legal or operational reasons, impossible, vendors must submit a question requesting modification of the Standard Contract terms, and the Department will issue an addendum to this RFP if such modifications are acceptable to the Department.

PLACE THE SOLICITATION NUMBER IN THE SUBJECT LINE OF ALL EMAILS CONTAINING QUESTIONS.

Submit questions using Appendix B, Questions Template, which is posted to the VIP with this RFP.

Questions do not constitute a formal protest of the specifications or of the RFP.

The Department will provide an answer to all written questions that are timely submitted through an addendum that is posted on the VIP. If modifications are made to the RFP document or appendices, the Department will post the modifications in an addendum on the VIP.

2.5 Public Opening of Responses

The Department will open the Responses in a public opening at the date, time, and location noted in Section 2.2, Timeline. Please note, the public opening will also be conducted via conference call as stated in Section 2.2, Timeline.

2.6 Addenda to the RFP

The Department reserves the right to make changes to this RFP by posting addenda on the VIP. It is the Respondent’s responsibility to check for any posted addenda on the VIP.

2.7 Contract Formation

The Department will enter into a Contract with each Respondent awarded pursuant to Section 5, Award. The Contract will consist of the documents listed under Appendix A, Standard Contract, in this RFP document’s Appendices Table.

The Respondent shall bring any perceived inconsistencies among any of the provisions of the RFP and its attachments to the attention of the Department prior to the submission of its Response. At any time during the solicitation, the Department may specifically identify and incorporate by reference any additional documents which are to be incorporated into the Contract.

SECTION 3. RESPONSE INSTRUCTIONS

3.1 Instructions to Respondents

This section contains the General Instructions (PUR 1001) and Special Instructions to Respondents. The PUR 1001 can be accessed at

http://dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms.

The Special Instructions are in the remainder of Section 3 of this RFP document. In accordance with Rule 60A-1.002, F.A.C., in the event any conflict exists between the Special Instructions and General Instructions, the Special Instructions will prevail.

Section 13 of the PUR 1001 is replaced by Section 5.3 of the RFP. Sections 3, 5, and 9 of the PUR 1001 are replaced with the following:

Section 3. Electronic Submission of Responses.

Responses shall be submitted in accordance with Section 3.4, How to Submit a Response, of the RFP document.

Section 5. Questions.

Questions shall be submitted in accordance with Section 2.4, Question and Answer Period, of the RFP document.

Section 9. Respondent's Representation and Authorization.

(a) In submitting its Response, the Respondent understands, represents, and acknowledges the following:

- The Respondent is not currently under suspension or debarment by the state of Florida or any other governmental authority.
- The Response 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 Respondent will conform to this RFP; Attachment 2, Statement of Work; and all attachments and addenda without exception or caveat.
- 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 Department.
- 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 Department 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 Response.
- All information provided by, and representations made by, the Respondent may be considered material and may be relied upon by the Department in awarding the Contract. Any misstatement may be treated as fraudulent concealment from the Department of the true facts relating to submission of the Response. A misrepresentation shall be punishable under law, including, but not limited to, chapter 817, F.S.

(b) In submitting a Response, the Respondent understands, represents, and acknowledges the following (NOTE: If the Respondent cannot certify to any of following, the Respondent shall

submit with its Response a written explanation of why it cannot do so. The Respondent's explanations may result in the Respondent being found to not be a responsible or responsive vendor as defined in sections 287.012(25) and (27), F.S.):

- 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 of Florida, including a claim by the state of Florida for liquidated damages under any other contract.
- The Respondent has fully informed the Department in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a), F.S.), 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 and 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.

3.2 Mandatory Responsiveness Requirements

A Respondent whose Response does not meet the mandatory responsiveness requirements listed below will be deemed non-responsive and will not be considered for contract award.

The mandatory responsiveness requirements are as follows:

1. The Response must include a completed, Attachment 3, Price Response.
2. The Response must include an Appendix C, Mandatory Criteria Certification Form, that meets the requirements provided in Section 3.3.3(A), Mandatory Criteria Certification.
3. The Response must include a completed, Appendix G, PUR 1355, Foreign Country of Concern Attestation.

The Department will not evaluate a Response from a Respondent that does not meet the mandatory responsiveness requirements. A Response that meets the mandatory responsiveness requirements listed above is presumed to conform in all material respects to the solicitation. The Department reserves the right to re-evaluate its responsiveness determination at any time during the solicitation.

3.3 Contents of the Response

The Department requests that Responses be organized in sections as provided below. See Sections 4.2-4.3 of this RFP for how Responses will be evaluated during the evaluation phase.

3.3.1 Volume 1: General Information

The Department requests that the Respondent:

A. Cover Letter

Submit a cover letter on the Respondent's letterhead that contains the following information:

1. The name and principal place of business of the Respondent;
2. The Respondent's Federal Employer Identification Number (FEIN); and
3. The name, title, mailing address, telephone number, and e-mail address of the Respondent's contact person for purposes of the RFP and, if available, an alternate contact person.

B. Responses or Disclosures Required by the PUR 1001.

1. Submit any disclosures required by Section 6 of the PUR 1001.
2. Submit any disclosures required by Section 9 of the PUR 1001, as modified by Section 3.1 of this RFP. If unable to certify to any of the provisions of part (b) of Section 9 of the PUR 1001, as modified by Section 3.1 of this RFP, submit a written explanation of why the Respondent cannot do so. The Respondent's explanations may result in the Department finding the Respondent not to be a responsible or responsive vendor as defined in sections 287.012(25) and (27), F.S. No exceptions to part (a) of Section 9 of the PUR 1001, as modified by Section 3.1 of this RFP document, will be accepted.

C. Award Preferences Form

Submit a completed Appendix E, Award Preferences Form. (Refer to Section 5.2, Award Preferences for Identical Evaluation of Responses, for further information on how this form will be used.) A Respondent who fails to submit a completed Appendix E, Award Preferences Form, as part of its Response will be considered to have no award preference if the Department's evaluation results in two or more Responses receiving an identical highest score.

D. Conflict of Interest

Submit a letter relating to any potential conflicts of interest. If the Respondent does not have a financial interest in, or other conflict of interest with another business entity which would affect its ability to perform the services required under the Contract, it must submit a letter certifying the same.

E. Disclose of Contract Disputes

Submit a completed Attachment F, Description of Contract Disputes Form.

3.3.2 Volume 2: Technical Response

The Technical Response must be organized in the following sections and should contain the information described below. Do not include price information in the Technical Response. Failure to follow this outline and the instructions contained in the RFP may result in the rejection of the Response. The information provided in a Technical Response should be clearly and concisely stated in unambiguous terms.

A. Narrative on Experience and Ability

The Respondent should provide the following:

1. Narrative on Respondent's corporate business purpose.

2. Narrative of Respondent's company, how it is organized, and the resources it has available to perform the services.
3. Narrative on the Respondent's prior relevant experience and ability to provide these services to include experience in the property and casualty, life and health, and workers' compensation insurance market.
4. Respondent's organizational chart.
5. Identification of the Respondent's personnel who will perform the services, if awarded, and what makes each suitable for his/her designated role in performing the services to include the following:
 - a. Credentials
 - b. Specific experience
 - c. Special expertise
 - d. Education
 - e. Position in the company
 - f. Years with the company
6. Examples of similar services provided in the last three (3) years.

B. Respondent's Proposed Approach

1. The Respondent must provide a comprehensive plan that sets out the methodology it intends to employ in providing the requested services.
2. The Respondent must provide comprehensive narrative statements that set out the comprehensive plan it intends to follow and illustrate how the plan will serve to accomplish the requested tasks described in the statement of work.

3.3.3 Volume 3: Mandatory Responsiveness Requirements

The Respondent shall:

A. Mandatory Criteria Certification

Submit an Appendix C, Mandatory Criteria Certification Form, that provides a "Yes" Certification Answer for each Certification Question. A Respondent's failure to provide a "Yes" Certification Answer for each Certification Question will result in the Respondent being deemed non-responsive.

B. Price Response

Submit a completed Attachment 3, Price Response.

C. PUR 1355, Foreign Country of Concern Attestation

Submit a completed Appendix G, PUR 1355.

3.4 How to Submit Part A of the Response

The Respondent should submit:

- One (1) original version of each volume of the Response.
- The Respondent should include the originals of any documents required to be signed as part of the Response. The Respondent must label the cover and spine of the volumes "Original – Volume _____, Binder _____ of _____," and include the Respondent's name, and the RFP number.
- Three (3) additional copies of Volume 2 of the Response.

- The Respondent should include exact copies of the original Volume 2 of the Response. The Respondent should label the cover and spine of the volumes “Copy # _____, Volume # _____, Binder _____ of _____,” and include the Respondent’s name, and the RFP number.
- One (1) scanned copy of the entire Response on a flash drive, with large files scanned as separate .pdf files.
- One (1) REDACTED scanned copy of the Response, if applicable (see Section 3.6, Confidential Response Materials and Redacted Submissions) on a flash drive. The Respondent must ensure that all metadata has been removed from the files in the redacted copy.

Note: The Respondent may use an alternate method of binding other than a binder and include separate tabs or other methods of separation for the volumes of the Response in lieu of separate binders.

Responses must be delivered in sealed packages to the Department of Financial Services at 200 East Gaines Street, Larson Bldg., Suite 146 – Office of Purchasing and Contractual Services, Tallahassee, Florida 32399-0347, by the deadline listed in the Timeline in Section 2.2, Timeline. The Respondent must clearly label the outside of the sealed packages with the RFP number and Respondent’s name.

SECTION 2.2, TIMELINE, SPECIFIES THE DEADLINE AND LOCATION FOR RESPONSE SUBMISSION. RESPONSES SUBMITTED BEYOND THE DEADLINE OR TO A DIFFERENT LOCATION WILL NOT BE CONSIDERED.

3.5 Disclosure of Response Contents

All documentation submitted as a Response to the RFP will become the exclusive property of the Department and will not be returned to the Respondent. Responses received by the Department may be disclosed pursuant to a public records request, subject to any confidentiality claims and the timeframes identified in section 119.071(1)(b), F.S. The Department has the right to use any or all ideas or adaptations of the ideas presented in any Response. Selection or rejection of a Response will not affect this right.

3.6 Confidential Response Materials and Redacted Submissions

In addition to the public records requirements of the PUR 1001, section 19, if the Respondent considers any portion of its Response to be Confidential Information or exempt from disclosure under Chapter 119, F.S., or other legal authority (Public Records Law), then the Respondent must simultaneously provide the Department with an unredacted version of the materials and a separate redacted electronic copy of the materials. If providing both a redacted and unredacted copy, the Respondent should mark the unredacted version of the document as “Unredacted Version – Contains Confidential Information” and place such information in an encrypted electronic form or a sealed separate envelope. If the Respondent fails to submit a Redacted Copy of its Response, the Department is authorized to produce the entire unredacted Response submitted to the Department in response to a public records request.

3.6.1 Redacted Submissions

If submitting a redacted version of its Response, the Respondent should mark the redacted electronic copy with the Respondent’s name, Department’s RFP name and number, and the words “Redacted Copy.” The Redacted Copy should only redact those portions of material for which a Respondent can legally support a claim that the information is Confidential Information or exempt from disclosure pursuant to Public Records Law. In the Redacted Copy, the Respondent shall redact and maintain in confidence any materials the Department provides or seeks regarding security of a proposed technology system or information subject to sections 119.011(14), 119.071(1)(f), and 119.071(3), F.S.

In addition, the Respondent must submit a separate index listing the Confidential Information or exempt portions of its Response. The index should briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption.

The Redacted Copy will be used to fulfill public records and other disclosure requests and will be posted on the FACTS website. The Department will follow the procedures identified in the Standard Contract's Addendum A, Public Records Requirements, if the Department receives a further request for Confidential Information or exempt material that has been clearly identified as such in writing by the Respondent.

3.6.2 Respondent's Obligations to Defend its Claims

The Department is not obligated to agree with a Respondent's claim of exemption or Confidential Information. By submitting a Response, the Respondent agrees to defend its claim that each and every portion of its redactions is exempt from inspection and copying under Florida's Public Records Law. By submitting a Response, the Respondent agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its Response are Confidential Information or otherwise not subject to disclosure. The Department may use the counsel of its choosing to defend any such claims, and the Respondent shall promptly pay the Department's invoices for legal services on a monthly basis for all costs and expenses, including legal fees, incurred in defending such claims.

