

**State of Florida
Office of Insurance Regulation**

**Request for Proposals (RFP)
Number: 18-1
Website Redesign**

Procurement Officer:
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Failure to file a protest within the time prescribed in section 120.57(3), F.S., 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, F.S.

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Attachments

#	Name	Intentionally Omitted	Attached for Reference	To Be Completed and Returned
A	Standard Contract, including: Contract Signature Page; Attachment 1, Standard Terms and Conditions; Attachment 2, Statement of Work; Attachment 4, PUR 1000; Addendum A, Public Records Requirements; and Addendum B, Data Security Requirements		./	
B	Mandatory Criteria Certification Form			./
C	Price Response Form			./
D	Business Reference Form			./
E	Award Preferences for Identical Eyaluation ofResponses Form		./	
F	Evaluator Score Sheet		./	

SECTION 1. INTRODUCTION

1.1 PURPOSE

The Office of Insurance Regulation (Office), an agency of the state of Florida (State), is issuing this Request for Proposals (RFP) to establish a contract with an experienced web development and enterprise content management company to redesign and create a website that meets the needs of the Office and provides the insurance buying public with seamless citizen-centric navigation scheme that is intuitive for the average web user and allows access to relevant information published by the Office. The Office will select a firm with demonstrated experience in managing website projects, and expertise with best practices regarding successful design, development and deployment of public sector websites. The solicitation will be administered through the Vendor Bid System (VBS), the State internet-based vendor information system at http://www.mvflorida.com/apps/vbs/vbs_main_menu. The submitted Response must comply with the terms and conditions stated in this RFP.

1.2 SOLICITATION OBJECTIVE

The Office intends to enter into a contract for website redesign and development using the Attachment A, Standard Contract, hereby incorporated by reference. The Office intends to make a single award; however, the Office reserves the right to award to one Respondent or multiple Respondents by region, as permitted by section 287.042(13), Florida Statutes (F.S.), or to make no award, as determined to be in the best interest of the State. If more than one contract is awarded, then the use of the terms "Contract," "Contractor," "Response," and "Respondent," includes the plural when applicable.

1.3 TERM

The initial term of the Contract, as defined below, will be One year beginning on the date of execution.

1.4 DEFINITIONS

The Form PUR 1001, General Instructions to Respondents (PUR 1001), found in Rule 60A-1.002, Florida Administrative Code (F.A.C.), is hereby incorporated by reference and can be accessed at http://dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms. In addition to the definitions in the PUR 1001 and the definitions in the Standard Contract's Attachment 2, Statement of Work, and Attachment 4, PUR 1000, the following definitions also apply to this RFP:

Business Days - Monday through Friday, inclusive, except for State government holidays.

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 authority.

Contract- the agreement that results from this competitive procurement, if any, between the Office and the Respondent identified as providing the Response that is determined to be the most advantageous to the State.

Contractor - the Respondent that will be awarded a Contract pursuant to this solicitation.

Respondent- an entity that submits a Response to this RFP.

Response - a formal response to this RFP.

1.5 SPECIAL ACCOMMODATIONS

Any person requiring a special accommodation due to a disability should contact the Office's Procurement Officer (Procurement Officer). Requests for accommodations for meetings must be made at least five (5) Business Days prior to the meeting.

1.6 PROCUREMENT OFFICER

Pursuant to section 287.057(23), F.S., and the PUR 1001, section 21, the Procurement Officer is the sole point of contact from the date of release of this RFP until seventy-two (72) hours after the notice of intended award is posted, excluding Saturdays, Sundays, and State government holidays. Violation of this provision may be grounds for rejecting a Response.

The Procurement Officer is:

Laura Jennings
Purchasing Director
Department of Financial Services
Email: DFSPurchasing@myfloridacfo.com

Refer ALL inquiries in writing to the Procurement Officer by email. Responses to timely questions posed to the Procurement Officer will be posted on the VBS, at <http://myflorida.com/apps/vbs/vbs> www.main menu in accordance with Section 2.1.1, Solicitation Phase, below

The Office will not talk to any Respondents or their agents regarding a pending solicitation. Please note that questions will NOT be answered via telephone.

*****ALL EMAILS TO THE PROCUREMENT OFFICER SHALL CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL*****

1.7 SUPPORTING DOCUMENTATION

The Office's current website can be found at www.floir.com

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. The RFP process involves two phases: Solicitation and Evaluation.

2.1.1 Solicitation Phase

2.1.1.1 Pre-Response Conference

The Office will not hold a pre-Response conference.

2.1.1.2 Question and Answer Period

Respondents may submit written questions or requests for clarification regarding the terms, conditions, and requirements of the RFP and its attachments, and any processes described in those documents, to the Procurement Officer by email by the deadline listed in Section 2.2, Timeline, below. If terms included in Attachment A, Standard Contract, are impractical or, for legal or operational reasons, impossible, Respondents are encouraged to submit questions regarding the Office's acceptance of specified alternative terms. The Office will address all inquiries submitted by the deadline. If the Office accepts any specified alternative terms proposed or otherwise makes changes based on questions received, the Office will issue an addendum to the RFP that reflects the changes made.

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

Responses to all written inquiries, and clarifications or addenda to the RFP, will be made through the VBS.

Each submission must have the RFP number in the subject line of the email. Questions must be submitted in the following format to be considered:

Question#	Respondent	RFP Section	RFP Page #	Question

2.1.1.3 Submission of Responses

Once the Office posts the answers to the questions, Respondents may begin submitting Responses as indicated in Section 3.3, How to Submit a Response; however, Respondents are encouraged to submit their Responses no earlier than five (5) days prior to the submission deadline. Respondents' Responses must be submitted by the deadline listed in Section 2.2, Timeline, below.

2.1.1.4 Public Response Opening

The Office will open the Responses in a public meeting at the date, time, and location noted in Section 2.2, Timeline. The Procurement Officer will review the entire Response to ensure that all required pieces were timely submitted. Prices will not be read aloud at the Response opening.

2.1.2 Evaluation Phase

2.1.2.1 Administrative Review

All Responses will be reviewed by the Procurement Officer to determine whether the Responses submitted are complete and whether the Responses meet the minimum mandatory criteria listed in Attachment B, Mandatory Criteria Certification Form. (Regarding the cure process, see Section 2.8, Response Qualification and Cure Process.) Complete Responses that meet the minimum mandatory criteria will be sent to the evaluation team for its qualitative review.

2.1.2.2 Technical Response Evaluation

All Responses reviewed by the Procurement Officer pursuant to Section 2.1.2.1, Administrative Review, and determined to be responsive will be evaluated according to the criteria in Attachment F, Evaluator Score Sheet, and set forth in this RFP. The Responses will be scored individually and the points for price will be added to the evaluation team scores by the Procurement Officer. After the evaluation phase, the Procurement Officer will compile the final evaluation scores and forward them as the recommendation of award to the Insurance Commissioner, or designee.

2.2 TIMELINE

The following schedule will be strictly adhered to in all actions relative to this solicitation. The Office reserves the right to make adjustments to this schedule and will notify participants in the solicitation by posting an addendum on VBS. It is the responsibility of the Respondent to check VBS on a regular basis for such updates.

