

State of Florida
Department of Financial Services

Request for Proposals (RFP)
Number: DFS AA RFP 1718-03

License Examination Development, Examination Administration, and Fingerprinting 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		✓	
H	Authorization Transfer File		✓	
I	Score Card		✓	

SECTION 1.0 INTRODUCTION

1.1 PURPOSE

The Florida Department of Financial Services (Department) is issuing this Request for Proposals (RFP) to establish a contract for license examination development, examination administration, and fingerprinting services. The solicitation will be administered through the Vendor Bid System (VBS). Respondents interested in submitting a 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 licensure examinations and fingerprinting 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, or to make no award, as determined to be in the best interest of the State, as defined below.

1.3 BACKGROUND

The Department is interested in obtaining competitive sealed bids from qualified vendors (“Respondent”) for the purpose of the development and administration of insurance license examinations, Live Scan fingerprinting services, and other services related to the licensing process. As a part of determining eligibility for licensure, examinations are given to prospective licensees to ensure that only qualified individuals serve the citizens of Florida.

1.4 TERM

The initial term of the Contract, as defined below, will be five (5) years beginning on the date of execution. The Contract may be renewed in whole or in part for a period that will not exceed three years, or the length of the Contract, whichever is longer, in accordance with section 287.057, F.S. Renewal will be made at the renewal pricing specified in the Contractor’s Response.

1.5 DEFINITIONS

The “General Contract Conditions” Form PUR 1000 (PUR 1000) and “General Instructions to Respondents” Form PUR 1001 (PUR 1001), found in Rule 60A-1.002, Florida Administrative Code (F.A.C.), are hereby incorporated by reference. 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.
- Calendar Days- means all days, including weekends and holidays, except that if the last day counted falls on a weekend or holiday, the due date shall be the first business day thereafter.
- 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.
- Contractor(s) - The Respondent(s) that will be awarded a Contract pursuant to this solicitation.
- Examination Administration Plan – a plan that indicates how the Contractor proposes to administer the examination for each program area.
- Examination Development Plan – a plan that indicates how the Contractor proposes to increase or decrease the size of each item question pool specified in each program area.
- Psychometric Team- means two or more psychometricians with advanced degrees in the science of measurement, which is the systematic use of tests to quantify psychophysical behavior, abilities and problems, and predictions of psychological performance.
- Response – the formal response to an RFP.
- Respondent – an entity that submits a Response to this RFP.
- State - The state of Florida.
- Vendor Bid System- and “VBS” refers to the State of Florida 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 the contract award is made. Violation of this provision may be grounds for rejecting a Response.

The Procurement Officer is:

Amy Jones
Contract Administrator,
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. 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 SOLICITATION 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 not hold a pre-Response conference for Respondents to ask questions informally.

2.1.1.2 Question and Answer Period

Respondents may submit written questions or requests for clarification regarding the terms, conditions, 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 the Timeline, Section 2.2 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 if made to the RFP, will be made through the VBS.

Each submission shall have the solicitation 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; however, Respondents are encouraged to submit their Responses no earlier than five days prior to the submission deadline. Respondents’ Responses must be submitted by the deadline listed in the Timeline below.

2.1.1.4 Public Opening

The Department will open the Responses in a public meeting at the date, time, and location noted in the 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 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. In order 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 will 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 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 his 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 the VBS. It is the responsibility of the Respondent to check the VBS on a regular basis for such updates.

Timeline	Event Time Eastern Time (ET)	Event Date
RFP posted on the VBS	N/A	09/5/2017
Deadline to submit questions to Procurement Officer.	5:00 p.m.	09/29/2017
Department's anticipated posting dated for answers to Respondents' questions on VBS.	5:00 p.m.	10/6/2017
Deadline to submit Responses and all required documents to the Department.	4:00 p.m.	10/13/2017
Response opening. Amy Jones, 200 E. Gaines Street, Tallahassee, FL, Larson Building	4:30 p.m.	10/13/2017
<u>Anticipated</u> date to post Notice of Intent to Award.	N/A	12/1/2017
<u>Anticipated</u> Contract start date.	N/A	2/28/2018

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. The Contract will consist of the Standard Contract, Attachment 1, Standard Terms and Conditions, Attachment 2, Statement of Work, the attached Addenda, relevant portions of the Response submitted by the awarded Respondent(s), and the Price Response submitted by the awarded Respondent(s). 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 shall 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., "Transparency Florida Act."

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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. 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 OF RESPONSES

The Respondent may modify a Response at any time prior to the due date by submitting a request 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. 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 ADMINISTRATIVE 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 resolve the deficiency. 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, the Respondent's offerings, capabilities, references, and the Respondent's past 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, 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 small, minority-, veteran-, and women-owned businesses. Participation of a diverse group of Respondents doing business with the State is central to the Department's effort. To this end, minority-, veteran-, women-owned, and small business enterprises are encouraged to participate in the State's procurement process as both prime contractors and subcontractors.

3 RESPONSE INSTRUCTIONS

3.1 INSTRUCTIONS TO RESPONDENTS

This section contains the General Instructions and Special Instructions to Respondents. The “General Instructions to Respondents” Form PUR 1001 is incorporated by reference and can be accessed at:

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

The following sections of the PUR 1001 are inapplicable:

Section 3. Electronic Submission of Responses

Responses shall be submitted in accordance with Section 3.4 of this solicitation.

Section 5. Questions

Questions shall be submitted in accordance with Section 2.1.1.2 of this solicitation.

The Special Instructions are in the sections below starting with Section 3.2. 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 shall prevail.

3.2 MYFLORIDAMARKETPLACE (MFMP) REGISTRATION

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

The awarded Respondent(s) will be required to pay the required transaction fees as specified in PUR 1000, section 14, unless an exemption has been requested and approved prior to the award of the contract pursuant to Rule 60A-1.032, 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 shall submit:

- One (1) original version of each volume of the Response.
 - The Respondent shall 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 exact legal name, and the RFP number.
- Four (4) copies of Volume One: Response Qualification Documents and Volume Two: Technical Response.
 - The Respondent shall 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, if applicable (see Section 3.9).
 - The Respondent should include a redacted copy of the original Response. The Respondent must label the cover and spine of the volumes “REDACTED Copy #____, Volume #____, Binder____ of ____,” and include the Respondent’s exact legal name, and the RFP number.

Respondents shall deliver the Responses in sealed packages to the Purchasing Office at 200 East Gaines Street, Larson Bldg., Room B24 – Office of Purchasing and Contractual Services, Tallahassee, Florida 32399-0317 by the deadline listed in the Timeline in Section 2.2. The Respondent shall clearly label the outside of the sealed packages with the solicitation number and company 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

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

Volume Two: Respondent’s Technical Response

- Narrative on experience and ability
- Respondent’s Proposed Solution

Volume Three: Price Response

- Attachment D, Price Response Form (Separately Sealed)

3.6 VOLUME ONE: RESPONSE QUALIFICATION DOCUMENTS

3.6.1 Mandatory Criteria Certification and Required Documentation

The Respondent shall submit a completed Mandatory Criteria Certification (Attachment C). 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 (Attachment C) in order to be considered for award. 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 RFP Response or termination of the Contract.

3.6.2 Financial Documentation

The Respondent shall include independent evidence of sufficient financial resources and stability for Respondent to provide the services sought. This includes audited financial statements that include balance sheets and income statements for the past two (2) fiscal years and the notes to the financial statements. This documentation will be reviewed by a certified professional to verify its validity. If the Respondent is, or has provided financial services to the State, provide information on such service. The Department retains the right to request additional data pertaining to the Respondent’s ability and qualifications used to accomplish all work in this RFP, as it deems necessary to ensure competent and satisfactory work. *Note: If Respondent does not have the materials requested under this Tab, or does not have all materials in requested, Respondent may substitute other material which Respondent believes provides as much of the same information with the same degree of reliability as possible.*

3.6.3 Business References

The Respondent shall provide at least three (3) references as requested in Attachment E, Business References Form. In order to be considered relevant experience, the services provided shall be ongoing or shall have been completed within the five (5) years preceding the issue date of this solicitation. The Department reserves the right to verify the validity of these references.