3.7 Withdrawal and Modification of Responses

The Respondent may modify its Response at any time prior to the submittal deadline by submitting a request to the Procurement Officer. A submitted Response may be withdrawn from consideration by the Department if the Respondent submits a signed, written request for withdrawal to the Procurement Officer within seventy-two (72) hours after the deadline for Response submittal.

3.8 Reservations

In addition to any other rights reserved or afforded to the Department under this RFP and under applicable law, the Department reserves the right to:

1. Cancel this RFP at any time prior to the Department's execution of the Contract, without incurring any cost obligations or liabilities.
2. Accept or reject any Response at any time.
3. Terminate evaluation of any Response at any time.
4. Modify any dates set or projected in this RFP.
5. Waive minor informalities or irregularities in Responses.

3.9 Additional Information

The Department reserves the right to seek information from outside sources regarding the Respondent and the Respondent's offerings, capabilities, references, or performance, if the Department determines that such information is pertinent to the RFP. The Department may consider such information throughout the solicitation process including, but not limited to, when determining whether the award is ultimately the most advantageous to the State. This may include, but is not limited to, the Department engaging consultants, subject matter experts, and others to ensure that the Department has a complete understanding of the information provided by Respondents in response to the RFP.

SECTION 4. SELECTION METHODOLOGY

4.1 Review of Mandatory Responsiveness Requirements

The Procurement Officer will review each Response to determine whether the Response satisfies the requirements of Section 3.2, Mandatory Responsiveness Requirements. Only those Responses that meet the mandatory responsiveness requirements will be evaluated. A Respondent who submits Response that does not satisfy the requirements of Section 3.2, Mandatory Responsiveness Requirements, will be deemed non-responsive and will not be scored.

4.2 Evaluation Team

The Department's evaluation team will consist of at least three (3) persons who collectively have experience and knowledge in the program area and service requirements for the contractual services sought under the RFP.

4.3 Evaluation Criteria

Each Response will be evaluated as set forth in the remainder of this Section 4.3, Evaluation Criteria. The Procurement Officer will add a Respondent's Technical Response Score (as described in 4.3.1) and Price Response Score (as described in 4.3.2) to determine the total points awarded to the Respondent. The total number of points available to a Respondent for this RFP is 136 points. The total points awarded for each Respondent will be used to determine the final ranking of Respondents.

4.3.1 Evaluation of Technical Response

Each evaluation team member will independently evaluate each Respondent's Volume 2: Technical Response against the evaluation criteria set forth in Appendix D, Evaluator Score Sheet. The maximum score for each criterion is set forth in Appendix D, Evaluator Score Sheet. The maximum available points for the evaluation of the Technical Response is one hundred (100) points. The Procurement Officer will add the score awarded by each evaluator for a Respondent and divide the total by the number of evaluators to determine a Respondent's Technical Response Score.

4.3.2 Price Response

The Procurement Officer will score Attachment 3, Price Response. Price Responses for the initial Contract term will be awarded a maximum of twenty (20) points. Price Responses for the renewal period will be awarded a maximum of sixteen (16) points. A Respondent's Price Response Score will be determined based on the following formula:

Price Response Score = Total Score for Initial Term + Total Score for Renewal Term

A. Total Score for Initial Term:

The Total Score for Initial Term will be determined based on the following formula:

Deliverable No. 1: Maximum Points Available = 5
(Lowest Respondent's Fixed Hourly Rate/Respondent's Fixed Hourly Rate) x (Maximum Points Available) = Initial Score for Deliverable No. 1

Deliverable Nos. 2 through 4: Maximum Points Available = 15
(Lowest Respondent's Fixed Hourly Rate / Respondent's Fixed Hourly Rate) x (Maximum Points Available) = Initial Score for Deliverable Nos. 2 through 4

Total Score for Initial Term = Initial Score for Deliverable No. 1 + Initial Score for Deliverable Nos. 2 through 4

B. Total Score for Renewal Term:

Deliverable No. 1: Maximum Points Available = 4
(Lowest Respondent's Fixed Hourly Rate / Respondent's Fixed Hourly Rate) x (Maximum Points Available) = Renewal Score for Deliverable No. 1

Deliverable Nos. 2 through 4: Maximum Points Available = 12
(Lowest Respondent's Fixed Hourly Rate / Respondent's Hourly Rate) x (Maximum Points Available) = Renewal Score for Deliverable Nos. 2 through 4

Total Score for Renewal Term = Renewal Score for Deliverable No. 1 + Renewal Score for Deliverable Nos. 2 through 4

-Remainder of Page Intentionally Left Blank-

SECTION 5. AWARD

5.1 Basis of Award

If the Department awards a Contract resulting from this RFP, the Department will award the Contract to the responsible and responsive Respondent whose Response is deemed the most advantageous to the State based upon the criteria set forth in the RFP, as determined by total points awarded (*i.e.*, the highest scoring Respondent). The Department intends to award one (1) contract resulting from this RFP but reserves the right to award multiple contracts by region or to make no award.

The Department reserves the right to determine which Responses are responsive at any time during the solicitation.

The Department reserves the right to accept or reject any or all Responses, or separable portions of Responses. The Department may reject a Response, if it fails to demonstrate the Respondent has the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract. *See* § 287.012 (25), F.S., and § 287.057 (1) (b) 4., F.S.

The Department reserves the right to accept or reject any or all Responses or reject any portions of Responses.

The Department will not give preference to a Respondent based on the Respondent's social, political, or ideological interests.

5.2 Award Preferences for Identical Evaluations of Responses

As used in this Section, the term "Identical Respondents" means the Respondents whose Responses were evaluated as having the same total score.

If Identical Respondents exist, the Department will apply the information submitted by the Identical Respondents in Appendix D, Award Preferences Form, to award the Contract as follows:

If no Identical Respondent has an Award Preference, the effected Respondents' names will be placed in a container for the Department's Procurement Officer to randomly select the Respondent for award of the Contract.

If only one Identical Respondent has one or more Award Preference, the Contract will be awarded to the Respondent with one or more Award Preference.

If an Identical Respondent's Award Preference includes being a certified minority business enterprise as defined in section 288.703, F.S., the Contract will be awarded to that Identical Respondent. If two or more Identical Respondents are certified minority business enterprises, the Contract will be awarded to the Identical Respondent with more additional Award Preferences as defined by statute. If Identical Respondents have the same number of Award Preferences, including as certified minority business enterprises, the Department will award the Contract to the Identical Respondent with the smallest net worth.

If two or more Identical Respondents have one or more Award Preference, and one or more of those Identical Respondents is a certified veteran business enterprise, the Contract will be awarded to the Identical Respondent with the smallest net worth.

If two or more Identical Respondents have one or more Award Preference, and none of those Identical Respondents is a certified veteran business enterprise, the effected Respondents' names

will be placed in a container for the Department's Procurement Officer to randomly select the Respondent for award of the Contract.

If the Procurement Officer must draw names from a container to determine the Respondent for award of the Contract, the Department will notice a public meeting through an addendum on the VIP for the Procurement Officer to draw a name.

5.3 Agency Decision

The Department intends to award the Contract to the responsive and responsible Respondent whose Response receives the highest total score for the evaluation criteria described in the RFP. The Department's intended decision will be posted on the Florida Vendor Information Portal at <https://vendor.myfloridamarketplace.com/> on the date specified in the Timeline (as may be modified by any subsequent Addenda) and will remain posted for a period of seventy-two (72) hours. Any Respondent who is adversely affected by the Department's recommendation award or intended decision must file the following with the Department of Financial Services, Agency Clerk, Office of the General Counsel, 200 E. Gaines Street, Tallahassee, FL or DFSAgencyClerk@myfloridacfo.com:

1. A written notice of protest within seventy-two (72) hours after posting of the intended decision, the notice of protest filed to the street address or email above, and
2. A formal written protest and protest bond in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed to the street address or email above. At the time of filing the formal written protest, a bond (a cashier's check or money order may be accepted) payable to the Department must also be submitted in an amount equal to one percent (1%) of the estimated contract amount based on the contract price submitted by the protestor.

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.

Additionally, if the Department decides to reject all Responses at any time during the solicitation, the Department will post a notice to that effect on the VIP.

5.4 MyFloridaMarketplace (MFMP) Registration

The awarded Respondent must have a current vendor registration in MFMP, at <https://vendor.myfloridamarketplace.com/>, prior to Contract execution.

The awarded Respondent will be required to pay the required transaction fees as specified in PUR 1000, section 14, unless an exemption has been requested and approved prior to the award of the Contract pursuant to Rule 60A-1.031, F.A.C.

5.5 Execution of Contract

Unless otherwise agreed by the Department, the awarded Respondent must sign the Contract within seven (7) calendar days of receipt of the Contract for execution, unless there is an automatic stay triggered by the filing of a formal protest. If a formal protest is timely filed, the time to sign the Contract will be tolled. The Department reserves the right to withdraw its Notice of Intent to Award if the Contract is not timely signed, if it determines that it is in the best interest of the State to do so. The Department also reserves the right to award to the Respondent ranked second if the Department does not receive a timely signed Contract from the awarded Respondent.

The Contract will be posted on the Florida Accountability Contract Tracking System (FACTS) at <https://facts.fldfs.com/>, in accordance with section 215.985, F.S., the Transparency Florida Act.

-Remainder of Page Intentionally Left Blank-

APPENDIX A
Standard Contract

**DEPARTMENT OF FINANCIAL SERVICES
Contract Signature Page**

Contract Title Actuarial Consulting Services	P.O. No. or Solicitation No., if any 2324-05 RFP ICA	Contract Number TBD
---	---	------------------------

1. This Contract is entered into between the parties named below, located at the addresses which follow:

The Department of Financial Services, 200 East Gaines Street, Tallahassee, FL 32399 (hereinafter called the "Department")

[Contractor's Name, address] (hereinafter called the "Contractor")

2. Contract to Begin: [insert date], or the date last signed below, whichever is later ("Effective Date")	Date of Completion: Five (5) Years from the Effective Date	Renewals: The Contract may be renewed up to five (5) years.
---	---	---

3. Total Price of Contract Term:	Total Price of Renewal Term:	Total Price of Contract Term Plus Renewal Term:
----------------------------------	------------------------------	--

4. Performance Bond, if any: NA	Other Bonds, if any:
------------------------------------	----------------------

5. Reference to Appropriation for Year 1 of the Contract (if the Contract is over \$5 million pursuant to section 216.313, F.S.):

6. Department's Contract Manager	Contractor's Contract Manager
Name:	Name:
Address:	Address:
Phone:	Phone:

7. The parties agree to comply with the terms and conditions of the following attachments which are hereby incorporated by reference:

Attachment 1: Standard Terms and Conditions
Attachment 2: Statement of Work
Attachment 3: Price Response
Attachment 4: PUR 1000

8. The parties agree to comply with the terms and conditions of the following addenda which are hereby incorporated by reference:

Addendum A: Public Records Requirements
Addendum B: Data Security Requirements
Addendum C: Relevant Portions of Contractor's Response
Addendum D: Affidavit as to Compliance with Preferred Pricing Clause

IN WITNESS WHEREOF, this Contract is being executed by the parties and will begin on the Effective Date.

CONTRACTOR

Contractor's Name (if other than individual, state whether corporation, partnership, etc.)

By (Authorized Signature)	Date Signed
---------------------------	-------------

Printed Name and Title of Person Signing

Department of Financial Services	DEPARTMENT
----------------------------------	-------------------

By (Authorized Signature)	Date Signed
---------------------------	-------------

Printed Name and Title of Person Signing

DEPARTMENT OF FINANCIAL SERVICES
Standard Terms and Conditions
(Applicable to Competitively Procured Contracts)

ATTACHMENT 1

1. Entire Contract.

This Contract, including any Attachments and Addenda referred to herein and attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any preprinted contract terms and conditions included on Contractor's forms or invoices will be null and void.