Event	Event Time Eastern Time (ET)	Event Date
RFP posted on the VBS.	<i>NIA</i>	February 15, 2019
Deadline to submit questions to Procurement Officer.	5:00 PMET	March 5, 2019
<u>Anticipated</u> date to post answers to Respondents' questions on VBS.	3:00 PMET	March 8, 2019
Deadline to submit Responses and all required documents to the Office.	3:00 PMET	March 19, 2019
Public Response opening. Laura Jennings, 200 E. Gaines Street, Tallahassee, FL, Larson Building Room 116	3:15 PMET	March 19, 2019
<u>Anticipated</u> date to post Notice of Intent to Award on VBS.	<i>NIA</i>	April 9, 2019

2.3 ADDENDA/AMENDMENTS TO THE RFP

The Office reserves the right to modify this RFP by issuing addenda and/or amendments. All changes to the RFP will be made through addenda or amendments posted on the VBS. It is the responsibility of the Respondent to check for any changes on the VBS.

2.4 CONTRACT FORMATION

The Office may enter into a Contract with the Respondent awarded pursuant to Section 5, Award. In addition to other relevant documents, the Contract will consist of the Contract Signature Page; Attachment 1, Standard Terms and Conditions; Attachment 2, Statement of Work; Attachment 4, the attached Addenda; relevant portions of the Response submitted by the awarded Respondent; and the Price Response submitted by the awarded Respondent. See Attachment A, Standard Contract, and all its attachments for more details on final contract formation.

The Office objects to and will not consider any additional terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Response, except those identified in the Contract. The Respondent shall bring any perceived inconsistencies among any of the provisions of the RFP and its attachments to the attention of the Office prior to the submission of its Response. At any time during the solicitation, the Office may specifically identify and incorporate by reference any additional documents which are to be incorporated into the Contract. The Contract will be posted on the Internet on the Florida Accountability Contract Tracking System (FACTS) in accordance with section 215.985, F.S., the Transparency Florida Act.

2.5 DISCLOSURE OF RESPONSE CONTENTS

All documentation submitted as a Response to the RFP will become the exclusive property of the Office and will not be returned to the Respondent. Responses received by the Office 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.

2.6 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 Office 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.

2.7 CLARIFICATION PROCESS

The Office may request clarification from the Respondent for the purpose of resolving ambiguities or questioning information presented in its Response. Clarifications may be requested throughout the solicitation process. The Respondent's answers to requested clarifications must be in writing and must address only the information requested. The Respondent's answers to requested clarifications must be submitted to the Office within the time specified by the Office in the requested clarification.

2.8 RESPONSE QUALIFICATION AND CURE PROCESS

In the interest of maximizing competition, the Response qualification and cure process seeks to minimize, if not eliminate, Respondent disqualifications resulting from nonmaterial, curable deficiencies in the Response. During the Administrative Review portion of the evaluation, if the Office determines that a nonmaterial, curable deficiency in the Response will result in the disqualification of a Respondent, the Office may notify the Respondent of the deficiency and a timeframe within which to provide the information. This process is at the sole discretion of the Office; therefore, the Respondent is advised to ensure that its Response is compliant with the RFP at the time of submittal.

2.9 INFORMATION FROM OTHER SOURCES

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

2.10 DIVERSITY

The Office is dedicated to fostering the continued development and economic growth of minority-, veteran-, and woman-owned small businesses. Participation of a diverse group of Respondents doing business with the State is central to the Office's effort. To this end, minority-, veteran-, and woman-owned small business enterprises are encouraged to participate in the State's procurement process as both prime contractors and subcontractors.

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_fonns_references_resources/purchasing_forms.

The following sections of the PUR 1001 are inapplicable:

Section 3. Electronic Submission of Responses

Responses shall be submitted in accordance with Section 3.3, How to Submit a Response, below.

Section 5. Questions

Questions shall be submitted in accordance with Section 2.1.1.2, Question and Answer Period, above.

The Special Instructions are in the remaining sections of this Section 3. 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.

3.2 WHO MAY RESPOND

The Office will evaluate Responses from responsive and responsible Respondents that meet the requirements of Attachment B, Mandatory Criteria Certification Form, and provide the mandatory documentation listed in the Mandatory Criteria Certification Form and elsewhere in this solicitation.

3.3 HOW TO SUBMIT A RESPONSE

The Respondent must submit:

- One (1) original version of each volume of the Response.
 - o The Respondent must 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.
- Four copies of Volume One (Response Qualification Documents) and Volume Two (Technical Response).
 - o The Respondent must include an exact copy of the original Response. The Respondent must label the cover and spine of the volumes "Copy# ____, Volume# __ , Binder __ of __ , " and include the Respondent's name, and the RFP number.
- One (1) copy of Volume Three (Price Response).
- One (1) scanned copy of the entire Response on a CD-ROM or flash drive, with files larger than 1.8 gigabytes scanned as navigable, separate .pdf files.
- One (1) REDACTED scanned copy of the Response, to include one (1) Confidential Information index, if applicable (see Section 3.8, Confidential Response Materials and Redacted Submissions) on a CD-ROM or 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 Volumes One and Two of the Response in lieu of separate binders, but Volume Three must still be delivered as a separately sealed and labeled document.

The Respondent should note that the Office will not consider any exceptions to the terms of Attachment A, Standard Contract, regardless of whether the Respondent lists such exceptions in its Response. In submitting a Response, the Respondent confirms that it is willing and able to comply with the terms specified in Attachment A, Standard Contract, as certified on Attachment B, Mandatory Criteria Certification Form.

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

RESPONSES RECEIVED AFTER THE EXACT TIME SPECIFIED IN SECTION 2.2, TIMELINE, WILL NOT BE CONSIDERED.

3.4 CONTENTS OF RESPONSE

It is a mandatory requirement of this RFP that the Response contain all the documents listed below. The Respondent shall organize the contents of each Response submittal as follows:

Volume One: Response Qualification Documents

- Cover Letter
- Attachment B, Mandatory Criteria Certification Form (and any documentation required therein)
- Attachment D, Completed Business Reference Forms
- Description of Contract Disputes

Volume Two: Respondent's Technical Response

- Narrative on Experience and Ability
- Respondent's Proposed Approach

Volume Three: Price Response

- Attachment C, Price Response Form (Separately Sealed)

3.5 VOLUME ONE: RESPONSE QUALIFICATION DOCUMENTS

3.5.1 Cover Letter

The Respondent must provide a cover letter on the Respondent's letterhead with the following information:

- Name and principle place of business of the Respondent. Include information regarding all Florida or other locations pertinent to providing the services requested in this procurement
- Primary location at which the work will be performed

3.5.2 Mandatory Criteria Certification Form (and any documentation required therein)

The Respondent must complete and submit Attachment B, Mandatory Criteria Certification Form. Respondents will complete the form by checking "Yes" or "No" next to each question, unless otherwise indicated in the question, and signing the bottom. Completion of this form is mandatory. The Respondent must meet the qualifications identified in the Mandatory Criteria Certification Form to be considered for award. If criteria listed specifies that it must be validated with supporting documentation, the Respondent must include the required supporting documentation with the Mandatory Criteria Certification Form. The Office will not evaluate a Response from a Respondent who answers "No" to any of the criteria or fails to provide the required supporting documentation (unless the failure to provide the documentation is determined to be curable in accordance with Section 2.8, Response Qualification and Cure Process). Failure to meet mandatory requirements will cause rejection of the Response or, if material misrepresentations are discovered after award, termination of the Contract.

