

State of Florida
Department of Financial Services

Request for Proposals (RFP)
Number: DFS FM RFP 1718-12
Construction Materials Mining Activities Consultation
and Study Preparation Services

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: Attachment 1, Standard Terms and Conditions; Attachment 2, Statement of Work; Addendum A, Public Records Requirements, and Addendum B, Data Security Requirements		✓	
B	Evaluator Score Sheets		✓	
C	Mandatory Criteria Certification			✓
D	Price Response Form			✓
E	Business Reference Form			✓
F	Award Preferences for Identical Evaluation of Responses Form		✓	

SECTION 1. INTRODUCTION

1.1 PURPOSE

The Department of Financial Services (Department), an agency of the state of Florida (State), is issuing this Request for Proposals (RFP) to establish a contract for construction materials mining consultation and study preparation services. The solicitation will be administered through the Vendor Bid System (VBS). The submitted Response must comply with all of the terms and conditions described in this RFP.

1.2 SOLICITATION OBJECTIVE

The Department intends to enter into a contract using the Attachment A, Standard Contract, for Construction Materials Mining Consultation and Study Preparation Services, hereby incorporated by reference. The Department intends to make a single award, however the Department reserves the right to award to one Respondent or multiple Respondents by region, as permitted by section 287.042(13), F.S., or to make no award, as determined to be in the best interest of the State.

1.3 BACKGROUND

Pursuant to section 552.30, F.S., the Department’s Division of State Fire Marshal regulates and licenses approximately 100 construction materials mines in the State. These mines use explosives in conjunction with their construction materials mining activities. The use of explosives in these mines causes ground vibrations. The ground vibration limitations are mandated by section 552.30, F.S., to conform with those

limits established in the United States Bureau of Mines, Report of Investigations 8507, Appendix B – Alternative Blasting Level Criteria (Figure B-1). In some areas of the State, construction materials mine properties are situated within five miles of residential areas. The residents in the vicinity of these construction materials mine properties have questioned whether the blasting vibrations are causing damage to their property. The Florida Legislature appropriated funds via 2016-2017 General Appropriations Act, specific appropriation number 2374, to the Department allowing it to contract for a study to review whether the established statewide ground vibration limits for construction materials mining activities are still appropriate and to review any legitimate claims paid for damages caused by such mining activities.

1.4 TERM

The initial term of the Contract, as defined below, will be one year beginning on the date of execution, and the Contract may not be renewed.

1.5 DEFINITIONS

The PUR 1000, General Contract Conditions, and PUR 1001, General Instructions to Respondents, found in Rule 60A-1.002, Florida Administrative Code (F.A.C.), are hereby incorporated by reference. The PUR 1000 and PUR 1001 can be accessed at:

http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/state_purchasing_pur_forms.

In addition to the definitions in those forms and the definitions in the Statement of Work, 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 Department and the Respondent identified as providing the Response that is determined to be the most advantageous to the State. If multiple Contracts are issued, the term “Contract” includes the plural.

Contractor – The Respondent that will be awarded a Contract pursuant to this solicitation. If multiple Contracts are issued, the term “Contractor” includes the plural.

Response – The formal response to an RFP.

Respondent – An entity that submits a Response to this RFP. The term “Respondent” also includes the plural.

Vendor Bid System – The State internet-based vendor information system at http://fcn.state.fl.us/owa/vbs/owa/vbs_main_menu.

1.6 SPECIAL ACCOMMODATIONS

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

1.7 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 72 hours after the notice of intended award is posted. Violation of this provision may be grounds for rejecting a Response.

The Procurement Officer is:

Laura I. Jennings
Purchasing Director
Office of Purchasing and Contractual Services
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 2.1.1.2, below.

The Department 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 MUST CONTAIN THE RFP NUMBER IN THE SUBJECT LINE OF THE EMAIL*****

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 Department will hold an optional pre-response conference to give Respondents the opportunity to ask questions informally. The pre-response conference will be held at offices referenced in Section 2.2, Timeline, of this RFP. Attendance is not mandatory, although Respondents are strongly encouraged to attend.

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, of the RFP. The Department will address all inquiries submitted by the deadline listed in the Timeline below.

Questions will 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 Department posts the answers to the questions, Respondents may begin submitting Responses as indicated in Section 3.4, 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 Department 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 volumes were timely submitted, however, prices will not be read aloud at the RFP public Response opening.

2.1.2 Evaluation Phase

2.1.2.1 Administrative Review

All Responses will be reviewed by the Procurement Officer to ensure that complete Responses have been submitted and to ensure that the Responses meet the minimum mandatory criteria listed in Attachment C, Mandatory Criteria Certification. Complete Responses that meet the minimum mandatory criteria will be sent to the Evaluation Team for their qualitative review. To foster maximum competition, the Department will seek to minimize Respondent disqualifications resulting from non-responsiveness during the administrative review process. Therefore, the Department may, in its sole discretion, notify Respondents whose qualifying information or documentation does not meet the requirements of the RFP and allow the

correction of errors and omissions prior to making a final determination of responsiveness. Timely cures will be accepted by the Department.

2.1.2.2 Technical Response Evaluation

All initially responsive Responses reviewed by the Procurement Officer pursuant to Section 2.1.2.1, Administrative Review, will be evaluated according to the criteria in Attachment B, 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 Chief Financial Officer, or designee.

2.2 TIMELINE

The following schedule will be strictly adhered to in all actions relative to this solicitation. The Department 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.

Timeline	Event Time Eastern Time (ET)	Event Date
RFP posted on the VBS.	3:00 PM	11/7/17
A pre-response conference will be held at: Division of State Fire Marshal Conference Room, 325 John Knox Rd., Atrium Building, 3 rd Floor, Tallahassee, Florida 32303. Conference attendance for Respondents is not mandatory.	9:00 AM	11/15/17
Deadline to submit questions to Procurement Officer.	5:00 PM	11/17/17
<u>Anticipated</u> date to post answers to Respondents’ questions on VBS.	9:00 AM	11/28/17
Deadline to submit Responses and all required documents to the Department.	3:00 PM	12/5/17
Public Response opening. Laura I. Jennings, 200 E. Gaines Street, Tallahassee, FL, Larson Building B24 – Office of Purchasing and Contractual Services	3:15 PM	12/5/17
<u>Anticipated</u> date to post Notice of Intent to Award on VBS.		12/11/17
<u>Anticipated</u> Contract start date.		01/31/18

2.3 ADDENDA/AMENDMENTS TO THE RFP

The Department 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 Department will enter into a Contract with each Respondent awarded pursuant to Section 4, Selection Methodology. The Contract will consist of the Standard Contract, Attachment 1, Standard Terms and Conditions; Attachment 2, Statement of Work; Attachment 4, PUR 1000; the attached Addenda; relevant portions of the Response submitted by the awarded Respondent; and the Price Response submitted by the awarded Respondent. If there is any discrepancy between the Statement of Work and the incorporated relevant portions of the Response, the terms most favorable to the Department will prevail. See the Standard Contract and its attachments for more details on final contract formation.