2. Contract Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Contract, the order of precedence for the documents is as follows:
- i. Attachment 2, Statement of Work
 - ii. Contract Signature Page
 - iii. Attachments other than Attachments 1, 2, 3, and 4, if any, in the numerical order designated in the Contract Signature Page
 - iv. Attachment 1, Standard Terms and Conditions
 - v. Attachment 3, Price Response
 - vi. Addendum A, Public Records Requirements
 - vii. Addendum B, Data Security Requirements
 - viii. Attachment 4, PUR 1000, General Contract Conditions (PUR 1000)
 - ix. Addenda other than Addenda A and B, if any, in the alphabetical order designated in the Contract Signature Page

Notwithstanding the foregoing, if there is any discrepancy between Attachment 2, Statement of Work, and any incorporated portions of the Contract that were provided by the Contractor, the terms most favorable to the Department will prevail.

- b. Contract Managers. The parties' Contract Managers shall be those listed on the Contract Signature Page. If different Contract Managers are designated by any party after execution of this Contract, notice of the name and contact information of the new Contract Manager shall be submitted in writing (by either mail or e-mail) to all other parties and maintained in the respective parties' Contract records. Designation of a new Contract Manager will not require a written amendment to the Contract.
- c. Approvals. All approvals referenced in this Contract must be obtained from the parties' Contract Managers or their designees if designated in writing.
- d. Amendments. Except as otherwise provided herein, this Contract may be amended only by a written agreement between the parties. All statements indicating that continued use of a product or clicking a box in an electronic application constitutes acceptance of terms and conditions are void.

3. Contract Duration.

- a. Term. The term of the Contract will begin and end on the dates indicated on the Contract Signature Page unless terminated earlier in accordance with the applicable terms and conditions.
- b. Renewals. Section 287.058(1)(g), Florida Statutes (F.S.), is hereby incorporated by reference. If the Contract Signature Page indicates that renewals are available, any renewal entered must comply with all applicable requirements of section 287.057(14), F.S., including the limitations on the period of time for which renewals may be permitted. Renewals may only be entered when funding is available and when performance evaluations reflect satisfactory performance by the Contractor. Renewals must be at the price specified in this Contract and must not compensate the Contractor for any costs associated with the renewals.

4. Deliverables.

The Contractor agrees to render the services or other units of deliverables, which may be comprised of tasks or activities, as set forth in Attachment 2, Statement of Work. The services or other units of deliverables specified shall be delivered in accordance with the schedule and at the pricing outlined in Attachment 2, Statement of Work, and Attachment 3, Price Response.

5. Performance Measures.

Satisfactory performance requires the Contractor's compliance with the following: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in Attachment 2, Statement of Work; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services offered do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) any person or entity, whether an agent or independent contractor, that performs work on the Contract for the Contractor (Contractor Representative) will comply with any security requirements and processes as provided by the Department, or provided by the Department's customer, for work done at the Department or other locations. The Department reserves the right to investigate or inspect at any time whether the services or qualifications offered by the Contractor meet the Contract requirements. Notwithstanding any provisions to the contrary, written acceptance of a particular deliverable/requirement does not foreclose the Department's remedies if those performance standards that cannot be readily measured at the time of delivery are not met.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by the Department's Contract Manager before payment, unless advanced payment or partial payment has been authorized in accordance with section 215.422, F.S. The Department will have fifteen (15) calendar days to inspect and approve the deliverables after receipt.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables outlined in Attachment 2, Statement of Work, as incomplete, inadequate, or unacceptable due in whole or in part to the Contractor's lack of satisfactory performance under the terms of this Contract. If the Department's Contract Manager does not accept a deliverable within fifteen (15) calendar days, the deliverable will be deemed rejected. Failure to fulfill the appropriate technical requirements or complete all tasks, duties, or activities as identified in Attachment 2, Statement of Work, will result in rejection of the deliverable and the associated invoice. The Department, at its option, may allow additional time within which the Contractor may remedy the objections noted by the Department before the Department issues a notice of default. If the Department's Contract Manager allows additional time for the Contractor to correct a rejected deliverable, the Contractor shall work diligently to correct all deficiencies in the deliverable that remain outstanding within a reasonable time or, if a time certain is specified, within the additional time allotted. All work done to correct a rejected deliverable will be done at the Contractor's expense.
- c. Status Reports. If status reports are required as part of the Contract, the Contractor shall timely submit status reports showing each task, activity, and deliverable worked on; attesting to the level of services provided; listing the hours spent on each task, activity, or deliverable; and listing any upcoming tasks, activities, or deliverables.
- d. Completion Criteria and Date. The Contract will be considered complete once all deliverables under the Contract have been provided and accepted. The final date for completion of the Contract must not exceed the Contract duration, including any executed renewals or extensions, or, where applicable, the expiration date of any purchase orders made from the Contract.

7. Financial Consequences for Nonperformance.

In addition to any specific financial consequences that might be stated in Attachment 2, Statement of Work, the Department will withhold payment when the Contractor has failed to perform or comply with any provision of this Contract. These consequences for nonperformance are not to be considered penalties.

8. Dispute Resolution.

The Contractor is obligated to address any cost-related issues with the Department for which the Contractor believes the state of Florida (State) is liable and address all costs of every type to which the Contractor is entitled from the occurrence of the claimed event. The Contractor cannot seek a claim under this Contract for an increase in payment. Any claim, counterclaim, or dispute between the Department and the Contractor relating to this Contract will be resolved as set forth herein.

- a. Initial Resolution Process. For all claims, the party with the dispute shall submit an affidavit to the other party that is executed by that party's Contract Manager, or designee, certifying that:
 - i. The claim is made in good faith;
 - ii. The claim accurately reflects the adjustments for performance; and

iii. The supporting data provided with such an affidavit are current and complete to the Contract Manager's, or designee's, best knowledge and belief.

The party receiving notice of the dispute must respond to the disputing party, in writing, proposing a resolution to the dispute.

- b. Informal Resolution Process. If the parties are unable to resolve any dispute through the initial resolution process, the parties shall meet with the Department's Chief Financial Officer (CFO), or designee, for the purpose of attempting to resolve such dispute without the need for formal legal proceedings, as follows:
- i. The representatives of the Contractor and the Department shall meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith to resolve the dispute without the necessity of any formal proceeding.
 - ii. During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to this Contract will be honored in order that each of the parties may be fully advised of the other's position.
 - iii. The specific format for the discussions will be left to the discretion of the designated Department's and Contractor's representatives but may include the preparation of agreed upon statements of fact or written statements of position.
 - iv. Following the completion of this process, the CFO, or designee, will issue a written opinion regarding the issue(s) in dispute. The opinion regarding the dispute will be considered the Department's final action.
- c. Continued Performance. Each party agrees to continue performing its obligations under this Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute with the Department over compensation will not be deemed to preclude performance) and without limiting any party's right to terminate this Contract for convenience or default.

9. Payment.

- a. Payment Process. Subject to the terms and conditions established in Attachment 2, Statement of Work, the pricing per deliverable established by the Attachment 3, Price Response, or Attachment 2, Statement of Work, and the billing procedures established by the Department, the Department agrees to pay the Contractor for services rendered in accordance with section 215.422, F.S. To obtain the applicable interest rate, please refer to <http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- b. Vendor Rights. A Vendor Ombudsman has been established within the Department. The duties of this individual include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be reached at (850) 413-5516.
- c. Taxes. The Department is exempted from payment of State sales and use taxes and Federal Excise Tax. The Contractor, however, will not be exempted from paying State sales and use taxes to the appropriate governmental agencies or for payment by the Contractor to suppliers for taxes on materials used to fulfill its contractual obligations with the Department. The Contractor shall not use the Department's exemption number in securing such materials. The Contractor shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Contract. The Contractor shall provide the Department its taxpayer identification number upon request.
- d. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by the Department pursuant to Attachment 2, Statement of Work, shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed.
- e. Interim Payments. Interim payments may be made by the Department at its discretion under extenuating circumstances if the completion of services and other units of deliverables to date have first been accepted in writing by the Department's Contract Manager.

10. Insurance.

- a. Required Coverage. At all times during the duration of the Contract, the Contractor, at its sole expense, and its subcontractors, if any, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Contract. 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 either be through insurers authorized to write policies in the State or through a self-insurance program established and operating under the laws of the State. Unless specifically exempted in Attachment 2, Statement of Work, the following are the minimum insurance requirements applicable to this Contract:

- i. **Commercial General Liability Insurance.**
By execution of this Contract, unless the Contractor is a state agency or subdivision as defined by section 768.28(2), F.S., the Contractor shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Contract. The Department and its employees and officers must be named as an additional insured on any general liability policies.
 - ii. **Workers' Compensation and Employer's Liability Coverage.**
The Contractor shall provide workers' compensation, in accordance with chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies must cover all employees engaged in any Contract work.
 - iii. **Other Insurance.**
At all times during the duration of the Contract, the Contractor shall maintain any other insurance as required in Attachment 2, Statement of Work.
- b. **Deductibles.** The Department is exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor or subcontractor providing such insurance.
 - c. **Verification of Insurance.** Upon execution of the Contract, the Contractor shall provide to the Department written verification of the existence and amount for each type of applicable insurance coverage. Upon receipt of written request from the Department, the Contractor shall furnish to the Department proof of applicable insurance coverage by standard form certificates of insurance.
 - d. **Failure to Maintain Coverage.** If the Contractor fails to maintain the required insurance coverage for any reason, the Contractor shall immediately notify the Department of such noncompliance and shall obtain coverage conforming to the requirements herein. The Contractor shall provide proof of such required coverage within fifteen (15) business days of not maintaining the required insurance coverage.

11. Termination.

- a. **Contractor Obligations upon Notice of Termination.** After receipt of a notice of termination or partial termination, and except as otherwise directed by the Department, the Contractor shall stop performing services on the date, and to the extent specified, in the notice. The Contractor shall accept no further work or new services related to the affected deliverables, and shall, as soon as practicable, but in no event longer than thirty (30) calendar days after termination, terminate any orders and subcontracts related to the terminated deliverables and settle all outstanding liabilities and all claims arising out of such termination of orders and/or subcontracts, with the approval or ratification of the Department to the extent required, which approval or ratification shall be final for the purpose of this section. The Contractor shall submit to the Department within ninety (90) calendar days of termination a request for payment of completed services. Requests submitted later than ninety (90) calendar days after termination will not be honored and will be returned unpaid. The Contractor shall professionally service to conclusion, in accordance with the requirements of the Contract, all services for which the Department has paid prior to the termination date of this Contract. Should the Contractor fail to perform all services under the Contract, the Contractor shall be liable to the Department for any fees or expenses that the Department may incur in securing a substitute provider to assume completion of those services.
- b. **Contractor Obligations after Termination.** If at any time the Contract is canceled, terminated, or expires, and a contract is subsequently executed with a provider other than the Contractor, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent contractor in accordance with Exit Transition requirements in Section 31, below, and Attachment 2, Statement of Work, if expressed therein.

- c. Termination for Convenience. The Department may, in its sole discretion, terminate the Contract in whole or in part at any time by giving thirty (30) calendar days' written notice to the Contractor. The Contractor will not be entitled to recover any cancellation charges or lost profits.

12. Notice of Default.

If the Contractor defaults in the performance of any covenant or obligation contained in the Contract, including, without limitation, any of the events of default listed below, the Department shall provide notice to the Contractor and an opportunity to cure that is reasonable under the circumstances. This notice will state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that the Department may terminate the Contract effective as of the date of receipt of the default notice unless the Contractor cures the default within the specified cure period.

13. Events of Default.

Provided such failure is not the fault of the Department or outside the reasonable control of the Contractor, the following non-exclusive list of events, acts, or omissions, constitutes events of default:

- a. The commitment of any material breach of this Contract by the Contractor, including failure to timely deliver a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, abandonment of the Contract, or failure to perform the level of services required for a deliverable;
- b. Failure to maintain adequate progress, thus endangering performance of the Contract;
- c. Failure to honor any term of the Contract;
- d. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Contractor by the State or other licensing authority;
- e. Failure to pay any and all entities, individuals, and the like furnishing labor or materials, or failure to make payment to any other entities as required herein in connection with the Contract;
- f. Employment of an unauthorized alien in the performance of the work, in violation of section 274A of the Immigration and Nationality Act, 8 U.S.C. section 1324a;
- g. One or more of the following circumstances, uncorrected for more than thirty (30) calendar days (unless the Contractor, including its receiver or trustee in bankruptcy, within the specified thirty (30) day period provides to the Department adequate assurances, reasonably acceptable to the Department, of its continuing ability and willingness to fulfill its obligations under the Contract):
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. To the extent permitted by State law, the making by the Contractor of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of the Contractor's business or property; or
 - iv. An action by the Contractor under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation;
- h. The commitment of an intentional material misrepresentation or omission in any materials provided to the Department; and
- i. Failure to or maintain the insurance required by this Contract.