3.6.4 Description of Contract Disputes

The Respondent shall 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 shall list the following information:

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

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

3.7 VOLUME TWO: RESPONDENT'S TECHNICAL RESPONSE

Please provide the following information to be evaluated against the criteria listed in Section 4:

- Narrative on experience and ability
 - The Respondent shall furnish a narrative on its prior relevant experience and ability to provide this or similar services.
 - Organizational Chart
 - Identification of key personnel including the following information:
 - Resumes of the Information Technology (IT) staff that will be used to direct the work required to fulfill the primary technical and business analyst's functions in regard to obligations of the Contract that may result from this RFP. The resumes should include the staffs' previous supervisory experience, education, and work experience deemed relevant to the responsibilities and functions to be performed by the respective individuals.
 - Clear identification of the specific major technical and business analysts' roles that will be performed by each of the individuals for whom the Respondent submits resumes. Respondent must also provide the name and title of each individual who will be engaged in the Contract that may result from this RFP. Include a description of the functions and responsibilities of each person relative to the task to be performed.
 - Examples of IT work previously performed by Respondent that was similar in scope and/or size to the obligations of the Contract that may result from this RFP. The examples of work previously performed by the Respondent should include sufficient detail to allow the Evaluation Team to determine whether the work is similar to the obligations of the Contract that may result from this RFP and whether the organization for which the work was done is comparable to the Florida Department of Financial Services in terms of its nature, size, and mission.
- Respondent's Proposed Solution
 - The Respondent to this RFP must submit an Examination Development Plan. The plan must indicate a rate by which the Respondent proposes to increase or enhance the size of each item pool specified in each of the following program areas:
 - Florida All Lines Adjuster (0520, 0620, 7520)
 - Florida Public All Lines Adjuster (0320, 3120, 7320)
 - Florida Bail Bond/Limited Surety (2-34, 2-37)
 - Florida Crop Hail and Multi-Peril Agent (0430)
 - Florida Customer Service Rep (0440, 0940)
 - Florida General Lines Agent (0220)
 - Florida General Lines Agent (Spanish) (0220)
 - Florida Health Agent (0240)
 - Florida Health Agent (Spanish) (0240)
 - Florida Industrial Fire and Burglary Agent (0233)
 - Florida Health and Life and Annuity (incl. Var. Contracts) Agent (0215)

- Florida Health and Life and Annuity (incl. Var. Contracts) Agent (Spanish) (0215)
- Florida Life and Annuity (incl. Variable Contracts) (0214)
- Florida Life and Annuity (incl. Variable Contracts) (Spanish) (0214)
- Florida Limited Customer Representative (0442)
- Florida Personal Lines Agent (2044)
- Florida Surplus Lines Agent (0120, 9120)
- Florida Title Agent (0410, 9414)
- Florida Variable Contracts (0219)

The plan must also include information sufficient to inform the Department how the following test development, measurement, research, and evaluation requirements will be performed:

- preparation of test specifications
 - selection and training of item writers and item reviewers and numbers to be used for each category of examination
 - frequency of and standards for item writing/review workshops
 - development and editing processes for test items
 - establishment and maintenance of item banks
 - pre-testing and evaluation of items
 - test bias review process
 - pretest and post-test item analyses
 - equating procedures for all or recommended categories of examinations
 - cut score procedures
 - validity and reliability studies
 - review and development of equated forms for each line of authority requiring an examination
 - produce bail bond licenses (without examination)
- The Respondent must submit an Examination Administration Plan. In addition to providing all information sufficient to inform the Department of the Respondent's expertise and abilities in examination administration, the plan must inform the Department of how the following administration requirements will be provided and/or selected:
- administration staff
 - testing sites
 - testing facilities
 - testing conditions
 - testing instructions
 - pre-test informational materials
 - security procedures and protocols

The Respondent must include a detailed description of the following as part of the Examination Administration Plan:

- proposed security equipment

- practices and procedures relative to protection of Department-owned test item banks
 - procedures to prevent an candidate from taking the same version of a test when re-testing a failed test
 - testing center procedures including, but not limited to, examination administration
 - adequacy of the call center to effectively and timely provide information and make appointments for candidates
- The Respondent must include all policies and procedures for fee collection.
- The Respondent must provide all policies and procedures for scheduling exams, including, but not limited to: scheduling examinations, change/cancel policy, absence/lateness policy, weather delays and cancellations, and procedures to assist candidates in a case of an emergency that prevents utilizing the change process established.
 - The Respondent shall include the plan for compliance with the Americans with Disabilities Act (ADA). The Response shall address at a minimum how the Contractor will provide the examination to individuals with, but not limited to, the following disabilities:
 - blind
 - deaf
 - physical impairment prohibiting sitting in a chair
 - amputated arms or fingers
 - dyslexia, requiring the questions to be read to the candidate
 - allergies that prohibit entering the testing room
- The Respondent must include all proposed software to use to fulfill the obligations of the Contract that may result from this RFP. Any proposed software license agreement, service level agreement (SLA), or any other draft agreement submitted in the Response shall not contain any provisions, unless such provisions are expressly negated in the Response, which:
 - are inconsistent with Florida law;
 - exclude, prohibit, or negate other contract documents;
 - subject the state of Florida to jurisdiction of another state; and
 - provide that the state of Florida will indemnify the Contractor or any other person.
- The Respondent must provide the following:
 - Narrative description of Respondent’s proposed IT approach for meeting the obligations of the Contract that may result from this RFP.
 - Documentation that clearly demonstrates, with regard to the IT services that the Respondent would perform to fulfill to the obligations of this Contract, the Respondent has an appropriate testing systems environment in addition to the Respondent’s production systems environment. This testing systems environment must be used to test ALL system application modifications

prior to the implementation of these modifications in the Contractor's production systems environment.

- Documentation regarding the testing procedures the Respondent would use in its development of the system applications that would support the obligations of the contract that may result from this RFP.
- Copy of the Respondent's current Information Systems Development Methodology (ISDM).
- Description of the specific hardware and software the Respondent would use to perform the IT services that would support the obligations of the contract that may result from this RFP.
- Respondent's response time regarding the Contractor's initial response to Departmental inquiries regarding potential problem areas, e.g., instances of incorrect enforcement of business rules by the Contractor or transfer of incorrect and/or incomplete data by the Contractor to the Department. The Contractor's initial response to the Department must include information as to what the Contractor has thus far identified with regard to the reported problem and also the Contractor's overall plan, projected time frame, and current status regarding resolving the problem.

- The Respondent shall fully describe exceptions, if any, to the solicitation.

3.8 VOLUME THREE: PRICE RESPONSE (SEPARATELY SEALED)

The Respondent shall 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 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 copy of the materials the Respondent claims as Confidential Information or exempt 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 shall 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 shall mark the cover of the redacted copy with the Respondent's name, Department's solicitation name, and number, and the words "Redacted Copy." The Redacted Copy should only redact those portions of material that the Respondent claims are 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 shall redact and maintain in confidence any materials the Department provides or

seeks regarding security of a proposed technology system or information subject to sections 119.011(14), 119.071(1)(f), and 119.071(3), F.S.

In addition, the Respondent 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 the RFP. At any time during the solicitation process, the Department may request, and the Respondent shall 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.

4 SELECTION METHODOLOGY

4.1 MANDATORY CRITERIA

In the Administrative Review Phase, the Procurement Officer will review Attachment C and make a determination of responsiveness per Section 3.6.2. 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 satisfy the mandatory criteria and contain all the mandatory documentation will be sent to the evaluation team for evaluation. The mandatory documents are as follows:

- Attachment C-Mandatory Criteria Certification
- Attachment D-Price Response Form
- Attachment E-Business Reference Form
- Technical Response

4.2 EVALUATION TEAM

The Department's evaluation team will consist of at least three persons who collectively have experience and knowledge in the program area and service requirements for the commodities and 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. The CPA will only evaluate the financial documentation portion of the Response.

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4.3 EVALUATION CRITERIA

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

4.3.1 TECHNICAL RESPONSE

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

4.3.2 PRICE RESPONSE

The Procurement Officer will evaluate the Price Response. Price Responses for the initial and renewal contract term will be a calculated average of the examination fees added to the calculated average of the fingerprinting fee.

Total (Column 5 Per Examination Average + Per Fingerprint Average):

\$ ____ + \$ ____ = \$ ____

Price Responses will be awarded a maximum of 100 points. Once the average is determined for all Responses, the scores for the Price Response will be determined based on the following formula:

$(\text{Lowest Respondent's Price} / \text{Respondent's Price}) \times 100$ (Maximum Number of Points Available)
= Points Awarded for Price Response

5 AWARD

5.1 BASIS OF AWARD

A Contract(s) may be awarded to the responsible and responsive Respondent(s) whose Response is deemed the most advantageous value 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 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 with Responses that resulted in the identical evaluations. Based on those forms, the Department will give the award to a Respondent if it is a minority-owned or veteran-owned business. If more than one Respondent is entitled to this preference, the preference will be given to the Respondent with the qualifying business with 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(s) that will result in a Contract(s) 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 his designee will make the final decision as to which Respondent(s) should be awarded the Contract(s) 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(s) 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 shall 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 shall 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
STANDARD CONTRACT
INCLUDES STANDARD TERMS AND CONDITIONS (attachment 1) AND
STATEMENT OF WORK (SOW-attachment 2)**

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**DEPARTMENT OF FINANCIAL SERVICES
Standard Contract**

Contract Title	P.O. No. or Solicitation No., if any DFS AA RFP 1718-03	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 (hereinafter called the Department)

Contractor's Name (hereinafter called the Contractor)

2. Contract to Begin: February 26, 2018	Date of Completion: February 25, 2021	Renewals: One (1) or more, not to exceed three (3) years collectively
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3. Performance Bond, if any: \$500,000 Performance Bond	Other Bonds, if any: N/A
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4. Total Value of Contract: \$0	Total Financial Obligations of the Department for the first Fiscal Year: \$0	Total Financial Obligations of the Department for Each Renewal Period If Renewed: \$0
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5. Department's Contract Manager		Contractor's Contract Manager	
Name:	Brandi Wilson	Name:	
Address:	200 East Gaines Street Tallahassee, Florida 32399	Address:	
Phone:	850-413-5420	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

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

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

8.

CONTRACTOR

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

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

9.

The Department of Financial Services **DEPARTMENT**

By (Authorized Signature) J. Paul Whitfield, Deputy Chief Financial Officer	Date Signed
Printed Name and Title of Person Signing	

**DEPARTMENT OF FINANCIAL SERVICES
STANDARD TERMS AND CONDITIONS
APPLICABLE TO COMPETITIVELY PROCURED CONTRACTS
ATTACHMENT 1**

1. Entire Contract.

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

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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, the 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 <http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>

- b. Vendor Rights. A Vendor Ombudsman has been established within the Department. The duties of this individual include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be reached at (850) 413-5516.
- c. Taxes. The Department is exempted from payment of 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:

Entry of an order for relief under Title 11 of the United States Code;

The making by the Contractor of a general assignment for the benefit of creditors;

The appointment of a general receiver or trustee in bankruptcy of the Contractor's business or property;

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.

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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

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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: <http://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. In cooperation with the Governor's Executive Order 11-116, the Contractor must participate in the federal E-Verify System for employment eligibility verification under the terms provided in the "Memorandum of Understanding" with the federal 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.
- c. In the event legislation authorizes an alternative option as proof of legal status, the Contractor may use the process authorized by such legislation upon its passage.

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
LICENSURE EXAMINATION, DEVELOPMENT AND ADMINISTRATION,
AND FINGERPRINTING SERVICES**

ATTACHMENT 2

The specific terms in this Statement of Work shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, the more specific terms shall apply.

1. Scope of Services.

The Florida Department of Financial Services, Division of Insurance Agent and Agency Services (“Department”) is issuing this Statement of Work (“SOW”) to define the scope and requirements of this RFP. Pursuant to Chapter 626, Florida Statutes (F.S.), the Department is seeking a Contractor who can provide licensure examination, development and administration, and fingerprinting services for examinations and licensure of insurance agents, adjusters, and other insurance-related representatives. As part of determining eligibility for licensure, examinations are given to prospective licensees to ensure that only qualified individuals service the insurance-buying public of Florida. The Contractor must be able to administer certain exams specified by the Department in English and Spanish language format. Additionally, the Contractor will render services or other units of deliverables for the Division of State Fire Marshal and the Division of Funeral, Cemetery, and Consumer Services.

2. Definitions.

In this Contract, the following terms shall be defined as set forth below:

- Business Days - Monday through Friday, inclusive, except for State government holidays.
- Calendar Days- means all days, including weekends and holidays, except that if the last day counted falls on a weekend or holiday, the due date shall be the next business day thereafter.
- 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 most advantageous Response to the State.
- Contractor(s) - The Respondent(s) that will be awarded a Contract pursuant to this solicitation.
- Contractor-To-DFS-Licensing-Score Data Transfer File - daily file transferred to the Department with score results of candidates.
- DFS-to-Contractor-Licensing-Authorization Transfer File -daily electronic file sent to the Contractor that details permissible candidates for examination.
- Differential Item Functioning (DIF) - statistical characteristic of an item that shows the extent to which the item might be measuring different abilities for members of separate subgroups.
- Examination Administration Plan - a plan that indicates how the Contractor proposes to administer the examination for each program area.
- Examination Development Plan - a plan that indicates how the Contractor proposes to increase or decrease the size of each item question pool specified in each program area.
- Items- questions that appear within examinations.
- Line of Authority - types of insurance lines that will need examinations
- Psychometric Team - means two or more psychometricians with advanced degrees in the science of measurement, which is the systematic use of tests to quantify psychophysical behavior, abilities and problems, and predictions of psychological performance.
- State - The state of Florida.

3. Scope of Work.

3.A.1 Test Development

The Contractor will provide the following at the Contractor’s expense: all test development, measurement research, and evaluation in compliance with accepted psychometric standards. All Items developed under the Contract must be multiple-choice with four (4) responses written clearly and concisely. Test Items must reference

the appropriate study manual, as outlined in Section 3.A.4, in detail and matched to topics and percentage ranges provided by the Department.

Upon request and notice of at least five (5) Business Days from the Department, the Contractor must provide to the Department supervised access to review the Department's examinations and item banks for validity and non-biased nature of the examination and item banks.

The Contractor must use new examination forms that incorporate any changes mandated by legislative decisions and/or decided upon during the yearly examination review workshop by January 1 of each calendar year of the Contract.

The Contractor will host, at the Contractor's expense, an annual examination review workshop in July of each calendar year that the Department, subject matter experts, and study manual vendors must attend. The Contractor will provide all workshop conference information to attendees at least one (1) month prior to allow for travel accommodations to be made and supply all materials necessary to produce and/or aide in test development, test revisions, measurement research, and evaluation.

3.A.2 Ownership of Test Items

The Department has ownership of all State specific testing items and retains ownership of all test items transferred to the Contractor for custodial purposes and item banks developed for the program area. The Department shall continue to maintain exclusive ownership of the items developed, item bank(s), examination forms, examinations, and all related materials developed for use in fulfilling the requirements of this Contract upon execution.

During the life of the Contract, the Department may decide for one or more examination types to use a national item bank of questions rather than examination questions owned by the Department. If this transition is made for one (1) or more examination types, those item bank(s) will not be owned by the Department, but any examinations that were not transitioned will remain the property of the Department as outlined in the previous paragraph. The Contractor must be willing and able to make this transition during the life of the Contract.

3.A.3 Professional Psychometric Guidance

During the life of the Contract, the Contractor will be responsible for providing on-going expert, professional psychometric guidance to the Department. The Contractor will be required to inform, advise, and make recommendations to the Department on all psychometric issues relating to test development, test revisions, measurement research, and evaluation.

3.A.4 Examination Development

The questions for the examinations (as referred to in Section 3.A.1 of this SOW) shall be developed from the outlines in the approved study manuals shown in the chart below. The information in the list below is subject to change.

State Approved Reference Material	Reference Material Available From
Florida Life, Health and Variable Annuity Study Manual	National Association of Insurance and Financial Advisors-Florida 1836 Hermitage Blvd., Suite 202 Tallahassee, FL 32308-7706 (850) 422-1701
Florida General Lines Agent and Customer Representative and Personal Lines Study Manual	Florida Association of Insurance Agents 3159 Shamrock South Tallahassee, FL 32317-2129 (850) 893-4155
Industrial Fire and Burglary Insurance Study Manual	National Association of Insurance and Financial Advisors-Florida 1836 Hermitage Blvd., Suite 202 Tallahassee, FL 32308-7706 (850) 422-1701
Bail and Bail Bond Insurance in Florida Study Guide	Division of Continuing Education Department of Independent Study University of Florida Gainesville, FL 32611 (352) 392-1711
Florida Adjusters Study Manual	Florida Association of Insurance Agents 3159 Shamrock South Tallahassee, FL 32317-2129 (850) 893-4155
The Florida Title Agents Study Manual	The Koogler Group 8520 48 th Street North, PMP 250 Pinellas Park, FL 33781 (727) 787-5010
The Florida Surplus Lines Agent Study Manual	Florida Surplus Lines Service Office 1441 Maclay Commerce Drive Tallahassee, FL 32312 (850) 224-7676

3.A.5 Website Availability

The Contractor must provide a website for candidate use. The Contractor must maintain website availability to candidates twenty-four (24) hours a day, seven (7) days a week, excluding scheduled maintenance times. The Contractor must report emergency outages to the Department within four (4) hours, and the Contractor must provide the Department’s Contract Manager at least forty-eight (48) hours advance notice for scheduled maintenance.

3.A.6 Call Center

The Contractor must maintain a functional call center by providing telephonic service seven (7) days a week during business hours approved by the Department. The Contractor will provide a toll free, program-specific phone number, which will serve as its single touch-point for telephone reservations and follow up inquiries. The Contractor's call center must not be non-functional for State candidates for more than twelve (12) consecutive business hours per the Contractor's call center hours of operation and excluding emergency weather conditions. The Contractor must report emergency conditions to the Department's Contract Manager within four (4) hours.

3.A.7 Scheduling Examinations

The Division of Insurance Agent and Agency Services will be responsible for advising the candidate of initial examination eligibility. After initial eligibility, the candidate will not require additional authorizations from the Department, unless the candidate's initial authorization expires before the candidate successfully passes the examination. Authorizations from the Department are valid for six (6) months from the date of eligibility. After initial authorization, the Contractor will be fully responsible for scheduling exams, rescheduling exams, collecting examination fees, and notifying candidates of examination dates, times, and places in accordance with the Contractor's Response. Contractor must perform these services both online and by phone. Once an examination date and time have been scheduled, the Contractor must provide confirmation of the information to the candidate by electronic notification. The Contractor must schedule eligible examination or bail bond license (without examination) candidates within five (5) Calendar Days from date the candidate contacts the Contractor. The Contractor must immediately act upon verbal requests to cancel or suspend a scheduled examination or issuance of a license to a particular candidate when requested by authorized staff of the Department.

3.A.8 Fee Collection

Fees will be collected in the following manner for the services below:

The Contractor must collect examination administration fees from the candidates at the time of scheduling an examination in accordance with the policies and procedures in the Contractor's Response.

The Department will collect bail bond license identification (ID) fees from the candidates. Pursuant to section 624.501, F.S., the fee for a bail bond license ID card shall be \$5.00. The Contractor will issue bail bond license ID cards to candidates on behalf of the Department. The Department will reimburse the Contractor \$5.00 for each ID card issued upon submission of an invoice. The Department will not pay any credit card usage fees.

3.A.9 Fingerprinting Services

The Contractor must collect Live Scan fingerprints at every testing site as mandated by section 626.171(4), F.S. Subcontractors may be used; however, the Contractor will be responsible for meeting the timeframes and requirements provided regardless of delays caused by a subcontractor. The Contractor must collect a fingerprint fee of \$24.00 for the Florida Department of Law Enforcement (FDLE) and \$12.00 for the Federal Bureau of Investigation (FBI). The FBI fee is subject to change. These collected fees are submitted to FDLE, who in turn sends the FBI fee to the FBI. If a third-party vendor is used, its fee must be included as well. The Contractor must send complete and accurate fingerprint records to the FDLE.

The following are considered incomplete or inaccurate fingerprint records as mentioned above:

- Fingerprint records that do not include the candidate's or candidate's social security number;
- Fingerprint records not sent to FDLE; or
- Fingerprint results not sent to the Department, but received by an entity not covered under this Contract.

In order to reduce candidate error, the Contractor must provide a unique payment Uniform Resource Locator (URL) from the fingerprinting website for each Division covered under the Contract. The Contractor must not send more than one-half (0.5) of a percent incomplete or inaccurate fingerprint records to the FDLE in one (1) calendar month, unless incomplete or inaccurate fingerprint data is solely a result of candidate/candidate error.

3.A.10 Testing Sites

The Contractor, at its expense, is responsible for providing and maintaining, all testing sites, staffing for aforementioned sites, and providing all related materials and equipment associated with the administration of examinations. The Contractor must select and establish testing sites throughout the State taking into consideration population density, relative distance between testing sites, easy access for candidates, ample parking, and facilities that will provide standardized testing conditions. The selected testing sites must be approved by the Department. Once testing sites are established upon approval by the Department, testing sites shall not be closed without prior approval by the Department. The Contractor must include procedures for closing a testing site that will include justification of closure, a deadline for closing a testing site, and a process for notifying examinees and assigning them to other sites. The Contractor must not modify the hours of operation at a testing site permanently without justification for the change and prior approval by the Department. The Contractor must not modify the hours of operation at a testing site temporarily without first notifying the Department's Contract Manager and obtaining prior written approval. Emergency closures are to be reported by the Contractor to the Department's Contract Manager within four (4) hours.

The Department currently offers examinations in the twenty-seven (27) locations reflected in Section C.1 of this SOW. Testing sites must be open at least five (5) days per week unless otherwise approved by the Department. One of the five (5) days must be a weekend day (Saturday and/or Sunday). The Department may require the Contractor to provide additional testing sites or extend the number of days that sites are open as applicable based upon the needs of the candidates. If the Contractor has testing sites outside this State, those sites must be made available for testing State candidates based upon the needs of the candidates.

Bail bond license candidates must have their picture taken at the testing site at the time of the examination. Should a bail bond licensee need to have a picture taken without an examination due to being licensed already or having completed a designation that circumvents examination the licensee must be able to make an appointment with a testing site to do so, as indicated in Section 3. A.14. These requirements are set forth in Chapter 648, F.S.

3.A.11 Candidate Information Document

The Contractor must develop, maintain, and make available on the Contractor's website, a candidate information document. This document must contain all policies governing the administration of the examination as well as standard pertinent information such as the procedure for scheduling the examination, fees associated with examinations, dates and locations where the examination will be given, and ways to contact the Contractor. The document must also explain the testing and scoring procedure and a list of frequently asked questions. The document must advise what supplies and candidate identification must be brought to the testing site. This document must also include website links to the Division of Insurance Agent & Agency Services' website containing licensing information. This information must be made available to all candidates.

No changes will be made to the candidate information document without the Contractor first obtaining approval from the Department. The candidate information document must be updated by the Contractor immediately upon Department approval of changes to the Contractor's policies and procedures and within five (5) Business Days of a change request made by the Department.

3.A.12 Examination Administration Plan

The Contractor will utilize the Examination Administration Plan as proposed in the Contractor's Response.

3.A.13 Examination Administration Medium

Examinations must be administered through an effective technology medium, and the examination results must be electronically scored and made immediately available to the examinee following completion of the examination. Provisions must be made for hand scoring a percentage of examinations as a quality control measure of computerized scoring as well as a means to validate disputed computerized scoring.

3.A.14 License Card for Bail Bond Licenses

The Contractor is required to issue a durable, laminated paper or plastic material, wallet sized license identification card to bail bond license candidates with a photo taken at the testing site at the time of examination. Such licenses must be printed and mailed within two (2) Calendar Days and sent to the candidate via two-day mail upon passing a required license examination, if applicable; or upon the licensee appearing for the license photograph, if required as set forth in Chapter 648, F.S.

The Department will set the content and format of the licenses. The license type, license number, license date, and license line of authority must be included on the license ID. The Contractor must maintain and provide upon request by authorized Department staff, within two (2) Business Days, a duplicate photograph of any bail bond licensee.

3.A.15 Post Examination Review by Candidate

The Contractor must provide all candidates an opportunity to review the examination results. Adequate space, materials and personnel necessary for candidates to review their examination materials in compliance with section 119.07, F.S., must be provided. Such review shall include a review of the candidate's completed examination and will not include answers other than those given by the candidate. The Contractor must record and evaluate all candidate comments, if any, and report to the Department any recommended changes based upon such post-examination review.

The Contractor must not prohibit or restrict a person who has taken an examination to review his or her own completed examination unless specifically authorized to prohibit or restrict such review by Florida Statute or Florida Administrative Code. The Contractor must allow candidates to make appointments with the testing sites to review their examinations at a later date. The Contractor must not charge a fee to candidates to review their completed examination unless specifically authorized to charge such a fee pursuant to Florida Statute or Florida Administrative Code.

Candidates are only allowed to take an examination, English, Spanish, and combined, five times in a rolling calendar year.

3.A.16 Defense of Examination Challenge

The Contractor must provide item statistics, materials, and experts to defend an examination in the event of inquiry or a formal challenge to any examination item, examination validity, and reliability or administration issue. The Contractor will be required to testify on behalf of the Department in license denial hearings where instances of cheating or violation of testing procedures is alleged or on any matters relating to testing.

3.A.17 Maintaining and Reporting Statistical Data

The Contractor will be responsible for maintaining candidate data, provided by the Department and/or candidate, including but not limited to:

- Candidate's name;
- Social security number;
- License number;
- The candidate's gender (male or female);
- The candidate's native language;
- The highest level of education achieved by the candidate; and
- The candidate's race or ethnicity (African American, White, American Indian, Asian, Hispanic, or Other).

The Contractor will also be responsible for maintaining the following related candidate data dictated by the Department, which is collected by the Contractor, including but not limited to:

- Scaled scores;
- Raw scores;
- Test scores; and
- Status of pass/fail.

Such maintenance must include descriptive statistics for each examination, by type, to include at least the following:

- Mean;
- Standard deviation;
- Mode;
- Range;
- Minimum and maximum scores;

- Passing score;
- Standard error and measurement;
- Reliability and coefficient;
- Number and percentage of candidates passing; and
- Failing by original and re-examination.

Retention practices for such data must be approved by the Department. The Contractor must provide to the Department no later than the fourth (4th) Business Day of each month, and upon request within ten (10) Calendar Days, summary reports of data referred to in this paragraph in a format acceptable to the Department. This information may not be released to other persons or entities without prior written approval of the Department.

The Contractor must provide to the Department information requested pursuant to Florida public records law. The Contractor must be able to comply with such requests within twenty (20) Business Days of notice by the Department. Upon termination or expiration of the Contract, the Contractor will be required to furnish any data or records the Department deems necessary for it to comply with chapters 119, 497, and 624, F.S.

3.A.18 Data Analysis Reports

As required in section 626.2415, F.S., the Contractor must analyze data and prepare an annual and a biannual report which summarizes statistical information of the following examinations administered during the preceding and current calendar year:

- Life and Variable Annuity Exam;
- Life, Health, and Variable Annuity Exam;
- General Lines Exam;
- Health Exam; and
- Personal Lines Exam.

The reports must include the following information for all examinees separately by race or ethnicity (African American, White, American Indian, Asian, Hispanic, or Other), gender (male or female), education level (some high school, high school diploma, some college, college degree, graduate degree) and native language and combined by race or ethnicity within gender, by race or ethnicity within education, and by gender and all five (5) education levels:

- Total number of candidates;
- Pass rate and number of candidates passed;
- Scaled score/mean and standard deviation.

The annual report is for the preceding year (January 1-December 31) and is due to the Department no later than March 1 of each calendar year. The biannual report for the current calendar year (January 1-June 30) is due to the Department no later than September 1 of each calendar year. Both reports must be free of errors in the collection and processing of data and in any calculations performed on that data.

The statistical analysis required to produce the annual and biannual reports utilizing the validated raw data file must be performed independently by two (2) Psychometric Teams. Upon completion of the required analysis, the two (2) Psychometric Teams must compare and validate their results. All anomalies must be investigated, validated, reported, and justified to the Department in writing. The Contractor must provide to the Department a differential item functioning (DIF) analysis for both reports.

3.A.19 Monthly Status Report

The Contractor will provide a status report of examination activities, electronically, to the Department's Contract Manager by the fifth (5th) Business Day of each month for the preceding month. The report must include sorted and totaled information as follows:

- Examination candidates;
- Completed (grouped by passed/failed);
- No show;
- Excused absence;
- Late cancelled;

- Bail bond licenses printed;
- Permanent; and
- Temporary.

3.A.20 Invoice Detail

The \$5 fee for bail bond license ID cards will be charged by the Department during the application process. The Contractor will issue the bail bond license ID card on behalf of the Department. The Contractor will be reimbursed by the Department for each bail bond license ID card issued once an invoice is submitted. The invoice detail must include the following for each item:

- Exam/license name;
- Exam/service date;
- Exam/service fee;
- Exam/service status;
- Candidate name;
- Candidate truncated SSN/FEIN; and
- License number, if applicable.

3.A.21 Compliance with Americans with Disabilities Act

In accordance with the Americans with Disabilities Act (ADA), the Contractor shall provide special accommodations for persons taking the examination who have a disability and detail this information in the Contractor's Response.

Note: All disabilities covered by the ADA must be properly accommodated by the Contractor for the testing candidates.

3.A.22 Staffing Levels and Changes

The Contractor shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities as stated in the Contractor's Response and approved by the Department. In the event the Department determines that the Contractor's staffing levels do not conform to those provided in the Contractor's Response, the Department shall advise the Contractor in writing who shall have thirty (30) days to remedy the identified staffing deficiencies. Any replacement employee shall be of equal or superior qualifications. The Department will exercise exclusive judgment in this matter.

Prior to substituting any key personnel, the Contractor shall notify and obtain written approval from the Department of the proposed substitution. Written justification should include documentation of the circumstances requiring the changes. The Department, at its option, may agree to accept personnel of equal or superior qualifications in the event that circumstances necessitate the replacement of previously assigned personnel. Any such substitution shall be made only after consultation with Department staff.

3.B: Technology Related Services

At a minimum, the Contractor is required to adhere to the following requirements:

3.B.1 Technical Requirements

a. The Contractor must accept and process, in a manner prescribed by the Department, DFS licensing authorizations the Department transmits to the Contractor via a daily electronic file transfer process, the DFS-to-Contractor-Licensing-Authorization-File Transfer Process. This file transfer process is used by the Department to send the Contractor the following types of DFS Licensing Authorizations: 1.) authorizations for temporary bail bond licensure, 2.) authorizations for candidates to sit for examinations, and 3.) authorizations directing the Contractor to print duplicate copies of license cards for existing permanent and temporary bail bond licensees. The files used for this file transfer process include header records, file identifiers, file tracking sequence numbers, and trailer records, i.e., records that contain counts of the number of data records contained on the transfer files. Refer to Attachment H, DFS-to-Contractor-Licensing-Authorization Transfer File, for a detailed explanation of the majority of the specific types of data elements the Contractor must be able to accept electronically from the Department with regard to the DFS licensing authorizations that are sent via this file transfer process. The data elements in Attachment H are subject to change.

b. Each Business Day, the Contractor must transmit to the Department in an electronic format and in a manner prescribed by the Department, certain Department-specified information regarding all of the candidates for whom, on the previous Business Day, the Contractor administered examinations and/or printed bail bond license card copies. These transfer files must include header records, file identifiers, file tracking sequence numbers, and trailer records i.e., records that contain counts regarding the number of data records contained on the transfer files. Refer to Attachment I, Score Data Transfer File (Transfer File), for a detailed explanation of the majority of the specific types of data elements the Contractor must transmit to the Department via this file transfer process. The data elements in Attachment I are subject to change.

c. Each night following a Business Day, the Department will process the Transfer File received from the Contractor during that Business Day. Before loading any Transfer File, the Department will first verify the record counts provided by the Contractor on the Transfer File's trailer record to match the exact number of data records on the file. The Contractor must resolve any errors found in the file within seventy-two (72) hours of notification by the Department.

d. The Department will programmatically check the Transfer Files for basic data integrity to ensure the data contained on these files satisfies certain Department-specified business rules. The Contractor must resolve any errors in the file within seventy-two (72) hours of notification by the Department. (Note: The transactions on the Transfer File that pass all of the Department's load program's business rules and data integrity edits are applied to the Department's licensing database.)

e. Prior to sending the Department the required Transfer Files the Contractor must take the necessary steps to ensure the data on those files pass the same business rules and data integrity edits that the Department's DFS-to-Contractor-Licensing-Authorization-File Transfer Process enforces. All candidate data must be secure in the transfer process.

f. The Contractor must obtain the Department's approval before proceeding with making changes to the Contractor's information technology (IT) applications that would necessitate changes to the Department's hardware or software environments. In addition, the Contractor must provide the Department with sufficient lead-time of at least sixty (60) days if the Contractor is going to make any changes that could result in requiring the Department to make any changes to its hardware and/or software environments.

g. The Contractor must provide project management documentation to the Department for the purpose of supporting the Contractor's implementation of any system enhancements that may be required by either the Department or are legislatively mandated by the State legislature during the life of the Contract. Project management documents must be received within sixty (60) days of any project implementation to provide sufficient lead-time to the Department and should include information on how the work is to be completed and identify roles and responsibilities for key personnel. The Contractor shall prepare and deliver the following major project management deliverables to the Department for any project:

- A project schedule that includes firm durations, start and finish dates, base lined start and finish dates, predecessors, successors, and resources.
- A project management plan that documents:
 - planning assumptions,
 - constraints and decisions;
 - the approved scope, including what is out of scope;
 - deliverables and their acceptance criteria;
 - cost and schedule baselines;
 - risk, issue and change management plans;
 - the staffing plan, including team member roles and responsibilities;
 - the project's communication plan (including status reporting, team directory, risk and issue reporting and logging, meetings);
 - acceptance by the key project team members (the project sponsor, project manager, technical lead, etc.); and
 - final acceptance report

- h. The Department must approve all software proposed for use to fulfill the obligations of the Contract.
- i. The Contractor must provide the following written documentation to the Department prior to the Contractor's commencement of programming the computer system applications that will provide and/or support the obligations of this Contract. If the above referenced computer system applications are already developed, then prior to the Contractor's use of these system applications on the Department's behalf the Contractor must provide this same documentation to the Department. This documentation is to be provided to the Department in order for the Contractor to obtain the Department's formal approval of the technical and business specifications of the computer system applications that will provide and/or support the obligations of this Contract:
 - Technical documentation that includes at a minimum the physical and logical models and the process descriptions regarding the technical services being performed to fulfill the obligations of this Contract. The Contractor must include documentation for all Department-related database procedures and constraints that are written against the Contractor's database.
 - Non-technical business requirements documentation that includes at a minimum the business rules, business requirements, and business processes the Contractor would support and enforce with regard to the business services performed by the Contractor to fulfill the obligations of this Contract.
- j. A test environment must be used by the Contractor to test ALL system application modifications prior to the implementation of these modifications in the Contractor's production system environment.
- k. The Contractor must apply candidates' social security number and demographic changes received in the daily authorization file to its authorization/examination database.

3.B.2 Staffing and Responsibilities

The Contractor must adhere to the staffing levels proposed in the Contractor's Response.

3. C: Statistical Data

The data below represents information helpful to the Contractor; however, the Contractor must be able to provide this information to the Department at any time during the life of the Contract.

3.C.1 Current Testing Site Locations for the Insurance Examinations

The chart below represents the current number of testing sites and the number of candidates tested at each location.

Sites That Test for Florida Exams	Appointments	Cancelled	Delivered	No Shows
Test Center-Boynton Beach FL	2,429	65	2,108	256
Test Center-Fort Myers	1,445	26	1,247	172
Test Center-Fort Myers	958	23	804	131
Test Center-Gainesville FL	700	15	626	59
Test Center-Hollywood FL	1,833	78	1,553	202
Test Center-Jacksonville FL	2,549	70	2,254	225
Test Center-Lake Mary FL	1,963	58	1,719	186
Test Center-Lakeland FL	2,148	36	1,937	175
Test Center-Melbourne FL	2,815	158	2,187	470
Test Center-Miami FL	4,745	123	4,125	497
Test Center-Orlando FL	3,646	162	3,101	383
Test Center-Ormond Beach FL	1,002	16	915	71
Test Center-Pensacola FL	682	15	633	34

Test Center-Sarasota FL	1,241	30	1,093	118
Test Center-St. Petersburg FL	1,798	47	1,562	189
Test Center-Tallahassee FL	620	9	570	41
Test Center-Tampa FL	4,427	118	3,878	431
Test Center-Raleigh NC	2	1	1	0
Test Center-Statesville NC-9	3	0	3	0
Test Center-Las Vegas NV	3	0	3	0
Test Center-Ft Lauderdale	2,016	57	1,739	220
Test Center-Doral FL	3,581	114	3,155	312
Professional Centers-Deerfield Beach, FL	1,667	36	1,482	149
Florida Keys Community College	29	1	26	2
Test Center-Ft Lauderdale	3,562	102	3,138	322
Community Technical & Adult Education (CTAE)	774	8	722	44
Polk State College TLCC	190	2	180	8
	46,828	1,370	40,761	4,697

3.C.2. History of Bail Bond License Identification Cards Issued from July 1, 2015 to June 30, 2016

Month	ID Cards Issued July 2015- June 2016
July	33
August	27
September	32
October	26
November	13
December	36
January	25
February	23
March	37
April	46
May	44
June	28
Total	370

3.C.3. History of DFS Testing Volumes from July 1, 2015 to June 30, 2016

Florida Department of Financial Services' Test Volumes and Statistics 7/1/15-6/30/16

Year	Month	First Time Takers					Repeaters					Overall Statistics			
		Total Graded Exams	Total Passed	Total Failed	Pass Rate	Fail Rate	Total Graded Exams	Total Passed	Total Failed	Pass Rate	Fail Rate	Total Graded Exams	Total Passed	Total Failed	Pass Rate
2015	July	2963	1806	1157	61%	39%	1243	570	673	46%	54%	4206	2376	1830	56%
2015	August	3076	1943	1133	63%	37%	1333	581	752	44%	56%	4409	2524	1885	57%
2015	September	3036	1862	1174	61%	39%	1420	620	800	44%	56%	4456	2482	1974	56%
2015	October	2964	1736	1228	59%	41%	1572	639	933	41%	59%	4536	2375	2161	52%
2015	November	2189	1342	847	61%	39%	1060	458	602	43%	57%	3249	1800	1449	55%
2015	December	1951	1143	808	59%	41%	1050	425	625	40%	60%	3001	1568	1433	52%
2016	January	1567	977	590	62%	38%	763	370	393	48%	52%	2330	1347	983	58%
2016	February	1755	1099	656	63%	37%	843	364	479	43%	57%	2598	1463	1135	56%
2016	March	1956	1252	704	64%	36%	915	414	501	45%	55%	2871	1666	1205	58%
2016	April	2107	1343	764	64%	36%	958	395	563	41%	59%	3065	1738	1327	57%

RFP # DFS AA RFP 1718-03

License Examination Development, Examination Administration, and Fingerprinting Services

2016	May	2135	1344	791	63%	37%	939	385	554	41%	59%	3074	1729	1345	56%
2016	June	2299	1398	901	61%	39%	1069	450	619	42%	58%	3368	1848	1520	55%
	TOTALS	27,998	17,245	10,753	62%	38%	13,165	5,671	7,494	43%	57%	41,163	22,916	18,247	56%

3.C.4. History of DFS Testing Content

Examination Types	Approved Items	Pretest Items
All Lines Adjuster	100	10
All Lines Public Adjuster	100	10
Crop/Hail/Multiple Peril Agent	40	0
Customer Representative	60	0
General Lines Agent	160	15
General Lines Agent Spanish	160	0
Health Agent	85	15
Health Agent Spanish	85	0
Health and Life including Annuities and Variable Contracts Agent	150	15
Health and Life including Annuities and Variable Contracts Agent	150	0
Industrial Fire & Burglary	40	5
Life including Annuities and Variable Contracts	85	15
Life including Annuities and Variable Contracts Spanish	85	0
Limited Customer Representative	45	0
Personal Lines Agent	100	10
Surety Lines Agent	60	5
Surplus Lines Agent	40	10
Title Agent	70	5
Variable Annuity Agent	40	5

4. Duration.

- a. **Term.** This service shall begin on February 26, 2018, or the date the Contract is signed, whichever is later, and continue until February 25, 2023, unless otherwise terminated.
- b. **Renewals.** This Contract may be renewed for up to five (5) years in accordance with section 287.057, F.S.

Payment Provisions.

- a. **Compensation.** This is a no cost contract. The compensation of this Contract is stated in the attached Price Sheet, which is incorporated by reference.
- b. **Expenses.**
The Department assumes no responsibility for expenses incurred by the Contractor.
- c. **Step-in Costs.**

All services performed by the Contractor 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 contractor to assume completion of those services.

5. Contractor Responsibilities.

- a. **Tasks.** The Contractor shall perform the tasks described in Section 3, Scope of Work.

b. Deliverables.

Deliverables	Minimum Performance Measures	Financial Consequences
Bail bond licenses	Provide candidates with bail bond licenses in accordance with Section 3.A.14, License Card for Bail Bond Licenses.	If the Contractor fails to perform in accordance with Section 3.A.14, the Contractor shall be assessed a financial consequence in the amount of \$100 per instance.
Examination Development & Administration	Develop and administer all examinations for insurance licensure in accordance with the Examination Development Plan and the Examination Administration Plan provided in the Contractor’s Response.	In the event the Department determines that the Contractor’s performance does not comply with that in the Contractor’s Response, the Department shall advise the Contractor in writing. The Contractor shall have thirty (30) days to remedy the identified deficiencies. If the identified deficiencies are not remedied within the thirty (30) day period, the Contractor shall be assessed a financial consequence in the amount of \$100 per Business Day until the deficiencies are satisfactorily corrected.

c. Performance Measures. The Contractor shall provide the deliverables in a manner that meets the criteria outlined in Section 6b.

d. Acceptance of Deliverables.

All Deliverables will be sent to the Department’s Contract Manager from the Contractor. The Department will accept each Deliverable when it meets the performance measures and requirements of the Contract. The Department shall have a maximum period of twenty (20) Business Days after delivery of a Deliverable to verify that the Deliverable meets the Contract requirements. The Department will notify the Contractor in writing of any nonconformity identified during the acceptance review. The Contractor shall correct nonconformities within five (5) Business Days or proceed on another mutually acceptable basis as set forth in writing. The Department shall then have five (5) Business Days upon redelivery of the Deliverable to confirm the nonconformity has been corrected and report any continuing nonconformity.

6. Miscellaneous Contract Terms.

a. Termination for Convenience. The Department may, in its sole discretion, terminate the Contract at any time by giving 60 days’ written notice to the Contractor.

b. Transition Plan.

Within two (2) weeks of the Notice of Intent to Award announcement, the Contractor must submit a transition plan which outlines in detail the process in which required services listed in the Statement of Work will be transitioned and how they will implement the transition from the previous Contractor in the event a new Contractor is awarded the contract.

c. Intellectual Property.

See Section 19 of Standard Terms and Conditions Attachment 2.

d. Background Checks.

Background checks are to be obtained by the Contractor online from FDLE at <http://www.fdle.state.fl.us/CriminalHistory>. A copy of the check is to be provided upon Contract Manager's request before the designated staff may work under the Contract. The Department reserves the right to reject proposed personnel based on background check information.

e. Insurance.

See Section 10 of Standard Terms and Conditions, Attachment 1.

f. Travel

No travel expenses will be paid.

g. PUR 1000

The following provisions found in PUR 1000, available at http://dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms, are not applicable to this Contract:

Section 2. Purchase Orders,

Section 3. Product Version,

Section 4. Price Changes Applicable only to Term Contracts subsections (b), Best Pricing Offer and (e), Equitable Adjustment,

Section 5. Additional Quantities,

Section 6. Packaging,

Section 8. Safety Standards,

Section 11. Transportation and Delivery,

Section 12. Installation,

Section 27. Purchase Order Duration

Section 32. Employees, Subcontractors, and Agents,

Section 39. Leases and Installment Purchases

Section 43. Cooperative Purchasing

h. Indemnification

See Section 14 of Standard Terms and Conditions Attachment 1.

i. Limitation of Liability

See Section 15 of Standard Terms and Conditions Attachment 1.

j. Remedies.

See section 16 of Standard Terms and Conditions Attachment 1.

k. Bond.

The Contractor shall provide the Department with a performance bond acceptable and payable to the Department for \$500,000 that will guarantee performance of the Contract during the entire contract period and shall include, but not be limited to payment to the Department for the reimbursement of incidental costs incurred by the Department for the scheduling of candidates, preparation and administration of the examination, and other services required by this Contract. This bond shall be issued from a reliable surety company, licensed to do business in the state of Florida and approved by the U.S. Department of Treasury.

The performance bond shall be executed and furnished to the Department prior to Contract execution and no later than twenty (20) Calendar Days after the ending date of the period for posting the intended award decision, unless the Department extends the time in writing. Failure to provide the required performance bond to the Department within the aforementioned timeframe will void the intended awardee's Response and the Department will proceed in contracting with the next highest scoring Respondent.

The performance bond shall remain in effect until the Contractor has supplied all deliverables under the Contract and the Contractor's final invoice is accepted by the Department. Additionally, the Contractor shall require that all subcontractors comply with all provisions of this bond requirement to the extent of their performance.

RFP # DFS AA RFP 1718-03

License Examination Development, Examination Administration, and Fingerprinting Services

The following provisions shall apply to the bond in this Section:

- (a) The Department shall be named as the beneficiary of the bond. The Contractor's bond shall provide that the insurer or bonding company shall pay losses suffered by Department directly to the Department. The Contractor or its insurer shall provide the Department with thirty (30) days prior written notice that the bond(s) has been renewed together and of any attempt to cancel or to make any other material changes in the status, coverage or scope of the required bond or of Contractor's failure to pay bond premiums.
- (b) Each surety bond shall be payable to the Department, or available to be drawn upon by it upon failure of the Contractor to perform pursuant to this RFP.
- (c) If a disbursement is made under the surety bond, it shall be the obligation of Contractor, and not the Department, to reimburse the provider of the instrument.
- (d) To be acceptable to the Department as surety for a performance bond, the surety company shall:
 - (i) Have a currently valid Certificate of Authority, issued by the state of Florida, Department of Financial Services, authorizing it to write surety bonds in the state of Florida
 - (ii) Have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
 - (iii) Be in full compliance with the provisions of the Florida Insurance Code
 - (iv) Have a minimum Best's Policyholder Rating of A- or Performance Index Rating of VI from Best's Key Rating Guide.

In lieu of a performance bond, the Contractor may provide an irrevocable letter of credit acceptable to the Department and payable to the Department for \$500,000 that will guarantee performance of the Contract during the entire Contract period and shall include, but not be limited to payment to the Department for the reimbursement of incidental costs incurred by the Department for the scheduling of candidates, preparation and administration of the examination, and other services required by this Contract. This irrevocable letter of credit shall be issued, to the extent applicable, under the same terms as the performance bond.

**DEPARTMENT OF FINANCIAL SERVICES
ATTACHMENT B
Evaluator Score Sheet**

Evaluation team members will assign 0 – 100 points to 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 3.6.2 of the RFP will be evaluated by a CPA on a pass/fail basis and will not receive a score.

Data Security and IT Review: The data security and information technology (IT) review referenced in Section 3.7 of the RFP will be conducted by an internal IT staff member on a pass/fail basis and will not receive a score.

Assessment	Description	Evaluator Score
Excellent	Response fully meets or exceeds minimum specifications.	90-100
Good	Response more than adequately meets the minimum specifications.	80-89
Adequate	Response adequately meets the minimum specifications.	70-79
Marginal	The response minimally addresses the evaluation criteria.	60-69
Poor	The response is missing, incomplete, or unclear.	<60

Evaluation Criteria	Section	Maximum Points	Points Awarded
- Examination Development Plan: Response demonstrates examination development plan that indicates how the test development, measurement, research, and evaluation requirements will be performed.	3.7	100	
- Examination Administration Plan: Website availability, call center, and proficient capability to provide protection of Department-owned test item banks.	3.7	100	
- Scheduling Policy: Proficient capability to adhere to ADA compliance, provide scheduling examinations, change/cancel policy, absence/lateness policy, weather delays and cancellations, and procedures to assist candidates.	3.7	100	
- References and Prior Experience: Response and references submitted indicate experience necessary to meet the Department’s needs and a history of customer satisfaction with past performance. Response narrative provides examples of prior similar services and demonstrates relevant experience.	3.7	100	
- Identification of Project Personnel, Staff Information, and Administration & Management: Response to identify the key personnel assigned to this project and how their qualifications will be beneficial to the meet the Department’s needs as noted in the Response Contents section.	3.7	100	
- Fee Collection: Ability to collect fees for examination from candidates via phone and internet methods as required in statement of work.	3.7	100	
Total Points for Response		600	

Evaluators Name: _____ Date: _____

Evaluators Signature: _____

ATTACHMENT C
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 in the instructional paragraph 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. Does the Respondent agree not to seek indemnification from the Department?

9. Does Respondent 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? *Based on the total submitted on the Price Response, including all renewal years, respond "N/A" if the goods or services to be provided are less than \$1 million.*

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

Dated this _____ day of _____ 2016.

Name of Business Entity: _____

Signed by: _____

Print Name _____

ATTACHMENT D

PRICE RESPONSE FORM

Column 1	Column 2	Column 3	Column 4	Column 5*
Initial Contract Period	Renewal Option-Year One (1)	Renewal Option-Year Two (2)	Renewal Option-Year Three (3)	Average Total (Columns 1-4)
\$____.____ per examination administered	\$____.____ per examination administered	\$____.____ per examination administered	\$____.____ per examination administered	\$____.____ per examination administered
\$____.____ per fingerprint (not including FDLE and FBI fees)	\$____.____ per fingerprint (not including FDLE and FBI fees)	\$____.____ per fingerprint (not including FDLE and FBI fees)	\$____.____ per fingerprint (not including FDLE and FBI fees)	\$____.____ per fingerprint (not including FDLE and FBI fees)

Total (Column 5 Per Examination Average + Per Fingerprint Average):

\$____.____ + \$____.____ = \$____.____

*Scores are evaluated using the Average Total of the prices of both the “per examination administered” and the “per fingerprint” prices for the initial contract period and renewal option years. The Contractor will be responsible for the prices listed in columns 1-4 only. The Contractor must indicate any administrative fee as part of their price proposal, referred to in Attachment D of this RFP.

The Respondent will provide all compensation due to the Contractor for all services identified in this RFP, the Contractor’s Response, and the Contract. All of the Contractor’s costs specified in this RFP and the Respondent’s Response must be included in the costs identified on this attachment.

I certify that this Response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal 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 RFP, 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: _____

**ATTACHMENT E
BUSINESS REFERENCE FORM**

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 response to a solicitation. For purposes of this form, the Respondent is the business entity that currently provides, 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

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.

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

- A. The response is from a certified minority-owned firm or company and the net worth of the company is _____;
- 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 _____;
- C. The response is from a Florida-based business having at least one of the following characteristics:
- 1) Fifty-one percent (51%) of the company is owned by Floridians;
 - 2) Employs a workforce for this project or contract that is at least fifty-one percent (51%) Floridians; or
 - 3) More than fifty-one percent (51%) of business assets of the company, excluding bank accounts, are located in Florida.
- D. The response is from a Florida-domiciled entity;
- E. The commodities used in this contract are manufactured, grown, or produced within Florida;
- F. The response is from a foreign manufacturer with a factory in Florida employing over two-hundred (200) employees working in Florida;
- 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.;
- H. **The response is from a company that is not eligible for any of the above preferences.**
-

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

Dated this _____ day of _____ 2016.
Name of Organization: _____
Signed by: _____
Print Name _____

ATTACHMENT H: AUTHORIZATION TRANSFER FILE

FLORIDA DEPARTMENT OF FINANCIAL SERVICES-TO-CONTRACTOR LICENSING-AUTHORIZATION TRANSFER FILE: DIVISION OF INSURANCE AGENT AND AGENCY SERVICES*

1) The following table contains the majority of the data elements the Contractor must electronically accept from the Department on the “DFS-to-Contractor-Licensing-Authorization Transfer File”. (Note: The DFS-to-Contractor-Licensing-Authorization Transfer File will be used by the Department to send the Contractor the following types of authorizations: 1.) authorizations for licensure, 2.) authorizations for candidates to sit for examinations, and 3.) authorizations directing the Contractor to print a bail bond license card. These transfer files also include Header Records, File Identifiers, File Tracking Sequence Numbers, and also Trailer Records which provides Authorization Detail Record counts.)

<u>Field Name</u>	<u>Field Comments</u>
Candidate/Licensee SSN	Candidate/Licensee’s Social Security Number
Transaction Action Type	A = Add Transaction; U = Update Transaction, Sending correction; D = Delete Transaction, Deleting previous record DFS sent to Contractor.
Photo Indicator	DFS has authorized Contractor to issue a permanent license with photograph. Y = authorized, N = not authorized
License Type	DFS has authorized Contractor to issue a license. P = Permanent, T = Temporary
Authorized TYCL	TYCL code for which examination will be given; multiple rows if multiple exams
Name	Agent Name (4 fields)
Mailing Address	Mailing address of candidate (6 Fields)
Email Address	Candidate Email Address
Home Phone Number	Home phone number of candidate
Work Phone Number	Work phone number of candidate
Authorization Date	Date of examination authorization
Current Active License	TYCL for candidate’s current active temporary or permanent license (8 fields, blank)
Temporary License Issue Date	License status date if current active license is a temporary license
Temporary License Expiration Date	Date of license expiration if current active license is a temporary license
	Note: Current Active License, Temporary License Issue Date, and Temporary License Expiration Date can have three occurrences.
Other Current Active Permanent Licenses	TYCL of candidate’s other permanent licenses. Note: there will be multiple occurrences of this field. (8 fields, blank)
Holding License	Indicates if licensee currently has a license card.
Date Sent	Date the authorization record was transferred to Contractor

License Copy Code	Indicates a request for a duplicate license. Y = duplicate requested.
Person or Firm Identifier	C = Firm; P = Individual Person
Date of Birth	Candidate's Date of Birth
Examination Expiration Date	Date examination authorization expires.
Residence Status	Y=Resident of Florida, N=Non-Resident
Invoice Override Indicator	
Profession Code	
Person Gender	F=Female, M=Male
Race	White, Black, Hispanic, Asian, Unknown
Education Level	Some College, 4 Year College Degree, High School Diploma or GED, Advanced Degree, blank
Native Language	English, Spanish, Other, blank
Application Fee Paid	Y=Yes, N=No

ATTACHMENT I: SCORE FILE
FLORIDA DEPARTMENT OF FINANCIAL SERVICES
CONTRACTOR-TO-DFS-LICENSING-SCORE

DATA TRANSFER FILE: DIVISION OF INSURANCE AGENT AND AGENCY SERVICES*

The following table contains the majority of the data elements the Contractor must electronically transmit to the Department on the “Contractor-To-DFS-Licensing-Score Data Transfer File”. (Note: The Contractor-To-DFS-Licensing-SCORE Data Transfer File will be used by the Contractor to send the Department the following types of authorization-related updates: 1.) authorizations for licensure, 2.) authorizations for candidates to sit for examinations, and 3.) authorizations directing the Contractor to print a temporary or duplicate copy of a bail bond license for an existing licensee. These transfer files also include Header Records, File Identifiers, File Tracking Sequence Numbers, and also Trailer Records which provides Authorization Detail Record counts.)

<u>Field Name</u>	<u>Field Comments</u>
Candidate SSN/FEIN	Candidate SSN/FEIN
License Number	License Id Number. (If assigned by DFS it begins with A. If assigned by the Contractor, it will begin with an alpha character other than A.) 999999 is a sequential number. Spaces if candidate does not have a License Number.
License Only Flag	“N” = if Examination was taken, Space if no examination was taken
Score Area – Occurs 3 Times	Note: Following 2 data elements repeat 3 times.
Exam TYCL Code	TYCL code for which examination was taken
Exam Grade	“N” = No Show for examination, “F” = Failed examination, or “P” = Passed examination
Exam Date	Date examination was scheduled/taken
License Issued Flag	“Y” = if license was issued, “N” = if license was not issued
License Issued Date	Date license(s) was issued.
New (Corrected) SSN	Field is used for correct SSN if Contractor received SSN correction from candidate

New (Corrected) Name	Field is used for correct candidate name if Contractor received name correction from candidate
Candidate Name	Candidate name
Resend Flag	Used by Contractor vendor if this score record is being re-sent to DFS by Contractor.
Email Address	
Corrected Email Address	
Residence Status	

Notes Regarding General Logic To Be Used By Contractor To Generate The “Contractor-To-DFS-Licensing-SCORE Data Transfer File”

1. If candidate passes an examination(s), then Contractor sends examination scores for examinations taken as well as the “Date Examination was Taken”, a flag that indicates license was issued and the date on which the license was issued.
2. If candidate does not take his scheduled examination, then Contractor sends a record indicating scheduled examination was not taken, the date for which the examination had been scheduled and also a flag that indicates no license was issued. (Note: Contractor sends “N” to indicate the candidate did not take the scheduled examination.)
3. If candidate fails an examination, then Contractor sends a record indicating the candidate failed, the date on which the examination was taken, and also a flag that indicates no license was issued. (Contractor sends “F” to indicate the candidate failed an examination.)
4. If license was issued without candidate having taken an examination, then Contractor sends a flag that indicates license was issued and the date on which the license was issued.
5. If a license copy is issued to a licensee, then Contractor sends a flag that indicates license was issued and the date on which the license was issued.
6. Data must pass data integrity rules specified by the Department.
7. The Contractor can send DFS a license number change only for a license number that was generated by that Contractor.

DEPARTMENT OF FINANCIAL SERVICES

Public Records Requirements

Addendum A

37. 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.

38. 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.

39. 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 shall 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. Failure to maintain security that results in certain data release will subject the Contractor to the administrative sanctions for failure to comply with section 501.171, Florida Statutes, together with any costs to the Department of such breach of security caused by the Contractor.

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 shall 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 shall remain property of the Department and/or become property of the Department upon receipt and acceptance. The Contractor will not possess or assert any lien or other right against or to any State Data in any circumstances.