

**TITLE PAGE
STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS
OFFICE OF THE ATTORNEY GENERAL**



**INVITATION TO BID
ITB DLA-2020.05
CONSUMER GUIDE TO THE FLORIDA LEMON LAW**

Respondent Name: _____

Respondent Mailing Address: _____

City, State, Zip: _____

Phone Number: () _____

Fax Number: () _____

E-Mail Address: _____

Federal Employer Identification Number (FEIN): _____

BY AFFIXING MY SIGNATURE ON THIS REPLY, I HEREBY STATE THAT I HAVE READ THE ENTIRE ITB TERMS, CONDITIONS, PROVISIONS, SPECIFICATIONS AND ALL ITS ATTACHMENTS, INCLUDING THE REFERENCED PUR 1000 AND PUR 1001. I hereby certify that my company, its employees, and its principals agree to abide by all the terms, conditions, provisions, and specifications during the competitive solicitation and any resulting Contract, including those contained in the Sample Contract.

Signature of Authorized Representative: _____

Printed (Typed) Name and Title: _____

*An authorized representative is an officer of the respondent's organization who has legal authority to bind the respondent's organization to the provisions of the Bids. This usually is the President, Chairman of the Board or owner of the entity. Document establishing delegated authority must be included with the reply if signed by other than authorized representative.

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SECTION 1 PURPOSE AND GENERAL INFORMATION

1.1 Purpose

The purpose of this Invitation to Bid (ITB) is to seek competitive pricing on behalf of the State of Florida, Department of Legal Affairs, Office of the Attorney General, hereafter referred to as the OAG, for the printing of “Consumer Guide to the Florida Lemon Law” booklets.

1.2 Definitions

OAG	Department of Legal Affairs, Office of the Attorney General
Bid	A completed Title Page and Price Sheet and all required forms and attachments as specified in Section 3.1 of the ITB, submitted by a Respondent in response to this ITB.
Business Days	Monday through Friday, excluding state holidays
Business Hours	8 a.m. to 5 p.m., Eastern Time
Calendar Days	All days, including weekends and state holidays
Contract	The formal written agreement or Purchase Order that will be entered into between the OAG and the Contractor.
Contractor	The Respondent with whom the OAG executes a contract with to provide the required commodities or services.
Minor Irregularity	As used in the context of this solicitation, indicates a variation from the ITB terms and conditions which does not affect the price of the Bid, or give the Respondent an advantage or benefit not enjoyed by other Respondents, or does not adversely impact the interests of the OAG.
Respondent	Any firm or person who submits a Bid to the OAG in response to this ITB.
State	State will be synonymous with the state of Florida and its various agencies and other governmental subdivisions.
Subcontractor	Any firm or person other than an employee of the Contractor who performs any services required by the Contract for compensation, upon OAG approval.
Vendor Bid System (VBS)	The system which allows all state agencies to advertise solicitations on MyFlorida.com, hosted by the Department of Management Services. It also permits registered vendors to receive automatic email notification of solicitation advertisements, addendums to solicitation, and exceptional purchases. The state of Florida’s internet-based vendor information system at: http://vbs.dms.state.fl.us/vbs/main menu

1.3 PUR 1001 – General Instructions to Respondents

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

The State of Florida General Instructions to Proposers (PUR 1001) is hereby referenced and incorporated in its entirety into this ITB. This is a downloadable document at the hyperlink above. Please download and save this document to your computer for further review. Potential Respondents to the solicitation are encouraged to carefully review all materials contained herein and prepare responses accordingly. There is no need to return this document (PUR 1001) back to the OAG. To the extent any terms contained in this ITB conflicts with the terms of the PUR 1001, this ITB controls.

1.4 Procurement Officer and Restriction on Communications

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the OAG posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response, section 287.057(23), Florida Statutes.

The Procurement Officer is the sole point of contact for the OAG pursuant to section 287.057(23), Florida Statutes.

Tina Vaughan, FCCM
Bureau of General Services
Office of the Attorney General
State of Florida, Department of Legal Affairs
107 West Gaines Street, Collins Building
Tallahassee, FL 32301
Telephone: (850) 414-3925
Email: tina.vaughan@myfloridalegal.com

1.5 Schedule of Events

The following time schedule will be strictly adhered to in all actions relative to this ITB, unless modified by the OAG by addendum to this ITB. No liability to the OAG will result from such deviations. All required Vendor actions must be completed by the date and time in the schedule.

Event	Location	Date/Time
ITB Released/Posted	http://vbs.dms.state.fl.us/vbs/main_menu	March 25, 2020

Questions Submitted	To Procurement Officer at: Tina.vaughan@myfloridalegal.com	April 6, 2020
Anticipated Answers to Questions	http://vbs.dms.state.fl.us/vbs/main_menu	April 9, 2020
Sealed Bids Due	The Office of the Attorney General Bureau of General Services, Purchasing Collins Building 107 W. Gaines Street Tallahassee, Florida, 32301 Bids must be addressed to the Procurement Officer, Tina Vaughan, as specified in Section 1.4. Bids are to be received by 5:00 p.m. on date specified.	May 26, 2020
*Anticipated Opening of Bids	All timely bids will be opened at: Collins Building Room 226 107 W. Gaines Street Tallahassee, Florida, 32301 Time of Opening 2:30ET The public may attend the opening but may not review any Bids at that time in accordance with section 119.07(1)(2), Florida Statutes.	June 2, 2020
Anticipated Posting of Award	http://vbs.dms.state.fl.us/vbs/main_menu	June 30, 2020

All Respondents are hereby notified that the meetings noted with an asterisk above (*) are public meetings open to the public and may be electronically recorded by any member of the audience. Although the public is invited, no comments or questions will be taken from either the Respondents or other members of the public.

1.6 Questions

This provision takes precedence over General Instruction #5 in PUR 1001.

All questions regarding the content of this ITB, must be received in writing by email to the Procurement Officer identified in Section 1.4, above, within the time indicated in Section 1.5, Schedule of Events. Verbal questions or those submitted after the period specified in the Schedule of Events will not be addressed.

Answers to questions submitted in accordance with the ITB Schedule of Events will be

posted on the MyFlorida.com VBS website. Respondents are asked to use the following format when submitting questions:

RESPONDENT'S NAME ITB DLA-2020.05	
QUESTION	OAG'S ANSWER

1.7 Accessibility for Disabled Persons

If a special accommodation is needed, please advise no later than five working days prior to the event for which the accommodation may be needed. Contact the Procurement Officer named in Section 1.4 of the ITB.

1.8 Responsive and Responsible (Mandatory Requirements)

Respondents must meet the following mandatory requirements and complete and submit the following mandatory information or documentation as part of its Bid. Any Bid which does not meet these requirements or contain this information will be deemed non-responsive.

1. Bids must be sealed and received at the location and date and time specified in Section 1.5, Schedule of Events.
2. The Title Page must be completed, signed and returned with Bid.
3. Price Page – Attachment B, must be completed as specified with no alteration of the form.

1.9 Costs of Developing and Submitting Bid: Ownership

Neither the OAG nor the state of Florida is liable for any of the costs incurred by a Respondent in preparing and submitting a Bid. All Bids become the property of the OAG upon receipt and will not be returned to the Respondents once opened. The OAG will have the right to use any ideas or adaptations of ideas contained in any Bids received in response to this ITB. Selection or rejection of the Bids will not affect this right.

1.10 Taxes

The OAG is generally exempt from all federal, state, and local taxes and no such taxes will be included in the price of the Contract. The OAG will have no responsibility for the payment of taxes which become payable by the Contractor or its subcontractors in

performance of the Contract.

1.11 Bid Tenure

All Bids are binding for 180 days following the Bid opening date.