14. Indemnification.

The following provision supplements Section 19, Indemnification, of Attachment 4, PUR 1000:

No provision in this Contract shall be construed to: 1) require the Department to hold harmless or indemnify the Contractor; 2) require the Department to insure or assume liability for the Contractor's negligence or the negligence of Contractor Representatives; 3) waive the Department's sovereign immunity under the laws of the State; or 4) otherwise impose liability on the Department for which it would not otherwise be responsible. Any provision, implication, or suggestion to the contrary is null and void.

15. Limitation of Liability.

The Department is only liable for claims arising from this Contract to the extent such claims are compensable under an action brought pursuant to section 768.28, F.S., which sets forth the State's limited waiver of sovereign immunity.

16. Remedies.

Nothing in this Contract will be construed to make the Contractor liable for force majeure events. Nothing in this Contract, including financial consequences for nonperformance, will limit the Department's right to pursue its remedies for other types of damages under the Contract, at law, or in equity. The Department may, in addition to other remedies available at law or equity, and upon notice to the Contractor, retain such monies from amounts due to the Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against it. The Department may set off any liability or other obligation of the Contractor or its affiliates to the Department against any payments due the Contractor under any contract with the State.

17. Waiver.

The delay or failure by the Department to exercise or enforce any of its rights under this Contract does not constitute nor is to be deemed a waiver of the Department'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.

18. Record Retention.

The Contractor shall retain records demonstrating its compliance with the terms of the Contract five (5) years after the expiration of the Contract and all pending matters, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <https://dos.myflorida.com/media/703328/gsl-sl-2020.pdf>), whichever is longer. If the Contractor is required to comply with section 119.0701, F.S., then compliance with the retention of records in accordance with section 119.0701(2)(b)4., F.S., will fulfill the above stated requirement. If the Contractor's record retention requirements terminate prior to the requirements stated herein, the Contractor may meet the Department's record retention requirements for this Contract by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171(8), F.S., and, if applicable, section 119.0701, F.S. The Contractor shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014). See <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>.

19. Intellectual Property.

- a. In accordance with State law, the Contractor shall not assert any rights to: 1) intellectual property created or otherwise developed specifically for the Department under this Contract or any prior agreement between the parties (which includes any deliverables); 2) intellectual property furnished by the Department; and 3) any data collected or created for the Department. The Contractor shall perfect the transfer of any such property or data to the Department upon completion, termination, or cancellation of the Contract and prior to payment of the final invoice. Any data provided must be in a format designated by the Department.
- b. If the Department or the State has authority to assert a right in any of the property or data, the Contractor shall assist, if necessary, in the assertion of such right.
- c. Proceeds derived from the sale, licensing, marketing, or other authorization related to any such Department-controlled intellectual property rights shall belong to the Department, unless otherwise specified by applicable State law.
- d. Notwithstanding the foregoing, and unless otherwise specified in Attachment 2, Statement of Work, the Contractor's intellectual property rights that preexist this Contract will remain with the Contractor.
- e. If the Contractor fails to provide, or no longer can provide, a deliverable or service under the Contract that contains or otherwise utilizes intellectual property controlled by the Contractor, the Contractor shall grant the Department a royalty-free, paid-up, nonexclusive, perpetual license to use, modify, reproduce, distribute, publish, or release to others such Contractor-controlled intellectual property solely for use in connection with the deliverables or services under the Contract.

20. Ownership of Property.

Title to all property furnished by the Department under this Contract and deliverables provided to the Department shall remain property of the Department and/or become property of the Department upon receipt and acceptance. The Contractor shall perfect any transfer of the property to the Department upon completion, termination, or cancellation of the Contract prior to payment of the final invoice.

21. Nonexclusive Contract.

This Contract is not an exclusive license to provide the services described in the solicitation or the resulting Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar services.

22. Statutory Notices.

Pursuant to sections 287.133, 287.134, and 287.137, F.S., the following restrictions are placed on the ability of persons or entities placed on the convicted vendor list, the discriminatory vendor list, or the antitrust violator vendor list:

- a. Convicted Vendor List. 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 bid, proposal, or reply 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, F.S., for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- b. Discriminatory Vendor List. An entity or affiliate that 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 a bid, proposal, or reply 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.
- c. Antitrust Violator Vendor List. 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.

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

23. Compliance with Federal, State, and Local Laws.

- a. Compliance Requirement. The Contractor and all Contractor Representatives shall comply with all federal, state, and local laws, rules, and regulations applicable to the Contractor's provision of commodities or contractual services under the Contract. This requirement includes, but is not limited to, compliance with nondiscrimination, wage and hour, social security, workers' compensation, licensure, and registration requirements.
- b. Choice of Law. This Contract will be governed by and construed in accordance with the laws of the State.
- c. Rehabilitation Act. If applicable to the supplies and services the Contractor provides to the Department, the Contractor shall ensure the electronic and information technology accessibility requirements of the Rehabilitation Act Amendments, 29 U.S.C. section 794, are met and provide a website where the compliance information on such supplies and services is available. The Electronic and Information Technology standard can be found at: <http://www.section508.gov/>.
- d. Scrutinized Companies. The following paragraph applies regardless of the dollar value of the goods or services provided:

In accordance with the requirements of section 287.135, F.S., the Contractor certifies that it is not participating in a boycott of Israel. At the Department's option, the Contract may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel

(referred to in statute as the “Scrutinized Companies that Boycott Israel List”) or becomes engaged in a boycott of Israel.

The State Board of Administration maintains the “Quarterly List of Scrutinized Companies that Boycott Israel” at the following link:

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx>.

The following paragraph applies only when the goods or services to be provided are \$1 million or more:

In accordance with the requirements of section 287.135, F.S., the Contractor certifies that it is not on the Scrutinized List of Prohibited Companies (referred to in statute as the “Scrutinized Companies with Activities in Sudan List” and the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List”) and, to the extent not preempted by Federal law, that it has not been engaged in business operations in Cuba or Syria. At the Department’s option, the Contract may be terminated if such certification (or the certification regarding a boycott of Israel) is false, if the Contractor is placed on the Scrutinized List of Prohibited Companies, or, to the extent not preempted by Federal law, if the Contractor engages in business operations in Cuba or Syria.

The State Board of Administration maintains the “Scrutinized List of Prohibited Companies” under the quarterly reports section at the following link: <https://www.sbafla.com/fsb/PerformanceReports.aspx>.

- e. Disclosure Requirements. The Contractor shall comply with any applicable disclosure requirements in section 286.101, F.S. Pursuant to section 286.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a)], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”
- f. Department Inspection of Contractor’s Records. Pursuant to section 216.1366, F.S., the Contractor shall permit the Department to inspect the Contractor’s financial records, papers, and documents that are directly related to the performance of the Contract or the expenditure of state funds and any programmatic records, papers, and documents which the Department 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 to the Department’s Contract Manager within ten (10) business days after a request is made to the Contractor. This Section 23.f. only applies if the Contract is for the provision of services to the Department.

24. Employment Eligibility Verification.

- a. The Contractor and its subcontractors shall register with and use the E-Verify system as defined in section 448.095, F.S., to verify the work authorization status of all newly hired employees. The Contractor agrees to provide to the Department proof of the Contractor’s enrollment in the E-Verify System within five (5) days of the Department’s request for such proof.
- b. The Contractor shall obtain an affidavit from each subcontractor as defined in section 448.095, F.S., that states that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by section 448.095, F.S. The Contractor shall maintain a copy of any such affidavits for the duration of the Contract and shall make such records available to the Department upon request.
- c. The Contractor shall be responsible for the retention of any records relating to employment eligibility verification. Those records are exempt from the inspection and copying requirements of chapter 119, F.S.
- d. Pursuant to section 448.095(2)(c)1., F.S., if the Contractor has a good faith belief that any subcontractor has knowingly violated section 448.09(1), F.S., the Contractor shall terminate the subcontract. Pursuant to section 448.095(2)(c)2., F.S., if the Department has a good faith belief that a subcontractor knowingly violated section 448.095(2), F.S., the Department shall promptly notify the Contractor and order the Contractor to immediately terminate subcontract.
- e. Pursuant to section 448.095(2)(c)1., F.S., if the Department has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S., the Department shall terminate the Contract. If the Department terminates the Contract pursuant to section 448.095(2)(c), F.S., the Contractor shall reimburse the Department for any additional costs the Department incurs as a result of terminating the Contract.

25. Data.

- a. Data Centers. Except as otherwise provided in Addendum B, Data Security Requirements, or, if applicable, its Exhibit 1, the Contractor shall only use data centers located in the United States when processing and storing Non-Open Data under this Contract. For purposes of this paragraph, “Non-Open Data” means any data that is in the possession or under the control of the State or the Contractor that is confidential information exempt from public disclosure pursuant to chapter 119, F.S.; personal information enumerated in section 501.171(1)(g), F.S.; and/or any data that is restricted from public disclosure based on federal or state laws and regulations, including, but not limited to, those related to privacy, confidentiality, security, personal health, business or trade secret information, and exemptions from state public records laws. Non-Open Data also includes data that any state agency, the Department of Legal Affairs, the Department of Financial Services, or the Department of Agriculture and Consumer Services is statutorily authorized to assess a fee for its distribution.
- b. Requirements of Section 501.171, F.S. If the Department shares data that is covered by section 501.171, F.S., with the Contractor in the process of fulfilling this Contract, the Contractor is responsible for fulfilling the requirements placed on the Department by section 501.171, F.S., at the Contractor’s expense, if the Contractor is responsible for a breach of this data. Notwithstanding any limitations on liability addressed in the Contract, if the Contractor fails to fulfill the requirements placed on the Department by section 501.171, F.S., the Contractor shall reimburse the Department for all costs incurred in fulfilling such requirements.

26. Claims for Damages.

Jurisdiction for any damages arising under the terms of the Contract will be in the courts of the State, and venue will be in the Second Judicial Circuit in and for Leon County. The parties waive their right to a jury trial. Except as otherwise provided by law, the parties agree to be responsible for their own attorney’s fees incurred in connection with disputes arising under the terms of this Contract.

27. Independent Contractor.

The Contractor is an independent contractor and is not an employee or agent of the Department.

28. Subcontracting.

- a. Consent. Unless otherwise specified in Attachment 2, Statement of Work, all services contracted for are to be performed solely by the Contractor and may not be subcontracted or assigned without the prior written consent of the Department.
- b. Replacement. The Department may, for cause, require the replacement of any Contractor Representative. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. Access. The Department may, for cause, deny access to the Department’s secure information or any facility by any Contractor Representative.
- d. Continuing Obligation. The Department’s actions under paragraphs b. or c. shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract.
- e. Meetings. The Department will not deny Contractor Representatives access to meetings within the Department’s facilities, unless the basis of the Department’s denial is safety or security considerations.

29. Guarantee of Parent Corporation.

If the Contractor is a subsidiary of another corporation or other business entity, the Contractor asserts that its parent corporation will guarantee all the obligations of the Contractor for purposes of fulfilling the obligations of the Contract. If the Contractor is sold during the period the Contract is in effect, the Contractor agrees that it will be a requirement of sale that the new parent company guarantees all the obligations of the Contractor.

30. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, post-termination reimbursements, Exit Transition Services, records retention, and public records, will survive termination, cancellation, or expiration of this Contract.

31. Exit Transition Services.

If not otherwise addressed in Attachment 2, Statement of Work, the Contractor has the affirmative obligation to provide to the Department, or its designee, all reasonable services necessary for the transfer of knowledge regarding the services and deliverables provided under the Contract (Exit Transition Services) to facilitate the orderly transfer of such services to the Department or its designee. If Exit Transition Services are necessary, such services may continue for up to six (6) months after termination, expiration, or cancellation of the Contract, at no cost to the Department.