The Department 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 must bring any perceived inconsistencies among any of the provisions of the RFP and its attachments to the attention of the Department prior to the submission of its Response. At any time during the solicitation, the Department may specifically identify and incorporate by reference any additional documents which are to be incorporated into the Contract. The Contract that results from this solicitation 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 produced as part of the RFP will become the exclusive property of the Department and will not be returned to the Respondent unless it is withdrawn prior to the Response opening in accordance with Section 2.6, Withdrawal and Modification of Responses. Once the Procurement Officer opens the Response, the Response 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 Response deadline (indicated in Section 2.2, Timeline) by submitting a request to the Procurement Officer. A submitted Response may be withdrawn if, within seventy-two (72) hours after the deadline to submit Responses (indicated in Section 2.2, Timeline), the Respondent submits a signed, written request for withdrawal to the Procurement Officer.

2.7 CLARIFICATION PROCESS

The Department may request clarification from the Respondent for the purpose of resolving ambiguities or questioning information presented in the 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 Department within the time specified by the Department 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 Department determines that a nonmaterial, curable deficiency in the Response will result in the disqualification of a Respondent, the Department 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 Department; 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 Department reserves the right to seek information from outside sources regarding the Respondent or the Respondent's offerings, capabilities, references, or performance, if the Department determines that such information is pertinent to the RFP. The Department may consider such information throughout the solicitation process including, but not limited to, when determining whether the award is ultimately in the best interest of the State. This may include, but is not limited to, the Department engaging consultants, subject matter experts, and others to ensure that the Department has a complete understanding of the information provided pursuant to the solicitation.

2.10 DIVERSITY

The Department is dedicated to fostering the continued development and economic growth of minority-owned, veteran-owned, and woman-owned small businesses. Participation of a diverse group of Respondents doing business with the State is central to the Department's effort. To this end, minority-owned, veteran-owned, 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 and Special Instructions to Respondents.

The following sections of the PUR 1001 are inapplicable:

Section 3. Electronic Submission of Responses

Responses must be submitted in accordance with Section 3.4, How to Submit a Response, of this solicitation.

Section 5. Questions

Questions must be submitted in accordance with Section 2.1.1.2, Question and Answer Period, of this solicitation.

The Special Instructions are in the sections below starting with Section 3.2, MyFloridaMarketplace (MFMP) Registration. In accordance with Rule 60A-1.002(7), F.A.C., in the event any conflict exists between the Special Instructions and General Instructions, the Special Instructions will prevail, unless the conflicting term is required by the Florida Statutes, in which case the General Instructions will prevail.

3.2 MYFLORIDAMARKETPLACE (MFMP) REGISTRATION

Respondents must have a current vendor registration in MFMP, at <https://vendor.myfloridamarketplace.com/>.

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 Chapter 60A-1, F.A.C.

3.3 WHO MAY RESPOND

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

3.4 HOW TO SUBMIT A RESPONSE

The Respondent must submit:

- One (1) original version of each volume of the Response.
 - 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.
- Three (3) copies of Volume One: Response Qualification Documents and Volume Two: Technical Response.
 - 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 exact legal name, and the RFP number.
- One (1) copy of Volume Three (Price Response).
- One (1) scanned copy of the entire Response and price sheet on a CD-ROM or flash drive, with large files scanned as separate .pdf files.

- One (1) REDACTED scanned copy of the Response, to include one (1) Confidential Information index, if applicable (see Section 3.9, 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.

Respondents must deliver the Responses in sealed packages to the Office of Purchasing and Contractual Services at 200 East Gaines Street, Larson Building, Room B24 – Office of Purchasing and Contractual Services, Tallahassee, Florida 32399-0317 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.

3.5 CONTENTS OF RESPONSE

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

Volume One: Response Qualification Documents

- Cover Letter
- Mandatory Criteria Certification and Required Documentation
- Financial Documentation
- Attachment E, Completed Business Reference Forms
- Description of Contract Disputes
- Conflict of Interest

Volume Two: Respondent’s Technical Response

- Understanding of the Project
- Ability and Willingness to Meet the Department’s Needs
- Narrative on Experience with Projects of Similar Size and Services
- Respondent’s Proposed Solution
- Exceptions

Volume Three: Price Response

- Attachment D, Price Response Form (Separately Sealed)

3.6 VOLUME ONE: RESPONSE QUALIFICATION DOCUMENTS

3.6.1 Cover Letter

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

- Name and principal place of business of the Respondent
- Primary location from where the work will be executed

3.6.2 Mandatory Criteria Certification and Required Documentation

The Respondent must complete and submit Attachment C, Mandatory Criteria Certification. Respondents will complete the form by writing “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. Certain criteria must be validated with supporting documentation as indicated on the Mandatory Criteria Certification. The Department will not evaluate a Response from a Respondent who answers “No” to any

of the criteria. Failure to meet mandatory requirements will cause rejection of the Response or termination of the Contract.

3.6.3 Financial Documentation

Respondents must be determined by the Department, at its sole discretion, to be financially capable of providing all commodities and services required in this RFP and demonstrate, to the satisfaction of the Department, that organizational changes affecting the Respondent will not impede such capability.

Respondents must provide current financial statements audited by an external auditor that are in conformity with US Generally Accepted Accounting Principles or International Financial Reporting Standards or must provide Federal Income Tax Returns for the two most recent years. Current certified financial statements should be submitted with the Response, and any statements that become available during the solicitation process should be submitted immediately upon issuance.

To be considered complete, certified financial statements must be comparative for two years and must include a balance sheet, income statement, statement of cash flows, statement of retained earnings, notes of the financial statements for both years, and any management letters that have been received.

If a Respondent submits a consolidated financial statement of its parent corporation, the parent corporation must serve as the Respondent's financial guarantor, execute the Agreement as the guarantor, and will be held accountable for all terms and conditions of the Agreement. The Department will hold all parties jointly and severally responsible for carrying out all activities required by the Contract.