1.12 Addendums

Any and all addendums to this ITB will be posted on the VBS with an Addendum Acknowledgement Form. The Addendum Acknowledgement Form, issued with each posting must be signed by an individual authorized to bind the Respondent, dated and included in the Respondent's Bid. It is the Respondent's responsibility to monitor the VBS for any solicitation notifications.

1.13 Conflict of Interest and Disclosure

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their Bids whether any officer, director, employee, or agent is also an officer or an employee of the OAG, the state of Florida, or any of its agencies, whether executive, judicial, or legislative. All firms must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of five percent or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the OAG, or other person, who has received or will receive compensation of any kind, in seeking to influence the actions of the OAG in connection with this procurement.

1.14 Statement of Non-Collusion

Section 287.057(17)(c), Florida Statutes, provides "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency. See Section 3.4.

The OAG considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.

1.15 Certificate of Authority

All limited liability companies, corporations, corporations not for profit, and partnerships seeking to do business with the State must be registered with the Florida Department of State in accordance with the provisions of Chapters 605, 607, 617, and 620, Florida Statutes, respectively prior to Contract execution. The OAG retains the right to ask for verification of compliance before Contract execution. Failure of the selected contractor to have appropriate registration may result in withdrawal of Contract award.

1.16 Preference Given Printing within the State

Pursuant to section 283.35, Florida Statutes, the OAG will grant a preference to the lowest responsible and responsive vendor having a principal place of business within this state. The preference will be five percent if the lowest bid is submitted by a vendor whose principal place of business is located outside the state and if the printing can be performed in this state at a level of quality comparable to that obtainable from the vendor submitting the lowest bid located outside the state.

1.17 Drug Free Workplace Certification

Respondents may execute and return Drug Free Workplace Certification, Attachment E, to be considered in the event of identical scoring or exact tie.

1.18 Business Reference Form

Respondents will return the Business Reference Form – Attachment C, and provide references sufficient in number to verify and support five years of continuous experience and success in completing printing assignments of a similar scope and size in the last five years. The Reference contact person should be available between the hours of 8:00 a.m. and 5:00 p.m., Eastern Time, Monday through Friday.

SECTION 2 CONTRACT TERMS

2.1 Contract Format

Use of the OAG's Sample Contract, Attachment G hereto, is mandatory for any contract resulting from this solicitation. Respondents must become familiar with the Sample Contract, which contains administrative, financial and non-programmatic terms and conditions mandated by federal and state law and, administrative code rules. The terms and conditions contained in the Sample Contract are non-negotiable.

2.2 Scope of Work

Detailed specifications for this ITB are provided in Attachment A, Scope of Work.

2.3 Term of Contract

The term of the contract awarded from this ITB will have an anticipated start date of September 17, 2020. This is a two-year contract. The contract may be renewed on a yearly basis for no more than three years beyond the initial contract date. Renewals are subject to the same terms and conditions set forth in the initial contract and are contingent upon satisfactory performance as determined by the OAG and are subject to the availability of funds.

SECTION 3 INSTRUCTIONS FOR BID SUBMITTAL

3.1 Instructions for Submittal

1. Respondents must submit the Title Page and the Price Page – Attachment B (**Mandatory Requirement**).
2. Respondents must submit the following forms, completed and signed, with their Bids:
 - a. Business Reference Form – Attachment C
 - b. Statement of No-Conflict, Non-Collusion – Attachment D (Section 1.13, 1.14)
3. Drug Free Workplace Certification – Respondents may execute and return **Drug Free Workplace Certification**, Attachment E, to be considered in the event of identical scoring or exact tie (Section 1.17).
4. Addendum Acknowledgement Form when applicable.
5. The Respondent is asked to submit one original paper copy of the Bid and one PDF copy on a single USB storage device, or CD, viewable in Adobe Acrobat. The PDF copy should contain the entire Bid as submitted, including all supporting and signed documents.
6. Bids must be sent by U.S. Mail, courier, or hand delivered to the location and time specified in **Section 1.5, Schedule of Events (Mandatory Requirement)**.
7. It is the Respondent's responsibility to ensure that its Bid is delivered by the specified time and the location identified in **Section 1.5, Schedule of Events**. Bids which, for any reason are not received timely, will not be considered.
8. Bids will be submitted in a sealed envelope or package with the solicitation number and the date and time of the Bid opening clearly marked on the outside. The OAG is not responsible for improperly marked Bids.
9. The OAG's clocks will provide the official time for Bid receipt.

10. Unsealed Bids and Bids transmitted electronically or by facsimile transmission will not be considered.

11. No Bids may be altered after the submission due date and time.

3.2 Public Records and Trade Secrets

Notwithstanding any provisions to the contrary, public records must be made available pursuant to the provisions of the Public Records Act. If the Respondent considers any portion of its Bid to this solicitation to be confidential, exempt, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or any other authority, the Respondent must segregate and clearly mark the document(s) as “CONFIDENTIAL.”

Simultaneously, the Respondent will provide the OAG with a separate redacted paper and electronic copy of its Bid and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy must contain the solicitation name, number, and the name of the Respondent on the cover, and must be clearly titled “REDACTED COPY.” The redacted copy must be provided to the OAG at the same time the Respondent submits its Bid and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. The Respondent will be responsible for defending its determination that the redacted portions of its Bid are confidential, trade secret or otherwise not subject to disclosure. Further, the Respondent must protect, defend, and indemnify the OAG for all claims arising from or relating to the determination that the redacted portions of its Bid are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the Respondent fails to submit a redacted copy with its Bid, the OAG is authorized to produce the entire documents, data or records submitted by the Respondent in answer to a public records request for these records.

3.3 Price Page (Mandatory Requirement)

The Price Page is Attachment B to this ITB. Respondents must fill out the Price Page as indicated, sign it, and return it with their Bid. A price must be provided for each item listed on the Price Page. Failure to complete the Price Page as indicated will result in the Bid being deemed non-responsive. No alterations, amendments, or changes to the format of the Price Page are permitted.

SECTION 4 AWARD

4.1 **Basis of Award**

A single award will be made to the responsible and responsive Respondent that submits the **LOWEST TOTAL PRICE, including delivery**, as described in Attachment B – Price Page, who meets the specifications and conditions of this ITB.

4.2 **Identical Bids**

In the event of identical Bids or otherwise equal Bids from two or more Respondents, the OAG will determine the order of award in accordance with the law, including giving due weight to preferences set forth in Chapter 287, Florida Statutes. In the event that the application of the preferences in Chapter 287, Florida Statutes, fails to resolve the identical bids, the OAG will determine the award by a means of random selection (e.g., a coin toss or drawing of numbers).

4.3 **Right to Reject all Bids**

The OAG reserves the right to reject all Bids. The OAG reserves the right to award as determined to be in the best interest of the state, and to accept or reject any and all offers, or separable portions, and to waive any minor irregularity or omission if the OAG determines that doing so will serve the best interest of the state.

4.4 **Protests**

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post a bond or other security required by law within the time allowed for filing a bond will constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Only documents delivered by the U.S. Postal Service, a private delivery service, or in person (8:00 a.m. – 5:00 p.m., Eastern Time) will be accepted. Documents received after hours will be filed the following business day. **No filings may be made by email or by any other electronic means.** All filings must be made with the OAG Clerk ONLY and are only considered "filed" when stamped by the official stamp of the OAG Clerk. It is the responsibility of the filing party to meet all filing deadlines.

Do not send Bids to the OAG Clerk’s Office. Send all Bids to the Procurement Officer at the address listed in the Schedule of Events, Section 1.5.