32. Third Parties.

The Department shall not be deemed to assume any liability for the acts, omissions to act, or negligence of the Contractor or Contractor Representatives, nor shall the Contractor disclaim its own negligence to the Department or any third party. This Contract does not and is not intended to confer any rights or remedies upon any person other than the parties. If the Department consents to a subcontract, the Contractor will specifically disclose that this Contract does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Contract.

33. Employment of State Employees.

During the term of this Contract, the Contractor shall not knowingly employ or subcontract with any person (including any nongovernmental entity in which such person has any employment or other material interest as defined in section 112.312(15), F.S.), in connection with this Contract, who has participated in the performance or procurement of this Contract except as provided in section 112.3185, F.S.

34. Cooperation with Inspector General.

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

35. Travel Reimbursement.

Any travel expenses allowable under this Contract must be submitted in accordance with section 112.061, F.S.

36. Use of State Funds to Purchase or Improve Real Property.

Any State funds provided for the purchase of, or improvements to real property, are contingent upon the Contractor or political subdivision granting to the State a security interest in the property at least in 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.

37. Assignment.

Unless otherwise required by law, the Contractor shall not sell, assign, or transfer any of its rights, duties, or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Department. If an assignment occurs, the Contractor remains secondarily liable for the performance of the Contract unless the Department expressly waives such secondary liability. The Department may assign the Contract with prior written notice to the Contractor of its intent to do so.

38. Lobbying.

The following replaces the first sentence of Section 18, Lobbying and Integrity, of Attachment 4, PUR 1000:

The Contractor agrees that funds received by it under this Contract will not be expended for the purpose of lobbying the Legislature, the judicial branch, or a State agency in violation of sections 11.062 or 216.347, F.S. Pursuant to the requirements of section 287.058(6), F.S., during the Contract term, the Contractor may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract.

39. Contractor Representatives.

All Contractor Representatives shall 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 Representatives must comply with all security and administrative requirements of the Department and with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or other assessment of any Contractor Representative. The Department may refuse access to, or require replacement of, any Contractor Representative for cause, including, but not limited to, lack of technical or training qualifications, quality of work, change in security status, or noncompliance with the Department's security or administrative requirements. Such refusal of access to, or requirement to replace, any Contractor Representative shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The Department may reject and bar from any facility, for cause, any Contractor Representative.

40. MyFloridaMarketPlace Transaction Fee.

The following replaces Section 14, Transaction Fee, of Attachment 4, PUR 1000:

The State has instituted MyFloridaMarketPlace, a statewide eProcurement System. Pursuant to section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031, F.A.C. By submission of these reports and corresponding payments, the Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is nonrefundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

**DEPARTMENT OF FINANCIAL SERVICES
Statement of Work**

ATTACHMENT 2

1. Scope of Work.

The Contractor shall:

- a. Participate (may include on-site representation) in regulatory proceedings regarding all insurance activities conducted under the jurisdiction of the Department of Financial Services (Department) and Office of Insurance Regulation (Office);
- b. Examine rate and form filings to assure that rate changes are justified and fairly apportioned and ensure that policies clearly and accurately reflect the coverage provided;
- c. Assist the Office of the Insurance Consumer Advocate (ICA), which may include on-site presentations, in representing the public in a wide range of forums that include, but are not limited to, health care panels, public hearings, working groups, National Association of Insurance Commissioners (NAIC) Working Groups, statutorily appointed boards, and task forces; and
- d. Assist the ICA in any additional special projects assigned by the Insurance Consumer Advocate, Chief Financial Officer, the Department and the Florida Legislature.

Each request by the ICA to assist with the aforementioned duties and responsibilities shall be submitted to the Contractor in writing in the form of a Letter of Authorization (LOA), Exhibit 1, issued by the ICA stating the specific scope of services. Each Letter of Authorization shall require the Contractor to submit Status Reports that comply with the requirements of Attachment 1, Standard Terms and Conditions. The LOA shall also contain the required deliverables and their due dates. The ICA reserves the right to modify the terms of each LOA after its issuance and with written notice to the Contractor.

2. Definitions.

In this Statement of Work (SOW), the following terms will be defined as set forth below:

Business Days – Monday through Friday, inclusive, except for State government holidays and Department office closures.

Confidential Information – Any documents, data, or records that are confidential and not subject to disclosure pursuant to chapter 119, Florida Statutes (F.S.), the Florida Constitution, or any other legal authority.

3. Payment Provisions.

- a. Compensation. This is a fixed rate Contract. The compensation of this Contract is stated in the attached Price Response Form, which is incorporated by reference.
- b. Invoicing. All services shall be compensated at the applicable hourly rate stated in the Contractor's Price Response Form. The Contractor's compensation for all services and expenses, including travel, authorized by this Contract shall not exceed twenty-five thousand dollars (\$25,000) annually and shall only be initially authorized in the amount of fifteen thousand dollars (\$15,000) annually as provided in this Section 3, Payment Provisions. The Contractor shall invoice the Department monthly, by no later than the 15th of the month following the month the services were provided. The Contractor may not submit invoices more frequently than once every thirty (30) calendar days, except for the final invoice.
 - i. The Contractor shall notify the Department's Contract Manager in writing when the aggregate fees and expenses reach \$15,000 in any one-year term. Written amendment to this Contract is required to authorize an increase to this Contract's \$25,000 annual threshold.

- ii. Billable time shall be measured in 15-minute increments. Hourly compensation will be for the time spent providing services to the Department. Premium rates will not be paid for overtime work. Time while traveling to a long distance alternate location will be compensated at 50 percent (50%) of the hourly rate, and must be authorized by the ICA in writing and in advance of the travel.
- c. Format for Invoices. Within thirty (30) days of service provision, each statement for fees and costs shall be submitted in a format that includes, at a minimum, the following information:
 - i. Case name and number, if applicable, or other legal matter reference;
 - ii. Invoice number for the particular bill;
 - iii. Contractor taxpayer identification number;
 - iv. The names of the Contract Managers for the Department and the Contractor;
 - v. Inclusive dates of the month covered by the invoices;
 - vi. Itemization of the date; hours billed; a concise, meaningful description of the services rendered, with sufficient detail to enable the Department to evaluate the services rendered and costs; the person(s) who performed the services for each day during which the Contractor performed work; and the applicable hourly rate (i.e., the hourly rate for the contract year or the hourly rate for traveling to a long distance alternate location);
 - vii. A listing of all invoiced allowable expenses, including apportioned legal expenses and travel expenses, to be accompanied by copies of actual receipts and authorizations, as appropriate;
 - viii. The total of only the current bill. Prior balances or payment history should be shown separately, if at all;
 - ix. Any other information as may be requested by the Department's Contract Manager; and
 - x. A certification statement that reads, "I certify that all costs and fees claimed for payment are accurate and were performed in furtherance of the Agreement between this Contractor and the Department of Financial Services."
- d. Expenses.
 - i. Allowable Expenses. Non-routine office overhead expenses such as long-distance telephone calls, long-distance facsimile transmissions, long-distance courier services, postage, bulk mailings, bulk third-party copying, blueprints, x-rays, photographs, and computer-assisted legal research services must be justified to the Department and shall be reimbursed based on documented third-party vendor charges. The Department, for any reason it deems fit and at its sole discretion, shall approve any expense as allowable on a case by case basis. If the Contractor's expenses for any LOA will exceed five hundred dollars (\$500.00), the Contractor must obtain prior written approval from the Department. The Contractor's failure to obtain prior written approval from the Department for expenses exceeding \$500.00 for an LOA, will result in the rejection of those expenses. In-house bulk mailings and bulk copying expenses must be supported by usage logs or similar documentation. Firm surcharges are not reimbursable.
 - ii. Non-allowable Expenses. The Department will not pay for routine expenses such as local telephone calls, local facsimile transmissions, scanning, routine copy work, local travel expenses, printed library materials, electronic research software subscription costs, and local courier, word processing, clerical, or secretarial services are overhead..
 - iii. Legal Research. The Contractor shall only bill the Department for a proportionate share of the cost of legal research that is applicable to the Department.
 - iv. Cost Effectiveness. The Contractor will make affirmative efforts to achieve cost effectiveness by limiting travel, streamlining case processing, using electronic means, using the appropriate level of staff experience required by task, and taking other actions to improve efficiency. Multiple staffing at meetings or hearings by the Contract will not be compensated without prior written approval from the Department.

- v. Travel Expenses. All travel must be pre-approved and comply with the requirements of Section 112.061, F.S. Any expense incurred by the Contractor for travel must be authorized by the Department in advance by completing the Authorization to Incur Travel Expense form. Prior to travel using an automobile, the Contract shall compare the state rental car rate (through the Department’s Contract Manager) to the Contractor’s cost using a personal vehicle. Personal vehicle travel will be reimbursed at rental car rates if rental car rates are lower than the cost to the Contractor associated with use of a personal vehicle. Hotel rates over one hundred seventy five dollars (\$175.00) and rental car upgrades over Class B require prior Contract Manager approval. Travel expenses will be reimbursed to the Contractor at a rate not to exceed that which is payable to state employees for travel and per diem as prescribed by section 112.061, F.S. The Contractor shall submit its requests for reimbursement of travel expenses in accordance with this section and section 112.061, F.S., and on the forms required by the Department.

4. Contractor Responsibilities.

- a. Deliverables. The Contractor shall provide the following deliverables:

Deliverable No. 1 – Regulatory Proceeding Representation (may include on-site representation)		
Tasks	Performance Measures and Due Date	Financial Consequences
The Contractor shall participate, with on-site representation as needed, in regulatory proceedings regarding insurance activities conducted under the jurisdiction of the Department and Office. As part of the preparation for the Contractor’s participation in regulatory proceedings, the Contractor shall perform the tasks set forth in Section 4.c. below unless otherwise agreed in the LOA.	The performance measures and due dates for this deliverable shall be provided as outlined in Section 7.b. of this SOW and as more fully specified in the LOA.	The Contractor’s failure to complete this deliverable in accordance with the provisions of this Contract and the LOA will result in a \$150.00 per day per claim assessment. In addition to or in lieu of the assessment provided above, the Contractor shall provide the Department with a corrective action plan in accordance with Section 9.d.ii., of this SOW if requested by the Department; the Contractor shall comply, at no additional cost to the Department, with all requirements of any approved corrective action plan.
Deliverable No. 2 – Market Trend Analysis		
Tasks	Performance Measures and Due Date	Financial Consequences
The Contractor shall examine rate and form filings to assure that rate changes are justified and fairly apportioned and ensure that policies clearly and accurately reflect the coverage provided. In addition, the Contractor shall perform the	The performance measures and due dates for this deliverable shall be provided as outlined in Section 7.b. of this SOW and more fully specified in the LOA.	The Contractor’s failure to complete this deliverable in accordance with the provisions of this Contract and the LOA shall result in the Contractor’s invoice being rejected until the

<p>tasks set forth in Section 4.c. below unless otherwise agreed in the LOA.</p>		<p>correction is made. In addition, if requested by the Department, the Contractor shall provide the Department with a corrective action plan in accordance with Section 9.d.ii., of this SOW. The Contractor shall comply, at no additional cost to the Department, with all requirements of any approved corrective action plan.</p>
<p>Deliverable No. 3 – Industry and Consumer Services Analysis</p>		
<p>Tasks</p>	<p>Performance Measures and Due Date</p>	<p>Financial Consequences</p>
<p>The Contractor shall assist the ICA, with on-site representation as needed, in representing the public in a wide range of forums that include, but are not limited to, health care panels, public hearings, working groups, NAIC Working Groups, statutorily appointed boards and task forces. In addition, the Contractor shall perform the tasks set forth in Section 4.c. below unless otherwise agreed in the LOA.</p>	<p>The performance measures and due dates for this deliverable shall be provided as outlined in Section 7.b. of this SOW and more fully specified in the LOA.</p>	<p>The Contractor’s failure to complete this deliverable in accordance with the provisions of this Contract and the LOA shall result in the Contractor’s invoice being rejected until the correction is made. In addition, if requested by the Department, the Contractor shall provide the Department with a corrective action plan in accordance with Section 9.d.ii., of this SOW. The Contractor shall comply, at no additional cost to the Department, with all requirements of any approved corrective action plan.</p>
<p>Deliverable No. 4 – Special Projects</p>		
<p>Tasks</p>	<p>Performance Measures and Due Date</p>	<p>Financial Consequences</p>
<p>The Contractor shall assist the ICA in any additional special projects assigned by the Insurance Consumer Advocate, Chief Financial Officer, DFS and the Florida Legislature. In addition, the Contractor shall perform the tasks set forth in Section 4.c. below unless otherwise agreed in the LOA.</p>	<p>The performance measures and due dates for this deliverable shall be provided as outlined in Section 7.b. of this SOW and more fully specified in the LOA.</p>	<p>The Contractor’s failure to complete this deliverable in accordance with the provisions of this Contract and the LOA shall result in the Contractor’s invoice being rejected until the correction is made. In addition, if requested by the Department, the Contractor shall provide the Department with a corrective action plan in accordance with Section</p>