3.6.4 Business References

The Respondent must complete and attach Attachment E, Business Reference Form, for at least three references. To be considered relevant experience, the services provided must be ongoing or must have been completed within the three years preceding the issue date of this solicitation.

3.6.5 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 (5) years related to contracts under which 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 or that resulted in any judicial or quasi-judicial action to which the Respondent has been a party. 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 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 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, Respondent must 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 must submit a statement confirming this fact under this title in its Response.

3.6.6 Other Required Documentation

Conflict of Interest

The Respondent must provide a letter relating to conflict of interest. If the Respondent does not have a financial interest in, or other conflict of interest with any construction materials mining company licensed in the state of Florida or any seismologist conducting monitoring services for any construction materials mining company licensed in the state of Florida, which would affect their ability to perform the services required under the Contract, it must submit a letter certifying the same.

If the Respondent does have a conflict of interest, the Respondent must provide a letter describing the nature of the Respondent's relationship with the construction materials mining company licensed in the state of Florida or the seismologist conducting monitoring services for any construction materials mining company licensed in the state of Florida as specifically as possible, including timeframes and individual employees' names, if appropriate. The Respondent must also describe how it will mitigate the conflict if awarded.

3.7 VOLUME TWO: RESPONDENT'S TECHNICAL RESPONSE

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

- Understanding of the Project
 - The Respondent must provide comprehensive narrative statements that illustrate its understanding of the requirements of the project, project schedule and how its solution will meet the needs of the Department. These statements should be prepared in a manner that will be understandable to individuals at a management level.
- Ability and Willingness to Meet the Department's Needs
 - The Respondent must describe its ability and willingness to meet the Department's time and budget requirements for the following:
 - Providing an analysis of the current ground vibration limits set by the U.S. Bureau of Mines, Report of Investigations 8507, with respect to Florida and its soil conditions.
 - Providing an assessment and analysis of damages to homes in the communities surrounding Florida's construction materials mines.
 - The style and format of the Proposed Final Report as described in the Statement of Work.
 - The style and format of the Final Report, along with the Power Point presentation and posters, as described in the Statement of Work.
 - Providing assistance to the Department with outreach to local government officials and residents.
- Narrative on Experience with Projects of Similar Size and Services
 - The Respondent must furnish a narrative on its recent, current, and projected workloads, and the volume of work previously awarded.
 - Prior relevant experience and ability to provide this or similar services.

- Describe its familiarity with federal and national seismic codes, standards and guidelines.
- Describe its familiarity with dynamic response of buildings to vibration amplitudes and frequencies; structure responses, theoretical analyses of material strength and strains, and assessments of home damage.
- Organizational Chart.
- Identification of Key Personnel.
- Examples of similar services.
- Respondent’s Proposed Solution
 - The Respondent must fully describe its plan and methodology for collecting data to carry out the services. The Respondent must also describe its outreach strategy and activities to assist the Department with outreach to legislators, local government officials (staff, elected) and residents located near Florida’s construction materials mining sites.
- Exceptions
 - The Respondent must fully describe exceptions, if any, to the solicitation.

3.8 VOLUME THREE: PRICE RESPONSE (SEPARATELY SEALED)

The Respondent must complete and return the Price Response Form.

3.9 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 Department with an unredacted version of the materials and a separate redacted electronic copy of the materials the Respondent claims as Confidential Information or exempt from disclosure and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption.

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.

3.9.1 Redacted Submissions

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

In addition, the Respondent 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 Department will follow the procedures identified in the Contract as Addendum A, Public Records Requirements, if the Department receives a further request for Confidential Information or exempt material that has been clearly identified as such in writing by the Respondent.

By submitting a Response, the Respondent agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its Response are Confidential Information or otherwise not subject to disclosure. If the Respondent fails to submit a Redacted Copy of its Response, the Department is authorized to produce the entire unredacted Response submitted to the Department in response to a public records request.

3.10 ADDITIONAL INFORMATION

By submitting the Response, Respondent certifies that it agrees to and satisfies all mandatory requirements specified in this RFP. At any time during the solicitation process, the Department 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 C, Mandatory Criteria Certification, 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 Department’s evaluation team will consist of at least three (3) persons who collectively have experience and knowledge in the program area and service requirements for the commodities and/or contractual services sought. A Certified Public Accountant (CPA) will be used to review the financial documentation that is required to be submitted per Section 3.6.3, Financial Documentation. The CPA will only evaluate the financial documentation portion of the Response.

4.3 EVALUATION CRITERIA

Each Response will be evaluated against the criteria set forth in Attachment B, Evaluator Score Sheet.

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 the Evaluator Score Sheet.

4.3.3 Price Response

The Procurement Officer will evaluate the Price Response. Price Responses for the initial contract term will be awarded a maximum of 40 points. The scores for the Price Response will be determined based on the following formula:

Initial term: $(\text{Lowest Respondent's Price} / \text{Respondent's Price}) \times (\text{Maximum Number of Points available}) = \text{Points Awarded for Price Response}$

SECTION 5. AWARD

5.1 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 Department reserves the right to award regional contracts for all or for part of the work contemplated by this solicitation.

The Department 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 Department determines that doing so will serve the best interest of the State. The Department has the right to use any or all ideas or adaptations of the ideas presented in any Response. Selection or rejection of a Response will not affect this right.

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 Department 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.

5.2 AWARD PREFERENCES FOR IDENTICAL EVALUATIONS OF RESPONSES

In the event that the Department's evaluation results in identical evaluations of Responses, the Department will provide Attachment F, Award Preference for Identical Evaluation of Responses Form, to the Respondents whose Responses resulted in the identical evaluations. Based on those forms, the Department will give the award to a Respondent if it is a minority-owned, veteran-owned, or woman-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 Department will apply the criteria identified in Rules 60A-1.011(1), 60A-1.011(3), and 60A-1.011(4), F.A.C., in that order of precedence.

5.3 THE DEPARTMENT'S RECOMMENDATION OF AWARD

The Department 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.

5.4 CHIEF FINANCIAL OFFICER'S APPROVAL

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

5.5 POSTING OF DECISION

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

5.6 EXECUTION OF CONTRACT

The awarded Respondent must sign the Contract within thirty (30) calendar days of receipt of the Contract for execution, unless there is an automatic stay triggered by the filing of a formal protest. If a formal protest is timely filed, the time to sign the Contract will be tolled. The Department reserves the right to withdraw its Notice of Intent to Award if the Contract is not timely signed, if it determines in its sole discretion that

it is in the best interest of the State to do so. The Department also reserves the right to award to the Respondent ranked second if the Department does not receive a timely signed Contract from the awarded Respondent.