The OAG Clerk's mailing address is:

OAG Clerk
Florida Department of Legal Affairs,
Office of the Attorney General
PL-01, The Capitol
Tallahassee, Florida 32399-1050
Telephone No. (850) 414-3626

The OAG Clerk's physical address for hand deliveries is:

OAG Clerk, Department of Legal Affairs
107 West Gaines Street
Tallahassee, Florida 32399

ATTACHMENT A
SCOPE OF WORK
ITB DLA 2020.05
CONSUMER GUIDE TO THE FLORIDA LEMON LAW

A. Background

The Consumer Guide to the Florida Lemon Law (Guide) is given to buyers of new automobiles in the state of Florida. Its purpose is to provide information regarding Chapter 681, Florida Statutes. It is estimated that approximately 1,038,000 Guides will be purchased each year of the contract, based on prior years. This number is not guaranteed.

B. Specifications

The Contractor will be required to print and deliver an estimated 832,000 copies of the Consumer Guide to the Florida Lemon Law on a yearly basis, divided into semi-annual printing jobs. Orders for the Guides are submitted by automobile manufacturers to the OAG twice a year; the OAG then compiles those submissions and submits the Lemon Law Consumer Guides Request Form, Attachment F, to the Contractor for fulfillment (hereinafter “Request Form”). Because the purpose of publishing the Guide is to provide statutory information, legislative or regulatory changes that require revision to the Guide during the term of this Contract may be necessary. In such an event, changes to the camera-ready artwork will be provided to the Contractor with the Request Form under the Contract.

Over the past several years, the annual number of Guides printed has fluctuated, as shown in the following table:

For delivery in:	Number of Guides Ordered
Jan-2020	466,427
Jul-2019	187,545
Jan-2019	163,760
Jul-2018	519,037
Jan-2018	266,888
Jul-2017	607,153
Jan-2017	274,3000
Jul-2016	692,632
Jan-2016	431,262
Jul-2015	607,030
Jan-2015	361,624

The anticipated total number of Guides to be ordered semi-annually through the Request Form is expected to be 832,000 annually. The number of Guides actually ordered each year will be based on past and anticipated sales of automobiles in the state, as determined by the automobile manufacturers. If sales drop or increase beyond the expected during the six months preceding the semi-annual printing, the number of Guides requested by the manufacturers will be adjusted accordingly.

Manufacturers also submit requests for Guides outside the semi-annual printings specified herein. Those requests have varied from 10,000 to 100,00 extra Guides per year. In the event automobile manufacturers require additional Guides over the anticipated base figure, or submit requests for Guides outside of the semi-annual printings specified herein, the Contractor will fulfill this request within 60 calendar days after issuance of the Request Form for said printing, at the prices listed in the Contract.

The first semi-annual printing and delivery shall be completed in January 2021, and the second semi-annual printing and delivery shall be completed in July 2021. The Contractor will be required to ensure the Guides are received by those manufacturers identified in the Excel Spreadsheet accompanying the Request Form no later than 60 calendar days after issuance of the Request Form under the Contract. Request Forms will be issued to the Contractor in sufficient time prior to the required semi-annual printing and delivery months so as to facilitate the timely printing and delivery of the Guides.

Contractor will not sell, distribute, print or reprint any copies of the Guide unless authorized to do so in writing by the OAG.

C. Product Specifications

All work, including press work, will be neat, even in impression, uniform in lines and perfect register. The margins will be uniform on each page with uniform appearance in the finished work. Only quality materials will be used.

Each Guide will meet the following specifications:

1. Number of Pages/Description

Total of 16 pages: when folded to 8 ½” x 5 ½”, including front and back cover (not included carbonless form) as follows:

- a. 3-8 ½” x 11” signatures printed front and back
- b. Cover page front and back

2. Carbonless Form Insert

3-part carbonless form, 8 ½” x 11”, color sequence to be white, canary, and pink, printed black ink front side only. Carbonless form, glue with “fan apart” as usual. Perforated carbonless form 4 7/8” from “fan apart” glued edge 1/8” short of open edge (see diagram in Sample Images). This form will be the first signature inserted into the stitched Guide as the first signature next to the cover, with glued edge 1/8” short of open edge to the left and stapled into the Guide.

3. Cover Size

Full Bleed 8 ½” x 11” (folded to 8 ½” x 5 ½”)

4. Page Size

8 ½” x 11”, folded to 8 ½” x 5 ½”

5. Stock

- a. Cover – 67lb. Vellum Bristol cover. Color to be cream, ivory or natural.
- b. Pages – Text weight 60lb. offset white, un-coated.
- c. Carbonless Form Insert – 3-part white, canary and pink.

6. Composition

All camera-ready artwork will be supplied by the Agency with the issued Contract.

7. Ink

- a. Cover – Pantone 1605 U & Black (2/2)
- b. Pages – Pantone 1605 U & Black (2/2)
- c. Carbonless Form Insert – Black (1/0)

8. Binding

Collated, Inserted, Stapled and Trimmed

D. Proofs

Initial color proof is required to be submitted for approval within seven days of receipt of Contract to:

Office of Attorney General
Lemon Law Arbitration Program
ATTEN: Kairi Sisask
PL-01, The Capitol
Tallahassee, Florida 32399-1050

E. Ordering of Guides

Orders will be submitted by the Agency, using the Lemon Law Consumer Guides Request Form – Attachment F.

F. Delivery of Guides

Guides are to be delivered within 60 days after receiving the Lemon Law Consumer Guides Request Form, Attachment F, from the OAG Lemon Law Arbitration. Shipping location(s) of ordered guides will be provided by the Agency via Excel spreadsheet. Sample Worksheets reflecting three recent order periods are shown in Attachment G.

G. Shipping Charges

Shipping charges will be paid by the Contractor.

H. Financial Consequences

Failure of the Contractor to perform as specified above will result in a reduction of payment for the effected deliverable as follows:

1. Failure to meet the Specifications, as provided above in sections B, C and D, will result in a reduction of five percent for the rate per Guide multiplied by the number of Guides affected. The OAG will not accept defective Guides, i.e. Guides that do not meet the Specifications. The reduction will be assessed on the per Guide price on the invoice for the replacement Guides.
2. Failure to deliver the Guides within 60 days after receiving the Lemon Law Consumer Guides Request Form will result in a reduction of five percent for each day beyond 60 days the Guides are not delivered. The reduction will be assessed on the per Guide price on the invoice for the affected order.

ATTACHMENT B
PRICE PAGE
ITB – DLA-2020.05
CONSUMER GUIDE TO THE FLORIDA LEMON LAW

Prices are to be bid per consumer guide, inside delivery price per guide, based on the “Consumer Guide to the Florida Lemon Law” (Guide). Printing Specifications are included herein.

The per Guide price cannot be extended beyond the ten thousandth place (.0000). Respondent must provide both an initial term price and a renewal term price, or the Price Page will be deemed incomplete and non-responsive.

INITIAL TERM	INITIAL PRICE PER GUIDE
(initial term is 2 years)	\$
RENEWAL TERM	RENEWAL PRICE PER GUIDE
(Up to three years)	\$
TOTAL PRICE	\$

Respondent: _____
Address: _____
City, State, Zip Code: _____
Telephone: _____ FEIN Number: _____

ATTACHMENT C

BUSINESS REFERENCE FORM

Provide references sufficient in number to verify and support five years continuous experience as specified in Section 1.18 of this ITB. The Reference contact person should be available between the hours of 8:00 a.m. and 5:00 p.m., Eastern Time, Monday through Friday.