Attachment 2

		9.d.ii., of this SOW. The Contractor shall comply, at no additional cost to the Department, with all requirements of any approved corrective action plan.
--	--	---

- b. Compensation for Deliverables. The Contractor’s compensation for each deliverable shall be set forth in the LOA.
- c. General Scope of Services for Deliverables. Unless otherwise agreed in writing, the Contractor agrees to the following tasks as follows:
- i. Deliverable 1, Regulatory Proceeding Representation (may include on-site representation).
 - 1. The Contractor shall review relevant information, including any supplemental information, as required by the ICA. The Contractor shall review all information in a timely manner and by the due dates set forth in the LOA, where applicable.
 - 2. The Contractor shall attend meetings, both internal and external to the ICA, as required by the ICA.
 - 3. The Contractor shall communicate with, and provide analysis to, relevant parties as required by the ICA. Communications may include, but are not limited to, providing formal presentations, participating in conference calls, or providing formal communications.
 - 4. The Contractor shall prepare documentation, visual aids, or other information when necessary to facilitate its regulatory proceeding representation or when required by the ICA.
 - ii. Deliverables 2 through 4, Market Trend Analysis, Industry and Consumer Services Analysis, and Special Projects.
 - 1. Provide an Actuarial Analysis.
The Contractor shall provide timely consultation and analysis that meets the standards of the stated deliverable as outlined in the LOA and assigned by the ICA. The analysis shall include, at a minimum:
 - a. Performance of different types of analysis commonly utilized in areas related to assessing risk probabilities and financial gains and losses;
 - b. Analysis of statistics to calculate insurance risks and premiums.
 - 2. Provide Actuarial Reports.
Based on its actuarial analysis, the Contractor shall develop and submit to the ICA a written Actuarial Report. The Actuarial Report shall include, at a minimum:
 - a. An analysis of the project’s history, including identifying, researching, and addressing any market trends;
 - b. Projections and estimates;
 - c. A Statement of Actuarial Opinion; and
 - d. Miscellaneous analysis and other tasks within the scope of the Contractor’s expertise to respond to information as requested by the Department.
 - 3. Provide Ad Hoc Reporting.
The ICA may require additional (ad hoc) reports to be generated to supplement the Actuarial Report. Such reports shall be created based on mutually agreed-upon specifications and delivered by a mutually agreed-upon date as specified in the LOA. Within three (3) Business Days following the ICA’s request for an ad hoc report, the Contractor shall provide the ICA with an estimated number of service hours to be charged for that report.

- d. Requests from the ICA. Certain documents, information, or analysis may be required of the ICA to assist the Contractor in successfully completing the work contemplated by this Contract. The Contractor will promptly (within a reasonable time period, not normally to exceed five (5) Business Days after receipt of the LOA) notify the ICA of any required documents, information, or analysis to be provided by the ICA.
- e. Return of Materials to the ICA. The Contractor agrees that all documentation obtained from the ICA shall be promptly returned within seven (7) Business Days of the termination of the Contractor's involvement in the case or matter.
- f. Special Considerations and Related Notifications. The Contractor will provide immediate notice by telephone regarding significant case developments which will likely result in media inquiries. All contacts with the news media pertaining to the subject of the Contract shall be referred to the ICA.
- g. Status Reports for Deliverables. The Contractor shall submit to the ICA a status report for each LOA monthly following the first calendar month after the receipt of the LOA and will provide one status report monthly until all deliverables of the LOA are complete.

5. Reporting Requirements.

The Contractor shall develop and submit all deliverables, including Status Reports, to the ICA for review and approval. The Contractor shall submit all deliverables, including Status Reports, using electronic formats approved in advance by the ICA. When reporting requirements are not established in this RFP or in the resulting Contract, the ICA will provide the Contractor with instructions and submission guidelines and timeframes. The ICA reserves the right to modify established reporting formats and timeframes resulting from changes in the ICA's priorities.

6. Deliverable Acceptance.

The ICA will approve each deliverable when it meets the performance measures and requirements of the Contract. The ICA's acceptance review will identify any non-conformities which the ICA will provide in writing to the Contractor. The Contractor shall correct nonconformities within a timeframe as agreed to in writing by the ICA. The ICA will confirm in writing to the Contractor that the nonconformity has been corrected or that there is continued nonconformity. The financial consequences available to the ICA for the Contractor's nonperformance of a deliverable or noncompliance with a performance standard are provided in Section 7.b., Performance Measures, below.

7. Contractor Performance.

- a. Performance Monitoring. The Contractor shall notify the ICA upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of a deliverable. The Contractor shall use reasonable efforts to avoid or minimize any delays in performance and shall inform the ICA 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 ICA has caused or will cause the Contractor to be unable to perform its Contract obligations on time, the Contractor shall notify the ICA and use reasonable efforts to perform its Contract obligations on time notwithstanding the ICA's delay.

The ICA's designated Contract Manager will ensure monitoring of the Contractor's performance in accordance with the requirements of the Contract and may determine the need for corrective action or level of financial consequence based upon an evaluation of the severity of a deficiency. Failure by the Contractor to meet the established minimum performance standards may result in the

ICA, at its sole discretion, finding the Contractor to be out of Contract compliance, and all remedies specified in this RFP, in the resulting Contract and under law, shall become available to the ICA.

- b. Performance Measures. The Contractor shall provide the deliverables by the dates listed in the LOA. The ICA may add additional performance measures and acceptance criteria in the LOA in addition to the performance measures and acceptance criteria as outlined in Attachment 1, Standard Terms and Conditions. The ICA reserves the right to reject deliverables as outlined above and as more fully specified in the LOA and Attachment 1, Standard Terms and Conditions. The ICA reserves the right to impose financial consequences upon the Contractor for failure to comply with the performance measures. The ICA reserves the right to modify the performance measures or future financial consequences through a mutually-agreed to Contract amendment.

8. Department's Responsibilities

To assist in the successful completion of the Contract services, the ICA will:

- a. Provide historical data, reports and other information needed by the Contractor to meet the requirements of the Contract;
- b. Provide anticipated and updated scheduling of any and all requests for on-site representation needed to assist the ICA under the terms of this Contract;
- c. Review reports and other documentation submitted by the Contractor;
- d. Provide clarification, as needed, to the Contractor regarding ICA operations, directives, policies, and Contract provision; and,
- e. Provide regular monitoring and feedback regarding the Contractor's Contract performance through review and approval of performance-related reports, audits and general Contract oversight to ensure adherence to Contract terms.

9. Miscellaneous Contract Terms.

- a. Rights in Developed Material. Intellectual property rights to all non-standard file formats created or otherwise developed by the Contractor specifically for the ICA will be owned by the Department of Financial Services and the state of Florida. The Department hereby grants to the Contractor, effective as of the creation of certain Developed Materials specifically authorized in writing by the Department (i.e., other than those requiring interfaces associated with this Statement of Work), a nonexclusive, nontransferable, sub licensable, worldwide, royalty-free right and license to use and modify such Developed Material for its business purposes. Proceeds derived from the sale, licensing, marketing, or other authorized commercial exploitation by the Contractor (or any Subcontractor or other company) of any such agency-controlled intellectual property right shall be handled in the manner specified by applicable state statute.

- b. PUR 1000. The following provisions found in Attachment 4, PUR 1000, are not applicable to this Contract:

- Section 2. Purchase Orders;
- Section 3. Product Version;
- Section 5. Additional Quantities;
- Section 6. Packaging;
- Section 8. Safety Standards;
- Section 11. Transportation and Delivery;
- Section 12. Installation;
- Section 20. Limitation of Liability;
- Section 27. Purchase Order Duration;
- Section 29. Assignment;
- Section 31. Dispute Resolution;
- Section 32. Employees, Subcontractors, and Agents;

Attachment 2

7 of 11

Section 39. Leases and Installment Purchases; and
Section 43. Cooperative Purchasing.

- c. Additional Remedies. In addition to the remedies set forth elsewhere in the Contract, the following remedies shall apply as set forth herein.
- i. Liquidated Damages. The Department is entitled to completion of the services/items within the schedules fixed in Section 4 hereof or within such further time, if any, as may be allowed in accordance with the provisions of this Contract. In the event of termination of this Contract by the Department for cause, the Contractor shall be liable to the Department for \$1,000.00 dollars for each calendar day after termination, up to sixty (60) days, for the Department's expenses for additional managerial and administrative services required to complete or obtain the services/items from another contractor. Liquidated damages for this period of time, is in addition to the financial consequences assessed (as provided for above) prior to termination. This liquidated damages provision addresses only the cost to the Department for re-procurement of these services and does not limit the Department's ability to pursue other damages it incurs as a result of the Contractor's breach.
 - ii. Corrective Action Plan (CAP). In the event the ICA identifies the Contractor is not complying with the terms of the Contract, including terms related to the provision of Contract deliverables, the ICA will notify the Contractor of the occurrence in writing. The ICA will provide the Contractor with a timeframe for corrections to be made.

At its sole discretion, the ICA may require the Contractor to submit a Corrective Action Plan (CAP) within a specified timeframe to remedy the Contractor's non-compliance with the terms of the Contract. The Contractor shall respond by providing a CAP to the ICA within the timeframe specified by the ICA and in a format specified by the ICA. The ICA may require changes to the CAP and provide an updated deadline. The Contractor may implement the CAP only after ICA approval.

If the Contractor does not implement the ICA approved CAP and meet the standards established in the CAP within the agreed upon timeframe, the Contractor shall be in violation of the provisions of the Contract. The financial consequence for each day after the specified implementation timeframe the CAP is not implemented is \$100.00, and cumulatively, will not exceed \$5,000.00. The ICA may invoice the Contractor for financial consequences imposed by the Department for failure by the Contractor to meet the standards established in the CAP within the agreed upon timeframe.

10. Non-Disclosure of Confidential Information.

For Confidential Information in the possession of the Contractor, the Contractor shall:

- a. Use a reasonable degree of care in maintaining such Confidential Information as confidential;
- b. Use the Confidential Information only for the purposes of this Contract;
- c. Restrict disclosure of the Confidential Information solely to those employees of the Contractor having a need to know such information in order to accomplish the purposes of this Contract; and
- d. Advise each such employee, before he or she receives access to the Confidential Information of the obligations of the Contractor under this Contract and require each such employee to maintain those obligations.

Letter of Authorization Example
Exhibit 1

CONTRACT NUMBER: ***
LOA NUMBER: ***

LETTER OF AUTHORIZATION

TO: _____, Contractor
FROM: _____, Department of Financial Services, Department Contract Manager
SUBJECT: Authorization for the Provision of Actuary Services
DATE: _____

In accordance with Section 5, Contractor Responsibilities, of the above-referenced Contract, Contractor is authorized to provide the Department with the following Actuarial services:

A. SCOPE OF SERVICES: The scope of services to be performed is as follows. The deliverables are more specifically described below. The Contractor will:

1. Participate in <objective> with <identified> staff to discuss <objective>, and the performance of services under the above-referenced Contract.
2. For purposes of No. 3, below, review and analyze the following documentation that will be provided by the Department Contract Manager: <list documentation to be provided>
3. After conducting the review and analysis, present <objective/analysis> via <written/verbal> confirmation, report and/or expert opinion.
4. Prepare an estimated cost of the services, including without limitation, evaluation, expert opinion, and any anticipated additional needs.
5. If requested in writing by the Department Contract Manager, draft a formal written report setting forth the expert's opinions formulated for the issue in No. 3.
6. Consult, advise, and assist the Department of Financial Services as requested concerning issues related to services under the above-referenced LOA/Contract.
7. Respond to written or verbal inquiries from staff as requested relating to services under the above-referenced LOA/Contract.
8. Prepare and submit monthly status reports to the Department Contract Manager as provided and referenced in the Contract for the services described in this LOA.