3.5.3 Business References

The Respondent must have at least three clients complete Attachment D, Business Reference Form, and must include the completed forms in its Response. The references must be from clients to whom the Respondent:

- 1) currently provides services (similar in size and scope to those solicited herein); or
- 2) has provided services (similar in size and scope to those solicited herein) within the three five preceding the date this RFP was posted.

3.5.4 Description of Contract Disputes

The Respondent must identify all contract disputes the Respondent (including its affiliates, subcontractors, agents, etc.) has had with any customer(s) within the last five years related to contracts under which the Respondent provided(s) 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. 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.

For each dispute, the Respondent shall list 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.

If there are no such contract disputes, the Respondent shall submit a statement confirming this fact under this title in its Response.

3.6 VOLUME TWO: RESPONDENT'S TECHNICAL RESPONSE

The Respondent must provide the following information to be evaluated according to the methodology listed in Section 4, Selection Methodology:

- Narrative on experience and ability
 - o A written summary of the Respondent's prior relevant technical experience, capability, procedures and staff demonstrating the ability to provide these services.
 - o Describe experience working with the SiteFinity Content Management System (CMS)
 - o 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
 - o Examples of similar work done for state or public entities
- Respondent's Proposed Approach
 - o The Respondent must fully describe its plan for carrying out the services on design or redesign of the existing website to meet the Office's requirements and needs as fully described in this RFP.
 - o The Respondent must fully describe its plan for providing training to designated OIR staff on use of SiteFinity

3.7 VOLUME THREE: PRICE RESPONSE (SEPARATELY SEALED)

The Respondent must complete and return Attachment C, Price Response Form.

3.8 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 authority (Public Records Law), then the Respondent must simultaneously provide the Office 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 must 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.

3.8.1 Redacted Submissions

If submitting a redacted version of its Response, the Respondent must mark the redacted electronic copy with the Respondent's name, Office'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. An entire Response should not be redacted. An entire page or paragraph which contains Confidential Information or exempt material should not be redacted unless the entire page or paragraph is wholly Confidential Information or exempt from Public Records Law. In the Redacted Copy, the Respondent shall redact and maintain in confidence any materials the Office 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 should 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. In addition, the Office will follow the procedures identified in the Standard Contract's Addendum A, Public Records Requirements, if the Office receives a further request for Confidential Information or exempt material that has been clearly identified as such in writing by the Respondent.

By submitting a Response, the Respondent agrees to protect, defend, and indemnify the Office 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. If the Respondent fails to submit a Redacted Copy of its Response, the Office is authorized to produce the entire unredacted Response submitted to the Office in response to a public records request.

3.9 ADDITIONAL INFORMATION

By submitting the Response, the Respondent certifies that it agrees to and satisfies all mandatory requirements specified in this RFP. At any time during the solicitation process, the Office may request, and the Respondent must provide, supporting information or documentation. Failure to supply supporting information or documentation as required and requested may result in disqualification or rejection of the Response.

SECTION 4. SELECTION METHODOLOGY

4.1 MANDATORY CRITERIA

In the Administrative Review Phase, the Procurement Officer will review Attachment B, Mandatory Criteria Certification Form, and make a determination of responsiveness. The Procurement Officer will also ensure that all documents that were labeled as "Mandatory" in this RFP have been submitted by the Respondent. Only those Responses that meet the mandatory criteria and contain all the mandatory documentation will be sent to the evaluation team for evaluation.

4.2 EVALUATION TEAM

The Office'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 commodities and/or contractual services sought.

4.3 EVALUATION CRITERIA

Each Response will be evaluated as set forth in the remaining sections of this Section 4.3.

4.3.1 Response Qualification

The evaluation team members will also review and evaluate portions of Volume One, Response Qualifications Documents, if the Evaluator Score Sheet requires the evaluation team to assign a point value to portions of Volume One.

4.3.2 Technical Response

Each evaluation team member will independently evaluate each Response against the evaluation criteria set forth in Attachment F, Evaluator Score Sheet.

4.3.3 Price Response

The Procurement Officer will evaluate Attachment C, Price Response. Price Responses for the contract term will be awarded a maximum of Ten (10) points. The scores for the Price Response will be determined based on the following formula:

Initial term: (Lowest Respondent's Price/Respondent's Price) x (Maximum Number of Points available) =Points Awarded for Price Response Award

4.4 BASIS OF AWARD

A Contract may be awarded to the responsible and responsive Respondent whose Response is deemed the most advantageous offer to the State based on points awarded, in consideration of price and selection criteria in this RFP. The Office reserves the right to award regional contracts for all or for part of the work contemplated by this solicitation.

The Office reserves the right to accept or reject any or all offers, or separable portions, and to waive any minor irregularity, technicality, or omission if the Office determines that doing so will serve the best interest of the State. The Office 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.

Responses that do not meet all requirements, specifications, terms, and conditions of the solicitation or that fail to provide all required information, documents, or materials may be rejected as non-responsive. Respondents whose Responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a contract may be rejected. The Office may request additional information pertaining to the Respondent's ability and qualifications to accomplish all services described in this RFP as deemed necessary during the RFP or after contract award.

4.5 AWARD PREFERENCES FOR IDENTICAL EVALUATIONS OF RESPONSES

In the event that the Office's evaluation results in identical evaluations of Responses, the Office will provide Attachment E, Award Preference for Identical Evaluation of Responses Form, to the Respondents whose Responses resulted in the identical evaluations. Based on those forms, the Office will give the award to a Respondent if it is a minority-owned (including woman-owned) or veteran-owned business. If more than one Respondent is entitled to this preference, the preference will be given to the Respondent that is the qualifying business of the smallest net worth, consistent with section 295.187(4)(b), F.S. If the award cannot be decided based on this preference, the Office will apply the criteria identified in sections 287.082, .087, and .092, F.S., in that order of precedence.

4.6 THE OFFICE'S RECOMMENDATION OF AWARD

The Office will develop a recommendation as to the award that will result in a Contract that is most advantageous to the State based on the evaluation team's scores and price response scores.

4.7 INSURANCE COMMISSIONER'S APPROVAL

The Insurance Commissioner, or designee, will make the final decision as to which Respondent should be awarded the Contract based on the Recommendation of Award.

4.8 POSTING OF DECISION

The Office will post a Notice of Intent to Award, stating its intent to enter into one (1) or more Contracts with the Respondent(s) identified therein, on the VBS website (http://vbs.dms.state.fl.us/vbs/main_menu). If the Office decides to reject all Responses, it will post its notice on the same VBS website.

4.9 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.

4.10 EXECUTION OF CONTRACT

The awarded Respondent must sign the Contract within 10 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 Office 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 Office also reserves the right to award to the Respondent ranked second if the Office does not receive a timely signed Contract from the awarded Respondent.