1

Company Name	Point of Contact
Address	Telephone Number
City/State/Zip Code	Email Address
Project Date	
Description (Scope of Work)	

2

Company Name	Point of Contact
Address	Telephone Number
City/State/Zip Code	Email Address
Project Date	
Description (Scope of Work)	

3

Company Name	Point of Contact
Address	Telephone Number
City/State/Zip Code	Email Address
Project Date	
Description (Scope of Work)	

4

Company Name	Point of Contact
Address	Telephone Number
City/State/Zip Code	Email Address
Project Date	
Description (Scope of Work)	

5

Company Name	Point of Contact
Address	Telephone Number
City/State/Zip Code	Email Address
Project Date	
Description (Scope of Work)	

ATTACHMENT D

STATEMENT OF NO-CONFLICT, NON-COLLUSION

I hereby certify that my company, its employees, and its principals, had no involvement in performing a feasibility study of the implementation of the subject Contract, in the drafting of this solicitation document, or in developing the subject program. Further, my company, its employees, and principals, engaged in no collusion in the development of the instant Bid, proposal or reply. This Bid, proposal or reply is made in good faith and there has been no violation of the provisions of Chapter 287, Florida Statutes, the Administrative Code Rules promulgated pursuant thereto, or any procurement policy of the Department of Legal Affairs, Office of the Attorney General. I certify I have full authority to legally bind the Provider, Respondent, or Vendor to the provisions of this Bid, proposal or reply.

_____ Signature of Authorized Representative*	_____ Date
_____ Title	_____ OAG ITB 2020.05 Solicitation Number

*An authorized representative is an officer of the Respondent’s organization who has legal authority to bind the organization to the provisions of the Bids. This usually is the President, Chairman of the Board, or owner of the entity. A document establishing delegated authority must be included with the Bid if signed by other than the President, Chairman or owner.

ATTACHMENT E
FLORIDA DEPARTMENT OF LEGAL AFFAIRS
OFFICE OF THE ATTORNEY GENERAL
DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Section §287.087, Florida Statutes. Preference to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program will be given preference in the award process. In order to have a drug-free workplace program, a business will:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five calendar days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Signature

Date

Printed Name

Company Name

ATTACHMENT G

PRIOR SHIPPING LOCATION SPREADSHEETS

ITB DLA 2020.05 CONSUMER GUIDE TO THE FLORIDA LEMON LAW

These spreadsheets are provided as examples of the locations to which the Guides may be shipped. The actual number of Guides to be shipped per location, as well as the particular shipping locations, will be included as an attachment to each Lemon Law Consumer Guides Request Form issued under the Contract.

These spreadsheets are to be used for planning purposes only and not as a guarantee or indication of either the actual number of Guides to be shipped or an exhaustive list of the locations where the Guides will be shipped for an individual Lemon Law Consumer Guides Request Form issued under the Contract.

January 2020

Manufacturer	Shipping Contact Last Name	Shipping Contact First Name	Address1	Address2	Shipping contact Phone#	Shipping Quantity
Automobili Lamborghini of America	Dickston	Molly	2003 Edmund Halley Dr. 1636 Hendersonville Rd., Suite 160	Reston, VA 20191	703-826-7515	695
Bentley Motors	Lunsford	Bryan	1400 Highway 101 South	Asheville, NC 28803	828-458-6132	340
BMW Manufacturing Company, LLC	Rouprich	Randall	423 N. Main Street, Building 10	Greer, SC 29651	864-802-5999	20,000
Coachmen RV	Hums	Katie	350 Victor St.	Middlebury, IN 46540	574-825-8315	1,000
Dialog Direct	Pattman	Randall	250 Sylvan Ave.	Highland Park, MI 48203	313-957-5578	20,000
Ferrari North America	Giacometti	Federica	10300 Boggy Creek Rd.	Englewood Cliffs, NJ 07632	201-816-2669	500
Fiat Chrysler Automobiles	Lauer	Dylan	ACS, 6703 Haggerty Road, Suite B	Orlando, FL 32824	407-826-7048	49,200
General Motors, LLC	SKU:DLA-LL-011_0513	Ben Romero	903 South Main Street	Belleville, MI 48111	734-787-8796	40,000
Jayco, Inc.	Izbicki	James	Budco - The Dialog Company, 350 Victor St.	Middlebury, IN 46540	574-825-0634	750
Mazda North American Operations	Mazda 502257	Sonja McGill	355 Delaware St.	Highland, MI 48203	313-957-5242	16,000
Newmar Corporation	Coppens	Theresa	1 Porsche Dr.	Nappanee, IN 46550	574-773-7791	600
Porsche Cars North America	Mahdi	Ameera	6591 W. Highway 13	Atlanta, GA 30354	770-290-3044	5,000
Rolix Vans	Poole	Lisa	JM Family Enterprises, 201 Jim Moran Blvd., Maildrop JMCDF066	Savage, MN 55378	800-956-6668	50
Southeast Toyota Distributors	Hirschy	Myron	79 Newton Ave.	Deerfield Beach, FL 33442	954-363-5618	275,100
Subaru of America	DiPiero	Cathy	701 CR 15, Building 752	Camden, NJ 08103	609-528-5042	10,692
Thor Motor Coach, Inc.	Farmer	Kelly	MDC Fulfillment, MDC-0021897000FL, 450 W. Apra St.	Elkhart, IN 46516	574-389-4525	500
Toyota Motor Sales, USA, Inc.	Garcia	Adolfo	RR Donnelly, 3801 Gantz Road	Compton, CA 90220	310-761-9400	5,000
Volkswagen Group of America, Inc.	Job# CL-13887-0001	LLALLFLBOOKLET	605 West Crystal Lake Road	Grove City, OH 43123	614-539-5527 Michelle Findle-Hayes	20,000
Winnebago Industries, Inc.	Riche	Brenda		Forest City, IA 50436	641-585-6715	1,000
				TOTAL		466,427

\$79,292.59

July 2018

Manufacturer	Shipping Contact Last Name	Shipping Contact First Name	Address1	Address2	Shipping contact Phone#	Shipping Quantity
Airstream, Inc.	Fisher	Rhonda	420 W. Pike Street	Jackson Center, OH 45334	937-596-6111	250
American Honda Motor Co., Inc.	C. Zanolli	Helm Receiving ASN#HON4218	Helm, Inc., 38150 Plymouth Rd.	Livonia, MI 48150	949-330-7152	55,000
Bentley Motors, Inc.	Anderson	Alicia	Bentley Motors, c/o Agero, 1401 S. Pantano Rd.	Tuscon, AZ 85710	800-777-6923	175
Coach House Inc.	Brooks	Debbie	3480 Technology Dr.	Nokomis, FL 34275	941-485-0984	50
Coachmen RV	Hums	Katie	423 N. Main Street, Building 10	Middlebury, IN 46540	574-825-8315	750
Dialog Direct	Pattman	Randall	350 Victor St.	Highland Park, MI 48203	313-957-5578	20,000
Fiat Chrysler Automobiles	Brubaker	Dwight	10300 Boggy Creek Rd.	Orlando, FL 32824	407-826-7043	48,000
Ferrari	Wilson	Jeffrey B.	250 Sylvan Ave.	Englewood Cliffs, NJ 07632	201-816-2650	500
General Motors, LLC	SKU:DLA-LL-011_0513	W. Quillin	ACS, 6703 Haggerty Road, Suite	Belleville, MI 48111	734-713-3148	30,000
Jayco, Inc.	Newcomer	Craig	903 South Main Street	Middlebury, IN 4650	574-825-0539	400
Mazda North American Operati	Mazda502257	Budco - The Dialog Company	350 Victor Street	Highland Park, MI 48203	313-957-5134 Kim Johnson	14,700
Mercedes Benz	Michael	Jeremy	Mercedes Benz - Brunswick VPS, 101 Jolnter Creek Rd.	Brunswick, GA	912-279-4012	3,000
Newmar Corporation	Coppens	Theresa	355 Delaware St.	Nappanee, IN 46550	574-773-7791	400
Porsche Cars North America	Geiger	Kathryn	One Porsche Drive	Atlanta, GA 30354	770-290-3573	5,000
REV Recreation Group	Smith	Becky	1031 US 224 East	Decatur, IN 46733	260-728-3087	900
Rollx Vans	Poole	Lisa	6591 W. Highway 13	Savage, MN 55378	800-956-6668	50
Subaru of America	DiPiero	Cathy	3 Executive Campus, Suite 170	Cherry Hill, NJ 08002	609-528-5042	13,306
Southeast Toyota	Burrus	Ethel	1751 Talleyrand Ave.	Jacksonville, FL 32206	904-358-4443	36,000
Toyota Motor Sales, USA, Inc.	Garcia	Adolfo	MDC Fulfillment, Toyota Material Distribution, 450 W. Apra St.	Compton, CA 90220	310-761-9400	10,000
Southeast Toyota Distributors	Hirschy	Myron	JM Family Enterprises, 201 Jim Moran Blvd., JMCDF066	Deerfield Beach, FL 33442	954-363-5618	246,456
Triple E RV	Wolfe	Wanda	2421 S Nappanee St.	Elkhart, IN 46517	877-992-9906	100
Volkswagen Group of America	Receiving-CL-00526, Job# CL-00526-0001	LLALLFLBOOKLET	RR Donnelly, 3801 Gantz Road	Grove City, OH 43123	614-539-5527 Michelle Findle-Hayes	19,000
Volvo Cars of North America, L	Wittke	Chris	Ken Cook Co, W136 N4829 Campbell Dr.	Menomonee Falls, WI 5305	262-781-5822	15,000
					TOTAL	519,037

July 2019

Manufacturer	Shipping Contact Last Name	Shipping Contact First Name	Address1	Address2	Shipping contact Phone#	Shipping Quantity
BMW of North America	Hollingsworth	Daniel	106 Joe Frank Harris Blvd.	Brunswick, GA 31523	912-267-8509	20,000
Coach House Inc.	Brooks	Debbie	3480 Technology Dr.	Nokomis, FL 34275	941-485-0984	50
Coachmen RV	Hums	Katie	423 N. Main Street, Building 10	Middlebury, IN 46540	574-825-8315	750
Dialog Direct, Ford Dealer Estore	Pattman	Randall	350 Victor St.	Highland Park, MI 48203	313-957-5578	25,000
Dynamax Division of Forest River, Inc.	Koch	Lynne	2745 Northland Dr.	Elkhart, IN 46514	55217	100
Ferrari North America	Giacometti	Federica	250 Sylvan Ave.	Englewood Cliffs, NJ 07632	201-816-2669	500
Fiat Chrysler Automobiles	Garcia	Jose	10300 Boggy Creek Rd.	Orlando, FL 32824	407-826-7048	48,000
General Motors, LLC	SKU:DLA-LL-011_0513	Andrew Bacheller	ACS, 6703 Haggerty Road, Suite	Belleville, MI 48111	734-740-2922	40,000
Jaguar Land Rover North America, LLC	Romero	Maria	100 Jaguar Land Rover Way	Mahwah, NJ 07495	201-818-8107	16,500
Jayco, Inc.	Izbicki	James	903 South Main Street	Middlebury, IN 4650	574-825-0634	750
Newmar Corporation	Coppens	Theresa	355 Delaware St.	Nappanee, IN 46550	574-773-7791	1,000
Pleasure Way Industries	Ruiz	Alicia	302 Portage Ave.	Canada	306-934-6578	200
REV Recreation Group	Smith	Becky	1031 US 224 E	Decatur, IN 46733	260-728-3087	300
Rollx Vans	Poole	Lisa	6591 W. Highway 13	Savage, MN 55378	800-956-6668	50
Subaru of America	DiPiero	Cathy	79 Newton Ave.	Camden, NJ 08103	609-528-5042	14,345
Volkswagen Group of America, Inc.	Job# CL-13124-0001	LLALLFLBOOKLET	RR Donnelly, 3801 Gantz Road	Grove City, OH 43123	614-539-5527 Michelle Findle-Hayes	20,000
					TOTAL	187,545

ATTACHMENT H SAMPLE CONTRACT

By submission of a Bid, Respondent accepts the below terms of this sample contract without option for negotiation, unless otherwise specified.

This Contract is between the STATE OF FLORIDA, OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL AFFAIRS (OAG), an agency of the state of Florida with offices at The Capitol, PL-01, Tallahassee, Florida 32399-1050, and [insert contractor's name], [address] (Contractor).

The Contractor responded to the OAG's DLA 2020.05 ITB, Consumer Guide to the Florida Lemon Law (the ITB). The parties enter into this Contract in accordance with the terms and conditions of the solicitation. **The terms are non-negotiable unless it is specifically indicated herein that they are subject to change during the solicitation.**

The parties agree as follows:

1. SCOPE OF WORK

The Contractor will perform the services explained in detail in Attachment A to this Contract, hereby incorporated by reference, Attachment A reflects the SCOPE OF WORK, Section 2.2 of the ITB, and Contractor's BID thereto. The General Contract Terms from PUR 1000 apply and are hereby incorporated by reference. This Contract takes precedent if there is any conflict between the terms of PUR 1000 and this contract.

2. DEFINITIONS

The following definitions apply in addition to the definitions in PUR 1000.

Business Day	Any day between Monday through Friday, inclusive, except for state holidays observed by the OAG or any day state offices are officially closed.
Calendar Day	Any day, including weekends and holiday
State	State will be synonymous with the State of Florida and its various agencies and other governmental subdivisions.
Subcontractor	Any firm or person other than an employee of a Respondent who performs any services required by the Contract for compensation, upon OAG approval
Vendor Bid System (VBS)	The system which allows all State Agencies to advertise solicitations on MyFlorida.com, hosted by the Department of Management Services. It also permits registered Vendors to receive automatic email notification of solicitation

	advertisements, addendums to solicitation, and exceptional purchases. The state of Florida's internet-based vendor information system at: http://vbs.dms.state.fl.us/vbs/main menu
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3. TERM

3.1 Initial Term

The initial term of the Contract will be for two years. The initial Contract term will begin on September 18, 2020 (anticipated), or on the last date it is signed by all parties, whichever is later.

3.2 Renewal Term

This contract may be renewed on a yearly basis for no more than three years beyond the initial contract or for the original term of the contract, whichever is longer, and is subject to the same terms and conditions set forth in the initial contract. Renewals must be in writing, made by mutual agreement, and will be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the OAG and will be subject to the availability of funds.

3.3 Termination

The following terms apply in addition to the termination provisions in PUR 1000 sections 22 and 23.

In the event this Contract is terminated, all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for the Contractor under this Contract will be made available to and for the use of the OAG.

Notwithstanding the above, the Contractor will not be relieved of liability to the OAG for damages sustained by the OAG by any termination of this Contract by the Contractor. In the event this Contract is terminated, the Contractor will be reimbursed for services satisfactorily completed subject to any such damages.

4. COMPENSATION

4.1 Payment

This is a fixed price, fixed fee and unit cost contract. The OAG will pay the Contractor based on the amounts agreed to in the BID, Attachment B, Price/Rate Sheet submitted,

which will be incorporated in the Contract by reference. The total contract amount is \$XXXXXX and the amounts, the unit of service a fixed fee per Guide.

4.2 Invoices

The Contractor must submit a properly completed invoice to the Contract Manager within 30 calendar days from shipment of processed order. Invoices will be submitted in the format specified by the OAG.

4.3 Bills for Travel

Bills for travel expenses are not permitted under the terms of this contract, unless otherwise specified in the solicitation document.

4.4 Final Invoice

Unless renewed or extended, the final invoice must be received within 30 calendar days immediately following contract expiration.

4.5 Appropriations

The state of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

4.6 Corrective Action Plan (CAP)

Using this Contract as the basis, the OAG, at its sole discretion, is authorized to identify contracted deficiencies within the Contractor's performance and request a proposed Corrective Action Plan (CAP) to correct the deficiencies.

4.7 Deliverables, Tasks, Performance Measures and Financial Consequences

Pursuant to section 287.058, this Contract must be divided into "quantifiable, measurable, and verifiable units of deliverables that must be received and accepted in writing by the contract manager before payment. Each deliverable must be directly related to the scope of work," which will clearly establish the tasks that are required to be performed.

The contract also must contain performance measures which specify the required minimum level of acceptable service to be performed and financial consequences that

will apply if the Contractor fails to perform in accordance with the stated performance measures. The performance measures and financial consequences are based on deliverables, and the tasks that made up the deliverables. Financial consequences will be a stated reduction for failure to meet the required performance measure, which will be assessed on invoiced amounts.

The Deliverables, Tasks, Performance Measures and Financial Consequences specific to this contract are set forth in Attachment A.

5. INDEMNIFICATION

This provision takes precedence over General Condition #19 in PUR 1000. General Condition #20, Limitation of Liability in PUR 1000 is specifically rejected.

5.1 Contractor is liable for and will indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by Contractor, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.

5.2 Contractor's inability to evaluate liability or its evaluation of no liability will not excuse Contractor's duty to defend and indemnify the OAG within seven calendar days after certified mail or courier delivery notice from the OAG. Only adjudication or judgment after highest appeal is exhausted specifically finding Contractor not liable will excuse performance of this provision. Contractor will pay all costs and fees related to this obligation and its enforcement by the OAG. The OAG's failure to notify Contractor of a claim will not release Contractor of the above duty to indemnify. **NOTE: This section 5, Indemnification, is not applicable to contracts executed between state agencies or subdivisions, as defined in section 768.28, Florida Statutes.**

6. CONTRACT DOCUMENT

This Contract constitutes the entire understanding of the parties and consists of the documents listed. In the event there is a conflict between these documents, the conflict will be resolved in the following order of priority:

- a. This Contract
- b. Scope of Work – Attachment A
- c. Price/Rate Sheet – Attachment B
- d. ITB – RESPONSE
- e. General Contract Conditions – PUR 1000 (10/06), which are incorporated by reference, and available at:
<http://www.dms.myflorida.com/content/download/2933/11777/version/6/file/1000.pdf>

7. CONTRACT ADMINISTRATION

7.1 Contract Administrator

The OAG’s Contract Administrator is responsible for all aspects of contract administration including but not limited to: creation and maintenance of the contract file, managing changes to the contract, maintaining financial information, and entering contract information into the OAG’s contract tracking system (CTRS). As of the effective date of the Contract, the Contract Administrator is:

Insert Name

Bureau of General Services

Office of Administrative Services

Florida Department of Legal Affairs

Physical Address: 107 W. Gaines Street, Tallahassee, Florida 32301

Mailing Address: PL-01, The Capitol, Tallahassee, Florida 32399-1050

Phone: enter number

Email: enter email

In the event the OAG changes the Contract Administrator, the OAG will notify the Contractor’s Representative in writing. Such changes do not require a formal written amendment to the Contract.

7.2 Contract Manager

The OAG’s Contract Manager is responsible for all aspects of contract management including but not limited to: managing the receipt, certification, and payment of commodities and contractual services; monitoring and evaluating contractor performance and end user satisfaction; serving as the point of contact for the OAG and contractor; and maintaining a contract management file. As of the effective date of the Contract, the Contract Manager is:

NAME/TITLE

Physical Address: 107 West Gaines Street, Tallahassee, Florida 32301

Mailing Address: PL-01, The Capitol, Tallahassee, Florida 32399-1050

Phone: enter number

Email: enter email

In the event the OAG changes the Contract Manager, the OAG will notify the Contractor's Representative in writing. Such changes do not require a formal written amendment to the Contract.

7.3 Contractor's Representative

The Contractor will assume sole responsibility for providing the commodities and services offered in its Response, whether or not the Contractor is the Contractor of said commodities and services or any component thereof. The OAG will consider the Contractor's Representative to be the sole point of contact with regard to contractual matters. As of the effective date of the Contract, the Contractor's Representative is:

Insert Name

Insert Title

Address:

Phone:

Email:

In the event the Contractor changes the Contractor's Representative, the Contractor will notify the OAG's Contract Administrator and Contract Manager in writing. Such changes do not require a formal written amendment to the Contract.

8. CONTRACT CHANGES

8.1 Changes to the Services

8.1.1 The OAG and the Contractor will follow the Project's change management process specified below unless or until further supplemented in the PMP (collectively "Change Process"). If the Contractor or the OAG initiates a change, the Contractor will, without undue delay, examine and identify to the OAG the implications of the requested change on Deliverables including scope, schedule, and pricing and furnish a proposed Contract Amendment, if applicable. The OAG will review the proposed change to examine the implications of the requested

change. The OAG may accept the Contractor's proposal for change, reject it, or reach another agreement with the Contractor. If the Contractor proposes functional equivalents or substitutions, the OAG will determine in its sole discretion whether the modified solution is acceptable as an equivalent. Substitutions will meet or exceed the applicable requirements set forth in the Contract unless otherwise agreed to by the Parties in writing.

8.1.2 If the Contractor believes the OAG's requested change should not be implemented, the Contractor will make a recommendation to the OAG Contract Manager in writing but will nevertheless follow the Change Process and carry out the change as directed by the OAG.

8.2 Amendment and Change to Scheduling

The Contractor will not begin performing services pursuant to a change before receiving the OAG's written approval of the change or a Contract Amendment has been executed. If the Contractor begins such services prior to the approval of the change or the execution of the Contract Amendment, such activities will be considered to be performed gratuitously by the Contractor, and the Contractor will not have any right thereafter to assert any claim for additional compensation or time for the performance of such activities. Any Contract Amendment resulting from a Change Process under this Contract will list (or indicate by reference to the appropriate Contract Attachment) the prices for all services, equipment, and commodities to be provided thereunder. The most recent Contract Amendment will take precedence over other conflicting provisions of this Contract and any previous Contract Amendments.

9. COMPLIANCE WITH LAWS

9.1 Governing Law

This Contract will be construed, performed, and enforced in accordance with the laws and rules of the state of Florida. If any term or provision of the Contract is found to be illegal or unenforceable such term or provision will be deemed stricken and the remainder of the Contract will remain in full force and effect. Any, and all litigation arising under this Contract will be instituted in the appropriate court in Leon County, Florida.

9.2 Compliance

The Contractor will comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. Violation of any laws, rules, codes, ordinances, or licensing requirements will be grounds for Contract termination or nonrenewal of the Contract.

9.3 License and Permits

The Contractor is responsible for obtaining all necessary license and permits required to perform the services specified in this contract and will bear all costs related to any licenses or permits.

9.4 Notice of Legal Actions

The Contractor will notify the OAG of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within 30 calendar days of the action being filed. The Contractor will notify the OAG of any legal actions filed against it for a breach of a contract of similar size and scope to this Contract within 30 calendar days of the action being filed. Failure to notify the OAG of a legal action within 30 calendar days of the action will be grounds for termination or nonrenewal of the Contract.

9.5 Public Entity Crime and Discriminatory Vendors

Pursuant to sections 287.133 and 287.134, Florida Statutes, the following restrictions apply to the persons placed on the convicted vendor list or the discriminatory vendor list.

9.5.1 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 response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a

period of 36 months following the date of being placed on the convicted vendor list.

9.5.2 Discriminatory Vendors

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response 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 so long as that entity's name appears on the discriminatory vendor list.

The Contractor will notify the OAG 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.

10. LIABILITY AND WORKER'S COMPENSATION INSURANCE

This provision replaces General Contract Condition # 35, of PUR 1000

Upon execution of this contract, unless Contractor is a state agency or subdivision as defined in section 768.28, Florida Statutes, Contractor accepts full responsibility for identifying and determining the type and extent of liability insurance necessary to provide reasonable financial protections for Contractor. The limits of coverage under each policy maintained by Contractor do not limit Contractor's liability and obligations under this contract. Upon the execution of this contract, Contractor must furnish the OAG written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the state of Florida. The OAG reserves the right to require additional insurance as specified in Attachment A (Scope of Work).

The Contract will not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. All insurance policies will be through insurers authorized to write policies in Florida.

11. PUBLIC RECORDS

11.1 Public Records Requests

Pursuant to section 119.0701, Florida Statutes, the Contractor will comply with public records laws, and specifically will:

- 11.1.1** Keep and maintain public records required by the OAG to perform all services required by this Contract.
- 11.1.2** Upon receiving a request from the OAG's Custodian of Public Records, the Contractor will provide the OAG with a copy of the requested records, at no cost to the OAG, or allow the records to be inspected or copied by the member of the public making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 11.1.3** Ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this Contract, those records that are exempt or confidential and exempt from public records disclosure requirements by operation of section 119.071, Florida Statutes or Chapter 119, Florida Statutes, 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 records to the OAG.
- 11.1.4** Upon completion of this Contract, the Contractor will keep and maintain public records required by the OAG to perform the services to be provided in the scope of this Contract, or electronically transfer in a file format compatible with the information technology systems of the OAG, at no cost to the OAG, all public records in possession of the Contractor. If the Contractor transfers all public records to the OAG upon completion of the Contract, the Contractor will destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure.
- 11.1.5** If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor will meet all applicable requirements for retaining public records, consistent with the state of Florida's records retention schedule. All public records stored electronically must be provided to the OAG, upon request of its Custodian of Public Records, at no cost to the OAG, in a format compatible with the information technology systems of the OAG.

11.2 Failure to Comply with Public Records Law

Failure to comply with the OAG's request for records constitutes grounds for unilateral cancellation of this Contract by the OAG at any time. Further, any Contractor who fails to provide the public records to the OAG within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. exempt or confidential and exempt from public records disclosure requirements.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THEN THE CONTRACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 414-3634, publicrecordsrequest@myfloridalegal.com OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.

11.3 Indemnification

Contractor will protect, defend, and indemnify the OAG for all claims arising from or relating to Contractor's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Contractor fails to submit a redacted copy of information it claims is Confidential, the OAG is authorized to produce the entire documents, data, or records submitted to the OAG in answer to a public records request or other lawful request for these records.

11.4 Confidential Information in Possession of Contractor

During the Contract, the Contractor may have access to information that is confidential, exempt, or otherwise protected information. The Contractor must comply with the **Scope of Work, Attachment A**. Maintaining confidentiality and security of information which is in possession of the Contractor pursuant to this Contract is a material provision of this Contract. Failure to maintain the confidentiality and security required by the **Scope of Work, Attachment A** will result in termination of this contract for cause.

12. INTELLECTUAL PROPERTY

All patents, copyrights, and trademarks arising, developed, or created in the course of, or as a result of the Contract are the property of the OAG and nothing resulting from Contractor's

services or provided by the OAG to the Contractor may be reproduced, distributed, licensed, sold or otherwise transferred without the prior written permission of the OAG. **This paragraph does not apply to the OAG's purchase of a license for Contractor's intellectual property or if otherwise specified in the Statement of Work.**

13. DATA MANAGEMENT

The OAG will have the right to establish backup security for any State Data and to keep backup copies of State Data in its possession if it chooses. At the OAG's contract manager or designee request, the Contractor will provide the OAG with downloads of State Data to enable the OAG to maintain such backup copies.

13.1 Ownership and User Rights

The State is and will remain the owner of all State Data made available by the State to the Contractor or its agents, Subcontractors, or representatives pursuant to this Contract, and all modifications to State Data, (even if made by the Contractor or a Subcontractor), regardless of whether the Contractor or the OAG is in possession or control of the State Data. The Contractor and its Subcontractors will not use the State Data for any purpose other than providing the Services, nor will any part of the State Data be disclosed, sold, assigned, leased, or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor or any Subcontractor. The Contractor and its Subcontractors will not possess or assert any lien or other right against State Data.

13.2 Hardware and Equipment

Except as this Contract expressly provides otherwise, as between the State and the Contractor (or its Subcontractor), the Party that furnishes hardware or equipment for its or the other Party's use during performance of the Project will be and remain the owner (or lessor, where applicable) of the hardware or equipment furnished by it.

13.3 Rights in Deliverables and Work Products

Deliverables and Work Products prepared by the Contractor and its Subcontractors may consist of or contain any (or any combination) of the following: (i) Background Intellectual Property (IP), including Commercial Off the Shelf (COTS) software, templates, frameworks, and other materials) owned by the State, the Contractor, a Subcontractor, or a third-party licensor; (ii) Custom IP developed during performance

of the Contract specially for (or by) the State; and (iii) customizations or add-ons to, or derivative works of, a Party's Background IP. Regardless of who creates or participates in the creation of the foregoing, ownership of and use rights in them will be as set out in the remainder of this Section 13.3, consistent with the requirements of section 287.0571(5)(k), Florida Statutes., which provides that any copyrightable or patentable Intellectual Property produced as a result of work or services performed under the Contract, or in any way connected with the Contract, will be the property of the State, with only such exceptions as are clearly expressed and reasonably valued in the Contract. In the case of any Solution component, Deliverable, or Work Product for which the OAG enters into a signed License with the owner or licensor thereof, such License's terms will supersede those set forth herein that would otherwise apply.

14. E-VERIFY EMPLOYEMENT ELIGIBILITY VERIFICATION

Pursuant to the Office of the Governor Executive Order Number 11-116, Contractors will utilize the U.S. OAG of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the Contractor during the contract term and include in any subcontracts an express requirement that subcontractors performing work or providing services pursuant to the State.

The Contractor will utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

The OAG may request documentation of compliance with this provision at any time during the Agreement term.

15. GEOGRAPHIC LOCATION OF DATA SERVICES

The state of Florida requires that all data generated, used, or stored by the Contractor pursuant to the Contract will reside and remain in the United States and will not be transferred outside of the United States. The state of Florida also requires that all services provided under the Contract, including call center or other help services, will be performed by persons located in the United States.

16. RECORDS RETENTION

The Contractor will retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in

relation to this the Contract. Contractor will retain all documents related to this Contract in compliance with the rules of the Florida OAG of State.

17. GIFTS

The Contractor agrees that it will not offer to give or give any gift to any state of Florida employee. This Contractor will ensure that its subcontractors, if any, will comply with this provision.

18. VENDOR OMBUDSMAN

A Vendor Ombudsman has been established within the OAG of Financial Services. The duties of this office are found in section 215.422, Florida Statutes, which include disseminating information relative to prompt payment and assisting vendors in receiving their payments in a timely manner from the OAG. The Vendor Ombudsman may be contacted at (850) 413-3431.

19. MONITORING BY THE OAG

The Contractor will permit all persons who are duly authorized by the OAG to inspect and copy any records, papers, documents, facilities, goods, and services of the Contractor that are relevant to this Contract, and to interview clients, employees, and subcontractor employees of the Contractor to assure the OAG of satisfactory performance of the terms and conditions of this Contract. Following such review, the OAG will deliver to the Contractor a written report of its finding, and may direct the development, by the Contractor, of a corrective action plan. This provision will not limit the OAG's termination rights.

20. AUDITS

The OAG may conduct or have conducted performance and compliance audits of all areas of the Contractor and any subcontractors as determined by the OAG. The OAG may conduct an audit and review all the Contractor's and any subcontractors' data and records that directly relate to the Contract services. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, pertaining to this Contract, may be inspected by the OAG upon five business days' notice, during normal working hours. Release statements from its subcontractors, partners or agents are not required for the OAG or its designee to conduct compliance and performance audits on any of the Contractor's

contracts relating to this Contract. The State's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

21. PREFERRED PRICE AFFIDAVIT OR PROOF OF SERVICE FORM REQUIREMENT

During the contract term, if the OAG becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a service outside the contract, but upon the same or similar terms of the contract, then at the discretion of the OAG the price under the contract will be immediately reduced to the lower price, per Section 4(b) of PUR 1000, (10/06), Florida Administrative Code Rule 60A-1.002., State Purchasing Forms. The Contractor will submit to the OAG from an authorized representative, at least annually, attesting that the Contractor is in compliance with the Best Pricing Offer provision.

22. INDEPENDENT CAPACITY OF THE CONTRACTOR

The Contractor is an independent contractor and is solely liable for the performance of all tasks and deliverables contemplated by this contract. Except where the Contractor is a state agency, the Contractor, its officers, agents, employees, subcontractors, or assignees, in performance of this Contract, will act in the capacity of an independent contractor and not as an officer, employee, or agent of the state of Florida. Contractor will not represent to others that it has the authority to bind the OAG unless specifically authorized to do so.

Except where Contractors a state agency, Contractor, its officers, agents, employees, subcontractors, or assignees are not entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.

Contractor will take such actions as may be necessary to ensure that each subcontractor of Contractor understand they are independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the state of Florida.

Unless justified by Contractor and agreed to by the OAG in this Contract, the OAG will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to Contractor, or its subcontractor or assignee.

All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for Contractor, Contractor's

officers, employees, agents, subcontractors, or assignees will be the responsibility of the Contractor.

23. PRESERVATION OF REMEDIES

No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Contract, will impair any such right, power or remedy of either party; nor will delay or omission be construed as a waiver of any such breach or default, or any similar breach of default thereafter.

24. UNAUTHORIZED EMPLOYMENT

The employment of unauthorized aliens by a Contractor is considered a violation of Section 274A of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of the agreement.

25. HIPAA COMPLIANCE

The Contractor must meet all federal and state regulations regarding standards for privacy and individually identifiable health information as identified in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and Florida Statutes.

HIPAA requires, among other things, that the confidentiality of Personal Health Information (PHI) is ensured. This includes physical and logical security of data, encryption of data in transit, proper disposal and destruction of data on any media (electronic or hardcopy), and release of data only to authorized recipients.

26. DELEGATION OF OBLIGATIONS UNDER THE CONTRACT

27.1 Subcontractors

The Contractor may use subcontractors for the provision of services specified under this contract with the prior written approval of the OAG. The Contractor will be responsible for its subcontractors' work under the contract, including consequences which result from the subcontractor's non-performance. Nothing in this Contract grants any rights or remedies to any person other than the Contractor and OAG. Nothing in this contract creates a third-party beneficiary relationship between the OAG and any subcontractors or employees of the Contractor.

26.2 Assignment

The Contractor will not sell, assign or transfer any of its rights, duties or obligations under the Purchase Order without the prior written consent of the OAG. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract, unless the OAG expressly waives such secondary liability. The OAG may assign the Contract with prior written notice to Contractor.

27. DIVERSITY AND DIVERSITY REPORTING

28.1 Diversity

It is the policy of the state of Florida that minority business enterprises, women-owned business enterprises, and service-disabled veteran business enterprises (as those terms are defined in Florida Statutes), have the maximum practicable opportunity to participate in performing contracts let by any state agency. The Contractor will emulate this policy to the fullest extent possible, consistent with ensuring its efficient contract performance, by reasonably considering such business enterprises as subcontractors for the services rendered under this contract. Contractor will comply with all controlling applicable law respecting the participation of such business enterprises in the provision of the services and to reasonably cooperate in any studies or surveys as may be conducted by the State to determine the extent of the Contractor's compliance with this section.

27.2 Diversity Reporting

Upon request, the Contractor will report to the OAG, spending with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this Contract.

28. SECURITY

High Confidentiality: preserving authorized restrictions on information access and disclosure, including means for protecting personal privacy and proprietary information.

High Integrity: guarding against improper information modification or destruction and includes ensuring information non-repudiation and authenticity.

Medium Availability: ensuring timely and reliable access to and use of information with minimal downtime during normal business hours.

Maintaining security is a material portion of this Contract and failure to maintain these standards may result in the consequences for non-performance described in Section 4.8 of the contract, including, but not limited to indemnification of the state from any liability caused by the breach.

29. BACKGROUND SCREENING REQUIREMENTS

30.1 Definitions

“Person” or “Persons” means any Contractor employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees, or other persons, operating under the direction of the Contractor with access to State data, or who enter the premises and facilities of OAG, or both.

“Access” means to approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any resources of a computer, computer system, or computer network. “Data” means a representation of information, knowledge, facts, concepts, computer software, computer programs, or instructions, whether said information is confidential information or personal information. Data may be in any form, including but not limited to, in storage media, stored in the memory of the computer, in transit or presented on a display device, or a hard copy.

The Contractor will ensure the background screening required below is conducted on all persons directly entering any OAG facility and performing services under the Contract whether or not the person has access to State data, as well as those persons who are not performing services under the Contract but have access, including indirect access, to State data.

29.2 Background Screening Required

The Contractor will not allow any Person to provide services under this contract, have access to any State data, or enter any facility of the OAG until that person has been cleared by the OAG under the standards and procedures provided below:

29.2.1 The Contractor will ensure that each person will be screened as a prior condition for performing services, having access to State data, or entering the facilities.

29.2.2 A Level 2 background screening will be required for all persons performing these services and will be arranged by the Contractor and all necessary personal identifying information provided by the Contractor and/or such persons at least 10 calendar days in advance of the desired initial date of access prior to persons performing project services being allowed access to any OAG office.

29.2.3 A Level 2 background screening will be conducted, reviewed and cleared through the OAG's designee pursuant to personal identifying information provided by the Contractor and/or the person who is the subject of the screening.

29.2.4 OAG IT staff members must be in the immediate area of any OAG facilities where Contractor personnel are performing project services if any of those personnel do not have an approved OAG Level 2 background screening and have not completed the CJIS Awareness Training.

29.2.5 CJIS Security Awareness Training Requirements

CJIS Awareness Training must be successfully completed by all Contractor personnel prior to being allowed to access OAG data. The OAG will provide instructions for the training to the Contractor and each individual employed under the Contract resulting from this ITN.

29.2.6 Duty to Provide Secure Data

The Contractor will maintain the security of data. This includes, but is not limited to, a secure area around any display of such data or data that is otherwise visible. The Contractor will also comply with all other State and Federal rules and regulations regarding security of information.

29.3 OAG's Ability to Audit Screening Compliance and Inspect Locations

The OAG will have the right to inspect the Contractor's work area and location upon two business days prior written notice to the Contractor to ensure that access to the

State data is secure and in compliance with the Contract and all applicable State and Federal rules and regulations.

29.4 Security Breach

If a breach of security occurs due to Contractor negligence or misconduct which allows unauthorized access or exposure of State data, the Contractor agrees to defend, indemnify, and hold harmless the OAG, the State, its officers, directors and employees for any claims, suits or proceedings. In addition, the Contractor will:

29.4.1 Include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this provision for a two-year period of time following the breach.

29.4.2 Be responsible for any and all damages to the OAG and any third party who is affected by a breach of this warranty to protect the State data.