B. DELIVERABLES and ACCEPTANCE CRITERIA: The chart below sets forth each deliverable, the criteria that the Department will use to determine whether the deliverable is acceptable, and the consideration to be paid. The Department Contract Manager may provide additional acceptance criteria for each deliverable. Failure of the Department Contract Manager to accept a deliverable within 20 days means automatic non-acceptance by the Department unless stated otherwise by the Department Contract Manager in writing. The consequences for non-performance of each deliverable listed are set forth below.

[the below are examples and are not intended to serve as the final scope of deliverables for any issued Letter of Authorization under the Contract]

Deliverable	Acceptance Criteria	Due Date <i>(unless modified in writing by the Department Contract Manager)</i>
<Objective>	<Explanation of acceptance criteria for objective>	<Date certain or date within number of calendar days of receipt of documentation>
<Budget>	The budget shall address all services and activities including, as applicable, estimated project hours, equipment, travel needs, miscellaneous expenses, and any other indirect project costs. <Budget for this LOA is not to exceed \$ ___ >	The budget shall be submitted and approved by Department Contract Manager in writing before Contractor is authorized to begin work under this LOA. The budget is subject to modification via written agreement by the parties.
<Status Reports>	Status Reports shall be submitted in accordance with the terms of the Contract to the Department Contract Manager	Submitted monthly following the first calendar month after submission of the LOA until completion of all deliverables of the LOA.

C. REMEDIES FOR CONTRACTOR NON-PERFORMANCE: Failure of the Contractor to satisfactorily:

1. Comply with the acceptance criteria identified for each deliverable in this LOA or specified as additional acceptance criteria as agreed to by the parties during the Agreement term will result in automatic rejection of the deliverable and the deliverable shall not be invoiced or paid until correction is made; or
2. Complete each deliverable specified in this LOA shall result in rejection of an invoice
3. Failure to complete each deliverable in accordance with the provision of this LOA will result in a \$150.00 per day until a deliverable is satisfactorily received.

D. FEES: \$ ___/hr. <<, up to a maximum of [x] hours,>> to be invoiced in accordance with this LOA and the above-referenced Agreement.

E. EXPENSES: Expenses, up to a maximum of \$____.00, are authorized to the extent the expense is necessary to fulfill requirements of this LOA and is in accordance with Attachment A of the above-referenced Agreement.

Comments:

The Contractor's Contract Manager is _____

Relevant materials are attached. Relevant materials will follow.

Department Contract Manager Printed Name Date

Tel. #: _____ Office Email Address: _____

**PRICE RESPONSE FORM
ATTACHMENT 3**

Instructions: The Respondent shall provide its fixed hourly rate in each highlighted line below. The Respondent's failure to provide a fixed hourly rate in each highlighted line below will result in the Department deeming the Respondent non-responsive and ineligible for Contract award.

	Initial Term Fixed Hourly Rate	Renewal Years 1 -5 Fixed Hourly Rate
Deliverable 1, Regulatory Proceeding Representation (may include on-site representation), as described in the Statement of Work	\$ 	\$
Deliverables 2 through 4, Market Trend Analysis, Industry and Consumer Services Analysis, and Special Projects, as described in the Statement of Work	\$ 	\$

**Department of Financial Services
Attachment 4**

**State of Florida
PUR 1000
General Contract Conditions**

Contents

1. Definitions.
2. Purchase Orders.
3. Product Version.
4. Price Changes Applicable only to Term Contracts.
5. Additional Quantities.
6. Packaging.
7. Inspection at Contractor's Site.
8. Safety Standards.
9. Americans with Disabilities Act.
10. Literature.
11. Transportation and Delivery.
12. Installation.
13. Risk of Loss.
14. Transaction Fee.
15. Invoicing and Payment.
16. Taxes.
17. Governmental Restrictions.
18. Lobbying and Integrity.
19. Indemnification.
20. Limitation of Liability.
21. Suspension of Work.
22. Termination for Convenience.
23. Termination for Cause.
24. Force Majeure, Notice of Delay, and No Damages for Delay.
25. Changes.
26. Renewal.
27. Purchase Order Duration.
28. Advertising.
29. Assignment.
30. Antitrust Assignment
31. Dispute Resolution.
32. Employees, Subcontractors, and Agents.
33. Security and Confidentiality.
34. Contractor Employees, Subcontractors, and Other Agents.
35. Insurance Requirements.
36. Warranty of Authority.

37. Warranty of Ability to Perform.
38. Notices.
39. Leases and Installment Purchases.
40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).
41. Products Available from the Blind or Other Handicapped.
42. Modification of Terms.
43. Cooperative Purchasing.
44. Waiver.
45. Annual Appropriations.
46. Execution in Counterparts.
47. Severability.

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

- (a) “Contract” means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
- (b) “Customer” means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The “Customer” may also be the “Buyer” as defined in the PUR 1001 if it meets the definition of both terms.
- (c) “Product” means any deliverable under the Contract, which may include commodities, services, technology or software.
- (d) “Purchase order” means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor’s order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. **Product Version.** Purchase orders shall be deemed to reference a manufacturer's most recently release 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.
4. **Price Changes Applicable only to Term Contracts.** If this is a term contract for commodities or services, the following provisions apply.
 - (a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.
 - (b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.
 - (c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.
 - (d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.
 - (e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing 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 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.
5. **Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the

amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

- 6. Packaging.** Tangible product shall 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 shall become and remain Customer's property.
- 7. Inspection at Contractor's Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.
- 8. Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.
- 9. Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.
- 10. Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
- 11. Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.
- 12. Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product 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. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF**

MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.

- 15. Invoicing and Payment.** Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

- 16. Taxes.** The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

- 17. Governmental Restrictions.** If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, 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 cancel the Contract at no further expense to the Customer.

- 18. Lobbying and Integrity.** Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) 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 exercise of discretion, or violation of a known legal duty, or (2) 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 (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or

other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, 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 shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>). 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 this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. 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 shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State'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 shall not be entitled to recover any cancellation charges or lost profits.

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall 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 shall 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 shall 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.

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or 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 (1) within ten (10) 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 (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall 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 but not limited to 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 paragraph, 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 State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be

unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

- 28. Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to 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 State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.
- 29. Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.
- 30. Antitrust Assignment.** The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.
- 31. Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

- 32. Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations

relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall 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 State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, 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 State of Florida.

35. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

36. 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.

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it

nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <https://pride-enterprises.org/>.

41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "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, 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 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 qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing

additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, 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 product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor’s use of the contract is cost-effective and in the best interest of the State.

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

45. Annual Appropriations. The State’s performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

DEPARTMENT OF FINANCIAL SERVICES
Public Records Requirements

Addendum A

1. Public Records Access Requirements.

- a. If the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from public access pursuant to section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

2. Public Records Requirements Applicable to All Contractors.

- a. For purposes of the Contract, the Contractor is responsible for becoming familiar with Florida's Public Records law, consisting of chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (Public Records Law).
- b. All requests to inspect or copy Public Records relating to the Contract must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Contract is governed by Public Records Law.
- c. If the Contractor has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the records the Contractor claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. The un-redacted copy of the records must contain the Contract name and number and must be clearly labeled "Confidential" or "Trade Secret." The redacted copy of the records should only redact those portions of the records that the Contractor claims are Confidential or Trade Secret. If the Contractor fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.
- d. If the Department receives a Public Records request, and if records that have been marked as "Confidential" or "Trade Secret" are responsive to such request, the Department will provide the Contractor-redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Contractor that such an assertion has been made. It is the Contractor's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Contractor claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Contractor prompt notice of the demand, when possible, prior to releasing the portions of records the Contractor claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Contractor's failure to promptly legally protect its claim of exemption and commence such protective actions within ten days of receipt of such notice from the Department.
- e. If the Contractor claims that the records are "Trade Secret" pursuant to section 624.4213, F.S., and all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.
- f. The Contractor shall ensure that exempt or confidential and exempt Public Records are not disclosed except as permitted by the Contract or by Public Records Law.

Addendum A

3. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

If the Contractor is a “contractor” as defined in section 119.0701(1)(a), F.S., the Contractor shall:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the Department with a copy of requested Public Records or allow the Public 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.
- c. 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 Contract term and following completion of the Contract if the Contractor does not transfer the Public Records to the Department.
- d. Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department 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 Public Records stored electronically must be provided to the Department, upon request from the Department’s custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.
- e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT PUBLIC RECORDS AT:**

Telephone: (850) 413-3149
Email: PublicRecordsRequest@myfloridacfo.com
Mailing Address: The Department of Financial Services
Office of Open Government
PL-11, The Capitol
Tallahassee, Florida 32399-0301

A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.

DEPARTMENT OF FINANCIAL SERVICES
Data Security Requirements

Addendum B

1. Definitions.

For the purposes of this Addendum, the following terms are defined as set forth below:

- a. Business Days – Monday through Friday, inclusive, except for holidays identified in section 110.117, Florida Statutes (F.S.), or emergencies identified by the Department’s Contract Manager.
- b. Calendar Days – All days, including weekends and holidays.
- c. Cloud Computing – A service, solution, or option as defined in 60GG-4.001, Florida Administrative Code (F.A.C.).
- d. Cloud Service Provider – Person, organization, or entity responsible for making a cloud computing service, solution, or option available to a consumer.
- e. Contractor – The entity selected to provide goods or services to the Department and its employees, officers, subcontractors, agents, representatives, distributors, and resellers.
- f. Data-at-Rest – Stationary electronic or digital Open Data and Non-Open Data stored in any digital form or medium.
- g. Department – The Department of Financial Services, an agency of the State.
- h. Breach – A confirmed event that compromises the confidentiality, integrity, or availability of information or data.
- i. Non-Open Data – Any data that is in the possession or under the control of the State or the Contractor that is confidential information exempt from public disclosure pursuant to Chapter 119, Florida Statutes, (F.S.) (Public Records); personal information enumerated in section 501.171(1)(g), F.S. (Consumer Protection); and/or any data that is restricted from public disclosure based on federal or state laws and regulations, including, but not limited to, those related to privacy, confidentiality, security, personal health, business or trade secret information, and exemptions from state public records laws. Non-Open Data also includes data that any state agency, the Department of Legal Affairs, the Department of Financial Services, or the Department of Agriculture and Consumer Services is statutorily authorized to assess a fee for its distribution.
- j. Open Data – Any and all data meeting the definition of “Open data” in section 282.0041, F.S. (Communications and Data Processing).
- k. State – The state of Florida.

2. Data Security.

- a. The Contractor shall meet or exceed the National Institute of Standards and Technology (NIST) Framework for Improving Critical Infrastructure Cybersecurity, Version 1.1, as detailed in Rule Chapter 60GG-2, F.A.C.
- b. The Contractor shall comply with section 501.171, F.S. (Consumer Protection), to protect and secure Non-Open Data.
- c. If a breach of Non-Open Data occurs, the Contractor shall provide notice to the Department as expeditiously as practicable, but no later than thirty (30) Calendar Days after the determination of the breach or reason to believe a breach occurred. Notice must be provided to the Department’s Security Operations, Office of Information Technology, via email to DFS-SecurityOpsAlerts@myfloridacfo.com and via telephone at (850) 413-2231.
- d. If the Contractor is a Cloud Service Provider, the Contractor shall engage a certified public accounting firm on an annual basis, at no cost to the Department, to perform a Statement on Standards for

Attestation Engagements SSAE 18 SOC 2 Type II audit in accordance with the professional standards established by the American Institute of Certified Public Accountants (AICPA) for all systems used to comply with data security obligations under this Contract. The Contractor shall ensure the Department's Contract Manager's receipt of the annual audit report in Adobe Acrobat PDF (.pdf) format, within ten (10) Business Days of the Contractor's receipt of the report from the auditor. The Department's expectation is that all audits conducted will find the Contractor in full compliance with all data security standards. If an auditor notes any exceptions or deficiencies the Contractor shall provide its audit response and identify any correctable items to the Department.