OFFICE OF INSURANCE REGULATION
STANDARD CONTRACT WITH STATEMENT OF WORK
ATTACHMENT A

OFFICE OF INSURANCE REGULATION
Contract Signature Page

Contract Title Website Redesign and Development	P.O. No. or Solicitation No., if any RFP # 18-1	Contract Number
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1. This Contract is entered into between the Office of Insurance Regulation and the Contractor named below:

The Office of Insurance Regulation, 200 East Gaines Street, Tallahassee, FL 32399 (hereinafter called the "Office")

(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: Renewals:

3. Performance Bond, if any: Other Bonds, if any:

4. Total Value for Contract Term: Total Value of Renewal(s): Total Value of Contract Term Plus Renewal(s):

5. Office's Contract Manager		Contractor's Contract Manager	
Name:	Richard Fox	Name:	
Address:	200 East Gaines Street, Tallahassee, FL 32302	Address:	
Phone:	850-413-5024 Richard.Fox1@flor.com	Phone:	

6. 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: Completed Price Response
Attachment 4: PUR 1000

7. 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

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

8. **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

9. Office of Insurance Regulation **OFFICE**

By (Authorized Signature) Date Signed

Printed Name and Title of Person Signing

OFFICE OF INSURANCE REGULATION
Standard Terms and Conditions

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, Form 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 Office will prevail.

- b. Approvals. All written and verbal approvals referenced in this Contract must be obtained from the parties' Contract Managers as designated in the Contract Signature Page, or their designees, if designated in writing.
- c. Contract Managers. In the event that different Contract Managers are designated by either 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 the other party and maintained in the respective parties' Contract records. Designation of a new Contract Manager will not require a formal amendment to the Contract.
- d. Amendments. This Contract may be amended only by a written agreement between both parties.

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 and any renewals provided under the Contract must meet the requirements of this statute. If the Contract Signature Page indicates renewals are available, the Contract may be renewed for the timeframe(s) indicated in the Contract Signature Page.

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.

The Contractor warrants that: (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 will not and 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 Office, or provided by the Office's customer, for work done at the Office or other locations. The Office 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/minimum requirement does not foreclose the Office's remedies in the event 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 Office's Contract Manager before payment, unless advanced payment or partial payment has been authorized in accordance with section 215.422, F.S. The Office will have fifteen (15) calendar days to inspect and approve the deliverables after receipt.
- b. Rejection of Deliverables. The Office 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 Office's Contract Manager does not accept a deliverable within fifteen (15) 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 Office, at its option, may allow additional time within which the Contractor may remedy the objections noted by the Office before the Office issues a notice of default. If the Office'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 of the 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.

Withholding Payment. In addition to the specific financial consequences explained in Attachment 2, Statement of Work, the state of Florida (State) reserves the right to withhold payment when the Contractor has failed to perform or comply with the provisions of this Contract. These consequences for nonperformance are not to be considered penalties.

8. Dispute Resolution.

Any claim, counterclaim, or dispute between the Office and the Contractor relating to this Contract will be resolved as set forth herein. For all claims, the party with the dispute shall submit an affidavit 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 best knowledge and belief.

The Contractor is obligated to address any cost-related issues with the Office for which the Contractor believes the 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.

- a. Informal Resolution Process. If the parties are unable to resolve any disputes after compliance with such processes, the parties shall meet with the Office'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 Office shall meet as often as the parties reasonably deem necessary in order 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 in an effort 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 Office'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, shall issue a written opinion regarding the issue(s) in dispute. The opinion regarding the dispute will be considered the Office's final action.
- b. 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 Office over compensation will not be deemed to preclude performance) and without limiting either 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 Office, the Office 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.mvfloridacfo.com/Division/AAVendors/default.htm>.
- b. Vendor Rights. A Vendor Ombudsman has been established within the Office. 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 Office 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 Office. The Contractor shall not use the Office'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 Office its taxpayer identification number upon request.
- d. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by the Office pursuant to Attachment 2, Statement of Work, shall be submitted to the Office in sufficient detail for a proper pre-audit and post-audit to be performed.
- e. Interim Payments. Interim payments may be made by the Office 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 Office'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 licensed and 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 Office 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 Office 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 Office written verification of the existence and amount for each type of applicable insurance coverage. Upon receipt of written request from the Office, the Contractor shall furnish to the Office proof of applicable insurance coverage by standard form certificates of insurance.
- d. Failure to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, the Contractor shall immediately notify the Office of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of 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 Office, 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 Office to the extent required, which approval or ratification shall be final for the purpose of this section. The Contractor shall submit to the Office 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 Office 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 Office for any fees or expenses that the Office 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 Office may, in its sole discretion, terminate the Contract in whole or in part at any time by giving thirty (30) 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 Office 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 Office 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 Office 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, or abandonment of the Contract;
- 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 within the specified thirty (30) day period, the Contractor (including its receiver or trustee in bankruptcy) provides to the Office adequate assurances, reasonably acceptable to the Office, 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 Office;
- i. Failure to comply with the E-Verify requirements of this Contract; and
- j. 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 Office to hold harmless or indemnify the Contractor; 2) require the Office to insure or assume liability for the Contractor's negligence or the negligence of Contractor Representatives; 3) waive the Office's sovereign immunity under the laws of the State; or 4) otherwise impose liability on the Office 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 Office's liability for any claim arising from this Contract is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Contract. Such liability is further limited to a cap of \$100,000.

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 Office's right to pursue its remedies for other types of damages under the Contract, at law, or in equity. The Office 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 Office may set off any liability or other obligation of the Contractor or its affiliates to the Office against any payments due the Contractor under any contract with the State.

17. Waiver.

The delay or failure by the Office to exercise or enforce any of its rights under this Contract does not constitute nor is to be deemed a waiver of the Office'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 Office of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedulesD>, 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 Office's record retention requirements for this Contract by transferring its records to the Office 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 Office under this Contract or any prior agreement between the parties (which includes any deliverables); 2) intellectual property furnished by the Office; and 3) any data collected or created for the Office. The Contractor shall perfect the transfer of any such property or data to the Office 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 Office.
- b. If the Office 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 Office-controlled intellectual property rights shall belong to the Office, 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 Office 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 Office under this Contract and deliverables provided to the Office shall remain property of the Office and/or become property of the Office upon receipt and acceptance. The Contractor shall perfect any transfer of the property to the Office 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 Office may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar services.

22. Statutory Notices.

The Office shall consider the employment by any contractor of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act. Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons or entities placed on the convicted vendor list or the discriminatory vendor list:

- a. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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 Vendors. 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.

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

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

- a. Regulations. The Contractor and all Contractor Representatives shall comply with all federal, state, and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, 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, the Contractor shall ensure that, as to its products and services it develops for the Office, electronic and information technology accessibility requirements of the Rehabilitation Act Amendments, 29 U.S.C. section 794 are met. Section 508 of the Rehabilitation Act Amendments, 29 U.S.C. section 794, compliance information on the supplies and services in this Contract are available on a website indicated by the Contractor. 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:

By entering into this Contract, in accordance with the requirements of section 287.135(5), F.S., the Contractor certifies that it is not participating in a boycott of Israel. At the Office'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: By entering into this Contract, 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 that it is not preempted by Federal law, that it has not been engaged in business operations in Cuba or Syria. At the Office'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>.

24. Employment Eligibility Verification.

The Contractor is responsible for payment of costs, if any, and retention of records relating to employment eligibility verification. These records are exempt from Chapter 119, F.S. Verification requires the following:

- a. In cooperation with the Governor's Executive Order 11-116, the Contractor must participate in the federal E-Verify System for employment eligibility verification under the terms provided in the "Memorandum of Understanding" with the federal Office of Homeland Security if any new employees are hired to work on this Contract during the term of the Contract. The Contractor agrees to provide to the Office, within thirty (30) days of hiring new employees to work on this Contract, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify System. Information on "E-Verify" is available at the following website: <http://www.dhsuscis.gov/e-verify>.
- b. The Contractor further agrees that it will require each subcontractor that performs work under this Contract to enroll and participate in the E-Verify System if the subcontractor hires new employees during the term of this Contract. The Contractor shall include this provision in any subcontract and obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify System and make such record(s) available to the Office upon request.

25. Data.

- a. Data Centers. The Contractor shall only use data centers located in the United States when processing and storing State data under this Contract.
- b. Requirements of Section 501.171, F.S. If the Office 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 of section 501.171, F.S., in the event that the Contractor is responsible for a breach of this data.

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. Both 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 Office.

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 Office.

- b. Replacement. The Office 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 Office policy or other requirement.
- c. Access. The Office may, for cause, deny access to the Office's secure information or any facility by any Contractor Representative.
- d. Continuing Obligation. The Office'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 Office will not deny Contractor Representatives access to meetings within the Office's facilities, unless the basis of the Office's denial is safety or security considerations.

29. Guarantee of Parent Corporation.

In the event 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. In the event 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 guarantee 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, 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 Office, 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 Office 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 Office.

32. Third Parties.

The Office 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 Office 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 Office 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. Audits.

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 Office. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract, unless the Office expressly waives such secondary liability. The Office 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 Office 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 Office 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 Office's security or administrative requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The Office may reject and bar from any facility, for cause, any Contractor Representatives.

OFFICE OF INSURANCE REGULATION

ATTACHMENT 2 STATEMENT OF WORK

1. Scope of Work.

The Office is accepting well-planned proposals from experienced and qualified vendors for redesign of its established website www.floir.com that meets the needs of the Office and the citizens of the State of Florida by providing a secure, user-friendly, dynamic design with seamless access to relevant information published by the Office. The Contractor will collaborate with Office staff regarding current content as well as future needs.

Definitions.

In this SOW, the following terms are defined as set forth below:

- a. Business Days - Monday through Friday, inclusive, except for holidays declared and observed by the state government of Florida. Whether capitalized or not, "day" means business day (defined as the Office's normal working hours) unless otherwise described.
- b. Contractor - to be determined.
- c. Confidential Information - Any portion of the Respondent's documents, data, or records disclosed relating to its Response that are not subject to disclosure pursuant to chapter 119, Florida Statutes (F.S.), the Florida Constitution, or any other state or federal authority.
- d. Office-The "Office" means the Florida Office of Insurance Regulation, a state agency.
- e. Information Systems Development Methodology (ISOM) - The methodology by which the Office's Office of Information Technology governs and identifies the material required for a project or product.
- f. Office Hours - 8:00 a.m. to 5:00 p.m. Eastern Time, Business Days; except during emergencies as identified by the Office's Contract Manager.
- g. Market Research and Technology Unit - A unit of the Office that plans, manages, and operates the information technology resources for the Office of Insurance Regulation.
- h. Response - The materials submitted to the Office by _____ in accordance with the requirements of this RFP.
- i. State - The State of Florida.

2. Contract Duration.

Term. The Term of this contract will commence upon execution by both parties and continue for a period of one year, unless otherwise terminated.

3. Payment Provisions.

- a. Invoicing. After all the work has been completed for each deliverable and accepted by the Office the Contractor shall submit an invoice to the Office.
- b. Compensation. The Office will pay a flat fee compensation for the services provided under the resulting contract, as stated in the relevant portions of the Response, which are attached and incorporated by reference. All payments will be subject to the Deliverable Acceptance Criteria set forth herein. The compensation shall not exceed a total contract price for all services (including any optional services) of _____. The Office will not pay travel expenses.

5. Contractor Responsibilities.

The Contractor through its selected personnel will perform the following tasks, duties, and responsibilities necessary to complete work assigned by the Office's Project and Contract Manager in conformity with the attached timeline:

The new website must have a clean, streamlined and updated look, improved functionality, simple navigation, powerful search capability, and a logical and understandable structure that is visually appealing, works on multiple browsers and is intuitive and user friendly for Office staff to manage and update without having any web programming experience.

The Contractor shall provide full consulting, design, installation and implementation services, including testing and validation of the site as well as training for managing and maintaining content, administration training for IT and communications staff, and full color screenshot documentation on how to edit and maintain the website.

Technical requirements:

- Professional, clean, modern design
- Develop SiteFinity CMS functionality compatible with DFS OIT infrastructure which includes Windows, Visual Studio and SQL Server supporting the SiteFinity installation.
- Responsive design that will scale to adapt to the viewing layout according to the device being used to view the site (cell phones, tablets, and other devices). CMS compatible design
- Website wide toolbar/footer elements including return to home page
- The new website must be 508-compliant and conform with current Americans with Disabilities Act accessibility standards
- Follow usability.gov guidelines
- Support for all current major operating systems (e.g. Windows, Apple, IOS, Android, etc.) as well as current and future versions of modern browsers including IE, Edge, Chrome, Safari and Mozilla Firefox
- Site is consistent when accessed via different browsers
- Pages load quickly
- Uncluttered screens; information is easy to find
- Consistent format throughout
- Logically organized content by the user's needs
- Each screen is titled clearly
- All pages should provide ability to search the website and be prominently featured and easily locatable on all pages and in approximately the same location on each page
- Must provide for reporting and analytics capabilities such as Google Analytics for site page usage and other statistics
- A printer-friendly page capability on every site page
- A comprehensive site map feature that automatically updates to reflect any site changes
- The ability to display streaming audio and/or video
- Integration with social media sites (Facebook, Twitter, Instagram)

- Contractor will work with the Office's Project Manager and staff to determine the amount and types of content that should be migrated to the new site. The Project Manager shall have final determination as to what will be migrated

A. Development of Implementation Plan

- Attend a "Kick-Off" meeting with OIR staff within five (5) days of the full execution of the contract. The Kick-Off meeting is to establish design elements and an overall vision for the project during an on-site meeting at the OIR's office in Tallahassee, Florida
- Within five (5) business days after the Kick-off meeting the successful Contractor shall submit to the OIR a detailed project schedule/timeline
- To include an itemization of activities with established deadlines and timeframes
- List staff responsible for each activity/step
- List Contractor expectations regarding OIR participation in the listed activities or steps
- Any deviation by the Contractor from the Approved Implementation Plan will need to be approved in writing by the OIR

B. Design Proposal

Initial Design

- Utilizing different designers, provide at least three unique design concepts for the OIR home page and sub-pages
- Propose layout and develop site map for OIR review

Refinement Stage

- Based on feedback from OIR, make refinements to chosen design
- Provide final design concepts to OIR for approval

Development of the approved final design and CMS

- After receiving approval from the OIR, the Contractor shall be responsible for delivering the Final Design and CMS configuration to the OIR for setup on servers using SiteFinity CMS functionality to demonstrate final design in a test or demonstration site format
- Include home page and all sub pages

3. Deployment of final design (Go Live)

- Work with Office staff to migrate content from the current software solution to SiteFinity and perform system implementation to ensure the website and the CMS are fully functional after the "go live" date

4. Staff training

- Contractor is responsible for training designated OIR staff on use of SiteFinity CMS so that staff is fluent on how to use and maintain the applicable software
- Train OIR staff on publication process, preservation, archiving and retrieval of web content
- Provide instruction manual with full color screenshot documentation on how to edit and maintain the website.

6. OIR Duties.

The work will be conducted both off and on-site at OIR's Tallahassee headquarters. OIR shall provide:

- Appropriate network access as needed to complete tasks
- Access to DFS Office of Information Technology staff with subject matter expertise, as necessary
- Access to information required to complete deliverables
- Access to OIR staff to update content
- Provide guidance, feedback and written approval on the implementation of the new website
- Provide guidance and feedback on the initial design
- Provide written approval of the final design

7. Deliverables and Payment Invoicing.

The Contractor must perform the tasks listed in Section 5. Upon the completion and acceptance of the following deliverables, the Contractor will invoice the Office and include evidence of their performance:

Deliverable	Performance Standard	Financial Consequence
1. Development and delivery of the Implementation Plan to include a schedule/timeline in accordance with this SOW	No later than five (5) business days after the Kick-Off meeting the Contractor shall submit to the Office its implementation plan for review and the Office's acceptance and approval.	The OIR will withhold \$100.00 per day for each calendar day beyond the due date until the deliverable is provided to the OIR
2. Website Design <ul style="list-style-type: none"> • Submit initial design proposals per SOW for OIR review • Refinement stage based on feedback from the OIR to include delivery of final website design for OIR review and approval • Load approved website design on OIR servers to demonstrate functionality in 	Performance in accordance with standards in Section five of the SOW and the Implementation Plan previously accepted and approved by the Office	The OIR will withhold \$100.00 per. day for each calendar day beyond the due date until the deliverable is provided to the OIR

a test or demonstration format		
3. Deployment of final design and "go live" in accordance with SOW following acceptance and approval of final design by the Office	Performance in accordance with standards in Section five of the SOW and the Implementation Plan previously accepted and approved by the Office	The OIR will withhold \$100.00 per day for each calendar day beyond the due date until the deliverable is provided to the OIR
4. Staff Training in accordance with SOW	Performance in accordance with standards in Section five of the SOW and the Implementation Plan previously accepted and approved by the Office	The OIR will withhold \$100.00 per day for each calendar day beyond the due date until the deliverable is provided to the OIR

The Contractor shall also submit the applicable type of required documentation detailed in the list below:

- 1) Status Report: Detail the status and level of service provided to Office staff and the projected completion date for each assigned task. Submit this report weekly to the Office's Project and Contract Manager. Weekly conference calls may be required.
- 2) Prepare any other documentation and submit it as required by the Office's Project or Contract Manager.
 - a. Performance Measures. The Contractor must provide the Deliverables and required documentation in accordance with Sections 5., as outlined above.
 - b. Acceptance of Deliverables. The Contractor must submit the required documentation evidencing the Deliverables, listed in Section 5 above, to the Office's Contract Manager for review and approval. Failure to accept a Deliverable within twenty (20) Business Days constitutes non-acceptance by the Office unless stated otherwise by the Office's Contract Manager in writing. If subsequent work that is the responsibility of the Contractor invalidates some or all the contents of a Deliverable, the Office reserves the right to require the Contractor to revise Deliverables previously approved at no additional cost to the Office, or to reject current Deliverables based on inconsistency with the SOW.
- a. Facilities and Equipment. Contractor representatives with access to the Office's network are required to complete the Office's security awareness training. This training must be completed within fifteen (15) calendar days of the Contractor representative's start date. If the Contractor use their own computer laptops, the equipment must undergo a security review by the Office to ensure it is free of software viruses and does not otherwise pose a security threat prior to connection to the Office's network. A background screening must be completed on the

selected candidate(s) at the expense of the Contractor. Review and approval of level 2 background check, including fingerprinting, will be required for each selected candidate before the Contractor will be allowed to perform work under the PO. The Contractor must advise the candidate(s) that: (1) the fingerprints will be used to check the criminal history records of the FBI (depending on the PO scope, the fingerprints may be used on an ongoing basis to check the criminal history records of the FBI which may include expunged records), and (2) procedures for obtaining a change, correction, or updating of an FBI identification record are described in 28 C.F.R. 16.34. Results will be used to determine each candidate's eligibility for access to the Department' systems and/or PO award. The Office will provide detailed instructions for fingerprinting upon selection.

8. Audits.

If any audit of the Contractor's charges reflect that the Contractor has incorrectly invoiced the Office, the Contractor will issue, on the next invoice submitted to Office pursuant to this SOW, a credit or debit, as appropriate, to correct the inaccuracy.

9. Office's Project and Contract Managers.

For purposes of the day to day decisions regarding the website design the Offices Project Manager will be:

Erin VanSickle
Deputy Chief of Staff
200 East Gaines Street
Tallahassee, FL 32399
850-413-2526
Erin.VanSickle@floir.com

For all other purposes, the Offices Contract Manager will be:

Richard Fox
200 East Gaines Street
Tallahassee, FL 32399
850-413-5024
Richard.Fox@flair.com

**OFFICE OF INSURANCE REGULATION
PUR 1000**

ATTACHMENT 4

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

Contents

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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 procurement 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, PS. 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 <http://www.pridefl.com>.
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.

OFFICE OF INSURANCE REGULATION
Public Records Requirements

Addendum A

1. Public Records Access Requirements.
 - a. If the Contractor is acting on behalf of the Office 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 Office 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 Office are confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other authority, the Contractor must simultaneously provide the Office 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 Office receives a Public Records request, and if records that have been marked as "Confidential" or "Trade Secret" are responsive to such request, the Office 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 Office 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 authority. If the Office 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 Office 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 Office arises from any disclosure made by the Office 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 Office 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.

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 Office to perform the service.
- b. Upon request, provide the Office 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 Office all Public Records in possession of the Contractor or keep and maintain Public Records required by the Office to perform the service. If the Contractor transfers all Public Records to the Office 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 Office 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: PublicRecordsinquiry@myfloridacfo.com
Mailing Address: The Office of Insurance Regulation
Office of the General Counsel, Public Records
200 E. Gaines Street, Larson Building
Tallahassee, Florida 32399-0311

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

OFFICE OF INSURANCE REGULATION
Data Security Requirements

Addendum B

1. Data Security, Recovery, and Damages for Non-Performance.
 - a. Data Security. The Contractor, its employees, subcontractors, and agents, shall comply with Rule Chapter 74-2, Florida Administrative Code (F.A.C.), which contains information technology (IT) procedures and requires adherence to the Department's security policies, in performance of this Contract. The Contractor shall provide immediate notice to the Department's Information Security Office (ISO), within the Office of Information Technology: 1) in the event it becomes aware of any security breach or any unauthorized transmission or loss of any or all of the data collected, created for, or provided by the Department (State Data); and 2) of any allegation or suspected violation of Rule Chapter 74-2, F.A.C. Except as required by law or legal process, and after notice to the Department, 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 according to applicable rules, including, but not limited to, Rule Chapter 74-2, F.A.C. "Confidential Information" means information in the possession or under the control of the state of Florida (State) or the Contractor that is exempt from public disclosure pursuant to chapter 119, Florida Statutes (F.S.), or to any other applicable provision of State or federal law that serves to exempt information from public disclosure. This includes, but is not limited to, the security procedures, business operations information, or commercial proprietary information in the possession of the State or 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 Confidential Information, or information that is otherwise obtainable under State law as a public record. If State Data will reside in the Contractor's system, the Department may conduct, or request the Contractor conduct at the Contractor's expense, an annual network penetration test or security audit of the Contractor's system(s) on which State Data resides. If the Contract is less than a year in duration, the right to conduct the network penetration test or security audit of the Contractor's system(s) on which State Data resides can be exercised at any time.
 - b. Data Protection. No State Data will be transmitted, processed, or stored outside of the United States of America regardless of method, except as required by law. Access to State Data will only be available to staff approved and authorized by the Department that have a legitimate business need. Access to State Data does not include remote support sessions for devices that might contain the State Data; however, during the remote support session the Department requires the Contractor to escort the remote support access and maintain visibility of the support personnel's actions. Requests for remote access will be submitted to the Department's Help Desk. With approval, third parties may be granted time-limited terminal service access to IT resources as necessary for 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 ISO will be promptly notified and access will be promptly removed.
 - c. Encryption and Remote Access. The Contractor shall encrypt all data transmissions containing Confidential Information utilizing a protocol approved by the Department.
 - d. Breach and Negligence. 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 Section 1 or the negligent acts or omissions of the Contractor related to this addendum.
 - e. Separate Security Requirements. Any Criminal Justice Information Services-specific and/or Health Information Portability and Accountability Act-specific security requirements are attached in a separate addendum, if applicable.
 - f. Ownership of State Data. State Data will be made available to the Department upon its request, in the form and format reasonably requested by the Department. Title to all State Data will remain property of the

Addendum B

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 State Data in any circumstances.

2. **Data Access.**

- a. Background Checks. All Contractor personnel who will have direct query access to State Data will undergo the background checks described in Attachment 2, Statement of Work.
- b. Cooperation with the State and Third Parties. The Contractor agrees to cooperate with the following entities: (i) the State; (ii) the State's other contractors; (iii) the State's agents, including properly authorized governmental entities; (iv) the State's authorized third parties, such as technology staff under contract with the State; and (v) other properly authorized individuals who directly or indirectly access State 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 performing the work of this Contract.

**OFFICE OF INSURANCE REGULATION
Mandatory criteria Certification Form**

Attachment B

This form must be completed by the Respondent's authorized representative. The Respondent acknowledges that the Office will rely on the representations made on this form in making its decision of award. If the Office discovers that any of the information on this form is false prior to the award of the Contract, the Office will deem the Respondent non-responsive and cease any consideration of its Response. If the Office discovers that any information on this form is false after the award to the Respondent is made, the Office reserves the right to terminate the Contract and hold the Respondent liable for costs associated with re-procurement.

1. Does the Respondent certify that it agrees to the terms above?
Yes ___ No ___

2. Does the Respondent certify that the person submitting the Response is authorized to respond to this solicitation on the Respondent's behalf?
Yes ___ No ___

3. 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 ___

4. Does the Respondent certify that it is not a Discriminatory Vendor or Convicted Vendor as defined in Sections 7 and 8 of the PUR 1001?
Yes ___ No ___

5. Does the Respondent certify compliance with Section 9, Respondent's Representation and Authorization, of the PUR 1001?
Yes ___ No ___

6. Does the Respondent agree to protect, defend, and indemnify the Office for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its Response are confidential, proprietary, trade secret, or otherwise not subject to disclosure?
Yes ___ No ___

7. Certify one and write *NIA* on the others, or select "no" for each if none can be certified to:
 - a. Does the Respondent certify that it is registered with the Florida Department of State?
Yes ___ No ___ *NIA* ___
 - OR**
 - b. Does the Respondent certify that if awarded a contract under this solicitation, it will register with the Florida Department of State prior to execution of the Contract?
Yes ___ No ___ *NIA* ___
 - OR**
 - c. Does the Respondent certify that it is not required to register with the Florida Department of State (see applicable sections of Title XXXVI, Business Organizations, chapters 605 through 623, F.S.)?
Yes ___ No ___ *NIA* ___

Attachment B

1 of 2

8. Certify one and write *NIA* on the other, or select "no" for each if neither can be certified to:
- a. Does the Respondent certify that a drug-free workplace has been implemented in accordance with section 287.087, F.S.?
Yes ___ No ___ *NIA* ___
- OR**
- b. Does the Respondent agree to waive its right to be given preferential treatment as a drug-free workplace in the event of a tie?
Yes ___ No ___ *NIA* ___
9. Does the Respondent certify that it is not engaged in a boycott of Israel?
Yes ___ No ___
10. Does the Respondent agree not to seek indemnification from the Office?
Yes ___ No ___
11. Does the Respondent certify that it is not 1) on the Scrutinized Companies with Activities in Sudan List, or 2) on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List?
Yes ___ No ___ *NIA* ___
12. Does the Respondent have the requisite knowledge and experienced to complete this project using the SiteFinity CMS?
Yes ___ No ___

As the person authorized to sign this form, I certify that the Respondent complies fully with the above requirements.

Dated this _____ day of _____ 20__.

Name of the Respondent: _____

Signature: _____

Printed Name: _____

OFFICE OF INSURANCE REGULATION
Price Response Form

Attachment C

Payments will be payable for completion of the Deliverables. Acceptance of the respective deliverable requires that the Contractor meet its respective targets as described in the Statement of Work. Prices shall include all associated costs for this project.

Deliverable	Amount
1. Development and delivery of Implementation Plan following a Kick-Off meeting with the Office	
2. Website Design <ul style="list-style-type: none"> • Submit <u>initial design</u> proposals • <u>Refinement stage</u> based on feedback from the OIR to include delivery of final website design for OIR review and approval • Load approved <u>final design</u> on OIR servers to demonstrate functionality in a test or demonstration format 	
3. Deployment of final design and "Go Live"	
4. Staff Training	
<u>Total Fixed Price:</u>	

Notes:

1. The intent of this RFP is to solicit firm fixed prices for each deliverable associated with the development of the updated websites. The Respondent **must** provide pricing for the specified deliverables in this RFP, or the prospective vendor's response will be rejected.

Respondent's Name

Name and Title of Respondents
Representative

Signature of Respondent
Representative

Date

**OFFICE OF INSURANCE REGULATION
Business Reference Form**

Attachment D

The Respondent shall require its references to complete the form providing all the requested information. References should be directly relevant to the services in the solicitation. Incomplete forms (i.e., blanks left on the form and not notarized) **will not** be submitted to evaluators.

This form must be completed by the person giving the reference for the Respondent. The Respondent is submitting a reply to a solicitation. For purposes of this form, the Respondent is the business entity that currently or has previously provided services to your organization. This business reference is for (Respondent's Name): _____

Upon completion of this form, please return original to Respondent.

REFERENCE INFORMATION	
Organization Name:	Phone# () -
Reference Name:	Title:

BUSINESS RELATIONSHIP WITH RESPONDENT	
Relationship to Respondent: (e.g., subcontractor, customer).	Years of Relationship: _____ Dates:
If a customer, please describe the primary service the Respondent provides your organization:	Respondent acted as: D primary provider or Dsubcontractor or ON/A
Do you have a business or professional interest in the Respondent's organization? <input type="checkbox"/> Yes or <input type="checkbox"/> No	
If yes, please describe:	

PERFORMANCE OF RESPONDENT	
Have you experienced any performance problems with the Respondent's organization? <input type="checkbox"/> Yes or <input type="checkbox"/> No	
If yes, please describe:	

As the person authorized to sign the statement, I certify that the above information is correct. I also certify that I am not:

- a current employee of the Office;
- a former employee of the Office, within the past three (3) years;
- a person currently or formerly employed by the Respondent's organization;
- a board member of the Respondent's organization; or
- a relative of any of the above.

I further certify that:

- the business organization that I work for is not based solely in a foreign country; and
- a member of the Respondent's organization, has not has written and/or otherwise completed this form on my behalf.

Reference's Original Signature

Date

Reference Name

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____.

(Seal)

Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally known OR Produced .identification

Type of Identification Produced: _____

OFFICE OF INSURANCE REGULATION
Evaluator Score Sheet

Attachment F

INSTRUCTIONS

Each evaluator should read all Responses before attempting to assign scores to any one Response. Evaluators must print a copy of the score sheet for each Respondent they are evaluating.

Response Evaluation - The evaluation team will review portions of Volume One: Response Qualification Documents (Cover Letter, Business References, Description of Contract Disputes) and Volume Two: Respondent's Technical Response. The evaluation team will not review Volume One: Attachment B, Mandatory Criteria Certification Form which will be reviewed by the Procurement Officer, or Volume Three: Price Response, which will be added to the scores by the Procurement Officer. All responses received for evaluation by the evaluation team have completed the Administrative Review process.

NOTE: Throughout the evaluation process, the confidentiality and security of the Responses and the scoring process must be maintained.

RESPONSE EVALUATION CRITERIA

Introduction

The evaluation of the Responses will involve the point scoring of each question in each of two categories. The categories to be evaluated are:

Category 1 - Experience and Ability

Category 2 - Proposed Approach

Questions have been developed for each category and are presented on the score sheet. Possible considerations in determining a score are listed on the score sheet. Items for consideration are suggestions only. Considerations are not intended to be an all-inclusive list and should not be scored independently.

A score should be assigned to each question as follows:

Assessment	Description	Points
Excellent	The applicable portion of the Response fully meets or exceeds minimum specifications.	13-15
Good	The applicable portion of the Response more than adequately meets the minimum specifications.	10-12
Adequate	The applicable portion of the Response adequately meets the minimum specifications.	7-9
Marginal	The applicable portion of the Response minimally meets the minimum specifications.	4-6
Poor	The applicable portion of the Response is missing, incomplete, or unclear.	0-3

ATTACHMENT F

Each evaluator is encouraged to notate briefly the "reasons" for his or her scores on the score sheet in the space provided for comment. In general, the reasons should be brief. The evaluator should include the page number(s) in the Response that illustrate the reasons. If the Respondent did not address the criteria in its Response, the evaluator must score "O" and indicate "not addressed in Response" or "not included in Response."

Scoring should reflect the evaluator's independent evaluation of the Respondent's overall response to each criterion. Each evaluator must enter a score for each criterion in the appropriate column on the evaluation score sheet and sign and date each score sheet in the appropriate space.

Following the evaluator's independent evaluations of the Responses, the evaluator must return a set of score sheets for each Response, and all materials regarding this solicitation, to the Procurement Officer to review and record final scores.

Assigning Point Values to Responses

1. *Scoring by the Evaluation Team*

Scoring of the categories identified above for each Response shall be done using the evaluation criteria contained in the solicitation and pre-defined scores (0-15). Evaluators shall independently score each question within a category. Scoring will be based on the Respondent's ability to meet each function, characteristic, performance level, or specification described in the solicitation. A Respondent who exceeds the function, characteristic, performance level, or specification described in the solicitation should receive a higher score than a Respondent who merely meets the function, characteristic, performance level, or specification.

2. *Total Point Values*

After each evaluator has completed his or her independent scoring of each Response and returned the score sheets and materials to the Procurement Officer, the Procurement Officer will average the scores received by a Respondent for each question and add the averages of all questions together to obtain total evaluator points for each Respondent. The Procurement Officer will then calculate the final point value for each Respondent by adding the pricing points to the evaluator points.

Respondent Name: _____

EVALUATION CRITERIA SCORE SHEET

CATEGORY 1 - Experience and Ability	Maximum Points	Points Awarded
<p>1. To what extent does the Respondent's experience demonstrate proven ability to effectively administer, manage and support the services provided under this contract?</p> <p>Consider:</p> <ul style="list-style-type: none">• Experience and length of time (number of years) providing website development.• Is Respondent currently providing similar services as described in the RFP to federal, municipal, county, or other state agencies?	15	
<p><u>Comments:</u></p>		
CATEGORY 1-Experience and Ability	Maximum Points	Points Awarded
<p>2. To what extent do the Respondent's current and/or past contracts demonstrate experience in providing services similar in nature to those sought by the Office as specified in the RFP?</p> <p>Consider:</p> <ul style="list-style-type: none">• Whether contract experience is current. How recent is Respondent's experience? If not recent, how long ago were contracts completed?• The size/complexity of the current and/or past services and the Respondent's resources to deliver the services should be considered.• Any known performance issues related to any of these contracts.• Review examples provided of similar projects.	15	
<p><u>Comments:</u></p>		

CATEGORY 2 - Proposed Approach	Maximum Points	Points Awarded
<p data-bbox="228 296 1198 422">3. To what extent does the Respondent's overall approach and methodology to the provision of services as proposed meet or exceed the technical requirements in the RFP, including proposed project phases, deliverables and due dates for deliverables?</p> <p data-bbox="264 495 378 527">Consider:</p> <ul data-bbox="329 531 1198 594" style="list-style-type: none"> • Does the Respondent's submission address all the technical requirements in the RFP? 	15	
<p data-bbox="191 680 337 711"><u>Comments:</u></p>		
CATEGORY 2 - Proposed Approach	Maximum Points	Points Awarded
<p data-bbox="228 972 1198 1066">4. Does the Respondent have a proven history of utilizing the SiteFinity Content Management System to develop similar website for governmental entities?</p> <p data-bbox="191 1104 305 1136">Consider:</p> <ul data-bbox="240 1171 1198 1234" style="list-style-type: none"> • Does the respondent's narrative provide sufficient examples of website design utilizing SiteFinity? 	15	
<p data-bbox="191 1320 337 1352"><u>Comments:</u></p>		

CATEGORY 2 - Proposed Approach	Maximum Points	Points Awarded
<p>5. Has the Respondent's agreed to provide training to OIR staff?</p> <p>Consider:</p> <ul style="list-style-type: none"> • Are all technical documentation and training materials included? • Does Respondent outline how training will be provided? • Details on how manuals and documentation will be provided and kept up-to-date by the Contractor. 	15	
<u>Comments:</u>		
CATEGORY 2 - Proposed Approach	Maximum Points	Points Awarded
<p>6. How appropriate is the Respondent's schedule for a seamless migration of existing content deployment of new OIR website?</p> <p>Consider:</p> <ul style="list-style-type: none"> • Will there be minimal interruption of operations? 	15	
<u>Comments:</u>		
	Maximum Points Available	Total Points Awarded
<u>Total Points</u>	90	