ATTACHMENT A

**DEPARTMENT OF FINANCIAL SERVICES
Standard Contract**

Contract Title	P.O. No. or Solicitation No., if any	Contract Number
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1. This Contract is entered into between the Department of Financial Services and the Contractor named below:

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

Contractor's Name (hereinafter called the Contractor)

2. Contract to Begin:	Date of Completion:	Renewals:
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3. Performance Bond, if any:	Other Bonds, if any:
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4. Total Value for Contract Term:	Total Value of Renewal(s):	Total Value of Contract Term Plus Renewal(s):
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5. Department's Contract Manager		Contractor's Contract Manager	
Name:		Name:	
Address:		Address:	
Phone:		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 Applicable to Competitively Procured Contracts
Attachment 2: Statement of Work
Attachment 3: Completed Price Response Form
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:
Addendum D:

IN WITNESS WHEREOF, this Contract is being executed by the parties and is effective on the date in the Contract Begin Date above or the last date signed below, whichever is later.

8. **CONTRACTOR**

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

By (Authorized Signature)	Date Signed
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Printed Name and Title of Person Signing

9. Department of Financial Services **DEPARTMENT**

By (Authorized Signature)	Date Signed
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Printed Name and Title of Person Signing

**DEPARTMENT OF FINANCIAL SERVICES
STANDARD TERMS AND CONDITIONS
APPLICABLE TO COMPETITIVELY PROCURED CONTRACTS**

ATTACHMENT 1

1. Entire Contract.

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

2. Contract Administration.

- a. Order of Precedence. If there are conflicting provisions the documents that make up the Contract, the order of precedence for the documents is as follows:
 - i) Attachment 2, Statement of Work
 - ii) Standard Contract
 - iii) Attachments other than the Statement of Work, in numerical order as designated in the Standard Contract
 - iv) The Addenda in alphabetical order as designated in the Standard Contract
- b. All written and verbal approvals referenced in this Contract must be obtained from the parties' Contract Managers, or designees, referenced in the Standard Contract.
- c. 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 to the other party and maintained in the respective parties' Contract records.
- d. This Contract may be amended only by a written agreement between both parties.

3. Contract Duration.

- a. Term. The term of the Contract shall begin and end on the dates indicated on the Standard Contract unless terminated earlier in accordance with the applicable terms and conditions.
- b. Renewals. Section 287.058(1)(g), F.S., is hereby incorporated by reference and any renewals provided under the Contract must meet the requirements of this statute. If the Standard Contract indicates renewals are available, the Contract may be renewed for the timeframe(s) indicated in the Standard Contract.

4. Deliverables.

The Contractor agrees to render the services or other units of deliverables as set forth in the Attachment 2, Statement of Work. The services or other units of deliverables specified in the above paragraph shall be delivered in accordance with the schedule and at the pricing outlined in the Statement of Work. Deliverables may be comprised of tasks or activities that must be completed prior to the Department making payment on that deliverable.

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 the 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 shall not and do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees shall comply with any security requirements and processes as provided by the Department, or provided by the Department's customer, for work done at the Department or other locations. The Department reserves the right to investigate or inspect at any time whether the services or qualifications offered by the Contractor meet the Contract requirements. Notwithstanding any provisions to the contrary, written acceptance of a particular deliverable/minimum requirement does not foreclose the Department'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 Contract Manager before payment.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables as outlined in the 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. Failure to use the appropriate technical requirements or complete all tasks or activities as identified in the Statement of Work will result in automatic deliverable rejection and may not be invoiced or paid until correction of the deliverable. Failure to complete the required duties as outlined in the Statement of Work will result in the rejection of the invoice. The Department, at its option, may allow additional time within which the Contractor may remedy the objections noted by the Department and the Department may, after having given the Contractor a reasonable opportunity to complete, make adequate or acceptable said deliverables, declare this Contract to be in default. If the Contract Manager rejects the deliverables, the Contractor shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time, at the Contractor's expense. If the Contract Manager does not accept the deliverables within 30 days, they will be deemed rejected.

- c. Status Reports. If status reports are required as part of the Contract, the Contractor shall timely submit status reports showing deliverables, tasks, or activities worked on, attesting to the level of services provided, hours spent on each deliverable/task/activity, and upcoming major deliverables, tasks, or activities.
- 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 shall 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 consequences explained in the Statement of Work, the state of Florida (State) reserves the right to withhold payment when the Contractor has failed to perform/comply with provisions of this Contract. These consequences for nonperformance shall not be considered penalties.

8. Dispute Resolution.

Any claim, counterclaim, or dispute between the Department and the Contractor relating to this Contract shall 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 his or her 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 Department 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 shall not 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 Department's Chief Financial Officer (CFO), or designee, for the purpose of attempting to resolve such dispute without the need for formal legal proceedings, as follows:
 - i. The representatives of the Contractor and the Department shall meet as often as the parties reasonably deem necessary 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 Department's and the 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 Department, or designee, shall issue a written opinion regarding the issue(s) in dispute. The opinion regarding the dispute shall be considered the Department'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 Department over compensation shall 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 by the Statement of Work, the pricing per deliverable established by the Attachment E, Price Response, or Statement of Work, and the billing procedures established by the Department, the Department agrees to pay the Contractor for services rendered in accordance with section 215.422, F.S. To obtain the applicable interest rate, please refer to <https://www.myfloridacfo.com/Division/AA/Vendors/default.htm>
- b. Vendor Rights. A Vendor Ombudsman has been established within the Department. The duties of this individual include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be reached at (850) 413-5516.
- c. Taxes. The Department is exempted from payment of Florida State sales and use taxes and Federal Excise Tax. The Contractor, however, shall not be exempted from paying Florida State sales and use taxes to the appropriate governmental agencies or for payment by the Contractor to suppliers for taxes on materials used to fulfill its contractual obligations with the Department. The Contractor shall not use the Department's exemption number in securing such materials. The Contractor shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Contract. The Contractor shall provide the Department its taxpayer identification number upon request.

- d. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by the Department pursuant to the Statement of Work, shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed.
- e. Interim Payments. Interim payments may be made by the Department at its discretion under extenuating circumstances if the completion of services and other units of deliverables to date have first been accepted in writing by the Department's Contract Manager.

10. Insurance.

- a. Required Coverage. At all times during the 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 shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers licensed and authorized to write policies in Florida. Unless specifically exempted in the 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 subsection 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. A self-insurance program established and operating under the laws of the State may provide such coverage. The Department shall 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 shall cover all employees engaged in any Contract work.
 - iii. Other Insurance.
At all times during the Contract, the Contractor shall maintain any other insurance as required in the Statement of Work.
- b. Deductibles. The Department shall be 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 providing such insurance.
- c. Verification of Insurance. Upon execution of this Contract, the Contractor shall provide the Department written verification of the existence and amount for each type of applicable insurance coverage. Upon receipt of written request from the Department, the Contractor shall furnish the Department 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 Department 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 Department, the Contractor shall stop performing services on the date, and to the extent specified, in the notice. The Contractor shall accept no further work or new services related to the affected deliverables, and shall, as soon as practicable, but in no event longer than 30 calendar days after termination, terminate any orders and/or subcontracts related to the terminated deliverables and settle all outstanding liabilities and all claims arising out of such termination of orders and/or subcontracts, with the approval or ratification of the Department to the extent required, which approval or ratification shall be final for the purpose of this section. The Contractor shall not perform any services after it receives the notice of termination or after Contract expiration, except as necessary to complete the transition or continued portion of the Contract, if any. Contractor shall submit to the Department within 90-calendar days of termination a request for payment of completed services. Requests submitted later than 90-calendar days after termination will not be honored and will be returned unpaid. All services for which the Department has paid prior to the termination date of this Contract shall be professionally serviced to conclusion in accordance with the requirements of the Contract. Should the Contractor fail to perform all services under the Contract, the Contractor shall be liable to the Department for any fees or expenses that the Department may incur in securing a substitute provider to assume completion of those services.
- b. Contractor Obligations after Termination. If at any time the Contract is canceled, terminated, or expires, and a contract is subsequently executed with a provider other than the Contractor, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent contractor in accordance with Exit Transition requirements in the Statement of Work.
- c. Termination for Convenience. The Department may, in its sole discretion, terminate the Contract at any time by giving 30 days' written notice to the Contractor.

12. Notice of Default.

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

13. Events of Default.

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

- a. The commitment of any material breach of this Contract by the Contractor, including failure to timely deliver a material 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 274 (A) of the Immigration and Nationality Act;
- g. One or more of the following circumstances, uncorrected for more than 30-calendar days unless within the specified 30-day period, the Contractor (including its receiver or trustee in bankruptcy) provides to the Department adequate assurances, reasonably acceptable to the Department, of its continuing ability and willingness to fulfill its obligations under the Contract:
 - i) Entry of an order for relief under Title 11 of the United States Code;
 - ii) 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;
 - iv) An action by the Contractor under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation;
- h. The commitment of an intentional material misrepresentation or omission in any materials provided to the Department;
- 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.

All references to attorneys' fees in section 19, PUR 1000, are stricken.

15. Limitation of Liability.

The following terms supplement the limitations of liability terms in PUR 1000, section 20: The Department'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.

Notwithstanding any provisions to the contrary, written acceptance of a particular deliverable does not foreclose the Department's remedies in the event those performance standards that cannot be readily measured at the time of delivery are not met. Nothing in this Contract shall be construed to make the Contractor liable for force majeure events. Nothing in this Contract, including financial consequences for nonperformance shall limit the Department's right to pursue its remedies for other types of damages under the Contract, at law, or in equity. The Department may, in addition to other remedies available at law or equity and upon notice to the Contractor, retain such monies from amounts due to the Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against it. The Department may set off any liability or other obligation of the Contractor or its affiliates to the Department against any payments due the Contractor under any contract with the State.

17. Waiver.

The delay or failure by the Department to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Department'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.

18. Record Retention.

The Contractor shall retain records demonstrating its compliance with the terms of the Contract five (5) years after the expiration of the Contract and all pending matters, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. If the Contractor is required to comply with section 119.0701, F.S., then compliance with the retention of records in accordance with section 119.0701(2)(b)4., F.S., will fulfill the above stated requirement. If the

Contractor's record retention requirements terminate prior to the requirements stated herein, the Contractor may meet the Department's record retention requirements for this Contract by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, 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.

The following terms apply, unless otherwise stated in the Statement of Work:

- a. The Contractor's intellectual property rights that preexists this Contract will remain with the Contractor. Intellectual property rights to all property created or otherwise developed by Contractor specifically for the Department will be owned by the State through the Department. Proceeds derived from the sale, licensing, marketing, or other authorization related to any such Department-controlled intellectual property right shall be handled in the manner specified by applicable statute.
- b. If the Contractor fails to provide, or no longer can provide, a deliverable or service under the Contract that contains or otherwise utilizes intellectual property controlled by the Contractor, the Contractor shall grant the Department a royalty-free, paid-up, nonexclusive, perpetual license to use, modify, reproduce, distribute, publish or release to others, such Contractor-controlled intellectual property solely for use in connection with the deliverables or services under the Contract.

20. Ownership of Property.

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

21. Nonexclusive Contract.

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

22. Statutory Notices.

The Department 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 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 bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- 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 bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

The Contractor shall notify the Department 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. The Contractor and all its agents 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. This Contract shall be governed by and construed in accordance with the laws of the State of Florida.
- c. If applicable, the Contractor shall ensure that, as to its products and services it develops for the Department, electronic and information technology accessibility requirements of the Rehabilitation Act Amendments, 29 USC section 794 are met. Section 508 of the Rehabilitation Act Amendments, 29 USC 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: <https://www.section508.gov/>
- d. **Scrutinized Companies.** This provision applies only when the goods or services to be provided are \$1 million or more. Section 287.135, F.S., requires the Contractor to certify that it is not: 1) on the Scrutinized Companies with Activities in Sudan List, 2) on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or 3) participating in a boycott of Israel. By entering into this Contract, the Contractor certifies that it is not on either of these lists and that it is not participating in a boycott of Israel. A Contract may be terminated if the Contractor submits a false

certification regarding such matters or is placed on either list. In addition, a Contract entered into on or after October 1, 2016, may be terminated if the Contractor is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. The State Board of Administration provides a link to the “Scrutinized List of Prohibited Companies” at the following

link: <https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/PFIA/tabid/1478/ItemId/3351/Default.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. The Chief Financial Officer has directed, in cooperation with the Governor’s Executive Order 11-116, that 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 Department 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 Department, within 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: www.dhs.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 Department upon request.

25. Storage of State Data.

All data centers used to process and store State Data under this Contract shall only be located in the United States.

26. Applicable Law and Disputes.

Any dispute concerning performance of the Contract shall be processed according to the Statement of Work. Jurisdiction for any damages arising under the terms of the Contract will be in the courts of the State of Florida, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Contract.

27. Independent Contractor.

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

28. Subcontracting.

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

29. Guarantee of Parent Corporation.

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 of 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 of 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, shall survive termination, cancellation, or expiration of this Contract.

31. Exit Transition Services.

Upon the earlier of six (6) months before the expiration of the Contract or upon any notice of termination of the Contract, the Contractor shall provide transition services (Exit Transition Services) to the Department without regard to the reason for termination, as stated herein. Exit Transition Services shall be provided for up to the period outlined in the Statement of Work during the term and after termination and will be limited to post-contract activities involving knowledge transfer for such services and deliverables and all reasonable termination assistance requested by the Department to facilitate the orderly transfer of such services to the Department or its designees.

32. Third Parties.

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

33. Employment of State Employees.

During the term of this Contract, the Contractor shall not knowingly employ, subcontract with, or subgrant to 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.), who is employed by the State or 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.

**DEPARTMENT OF FINANCIAL SERVICES
STATEMENT OF WORK FOR
CONSTRUCTION MATERIALS MINING ACTIVITIES CONSULTATION AND STUDY
PREPARATION SERVICES**

Attachment 2

The terms in this Statement of Work (SOW) shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, the terms in this Statement of Work shall control.

I. Introduction.

The Department of Financial Services (Department) requires technical support to review whether the established statewide ground vibration limits for construction materials mining activities are still appropriate and to review any legitimate claims paid for damages caused by such mining activities as directed by section 552.30(3), F.S.

II. Scope of Work.

The Contractor shall be a Florida-licensed professional engineer or professional geologist or a business or university employing such licensed professionals and shall provide review and evaluation of the established statewide ground vibration limits for construction materials mining activities. This should include a review of blasting activities reports, blast complaint reports, regulatory permits and, if available, blaster's reports and other seismographic reports. The data provided by the Department to the Contractor may include detailed measurement of the ground vibration limits, frequency, intensity, blast pattern, air blast and time, date, occurrence, and notice restrictions or other applicable standards or limits. The Contractor must review any legitimate claims for damages caused by such mining activities. The Contractor shall conduct a review of mines and mining activities throughout the state of Florida. The review of damage claims should also be conducted throughout the state of Florida.

III. Contract Duration.

- A. Contract Term. The service shall begin upon the date last signed by a party (effective date) and continue for a period not to exceed one year, unless otherwise terminated in accordance with the terms of this Contract.
- B. Contract Renewals. There are no renewals available for this service.

IV. Payment Provisions.

- A. Invoicing. The Contract is a fixed price contract with invoicing after approval of each deliverable. See Table 1 - Payment Schedule by Deliverable.
- B. Travel and other Expenses. All costs incurred by the Contractor under this Contract are at the Contractor's expense. No reimbursement under the Contract is authorized.

V. Department Responsibilities.

- A. Documentation. Provide all documentation that the Contractor is required to analyze to the Contractor within ninety (90) days of Contract execution.
- B. Format. To the extent possible, provide the documentation that the Contractor is required to analyze in a digital format.
- C. Contract Manager. Assign a contract manager to manage the Contract.
- D. Distribution. Conduct any required coordination, communication, and document distribution with any entities external to DFS, including the Florida Legislature, House and Senate Staff, other State agencies, the Governor's office, and other entities as directed by the Department.
- E. Review of Deliverables. Review all deliverables within five (5) business days and inform the Contractor if the deliverable is not accepted.
- F. Consultation. Be available for consultation throughout the Contract term.
- G. Review of Invoices. Review the Contractor's invoices for accuracy and thoroughness and process them on a timely basis.
- H. Assignment of Team Members. Review and approve the assignment of all team members, both initially proposed and any subsequent changes.

- I. Maintenance of Deliverables. Maintain paper, electronic, and final archive copies of all deliverables.
- J. Response to Inquiries. Expeditiously respond to inquiries or requests from the Contractor.
- K. Provide Meeting Sites. Provide meeting sites when necessary.

VI. Contractor Responsibilities.

A. Deliverables. The Contractor shall provide the following services:

1. The table identified as, "Payment Schedule by Deliverable," at the conclusion of this Section VI. provides additional details to the information stated below regarding the deliverables requirements:

- a. Submit a summary of the initial analyses of reports, regulatory permits, and related correspondence produced by a representative sample (see subsection VI.A.1.e below) of construction materials mines in Florida.
- b. Submit a summary of all documentation provided by the DSFM documenting blasting activities at the same representative sample and complaints by residents located near those same mines.
- c. The Contractor's summary will address the following issues:
 - i. The effects of current ground vibration limits in the communities surrounding Florida's construction material mines.
 - ii. An analysis of the current ground vibration limits set by the U.S. Bureau of Mines, Report of Investigations 8507, with respect to Florida and its soil conditions, particularly in areas surrounding construction materials mines; and
 - iii. An assessment and analysis of damages to homes in the communities surrounding Florida's construction materials mines.
- d. The representative sample's data set will be limited to a sample of one mine in each of the State Fire Marshal's six regions, to be chosen by the State Fire Marshal's office.
- e. The data set will include all documents provided to the Contractor within ninety (90) days of Contract execution, which may include any of the following reports required by statute and/or administrative rule:
 - i. Blasting Activities Reports;
 - ii. Complaint Reports (Requests for Investigation, Preliminary Report, Letters);
 - iii. Regulatory permits issued by federal, state, and local governmental agencies applicable to construction materials mines.

2. Submit a Proposed Final Report to the Department that outlines all findings for the period commencing twelve months prior to the effective date of this Contract.

- a. The Proposed Final Report must include a section outlining whether the current blasting vibration limits set by statute are still appropriate, including a review of measured vibration amplitudes and frequencies, structure responses, and theoretical analyses of material strength and strains.
- b. The Proposed Final Report must include a section reviewing any legitimate claims paid for damages caused mining activities. This section must include an assessment of property damages surrounding the sample mines.
- c. During the Department's review of the Proposed Final Report, the Contractor shall provide technical assistance to the Department by answering questions and addressing concerns regarding the report's findings and contents.

3. Provide a Final Report and PowerPoint Presentation to the Department.

- a. After review of the Proposed Final Report, the Contractor shall make any necessary revisions resulting from the Department's review.
- b. The Contractor shall submit additional revised drafts as needed until the Department approves the report as final.
- c. The Contractor shall prepare and submit to the Department a PowerPoint presentation and at least two (2) color, standard size (22" x 28") posters. Both posters

and the PowerPoint presentation should also be submitted to the Department in an electronic format to allow for editing and printing by the Department.

4. Provide assistance to the Department with outreach to interested parties.

The Contractor shall assist the Department, as described in the Contractor’s Response to Section 3.7 of the RFP, with outreach to the legislature, local government officials (staff, elected), and residents located near Florida’s construction materials mines as directed.

B. Performance Measures. The Minimum Service Levels are as follows:

All documents (summaries, reports, etc.) must be submitted to the Department in an electronic, Microsoft Office-based application that allows the Department to modify the documents and accepted by the Department in accordance with the acceptance process described in subsection VI.C., Acceptance of Deliverables, below.

C. Acceptance of Deliverables. The Deliverables must be submitted to the Department’s contract manager for review and approval (acceptance). The Department will review each Deliverable and sign off to indicate its acceptance of each Deliverable that meets the applicable criteria specified in this SOW. If subsequent work that is the responsibility of the Contractor invalidates some or all of the contents of a Deliverable, the Department reserves the right to require the Contractor to revise deliverables previously approved at no additional cost to the Department, or to reject current deliverables based on inconsistency with the SOW.

D. Designation of Project Manager. The Contractor shall designate a project manager to work with the DFS contract manager in fulfilling the Contractor’s requirements under this Contract.

E. Response to Inquiries. The Contractor shall respond to inquiries and answer all questions posed by the Department within five (5) business days.

F. Response to Department Communications. The Contractor shall be available to respond to telephone calls and emails from the Department on an as needed basis.

Payment Schedule by Deliverable				
Deliverable	Due Date	Invoice Submittal	Amount	Financial Consequences
Submit a summary of the initial analysis.	Within ninety (90) days of Contract execution.	Upon the Department’s acceptance of summary.	TBD during the RFP process	The Department shall reduce payment by one percent (1%) of the deliverable amount for every business day beyond the due date, in excess of three (3) business days, that the deliverable is late.
Submit a Proposed Final Report to the Department.	No later than sixty (60) days after receipt of the Department’s acceptance of the summary of the initial analysis.	Upon the Department’s acceptance of Proposed Final Report.	TBD during the RFP process	The Department shall reduce payment by one percent (1%) of the deliverable amount for every business day beyond the due date, in excess of three (3) business days, that the deliverable is late.
Provide a Final Report to the Department.	No later than thirty (30) days after the Department’s Proposed Final	Upon the Department’s acceptance of Final Report.	TBD during the RFP process	The Department shall reduce payment by one percent (1%) of the deliverable amount for every business day

	Report review concludes.			beyond the due date, in excess of three (3) business days, that the deliverable is late.
Total Not to Exceed			\$325,000	

G. Financial Consequences for Failure to Timely and Satisfactorily Perform.

- i. Failure to timely submit each deliverable in accordance with the requirements of this Contract, unless such failure is beyond the control of the Contractor (applicable only if the reasons for such failure have been communicated to the Department in advance of the due date and the Department, in its sole discretion, agrees to extend the due date by written amendment to the Contract), will result in assessment by the Department of the financial consequences specified in the table above.
- ii. In addition, if the Department rejects a deliverable, the Department will begin to assess the same amount of the financial consequence specified in the table above for the deliverable beginning five (5) business days after rejection unless the Department receives the deliverable in a form that is acceptable to the Department by that fifth business day.
- iii. This provision for financial consequences shall in no manner affect the Department's right to terminate the Contract as provided elsewhere in this Contract and pursue damages for breach of contract, if applicable.

H. Monthly Status Reports.

The Contractor shall prepare and submit status reports on all progress relating to the deliverables that shall include:

- i. Summarizing the actions taken to date;
- ii. Identifying the outcomes of those actions; and
- iii. Identifying challenges, if any, the Contractor is encountering.

Reports are due to the contract manager once every thirty (30) days during the term of the Contract.

DEPARTMENT OF FINANCIAL SERVICES

Public Records Requirements

Addendum A

1. Public Records Access Requirements.

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

2. Public Records Requirements Applicable to All Contractors.

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

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:

- (1) Keep and maintain Public Records required by the Department to perform the service.
- (2) Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (3) A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- (4) 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.
- (5) Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department's custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.

(6) 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 Department of Financial Services
Office of the General Counsel, Public Records
200 E. Gaines Street, Larson Building
Tallahassee, Florida 32399-0311

DEPARTMENT OF FINANCIAL SERVICES

Data Security Requirements

Addendum B

1. 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) security procedures and requires adherence to the Department's security policies, the relevant parts of which are contained herein, in performance of this Contract. The Contractor shall provide immediate notice to the Department's Information Security Office, within the Office of Information Technology, 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). 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 of, 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.

2. 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 remote support sessions the Department requires the Contractor to escort the remote support access and maintain visibility of the support personnel's actions. The Contractor shall encrypt all data transmissions containing Confidential Information. The Contractor agrees to protect, indemnify, defend, and hold harmless the Department from and against any and all costs, claims, demands, damages, losses, and liabilities arising from or in any way related to the Contractor's breach of this addendum or the negligent acts or omissions of the Contractor related to this addendum.

3. 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. The Contractor shall develop data security procedures to ensure only authorized access to data submissions by personnel for contracted activities.

4. 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 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.

**DEPARTMENT OF FINANCIAL SERVICES
DFS SFM RFP 1718-12**

ATTACHMENT B

Evaluator Score Sheet

Evaluation team members will assign 0-10 points for each criteria section, using no fractions or decimals. The table below provides the scoring guidelines to be used when assigning points to each criteria section.

Financial Review: The financial information required in Section 3.6.3 of the RFP will be evaluated by a CPA on a pass/fail basis and will not receive a score.

Assessment	Description	Evaluator Score
Excellent	The applicable portion of the Response fully meets or exceeds minimum specifications.	9-10
Good	The applicable portion of the Response more than adequately meets the minimum specifications.	6-8
Adequate	The applicable portion of the Response adequately meets the minimum specifications.	4-5
Marginal	The applicable portion of the Response minimally addresses the evaluation criteria.	2-3
Poor	The applicable portion of the Response is missing, incomplete, or unclear.	0-1

Evaluation Criteria	Section	Maximum Points	Points Awarded
Analysis of U.S. Bureau of Mines Report: Response indicates the ability and willingness to meet the Department's needs regarding providing an analysis of the current ground vibration limits set by the U.S. Bureau of Mines, Report of Investigations 8507, with respect to Florida and its soil conditions.	3.7	10	
Assessment of Damages: Response indicates the ability and willingness to meet the Department's needs regarding an assessment and analysis of damages to homes in the communities surrounding Florida's construction materials mines.	3.7	10	
Proposed Final Report: Response indicates the ability and willingness to meet the Department's needs regarding the content requirements as well as the style and format of the Proposed Final Report as described in Statement of Work.	3.7	10	
Final Report: Response indicates the ability and willingness to meet the Department's needs regarding the style and format of the Final Report, along with the Power Point presentation and posters, as described in the Statement of Work.	3.7	10	
Outreach: Response indicates the ability and willingness to meet the Department's needs regarding providing assistance to the	3.7	10	

Department with outreach to legislators, local government officials (staff, elected) and residents.			
References: Response and references contacted indicate experience necessary to meet the Department's needs and a history of customer satisfaction with past performance.	3.64	10	
Prior Experience: Response narrative provides examples of prior similar services and demonstrates relevant experience.	3.7	10	
Identification of Project Personnel, Staff Information, and Administration & Management Adequate to Meet the Department's Needs: Response identifies adequate key personnel assigned to this project, describes how their qualifications will be beneficial to meet the Department's needs as noted in the Response Contents section, and provides a detailed organizational chart that includes the roles of the key personnel.	3.7	10	
Total Points for Response		80	

Evaluator's Name: _____

Date: _____

Evaluator's Signature: _____

**DEPARTMENT OF FINANCIAL SERVICES
Mandatory Criteria Certification**

Attachment C

This form must be completed by the Respondent's authorized representative. The Respondent acknowledges that the Department will rely on the representations made on this form in making its decision of award. If the Department discovers that any of the information on this form is false prior to the award of the Contract, the Department will determine the Respondent non-responsive and not evaluate its Response. If the Department discovers that any information on this form is false after the award to the Respondent is made, the Department reserves the right to terminate the Contract and the Respondent will be liable for costs associated with re-procuring the services.

1. Does Respondent certify that it agrees to the terms above?

2. Does Respondent certify that the person submitting the Response is authorized to respond to this RFP on Respondent's behalf?

3. Does Respondent certify that it is not a Discriminatory Vendor or Convicted Vendor as defined in Sections 7 and 8 of the PUR 1001?

4. Does Respondent certify compliance with Section 9 of the PUR 1001?

5. Does Respondent agree to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure?

6. Certify one and write N/A on the others:
 - a. Does Respondent certify that it is registered with the Florida Department of State?

 - OR**
 - b. Does 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?

 - OR**
 - c. Does 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.)?

7. Certify one and write N/A on the other:
 - a. Does Respondent certify that a drug-free workplace has been implemented in accordance with section 287.087, F.S.?

OR

b. Does Respondent agree to waive its right to be given preferential treatment as a drug-free workplace in the event of a tie?

8. Certify one and write N/A on the other:

a. Does Respondent certify that it is registered with MFMP?

OR

b. Does Respondent certify that if awarded a contract under this solicitation, it will register with MFMP prior to execution of the Contract?

9. Does the Respondent agree not to seek indemnification from the Department?

10. Does Respondent certify that they are a Florida-licensed professional engineer, professional geologist, or a business or university employing such licensed professionals.

11. Does Respondent certify that they do not have any interest or business relationship with any construction materials mining company licensed in the state of Florida or any seismologist conducting monitoring services for any construction materials mining company licensed in the state of Florida.

As the person authorized to sign the statement, I certify that this business entity complies fully with the above requirements.

Dated this _____ day of _____ 2017.

Name of Business Entity: _____

Signed by: _____

Print Name _____

**DEPARTMENT OF FINANCIAL SERVICES
DFS SFM RFP 1718-12**

ATTACHMENT D

Price Response Form

Summary of Initial Analysis	Proposed Final Report	Final Report	
\$ _____ . _____	\$ _____ . _____	\$ _____ . _____	
	TOTAL CONTRACT PRICE: \$ _____ . _____		

The prices specified above will be the maximum compensation paid to the Contractor. No other costs incurred by the Contractor will be reimbursed by the Department.

I certify that this Response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies or equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Response and certify that I am authorized to sign this Response for the Respondent and that the Respondent is in compliance with all requirements of the SOW, including but not limited to, certification requirements.

RESPONDENT NAME: _____
(Company)

RESPONDENT ADDRESS: _____
(City/State/Zip) _____

RESPONDENT PHONE: _____

RESPONDENT E-MAIL CONTACT: _____

AUTHORIZED REPRESENTATIVE (Printed): _____

AUTHORIZED SIGNATURE: _____

DATE: _____

DEPARTMENT OF FINANCIAL SERVICES

Business Reference Form

Attachment E

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 with 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: <input type="checkbox"/> primary provider or <input type="checkbox"/> subcontractor or <input type="checkbox"/> N/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 Department;
- a former employee of the Department, 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: _____

**DEPARTMENT OF FINANCIAL SERVICES
Award Preferences for Identical Evaluations of Responses**

Attachment F

This form must be completed by the Respondent in the event of a tie if requested by the Department. If the Department discovers that any information on this form is false after the award to the Respondent is made, the Department reserves the right to terminate the Contract and hold the Respondent liable for costs associated with re-procuring the services.

SECTION 1: Respondents shall certify one or more of the following by checking the adjacent box(es):

SECTION 2: A. The response is from a certified minority-owned firm or company and the net worth of the company is _____;

SECTION 3: B. The response is from a veteran-owned business certified according to section 295.187, F.S., and the net worth of the company is _____;

SECTION 4: C. The response is from a Florida-based business having at least one of the following characteristics:

SECTION 5: 1) Fifty-one (51) percent of the company is owned by Floridians; or

SECTION 6: 2) Employs a workforce for this project or contract that is at least 51% Floridians; or

SECTION 7: 3) More than 51% of business assets of the company, excluding bank accounts, are located in Florida.

SECTION 8: D. The response is from a Florida-domiciled entity;

SECTION 9: E. The commodities used in this contract are manufactured, grown, or produced within this State;

SECTION 10: F. The response is from a foreign manufacturer with a factory in the State employing over 200 employees working in the State;

G. The response is from a business that certified at the time of the Response that it has implemented a drug-free workplace program in accordance with section 287.087, F.S.;

SECTION 11: H. **The response is from a company that is not eligible for any of the above preferences.**

SECTION 12:

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

Dated this _____ day of _____ 2017.

Name of Organization: _____

Signed by: _____

Print Name _____