3. Disclosure Restrictions.

The Contractor shall not divulge to any third party any Non-Open Data obtained by the Contractor in the course of performing its contracted work unless required by law or legal process, and only after notice to the Department. The Contractor will not be required to keep confidential any information that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's Non-Open Data, or information that is otherwise obtainable under State law as a public record.

4. Data Access and Storage.

- a. No Data-at-Rest will be stored outside of the continental United States of America regardless of method or medium, except as required by law or approved in writing by the Chief Financial Officer (CFO) or the CFO's designee, pursuant to 60GG-4.002, F.A.C.
- b. Access to Non-Open Data will only be available to personnel with a legitimate business need who are approved and authorized by the Department.
- c. Remote access to data other than Open Data from outside of the continental United States is prohibited unless approved in writing by the CFO or the CFO's designee, pursuant to 60GG-4.002, F.A.C.
- d. Requests for remote access shall be submitted to the Department's Contract Manager. With approval from the Department, third parties may be granted time-limited remote access to IT resources as necessary for the fulfillment of related responsibilities. Remote connections are subject to detailed monitoring via two-way log reviews and the use of other tools. When remote access is no longer needed, the Contractor shall notify the Department's Contract Manager, and access shall be promptly removed when no longer appropriate.
- e. If required by the Department, the Department will escort any remote support access and maintain visibility of the Contractor actions during remote support sessions.

5. Data Encryption and Protection.

The Contractor shall encrypt all data transmissions (e.g., "data-in-transit") containing Non-Open Data using industry-accepted methods and best practices, pursuant to 60GG-2.003, F.A.C.

6. Breach and Liability.

The Contractor agrees to protect, indemnify, defend, and hold harmless the Department from and against any and all costs, claims, demands, damages, losses, and liabilities arising from or in any way related to the Contractor's breach of this Addendum B or the negligent acts or omissions of the Contractor related to this Addendum B.

7. Separate Security Requirements.

Any Criminal Justice Information Services-specific (CJIS) and/or Health Information Portability and Accountability Act-specific (HIPPA) security requirements are attached in a separate addendum, if applicable.

8. Ownership of Non-Open Data.

Non-Open Data shall be made available to the Department upon its request, in the form and format reasonably requested by the Department. Title to all Non-Open Data will remain property of the Department and/or become property of the Department upon receipt and acceptance. The Contractor shall not possess or assert any lien or other right against or to any Non-Open Data in any circumstances.

9. Cooperation with the State and Third Parties.

The Contractor agrees to cooperate with the following entities: the State, the State's other contractors, the State's agents including properly authorized governmental entities, the State's authorized third parties such as technology staff under contract with the State, and other properly authorized individuals who directly or indirectly access Non-Open Data on behalf of any of the entities listed in this section. The Contractor shall also provide reasonable access to the Contractor's Contract personnel, systems, and facilities to these same entities, when reasonably requested by the Department. The Contractor agrees to impose these same requirements on all subcontractors providing services under this Contract.

APPENDIX C

Mandatory Criteria Certification Form

**DEPARTMENT OF FINANCIAL SERVICES
Mandatory Criteria Certification Form**

Appendix C

By submitting this form, the Respondent acknowledges that the Department will rely on the representations made on this form in making its decision of award. If the Department discovers that any of the information on this form is false prior to the award of the Contract, the Department reserves the right to deem the Respondent non-responsive and cease any consideration of its Response. If the Department discovers that any information on this form is false after the award to the Respondent is made, the Department reserves the right to terminate the Contract and hold the Respondent liable for costs associated with re-procurement.

A Respondent’s failure to provide a “Yes” Certification Answer for each Certification Question below will result in the Respondent being deemed non-responsive.

As the person authorized to sign this form, I certify that the Certification Answers provided below are accurate as to the Respondent.

Respondent Name: _____

Authorized Representative: _____
Printed Name
Signature
Date

#	Certification Question	Certification Answer	
1.	Does the Respondent certify that the person submitting the Response is authorized to respond to this solicitation on the Respondent’s behalf?	__ Yes	__ No
2.	Does the Respondent certify that it has met the disclosure requirements for Conflicts of Interest as outlined in Section 6 of the PUR 1001?	__ Yes	__ No
3.	Does the Respondent certify that it is not on the Convicted Vendor List, Discriminatory Vendor List, or Suspended Vendor List as provided in sections 287.133, 287.134, and 287.1351, Florida Statutes (F.S.), respectively?	__ Yes	__ No
4.	Does the Respondent certify compliance with Section 9, Respondent’s Representation and Authorization, of the PUR 1001, as modified by section 3.1, Instructions to Respondents, of the Invitation to Bid document?	__ Yes	__ No
5.	Does the Respondent certify that it is not engaged in a boycott of Israel or on the Scrutinized Companies that Boycott Israel List?	__ Yes	__ No
6.	Does the Respondent certify that: (a) it is registered with the Florida Department of State, (b) if awarded a contract under this solicitation, it will register with the Florida Department of State prior to contract execution, or (c) it is not required to register with the Florida Department of State (see applicable sections of Title XXXVI, Business Organizations, chapters 605-623, F.S.)?	__ Yes	__ No
7.	Does the Respondent certify that it is not (a) on the Scrutinized Companies with Activities in Sudan List, or (b) on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List?	__ Yes	__ No

8.	Does the Respondent certify that, if awarded a contract under this solicitation, it will register with and use the E-Verify system as defined in section 448.095(1)(e), F.S., in compliance with section 448.095(2)(a), F.S.?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
9.	Does the Respondent certify that it has not had a contract terminated pursuant to section 448.095(2)(c), F.S., by a public employer as defined in section 448.095(1)(i), F.S., within the last 1 year?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
10.	Does the Respondent certify that it has complied with any applicable disclosure requirements in section 286.101, F.S.?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
11.	Does the Respondent certify that the actuarial services provided under the RFP shall be completed by an actuary who is a member of either or both of the Casualty Actuarial Society or the American Academy of Actuaries?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

APPENDIX D

Description of Contract Disputes Form

**DEPARTMENT OF FINANCIAL SERVICES
Office of the Insurance Consumer Advocate
2324-05 RFP ICA
Evaluator Score Sheet**

Appendix D

INSTRUCTIONS

Each evaluator is encouraged to read the entirety of a Response before assigning scores for any one section. Evaluators must score each Response being evaluated on a separate Evaluator Score Sheet. Throughout the evaluation process, the confidentiality and security of the Responses and the scoring process must be maintained.

Each evaluator will independently score Volume Two: Technical Response. The evaluation team will not review or evaluate any other volumes of the Response.

TECHNICAL RESPONSE EVALUATION CRITERIA

The evaluation of each Response will involve scoring two (2) sections of the Volume Two: Technical Response:

- Section 1 – Experience and Ability
- Section 2 – Proposed Approach.

Criteria have been developed for each category and are presented on the score sheet. A score should be assigned to each criterion as follows:

Assessment	Assessment Description	Maximum Points - 20	Maximum Points - 15	Maximum Points - 10
Excellent	<ul style="list-style-type: none"> • Demonstrates superior understanding of the services sought; • Greatly exceeds minimum requirements; and • Provides excellent and innovative ability and approach to deliver the services. 	17-20	13-15	9-10
Good	<ul style="list-style-type: none"> • Above-average understanding of the services sought; • Partially exceeds minimum requirements; and • Provides above-average ability and approach to deliver the services. 	13-16	10-12	7-8

Adequate	<ul style="list-style-type: none"> • General understanding of the services sought; • Meets minimum requirements; and • Provides acceptable ability and approach to deliver the services. 	9-12	7-9	5-6
Fair	<ul style="list-style-type: none"> • Limited understanding of the services sought; or • Partially addresses minimum requirements; or • Presents limited ability to deliver the services. 	5-8	4-6	3-4
Poor	<ul style="list-style-type: none"> • Insufficient understanding of the services sought; and • Fails to demonstrate ability to deliver the services. 	1-4	1-3	1-2
Not Addressed	<ul style="list-style-type: none"> • Information necessary to assign a score is not addressed in Volume Two: Technical Response. 	0	0	0

Scoring should reflect the evaluator’s independent evaluation of the Respondent’s Volume 2: Technical Response based on each criterion and should reflect the Respondent’s ability to meet each function, characteristic, performance level, or specification described in the RFP.

Once the evaluator has completed a score sheet for each Response, the evaluator must submit the completed score sheets to the Procurement Officer.

Respondent’s Name:			
Section 1: Evaluation Criteria for Respondent’s Experience and Ability	RFP Section	Maximum Points	Points Awarded
1. How well has the Respondent demonstrated through its past experience the ability to provide similar services to both governmental entities and private businesses?	RFP Section 3.3.2	20	
2. How well does the Respondent’s organization chart and narrative of available resources demonstrate the Respondent’s ability provide the requested services?	RFP Section 3.3.2	10	
3. How well does the Respondent’s identified personnel’s curriculum vitae’s address the Respondent’s ability to perform the requested services?	RFP Sections 3.3.2	10	

Section 2: Evaluation Criteria for Respondent's Proposed Approach	RFP Section	Maximum Points	Pointed Awarded
4. How well does the Respondent's overall proposed approach to the provision of services meet the requirements of the RFP?	RFP Section 3.3.2	20	
5. How well does the Respondent's expertise, knowledge, and proposed strategies address the requirements of the RFP?	RFP Section 3.3.2	20	
6. How well does the Respondent demonstrate their ability to provide the ongoing customer support contemplated in the RFP (e.g., responding to ad hoc report requests, flexibility of personnel)?	RFP Section 3.3.2	10	
7. How well did the Respondent's proposal demonstrate their understanding of project timelines and ability to provide deliverables in a timely manner?	RFP Section 3.3.2	10	
Total Points for Volume Two: Technical Response		100	

EVALUATOR NAME: _____

EVALUATOR SIGNATURE: _____ **DATE:** _____

APPENDIX E
Awards Preferences Form

**DEPARTMENT OF FINANCIAL SERVICES
Award Preferences Form**

Appendix E

The Respondent's responses on this form will only be used in the event one or more Respondents receive an identical highest score. If the Department discovers that any information on this form is false after the award to the Respondent is made, the Department reserves the right to terminate the Contract and hold the Respondent liable for costs associated with re-procurement.

1. Choose the responses that apply by checking the applicable box(es) below:

- Respondent is a certified minority business enterprise as defined in section 288.703, Florida Statutes, (F.S.).
- Respondent is a certified veteran business enterprise as provided in section 295.187, F.S.
- Respondent has implemented a drug-free workplace program in accordance with section 287.087, F.S.
- Respondent is a foreign manufacturing company with a factory in Florida and employing over 200 employees working in Florida.
- Respondent is not eligible for any of the above preferences.

2. Complete the following statement:

Respondent has a net worth of _____.

As the person authorized to sign this form, I certify that the information provided above is accurate as to the Respondent.

Name of Respondent: _____

Signature: _____

Printed Name: _____

Date: _____

APPENDIX F

Description of Contract Disputes Form

DEPARTMENT OF FINANCIAL SERVICES
Description of Contract Disputes Form

Appendix F

Definition:

The term “contract disputes” means any circumstance involving the performance or non-performance of a contractual obligation that resulted in any of the following actions:

- Identification by the contract customer that the Respondent was in default or breach of a duty or performance under the contract;
- An issuance of a notice of default or breach;
- The institution of any judicial or quasi-judicial action against the Respondent as a result of the alleged default or defect in performance; or
- The assessment of any fines or direct, consequential, or liquidated damages under such contracts.

Instructions:

The Respondent must report all contract disputes the Respondent (including its affiliates, subcontractors, agents, etc.) has had with any customer within the last three years related to contracts under which the Respondent provided (or provides) commodities and/or services in the United States on an organizational or enterprise level that may impact or has impacted the Respondent’s ability to provide the services described in this solicitation.

For each contract dispute, the Respondent must provide the following information:

- Identify the contract to which the dispute related;
- Explain what the dispute related to; and
- Explain whether and how the dispute was resolved.

The Respondent may use additional pages if required.

Select one:

- The Respondent has no contract disputes to report.**
- The Respondent has the following contract dispute(s) to report:**

APPENDIX G

Foreign Country of Concern Attestation Form

**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date: