

State of Florida
Department of Financial Services
Request for Proposal# DFS AA RFP 12/13-02

Preparation and Development of the Florida Life, Variable Annuity and Health, and Florida Industrial Fire & Burglary Study Manuals

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SECTION 1: INTRODUCTORY SECTION

1.1. Purpose

The Department of Financial Services (“Department”) is interested in obtaining competitive sealed bids from qualified vendors (“Proposer”) to provide the Division of Agent and Agency Services (“Department”), pursuant to Section 624.313 Florida Statutes, a Contractor who can develop, produce, and distribute the *Florida Life, Variable Annuity and Health; and, Florida Industrial Fire & Burglary Study Manuals* (“Manuals” includes paper or electronic documents). The Manuals will be produced on the Department’s behalf and cover the Department’s examination content outline for the following:

- Life ,Variable Annuity and Health Study Manual, including the following: Life, Credit Life/Disability, Life including Variable Annuity, Group Life, Variable Annuity, Health, Medical Expense, Disability Income, Accidental Death & Dismemberment, Health Maintenance Organizations.
- Industrial Fire & Burglary Study Manual including the following: Industrial Fire & Burglary.

The Contractor must be able to provide the high quality services and products required by the Department. The Contractor must demonstrate experience and knowledge of the study manuals’ material reflected in Florida Statutes and Insurance Code.

1.2. Purchasing Agent

The Purchasing Agent is the sole point of contact from the date of release of this RFP until selection of a successful Proposer. All procedural questions and requests for clarification of this solicitation shall be submitted in writing to:

Department of Financial Services
Attn: Gloriann McInnis, Purchasing Services
200 East Gaines Street, Larson Building
Tallahassee, FL 32399-0317
Email: gloriann.mcinnis@myfloridacfo.com
Fax: 850/487-2389

Between the release of the solicitation and the end of the 72-hour period following the agency posting of the notice of intended award, excluding Saturdays, Sundays, and state holidays, Proposers to this solicitation or persons acting on their behalf **shall** not contact any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Purchasing Agent as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a Proposal.

The Department cannot accept telephone calls from any vendor regarding a pending solicitation. Please note that questions will NOT be answered via telephone. Responses to questions will be posted on the Vendor Bid System (“VBS”) website, at http://myflorida.com/apps/vbs/vbs_www.main_menu (modifies PUR 1001 ¶5).

1.3. Purchasing Instructions and General Conditions

PUR Form 1001, General Instructions to Respondents, and PUR Form 1000, General Conditions, which, except as modified by these Special Conditions, are incorporated and are attached or available online at http://dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms

1.4. Timetable

The following schedule will be strictly adhered to in all actions for this solicitation:

<u>Date/Time</u>	<u>Action</u>
August 28, 2012	Release of solicitation
September 11, 2012 by 5:00 P.M. ET	Last day for written inquiries.
September 25, 2012, on or about	Written responses to inquiries posted.
October 9, 2012, by 3:00 P.M. ET	Proposal Submissions due.
October 30, 2012, on or about	Estimated Posting of Intent to Award.

The Department reserves the right to make adjustments to this schedule and will notify participants in the solicitation. Adjustments to the schedule will be announced to all Proposers who have expressed interest by participating in the events listed in the table above.

1.5. Proposer's Conference.

There *will not* be a Proposer's conference.

1.6. Definitions

Solicitation Definitions:

- 1.6.1 "Business days" include only Monday through Friday, inclusive, except for holidays declared and observed by the state government of Florida.
- 1.6.2 "Business hours" means 8AM to 5 PM on all business days. "Day" means business day (defined as the Department's normal working hours) unless otherwise described.
- 1.6.3 "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.
- 1.6.4 "Contract," unless indicated otherwise, refers to the contract that will be awarded to successful Proposers under this RFP.
- 1.6.5 "Contractor," unless indicated otherwise, refers to a business entity to which a contract has been awarded by the Department in accordance with a proposal submitted by that entity in response to this RFP. This may also be referred to as "Provider".
- 1.6.6 "Department" means the Department of Financial Services, or Chief Financial Officer. Terms may be used interchangeably. This may also be referred to as Buyer, Customer or "DFS".
- 1.6.7 "Desirable Conditions" designated by the use of the words "should" or "may" in this solicitation, indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of a proposal.
- 1.6.8 "Mandatory Requirements" means that the Department has established certain requirements with respect to proposals to be submitted by Proposers. The use of "shall", "will" (except to indicate simple futurity) or "must" in this solicitation indicates that compliance is mandatory. Failure to meet mandatory requirements will cause rejection of the proposal or termination of a contract.
- 1.6.9 "Minor Irregularity," used in the context of this solicitation and contract, indicates a variation from the proposal terms and conditions which does not affect the price of the Proposal or give the proposer an advantage or benefit not enjoyed by other proposers, or does not adversely impact the interests of the Department.
- 1.6.10 "Proposer" means the entity that submits materials to the Department in accordance with these Instructions, or other entity responding to this solicitation. This may also be referred to as Respondent, or Vendor. The solicitation response may be referred to as Bid, Proposal, or Response.
- 1.6.11 "RFP" refers to this Request for Proposals and includes attachments to this Request for Proposals unless stated otherwise.
- 1.6.12 "Vendor Bid System" and "VBS" refers to the State of Florida internet-based vendor information system at http://myflorida.com/apps/vbs/vbs_www.main_menu

1.7. Solicitation Terms and Conditions.

The provisions of this solicitation, including the RFP and all its attachments, shall be read as a whole. In case of conflict between provisions, provisions shall have the order of precedence listed below, where the top listed item has the highest precedence:

- The Contract (Attachment D to the RFP)
- Statement or Scope of Work sections of the RFP (Attachment C to this RFP)
- Remaining RFP Sections
- Other Attachments to the RFP
- Instructions to Respondents (PUR 1001)
- General Conditions (PUR 1000)

If there are any perceived inconsistencies among any of the provisions of the RFP and its attachments, Proposers shall bring these inconsistencies to the attention of the Department prior to the submission of the Proposal. To report inconsistencies, Proposers must submit a formal question prior to the submission of a Proposal. The Contract, Attachment D, after execution by the parties, will take precedence over the RFP document.

The Department objects to and shall not consider any terms or conditions submitted by a Proposer, including any appearing in documents attached as part of a Proposer's Proposal, which are inconsistent with or contrary to the requirements, terms, or conditions of this RFP. In submitting its Proposal, a Proposer agrees that any such inconsistent or contrary terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect, and that the Department shall not be held to have acquiesced to such term or condition. Failure to comply with terms and conditions of the RFP, including those specifying information that must be submitted with a Proposal, shall be grounds for rejecting a Proposal. [Modifies PUR 1001 ¶4]

SECTION 2: TECHNICAL SPECIFICATIONS AND SCOPE OF WORK

The scope of services being sought is for the Department of Financial Services, Division of Agent and Agency Services, Bureau of Licensing. This section addresses the specific needs of the program area. Proposers are encouraged to expand on the minimum requirements as specified:

2.1 SCOPE OF SERVICES

The scope of work to be performed includes the following:

2.1.A. Revisions of Manuals

The Contractor must annually revise the Manuals so as to maintain technical accuracy and applicability to the related state licensure examinations. Only material pertaining to the state licensure examinations shall be included in the study manuals. Revisions of the Manuals must cover all subject areas covered in the examination content outlines. Any additional information may be included, but should be separate from the examination material and identified as non-examination material. Revisions must keep the Manuals current with applicable changes in Florida law and Department

rules, all pertinent Insurance Service Office (ISO) forms, and all applicable changes in the insurance industry. Applicable changes in the insurance industry include, but are not limited to, trends, conditions, and new developments. The vendor must be able to adhere to any style and formatting requirements set by the Department and must ensure that the Manuals are made available for distribution to match the frequency of the examinations given by the current license examination vendor.

The Contractor must have and maintain sufficient experience and knowledge of the insurance industry and Florida law as to develop revisions without guidance from the Department. The Contractor will be required to make comprehensive and thorough recommendations as to updated material needed as dictated by changes in law and rules, and applicable events in the Florida insurance industry. If the Department recommends any modifications, the modifications shall be incorporated into the revisions, and the revisions shall be resubmitted to the Department for approval. The Contractor must obtain the Department’s prior written approval for all material incorporated or included in the Manuals. Any text will be the property of the Florida Department of Financial Services. The revisions to each Manual shall be subject to the approval of the Department. Revisions may not be printed, incorporated or included in the Manuals without the Department’s express written approval.

Work Tasks, Section 2.1.A.

- Revise the Manuals annually meeting all criteria as defined in Section 2.1.A.
- Manual revisions and changes must cover all material as defined in Section 2.1.A.
- Develop revisions without guidance from the Department and make modifications and recommendations as defined in Section 2.A.

2.1.B. Revision Schedule

The Contractor must be able to adhere to a revision schedule provided by the Department that begins at the end of each legislative session and ends approximately August 31 of each year. The complete revision and publication schedule is defined in Section 3. The Manuals must be available for distribution and made available for sale on November 1 of each year.

Additionally, the Contractor must attend the annual Exam Review Workshop that takes place approximately July of each year and incorporate revisions resulting from that workshop to the Manuals. The Contractor must cover all costs associated with its representatives attendance at the workshop.

The Contractor agrees to provide the services and deliverables according to the following schedule:

Revision Schedule Deliverables, Including Minimum Performance Standards*	Due Date
The Department will provide a copy of	Within 10 days of Contract Execution

the current Manuals to the Contractor with any current revisions.	
Contractor will submit draft of new edition to the Department, updated according to analysis of industry, law and rule changes.* Additionally, the Contractor will submit format and style requirements for approval as indicated in 2.D.	On or about June 15
Department will review draft and return to Contractor with requested revisions	On or about July 7
Contractor will incorporate revisions and submit second draft document to Department and provide the Department three (3) hard copies and the testing vendor with an electronic copy*	On or about July 18
Contractor will deliver twelve (12) hard copies of the approved second draft to the test development workshop*	On or about July 18
Contractor will incorporate the revisions to the Manuals which result from the Exam Review Workshop into the final drafts and deliver three (3) hard copies and an electronic copy to the Department and an electronic copy to the testing vendor*	On or about Aug 31
Department will return final approved revisions to Contractor with authorization to produce the Manuals	On or about Sept 12
Contractor will provide the Department five (5) hard copies and an electronic copy and the testing vendor with an electronic copy of the Manuals*	On or about Sept 25
Contractor will make available for distribution and sale of the approved Manuals	By November 1
Sales Report in accordance with Section 2.C*	Monthly

* Asterisk signifies Minimum Performance Standard.

Acceptance of Work and Performance Standards.

The Department will use the above standards to determine when each task will be considered acceptable. The Contract Manager may provide additional acceptance criteria during the contract period to be used for the deliverables. Failure to

accept a deliverable within twenty (20) days means automatic non-acceptance by the Department unless stated otherwise by the Contract Manager in writing.

Work Tasks, Section 2.1.B.

- The Contractor will adhere to the revision schedule as defined in Section 2.1.B., to include the annual Exam Review Workshop revisions.
- The Manuals must be available for distribution and made available for sale on November 1 of each calendar year.
- The Contractor must attend the annual Exam Review Workshop and the Contractor will be responsible for all costs associated with their attendance.

2.1.C. Monthly Sales Reports

The Contractor must deliver a Monthly Sales Report and remit fees (per Section 6) to the Department by the fifth (5th) State business day of each month for the preceding month. The report will include total number of each Manual sold and total amount due to the Department.

Work Tasks, Section 2.1.C.

- Monthly Sales Report and remittance of fees will be delivered to the Department by the fifth (5th) State business day of each month for the preceding month.

2.1.D. Style and Format

The style and format shall be in typeset, textbook format with statutory footnotes and a referenced, detailed glossary of insurance terminology. The Manuals shall contain a section for each topic covered on the exam content outline and the state licensure exam, followed by questions and answers to be used for review. The information included in the manuals will only cover the required topics as identified by the exam content outline. The format of the questions and answers must commensurate with the exam questions. The Contractor shall provide detailed specifications as to proposed form, style and technical specifications of the Manuals and are subject to review and approval of the Department. The Contractor must obtain the approval of the Manual style and format before printing and on any alternate format (CD-ROM, etc.). The Manuals must be available in paper and electronic format.

Work Tasks, Section 2.1.D.

- Manuals must adhere to style and format requirements as indicated in Section 2.D.
- Manuals will be available in both paper and electronic formats.
- Manual style and format will be approved by the Department before printing.

2.1.E. Sale, Delivery and Packaging

The Contractor must provide a detailed description of how the Manuals will be sold, packaged, and delivered for Department review and approval as part of their response to this Statement of Work. The description will include, but is not limited to, payment methods that will be accepted, how Manuals will be ordered (internet, telephone, fax),

and delivery methods and timeframes. In the event that addenda or inserts are necessary and approved by the Department, such addenda or inserts must be delivered with each individual Manual.

Work Tasks, Section 2.1.E.

- Contractor must provide a detailed description of how the Manuals will be sold packaged, and delivered as part of their response.
- Contractor must be able to provide addenda and inserts with each individual Manual.

2.1.F. Financial Consequences.

Accurate and timely delivery of Manual revisions and reports described in Section 2 and Section 3 is imperative to the success of the program area. The contract will identify some of the Work Tasks described in Section 2 as critical and associated with financial consequences because the impact of non-performance is greater for some tasks than for others. The Contractor's failure to complete Critical Work Tasks both in an acceptable manner to the Department and on time will result in substantial damage to the Department; however, the amount of damages resulting from such failure cannot be calculated with certainty. Each such failure to complete a Critical Work Task both correctly and on time is hereinafter referred to as a default. Defaults shall be deemed corrected on the date that the Critical Work Task has been correctly completed. For each default, the Contractor shall be liable to the Department for financial consequences and not as a penalty, as set forth below.

Critical Work Tasks

Critical Work Tasks include the deliverables described below. The due date for each deliverable is either linked to a specific calendar date or a specific timeline. The due dates for each task will be identified precisely in this Scope of Work or in the contract. If the specified due date falls on a weekend or holiday, the effective due date will be the next business day.

- The Manuals must be available for distribution and made available for sale on November 1 of each calendar year.
- The Contractor will adhere to the revision schedule as defined in Sections 2 and 3, to include the annual Exam Review Workshop revisions.
- Manual style and format will be approved by the Department before printing.

For each default on a Critical Work Task, the Contractor shall be liable to the Department for an amount of five hundred dollars (\$500.00) per business day from the occurrence to the correction of the default, as financial consequences for such delay, and not as a penalty.

Non-Critical Work Tasks

For Work Tasks identified in Section 2 that are not considered Critical Work Tasks as defined above, the Contractor shall submit a Corrective Action Plan to the

Department within ten (10) business days from initial written notification of the Department of any default. The Department will notify the Contractor within five (5) business days if the Corrective Action Plan is acceptable. The Department will allow five (5) business days for the Contractor to submit a clarification or revision if the plan is deemed unacceptable to the Department. Upon the Department's acceptance of the plan, the Contractor shall have, at the discretion of the Department, up to ten (10) calendar days to implement and successfully complete the agreed upon plan. For each business day the Contractor fails to timely submit a Corrective Action Plan, the Contractor shall be liable to the Department for an amount of one hundred dollars (\$100.00) per day, as financial consequences for such delay, and not as a penalty. For each business day the Contractor fails to correct the default according to the Corrective Action Plan, the Contractor shall be liable to the Department for an amount of one hundred dollars (\$100.00) per day, as financial consequences for such delay, and not as a penalty.

SECTION 3: SPECIAL CONDITIONS

3.1 PROPOSAL CONTENTS

3.1.1 Technical Bid/Proposal Content – Proposal Section 1

Section 1 Tab 1 Executive Summary

- A brief statement of the Proposer's understanding of the work to be done;
- The names, titles, addresses (including e-mail), and telephone numbers of the individuals who are authorized to make representations on behalf of the Proposer;
- Signature of person(s) authorized to legally bind the Proposer;
- Letter of Certification, signed by the Proposer, stating that
 - (a) The company or firm has the experience and knowledge of the Florida Insurance Code and Department Rules with a minimum experience of five (5) consecutive years]. If the Proposer is the local resident manager/representative for a nationwide company, this fact should be indicated in the certification. The local business address from which the firm operates, business telephone/cell phone number(s), and the name of a local contact person must also be included in the Proposal.
 - (b) Include Proposer's certification as to the accuracy of the Proposal;
 - (c) Include a statement that Proposer agrees to not seek indemnification from the Department for any costs or services.

Section 1 Tab 2 Supplier Qualifications and Supplier Information

The Proposer must provide a management plan that describes administration, management, experience, personnel, qualifications, company history, and financial information. Proposal sections responding to Section 1 Tab 2 subsection (b) are not intended to become part of the resulting contract but will be used in evaluating the Proposal.

- (a) Administration and Management

Proposer must include a description of the organizational structure established and the methodology to be used to control costs, provide service reliability, and maintain schedules; as well as the means of coordination and communication between the organization and the Department.

(b) Experience and References

(b) (1) Experience

Proposer must provide documentation of previous experience in conducting services similar to the requirements of this RFP. Experience should be reflective of the Proposer's ability to perform the services requested in this RFP.

(b) (2) References

The Proposal shall describe three (3) or more past projects that are relevant to the requirements of this RFP. A current project is acceptable as long as the system is currently in operational use. The experiences should include study manual/publication services having a minimum of five years experience], and include development and delivery. For each project, include:

1. Project title, client organization, and project reference, with phone and email address;
2. Period of performance (initial and final). Explain any delay in project completion;
3. Contract value (initial and final). Explain any growth in contract value;
4. The degree to which the project was successful with respect to Department acceptance, success in meeting organizational goals, on-time completion of project, and on-budget delivery of project;
5. Describe any similar requirements to this RFP and correlate functions to the requirements of this RFP, as found in Section 2 of this RFP.

The Proposer shall complete the Client Reference Survey form, Attachment E and include it with the Proposal.

Failure to comply will not be considered a minor irregularity and Proposals that fail to meet these mandatory minimum requirements will be rejected and considered no further in the evaluation process.

(c) Identification of Project Personnel

Proposer must provide the name and title of each individual who will be engaged in this project. Include a description of the functions and responsibilities of each person relative to the task to be performed.

Proposer must include a listing of all persons who will work on this project together with their experience and qualifications. All of Proposer's personnel assigned to this project will be subject to State approval. As part of the Minimum Qualifications, the Proposer will designate specific

members of the project team considered to be essential to the services to be provided as key personnel. Key personnel will be those assigned to agreed-upon key roles. Key roles should be defined within the proposed organizational structure and fulfill the Minimum Requirement of a designated support team for the Services. The State requires that the Proposer's Contract Manager is on the designated key personnel list. State the number of Florida jobs that will be created by the Proposer in performance of the proposed Contract.

(d) Staff Information

List all staff assigned to this project, including any subcontractors. The following information must be provided for each:

- Name;
- Title;
- Specific work or role to be performed and/or services to be provided. All personnel named for key roles shall be clearly designated as such;
- Description of qualifications and relevant experience that makes proposed individual suitable for designated role on this project;
- Percentage of time to be dedicated to this project if the Proposer is selected, and the number of other projects currently assigned;
- Any additional information that indicates the individual's ability to aid the Proposer in successfully performing the work involved in this solicitation; and
- Résumé.

Subcontractors may be used. However, the vendor will be responsible for meeting the timeframes provided regardless of delays caused by a subcontractor.

(e) Location of work.

Provide a summary of the Proposer's locations and staffing in Florida. Provide a summary of the Proposer's ability to respond to the need for local contacts from the Department and the local communities served by the Department. All staff assigned by Contractor to work on the Project will perform their duties primarily at designated Project facilities in Florida, unless otherwise authorized by the Department. Without limiting the generality of the foregoing, Key Personnel will primarily work on-site at the project facilities described in the Project Plan (as defined in Sec. 1.6) in the form accepted by the Department. Selected Contractor personnel may be assigned office space to be shared with Department personnel.

Section 1 Tab 3 Identical Tie Response Preference (Optional)

Whenever identical solicitation responses are received, preference shall be given to the Proposal certifying in accordance with Section 60A-1.011, Florida Administrative Code and Florida Statutes. It is optional to include an attached Identical Tie Response Form attached as **Attachment B**, if applicable to the Proposer.

Section 1 Tab 4 Provide Proposer(s) Financial Statements

The Proposer will include independent evidence of sufficient financial resources and stability for Proposer(s) to provide the services sought, such as audited financial statements that includes balance sheets and income statements for the past two fiscal years. If the Proposer is, or has provided financial services to the State of Florida, provide information on such service. The Department retains the right to request additional data pertaining to the Contractor ability and qualifications used to accomplish all work in this RFP, as it deems necessary to ensure competent and satisfactory work.

Note: If Proposer does not have the materials requested under this Tab, or does not have all of them in the format requested, Proposer may substitute other material which Proposer believes provides as much of the same information with the same degree of reliability as possible.

3.1.2 Technical Approach and Qualifications Requirements-- Proposal Section 2

Section 2 Tab 1: Scope of Services

Provide a concise summarization of the products and services offered to meet the State's needs; the Proposer's approach to providing the services, to include the Proposer's recommendations for handling study material as it pertains to the licensure examination; the benefits that the State will derive from completing the project; and documentation as to why the Proposer is best qualified to perform this engagement. Identify each by number associated with each product or service identified in **Attachment C, Scope of Services/Specifications**.

3.1.3 Pricing/Cost Proposal (THIS INFORMATION SHALL BE SUBMITTED SEPARATELY FROM ALL OTHER PROPOSAL SUBMISSION DOCUMENTS.

The proposal must contain a signed, separately sealed, **Price Proposal (Attachment A)**. The Proposer shall provide complete and detailed pricing information as required by Attachment A.

The Contractor agrees, as complete compensation for all services rendered under this contract, to collect from each purchaser of the Manuals the price of the Manuals as indicated in the price proposal, Attachment A. Further, the Contractor shall agree to each of the following terms:

- The price to be charged by the Contractor for the Manuals shall not exceed the price indicated in the price proposal, Attachment A, which shall be the maximum price charged by all distributors excluding Florida sales tax, to the ultimate user during the initial contract period or any period of extension.
- The price of the Manuals shall include a five dollar (\$5.00) fee to the Department for each Manual sold, paper or electronic.

- The respondent shall provide the Department an accurate accounting system to track each five dollar (\$5.00) fee remitted to the Department.
- Any discounts given any purchaser for the maximum price shall reflect only reasonable quantity discounts.
- No special prices shall be afforded on the basis of membership in an insurance related entity.
- The Contractor shall be responsible for the collection, reporting and remittance of all applicable sales tax in accordance with the sales tax statutes and regulations of Florida.

3.1.4 MANDATORY DOCUMENTS AND REQUIREMENTS

All Proposals received will be screened for compliance with these minimum qualifications. Any Proposal that does not demonstrate satisfaction of the minimum qualifications will not receive any further consideration. The mandatory minimum qualifications are:

1. The Proposal must be delivered timely.
2. The Proposal must include an original of the Technical Proposal and SEPARATELY SEALED Price/Cost Proposal. Also include five (5) paper copies of the Technical Proposal and five (5) digital copies (compact disks) of each Technical Proposal (Submit CDs not containing the Cost Proposal). {modifies PUR 1001 ¶ 3]
3. The Technical Proposal must include all Mandatory Requirements listed in the RFP, and respond to all requirements in Section 2, and must include all mandatory forms and attachments.
4. The Technical Proposal must include evidence of Proposer's qualifications.
5. The separately sealed Price/Cost Proposal must include the proposed price and a signature by an authorized representative of the Proposer.
6. Proposer shall submit a redacted version of the Proposal if Proposer considers any portion of the documents, data or records submitted in reply to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority as required by RFP Sec. 3.4.6. Proposer must also simultaneously provide the Department with a separate redacted copy of its Proposal in the following format of one (1) CD and one (1) hard copy. This redacted copy shall contain the Department's solicitation name, number, and the name of the Proposer on the cover, and shall be clearly titled "Redacted Copy."

Proposals shall be considered **nonresponsive if they contain disclaimers** in either a technical or price Proposal that the Proposal is for evaluation purposes only and should not be interpreted as a binding offer or commitment on the part of a Proposer. [Infinity v. DOE (and Microsoft), Case No. 011/11001662, Div. of Admin. Hearings, at 24 (June 7, 2011)]

Proposers are further reminded that conditions and specifications, which are considered mandatory requirements are expressed with the word “shall” or “must” in the description of the requirement. RFP Proposals that fail to demonstrate both willingness and ability to comply with such a condition or specification will be considered non-responsive and will be disqualified.

3.2 SUBMISSION INSTRUCTIONS

3.2.1 Costs

Proposals shall be prepared simply and economically. The Department is not liable for any cost incurred by a Proposer in responding to this solicitation. The Proposer is required to examine carefully the contents of the solicitation and be thoroughly informed regarding all of its requirements.

3.2.2 Format and Copies

- (a) In responding to the requirements in each section, structure your Proposal to match the order of any sub-headings in the section as presented in the RFP, to facilitate the comparison of your offer to the agency’s requirements.
- (b) Sealed Proposals must be received in the Purchasing Office, Attention: Gloriann McInnis at the 200 East Gaines Street, Larson Bldg., Purchasing Services, Tallahassee, FL 32399-0317 by the deadline listed in the Timeline in Section 1.4. All Proposals received by the deadline will be opened in the Purchasing Office at that time. Mark the Proposal package (box of binders as described below) clearly on the outside of the package with: PROPOSAL NUMBER, DATE AND TIME OF PROPOSAL OPENING mark each binder in the package as noted below. (This submission requirement replaces the electronic submission instructions in PUR 1001 ¶ 3.)
- (c) The "original" Proposal will contain the originals of any documents required to be signed as part of the proposal submission (e.g., cover letter). The original Proposal as submitted should bear the following printed information on both its outside front cover, and on its spine:
 - [Proposers exact legal name, in which name the contract would be awarded]
 - Proposal regarding RFP # _____
 - ORIGINAL, Binder __ of __
- (d) Include with the copies of the proposal photocopies of signed documents. Bind each copy in a 3-ring binder(s) just as the original, with a complete and exact duplicate of the original. For each copy, all sections may be contained in one binder clearly labeled at each section and tab. Each copy of the proposal should bear the following printed information on both its outside front cover, and on its spine:
 - [Proposer’s name in which the contract would be awarded]

- Proposal regarding RFP # _____
- Copy # ____, Binder __ of __

(e) Also, Proposer shall submit a redacted version of the Proposal as required by RFP Sec. 3.4.6 which states that if Proposer considers any portion of the documents, data or records submitted in reply to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, Proposer must also simultaneously provide the Department with a separate redacted copy of its Proposal. This redacted copy shall contain the Department's solicitation name, number, and the name of the Proposer on the cover, and shall be clearly titled "Redacted Copy."

3.2.3 Communications.

Notice required by statute: Proposers to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a Proposal.

No decisions or actions shall be initiated or executed by the Proposer as a result of any discussions with any Department employees. Only communications which are in writing from the Department may be considered as duly authorized communications on behalf of the Department. During selection the Proposer, its agents and employee will not engage in any written or verbal communication with any Department employees whether or not such individual is assisting in the selection, regarding the merits of the Proposer or whether the Department should retain or select the Proposer. The Proposer will not engage in any lobbying efforts or other attempts to influence the Department or the evaluation team, in an effort to be selected. The selection period shall begin according to the Timetable in Section 1.4.

3.3 EVALUATION PROCESS

Proposals shall be opened on the date and at the location indicated on the Timeline. Proposers may, but are not required to, attend. **Prices will not be read at the RFP Opening.**

3.3.1 Evaluation Team

An evaluation team consisting of at least three members, appointed in writing by the Department, will evaluate the Proposals.

3.3.2 Determination of Conformance

Proposals must satisfy certain mandatory minimum requirements in order to proceed into the detailed evaluation phase. All Proposals will be reviewed for compliance with these mandatory minimum requirements. Evaluators will verify that all mandatory technical

requirements are met and addressed. Proposals that meet these requirements will be accepted into a detailed evaluation phase. **WARNING:** Proposals that fail to meet these mandatory minimum requirements will be rejected and considered no further in the evaluation process.

The objective of this solicitation is to elicit firm contractual offers subject to the Department's acceptance. For a proposal to be responsive the respondent must be committed to enter into a contract based on this RFP and the respondent's proposal. If a proposal contains language which withdraws or negates commitments to requirements of the RFP, or qualifies the proposal such that it is not a firm offer to contract under terms consistent with the requirements of this RFP, the submission shall be subject to being deemed nonresponsive and rejected. Respondents are cautioned to carefully proofread responses to ensure the removal of boilerplate disclaimers which have the effect of negating commitments made elsewhere in the proposal.

3.3.3 Technical Bid portion of the Proposal

Each team member will evaluate their copy of the Proposal independent of the others and provide a score on each section of the Technical Proposal, based on the evaluation criteria.

The Department may request oral presentations from any or all of the Proposers. The Purchasing Office will coordinate and conduct the presentations.

3.3.4 Price/Cost Proposal

The Purchasing Officer will open the Price/Cost Proposals and they will be evaluated separately.

3.3.5 Evaluation Criteria

The total value of points possible equals 190 points. Proposals will be evaluated on the following criteria table as to the extent to which the proposal indicates and/or demonstrates the ability and willingness to meet the Department’s needs as based on Scope of Services 2.A. and Proposal Contents - Executive Summary 3.1. The following criteria is not necessarily listed in order of relative importance. Award may be made to the Proposer with the greatest number of total points.

Technical Evaluation Criteria	Section	Maximum Points
2.A. Scope of Services		
- Revisions of Manuals: Proposal indicates the ability and willingness to meet the Department’s needs regarding the revision of manuals as described in Scope of Services.	2.1.A.	10
- Revision Schedule: Proposal provides for control and accountability suitable to meet the needs of the Department as outlined in the Scope of Services.	2.1.B.	10
- Monthly Sales Reports: Proposal demonstrates a vendor’s ability to generate reports which provide the information	2.1.C.	10

required by the Department in a way which best meets the Department's need for content timelines and usability as identified in the Scope of Services.		
- Style and Format: Proposal indicates the ability and willingness to meet the Department's needs regarding the style and format of the manuals as described in the Scope of Services.	2.1.D.	10
- Delivery and Packaging – Proposal indicates the ability and willingness to meet the Department's needs regarding the sale, delivery and packaging of manuals as described in Scope of Services.	2.1.E.	10
Total Points for Section 2.A.		50
3.1 Proposal Contents – Executive Summary		
- Administration and Management	3.1.1.	10
- Experience and References: Proposal and references contacted indicate experience necessary to meet the Department's needs and a history of customer satisfaction with past performance.	3.1.1.	30
- Identification of Project Personnel: Proposal 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 Proposal Contents section.	3.1.1.	10
- Staff Information: Proposal to identify a list all staff and any subcontractors with the information requested as to how they duties and qualifications will be beneficial to meet the Department's needs as noted in the Proposal Contents section.	3.1.1.	10
- Location of Work: Proposal to identify location of key personnel and their ability to best meet the Department's needs of the in responding to local contacts from the Department and the local community as noted in the Proposal Contents section.	3.1.1.	10
- Financial Statements: Proposal demonstrates the financial capacity to perform the services being procured.	3.1.1.	10
Total Points for Section 3.1		80
Total Points for Technical Proposal		130

COST PROPOSAL – Total value for Cost Proposal is 60 points.

Lowest Compensation base (L) proposed divided by the proposed compensation base being considered (PC) multiplied by the maximum point score available in this category. Formula: $(L/PC) \times 60 = \text{point score for this category.}$

3.3.6 Reservations

The Department reserves the right to reject any and/or all Proposals, or to waive minor discrepancies if it is in the Department's best interest to do so. The Department may, by written notice, revise and amend the solicitation before the due date for the Proposal. In

addition, the Department reserves the right to withdraw and/or cancel this solicitation at any time, at no cost to the State, prior to a duly authorized and executed contract.

3.3.7 Contract

The contract shall be awarded by written notice to the responsible and responsive vendor, whose proposal is determined in writing to be the most advantageous to the state, taking into consideration the price and other criteria set forth in the Request for Proposals. The Department will coordinate a contract for signature, substantially in the form attached as Attachment D, between the Department and successful Proposer, who will be the Contractor, that incorporates this solicitation and the Proposer's Proposal as soon as possible after the posting of the notice of award on the Vendor Bid System (VBS) website, at http://myflorida.com/apps/vbs/vbs_www.main_menu.

After selection of the Contractor, the Request for Proposals (including addenda thereto, if any), the Proposal of the Contractor, and the executed Contract will constitute the entire agreement of the parties and will supersede any prior representations, commitments, conditions, or agreements between the parties. In the event of conflict among the terms and conditions of the various documents, the Contract shall prevail over the Request for Proposals and the Request for Proposals shall prevail over the terms of the Proposal. The term "Proposal" includes both the Technical and Price Proposals submitted in response hereto.

The Contract shall be substantially in the form attached as Attachment D to the RFP, with only such non-substantive changes therein as shall be necessary to the orderly administration of the program/Project.

Modifications as noted in response to the Proposers' questions and any other Addenda to the RFP are incorporated into the RFP. The Department reserves the right to amend this Request for Proposals by an addendum prior to the date for Proposal submission. If there are any perceived inconsistencies among any of the provisions of the RFP and its attachments, Proposers shall bring these inconsistencies to the attention of the Department prior to the submission of the Proposal.

3.4 ADDITIONAL CONTRACT TERMS

3.4.1 Entire Contract; Order of Precedence.

The Contract document (substantially in the form attached to the RFP as Attachment D), the Department's solicitation including attachments and addenda, and Proposer's Proposal and in that order, state all of the rights and responsibilities of, and supersede all prior oral and written communications between the parties. The Department objects to and shall not consider any terms or conditions submitted by a Proposer, including any appearing in documents attached as part of a Proposer's Proposal, which are inconsistent with or contrary to the requirements, terms, or conditions of the RFP. In submitting its Proposal, a Proposer agrees that any such inconsistent or contrary terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

3.4.2 Renewal and Termination

By mutual agreement of the parties, and pursuant to section 287.057(13), Florida Statutes, **the Department may renew** the Contract for a three (3) year period. The Department shall have the right to terminate or suspend the Contract, by providing the Contractor thirty (30) calendar days written notice. The Contractor shall not perform any Services after it receives the notice of termination, 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.

3.4.3 Scrutinized Companies Certification. [NEW]

Florida law requires a clause in a contract (see Sec. 8 (d) of the form of Contract, Attachment D) for goods or services of **\$1 million or more** with for-profit companies, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities. Before the company enters into or renews a contract with an agency or governmental entity for goods or services of \$1 million or more, the Contractor must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. (See <http://www.state.gov/s/ct>)

3.4.4 Transportation and Delivery.

Unless otherwise specified herein, the Contractor must be able to assume all obligations and provide all services specified in the contract upon initiating the contract.

3.4.5 Acceptance. (Contract Sec. 5 modifies PUR 1000 ¶13)

The Department will accept each Deliverable when it meets the performance measures and requirements of the Contract. Unless noted otherwise in the Revision Schedule in section 2.1.B., 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 acceptance review will identify any nonconformities which the Department will provide in writing to the Contractor. 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 business days upon redelivery of the Deliverable to confirm the nonconformity has been corrected and report any continuing nonconformity. The Statement of Work contains the financial consequences for nonperformance of a deliverable.

Dispute Resolution. [see Contract Sec. 14(b)]

Insurance [see Contract Sec. 7.]

3.4.6 Public Records.

1. Temporarily Confidential Records: Sealed bids, proposals, or replies filed in response to this competitive solicitation are temporarily exempt from public record requests. Pursuant to section (s.) 119.071(1)(b), Florida Statutes (F.S.), these Responses are exempt only until the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Notwithstanding any contractual provisions to the contrary, the Department is obligated to make available for inspection or copying any non-exempt public record pursuant to the requirements of chapter 119, Florida Statutes, the Public Records Act, and Article I, s. 24 of the State Constitution (collectively Public Records Law). As such, upon receipt of a request to inspect or copy a Response to this competitive solicitation, the Department will make Responses to this competitive solicitation that are no longer exempt pursuant to s. 119.071(1)(b), F.S., available for inspection or copying upon receipt of a public record request as required by Public Records Law.

2. Confidential Trade Secret Information: The Department does not solicit or desire a Respondent's trade secrets to be included as part of a Response to this procurement. Pursuant to s. 812.081, F.S., a person who claims that information is a trade secret must take measures to protect such information and to prevent it from becoming generally available. As such, if Respondent includes in its Response information that Respondent considers to be a trade secret that meets the definition provided in s. 812.081, F.S., Respondent shall file a notice of trade secret with the Department that puts the Department on notice that Respondent has included trade secret information in its Response. Furthermore, if a Respondent reserves the right to assert that a portion of its response is a trade secret, Respondent shall provide the Department with an additional copy of its Response that has been redacted to conceal only that information that Respondent claims to be a confidential trade secret meeting the definition of a trade secret as provided in s. 812.081, F.S., and is clearly identified as having had trade secret information redacted that is labeled "CONFIDENTIAL TRADE SECRETS."

3. Other Confidential Records: In the event the Department requests sensitive data processing software documentation, technology security systems and procedures, and other information deemed confidential or exempt from the Florida Public Records Act, then the Respondent shall place such information in a sealed separate envelope provide the Department with an additional copy of its Response that has been redacted to conceal only that information that the Respondent claims to be confidential.

4. If a public record request is made for a Response to this competitive solicitation, the Department will notify the Respondent of such request if Respondent has provided the Department with a notice of trade secret. If the Department receives a public records request related to the Response, the Respondent shall be solely responsible for taking whatever action it deems appropriate to legally protect its claim of exemption from the public records law. The Contractor should be prepared to defend against their release if the Contractor decides that such documents, data or information should not be disclosed in response to a public record request. The Department will not provide access to the confidential information of the Contractor, including but not limited to information

identified by the Contractor as confidential pursuant to s. 812.081, F.S., to any other party without first providing notice to the Contractor. The Contractor shall notify the Department in writing within ten (10) business days of receipt of such notice from the Department, whether it intends to defend the confidentiality of such public records. The Contractor shall file an action to prevent disclosure within an additional three business days. If not filed within such time, the Contractor is deemed to have released the Department from liability for disclosure of the applicable public records. Any prospective vendor acknowledges that the protection afforded by s. 815.045, F.S., is incomplete, and it is hereby agreed that no right or remedy for damages arises from any disclosure. (Modifies PUR 1000 ¶33 and PUR 1001 ¶19). The Respondent shall retain such records for the longer of three years after the expiration of the Contract or the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dhis.dos.state.fl.us/recordsmgmt/gen_records_schedules.cfm).

3.4.7 Modification of Terms.

Any terms and conditions that the Proposer provides with or before or after delivery that attempt to modify the Contract or add additional restrictions of usage, license conditions, or requirements have no effect and are not enforceable under the Contract. (modifies PUR 1000 ¶42) Any proposed agreement submitted in the Proposal shall not contain any provisions, unless such provisions are expressly negated in the Proposal, which:

- (1) are inconsistent with Florida law,
- (2) exclude, prohibit, or negate other contract documents,
- (3) subject the State of Florida to the jurisdiction of another state, or
- (4) provide that the State will indemnify the Proposer or any other person.

All work materials developed or provided by the contractor under this contract and any prior agreement between the parties shall be deemed to be work made for hire and owned exclusively by the State of Florida, Department of Financial Services.

All elements of custom software developed within the scope of the Contract shall be exclusively owned by the Department of Financial Services and shall be considered works made for hire for the Department of Financial Services.

Proposer agrees to provide to the Department as part of the annual maintenance service hereunder all revisions, updates, improvements, modifications and enhancements ("Update") to each licensed software program ("Program") and/or item of equipment. An Update, once incorporated by the Department into the Department's System, shall be considered part of the System for all purposes hereunder and shall not cause a loss of existing functionality. All such Updates will be provided free of charge. A product providing new, improved, or altered service performance which provides the same functionality as any equipment or Program provided hereunder shall be deemed an Update. Provision of maintenance hereunder shall not be contingent on Department upgrades or acceptance of Updates.

3.4.8. Background and employment eligibility verification

(a) E-Verify Employment Verification

1. Under the Governor's Executive Order 11-116, the Contractor must participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" with the federal Department of Homeland Security governing the program 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 thirty 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 Program. Information on "E-Verify" is available at the following website:
http://www.dhs.gov/files/programs/gc_1185221678150.shtm
2. The Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program 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 Program and make such record(s) available to the Department upon request.
3. Compliance with the terms of this Employment Eligibility Verification provision will be an express condition of the Contract and the Department may treat a failure to comply as a material breach of the Contract.

3.4.9. Limitation of Liability.

(a) The Indemnification provisions of RFP and its incorporated PUR 1000-19 shall apply with the following clarifications, except that each party shall be responsible for its own attorney fees. The procedures set forth below shall apply to all indemnity obligations under this Contract. (except as otherwise expressly provided below):

1. The Contractor shall be fully liable for the actions of its agents, employees, partners, or Subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to:
 - a) Any claim by, on behalf of, or pertaining to a Contractor Subcontractor or Contractor personnel in relation to the Contract or the Services. In the case of a claim by employees of Contractor (or of any of its Subcontractors), Contractor's indemnification of the State and Customers will be to the same extent as if the claim was made by a person who is not an employee of Contractor (or its Subcontractor) – i.e., the Contractor's indemnification obligations to the will not

be subject to any limitation of the Contractor's liability to the person claiming injury under workers' compensation or similar Laws;

- b) Any claim that, if true, would constitute a breach of the Contractor's obligations with respect to any Confidential Information or data security;
- c) Any claim that any Personal Information (as defined in Sec. 817. 5681, F. S.) was misused or improperly disclosed due to any act or omission of the Contractor (or any entity or person for which the Contractor is responsible);
- d) Any claim that, if true, would arise from or be attributable to a breach of Contractor's obligations to comply with Laws;
- e) Any claim that, if true, would arise from or be attributable to a breach of the Contractor's warranties regarding non-infringement of Deliverables;
- f) Any claim that, if true, would arise from or be attributable to fraud, theft, or embezzlement by any Contractor (or Subcontractor) personnel;
- g) Any claim that, if true, would arise from or be attributable to an intentional tort, willful misconduct (including intentional breach of contract), unlawful conduct, or gross negligence of the Contractor (or any entity or person for which the Contractor is responsible);
- h) Personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Contractor, its agents, employees, partners, or Subcontractors,

2. However, the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State.

(b) Notwithstanding anything to the contrary, nothing in this section will be construed to impose any limitation on compliance with Rule 60A-1.006 (3), F.A. C.

Security and Confidentiality. See contract Sec. 6

Part II. SUPPLEMENTAL SPECIAL CONDITIONS

3.4.1.2. Duty of Continuing Disclosure of Legal Proceedings.

Provide a statement fully describing any investigatory or regulatory action, that has been undertaken and/or filed against your firm or any of your affiliated subcontractors (that will be associated with performing any of the duties or responsibilities contemplated by RFP), in the last three years. Additionally, please describe any litigation that has been filed against your firm or such subcontractors. If an action has been filed, please identify

the court, administrative tribunal, or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been taken against your firm or subcontractors, provide a statement to that effect.

A regulatory investigation, dispute, action, or other litigation shall be a basis for rejection of a reply if the Department determines that such a circumstance poses any risk that the Proposer may be compromised in its ability to perform the services sought in the RFP, or would tend to undermine the public trust, or would cause a lack of confidence in the propriety of the Proposer, or would otherwise result in a perceived detriment to the State.

3.4.1.3. Consider additional reservations: Reservations.

Proposals to this solicitation will be the primary source of information used in the evaluation process; therefore, each Proposer is requested and advised to be as complete as possible in its Proposal. Additional information may be requested by the State, including requests for oral presentation, interviews, or software demonstrations, from Proposers who, based upon the results of an initial evaluation outlined in Section ____, have proposed solutions that appear to meet the needs of the State of Florida. The State may conduct site visits to locations where proposed solutions are in operation or in the process of being implemented. The Department reserves the right to accept portions of a competing Proposers' Proposals(s) and merge such portions into one project, including the inclusion of the entity offering such portions. Components may be chosen and merged from various Proposers to provide the commodities and services sought. However, there will be one prime contractor selected to be responsible.

3.4.1.4. Data Protection.

(a) No Department data or information will be transferred or stored offshore or out of the United States of America.

(b) Access to Department data shall only be available to approved and authorized staff, including remote/offshore personnel, that have a legitimate business need. If that need changes, then access shall be removed promptly. Contractor shall encrypt all data transmissions. Remote data access must be provided via a trusted method such as SSL, TLS, SSH, VPN, IPsec or a comparable protocol approved by the Department.

(c) 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 Contractor's breach of data security or the negligent acts or omissions of Contractor related to this subsection.

(d) All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of 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, including, but not limited to, Rule Chapter 71A-1, security procedures, business operations information, or commercial proprietary information in the possession of the State or the Department.

3.4.1.5. No Advertising or Endorsements.

The Contractor's services to the Department may be generally stated and described in the Contractor's professional resume. The Contractor may not give the impression in any event or manner, that the Department recommends or endorses the Contractor.

3.4.2.0. Export Control.

Contractor certifies that by entering into this contract, it is, and during the term will ensure it remains, in compliance with the U.S. export control laws.

3.4.2.1. Conflict of Interest.

During the term of the Contract, Contractor shall not knowingly employ, subcontract with, or sub-grant to any person (including any non-governmental entity in which such person has an employment or other material interest as defined by section 112.312 (15), Florida Statutes) who is employed by the State or who has participated in the performance or procurement of the Contract, except as provided in section 112.3185, Florida Statutes.

3.4.2.2. Substitutions.

Price proposals and acceptance will be limited to the items and services required by the specifications in this RFP. Proposer may propose substitute items or services for any specifications in this RFP. These items or services may be accepted at the option of the Department, provided there is equivalent performance with economic benefits or significantly enhanced performance.

Minimum Qualifications for Acceptance of Substitutions:

- The substitute item shall meet or exceed the applicable requirements and specifications set forth in this RFP.
- Any substitute item shall be compatible with existing deliverable at the time the substitute is proposed for use.
- The substitute item or service shall have the capacity and performance characteristics equal to or better than those of the item it is to replace.
- The substitute item or service shall offer the same or increased functionality as the item it is to replace.
- The substituted item must be approved, in advance, by the Department.
- With any commodity offered as an equivalent, the Proposer must certify that it has consulted with the manufacturer and can represent it is not scheduled to be discontinued by the manufacturer within the next year; and if the manufacturer

does discontinue the commodity, the Proposer shall certify that it will replace such part at no cost to the Department.

3.4.2.3. Force Majeure

In addition to the Force Majeure provisions of PUR 1000, the following applies: The Contractor will promptly notify the Department upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any Services. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

ATTACHMENT A: PRICE PROPOSAL

	Per Life, Variable Annuity & Health Manual	Per Life, Variable Annuity & Health CD-ROM or other electronic format	Per Industrial Fire & Burglary Manual	Per Industrial Fire & Burglary CD-ROM or other electronic format
***Initial Term	\$____.____	\$____.____	\$____.____	\$____.____
Three (3) Year Renewal Term	\$____.____	\$____.____	\$____.____	\$____.____

*****Figure will be used for basis of awarding Cost Points.**

The Manual users will provide all compensation due to the Contractor for all services identified in this Scope of Work, the Contractor's response, and the contract. All of the Contractor's costs specified in this Scope of Work and the Proposer's proposal must be included in the costs identified on this attachment.

I certify that this Proposal 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 Request for Quote and certify that I am authorized to sign this Request for Quote for the Proposer and that the Proposer is in compliance with all requirements of the Request for Quote, including but not limited to, certification requirements.

PROPOSER NAME: _____

(Company)

PROPOSER ADDRESS: _____

(City/State/Zip) _____

PROPOSER PHONE: _____

PROPOSER E-MAIL CONTACT: _____

AUTHORIZED REPRESENTATIVE:

(Printed) _____

AUTHORIZED SIGNATURE: _____

DATE: _____

ATTACHMENT B

Identical Tie Response Certification

In the event of identical tie Proposals, preference shall be given to the Proposer who (check the applicable block) certifies one or more of the following:

____A. The response is from a certified minority-owned firm or company;

____B A veteran owned business certified according to s. 295.187, F.S.

____C A Florida-based business having at least one of the following characteristics;

- 1) Fifty-one percent of the company is owned by Floridians; or
- 2) Employs a workforce for this project or contract that is at least 51% Floridians; or
- 3) More than 51% of business assets of the company, excluding bank accounts, are located in Florida

If not a Florida-based business as defined in Paragraph C above, attach a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all

____D . The response is from a Florida-domiciled entity

____E. The commodities are manufactured, grown, or produced within this state;

____F. Foreign manufacturer with a factory in the State employing over 200 employees working in the State.

____G. Businesses with drug-free workplace programs. Whenever two (2) or more solicitation Responses which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a solicitation Response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie solicitation Responses will be followed if none of the tied Proposers have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under solicitation a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees, as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

I certify that this firm complies fully with the above-selected requirements. (If item E above is selected, subsections "1" through "6" have been met.)

Contractor's Name: _____

Authorized Signature: _____

ATTACHMENT C

CONTRACT

between the Department of Financial Services and [Insert contractor's name]

THIS CONTRACT ("Contract") is entered into by and between the State of Florida, Department of Financial Services, 200 East Gaines Street, Tallahassee, Florida 32399-0318 ("Department") or its successor, and _____ ("Contractor"), effective as of the last date signed below.

WHEREAS, the Department has determined that it is in need of certain services as described herein DFS AA RFP 1213-02; and

WHEREAS, the Contractor, as an independent contractor of the Department, has the expertise and ability to faithfully perform such services; and

WHEREAS, the Department has determined that it is in need of certain Life, Health & Annuity and Industrial Fire & Burglary study manuals preparation and distribution services as described herein as authorized by Chapter 626, Florida Statutes and F.A.C. Rule 69B-211-.260.

NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. Services and Deliverables.

The Contractor agrees to render the services or other units of deliverables as set forth in the Contractor's accepted proposal responding to the Department's Request for Proposals (RFP) for services, RFP # DFS AA RFP 12/13-02 and its Attachments. The Contractor's performance shall be subject to all the terms, conditions, and understandings set forth in said RFP and the attachments to the RFP and PUR 1000 and 1001 incorporated by reference into the RFP, copies of which are attached hereto.

2. Delivery Schedule.

The services or other units of deliverables specified in Paragraph 1 above shall be delivered or otherwise rendered on behalf of the Department in accordance with the schedule in the Contractor's accepted proposal and consistent with the RFP. The Contractor's performance shall be subject to all the terms, conditions, and understandings set forth in said RFP and the attachments to the RFP.

3. Term of Contract.

The term of the Contract is three (3) years, beginning upon contract execution and is subject to renewals. By mutual agreement of the parties, and pursuant to section 287.057(13), Florida Statutes, the Department may renew the Contract for three (3), one (1)- year periods. The renewal shall be contingent upon availability of funds and satisfactory performance by the Contractor. The renewal price is set forth in Attachment A. No other costs for the renewal may be charged. Any renewal is subject to the same terms and conditions as the original contract. The Department shall have the right to terminate or suspend the Contract, by providing the Contractor thirty (30) calendar days

written notice. The Contractor shall not perform any Services after it receives the notice of termination, 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.

4. Payment.

(a) Subject to the terms and conditions established by this Contract and the billing procedures established by the Department, the Department agrees to pay the Contractor for services rendered.

(b) Vendor Rights. Contractors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) business days to inspect and approve the goods and services, unless the Proposal specifications, purchase orders or Contract specifies otherwise. An agency has 20 calendar days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 calendar days are measured from the date the invoice is received after the goods or services are received, inspected and approved. The Department is to approve the invoice in the state financial system within 20 calendar days.

If a payment is not available within 40 calendar days, a separate interest penalty, computed at the rate determined by the State of Florida Chief Financial Officer pursuant to section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. To obtain the applicable quarterly interest rate, please refer to <http://www.myfloridacfo.com/aadir/interest.htm>. Invoices returned to a Contractor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the State agency with the proper tax payer identification information documentation to be submitted before the prompt payment standards are to be applied. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment.

A Vendor Ombudsman has been established with the Department of Financial Services. 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) Expenses. The Contract is a fixed price contract with invoicing after approval of the final deliverable, and no separate expenses or travel will be paid

(e) Payment Processing. All charges for services rendered or for reimbursement of expenses authorized by the Department in accordance with Paragraphs 3 and 4 shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed. All payments for professional services and authorized expenses, including travel expenses, will be paid to the Contractor only upon the timely and satisfactory completion of all services and other units of deliverable such as reports, findings and drafts, which are required by Paragraphs 1 and 2 above and upon the written acceptance of said services and units of deliverables such as reports, findings and drafts by the Department's designated contract manager. 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.

(f) Contingency. If the terms of this Contract extend beyond the current fiscal year, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

5. Acceptance.

All of Contractor's Deliverables related to these commodities or services shall be submitted to the Department's contract manager for review and approval. The Department's approval and inspection of Contractor's services shall require no longer than five (5) business days from date of delivery of services, and fifteen (15) business days for delivery of documentary deliverables such as reports and procedures. The Department reserves the right to reject deliverables as outlined in the Scope of Work as incomplete, inadequate or unacceptable due in whole or in part to Contractor's lack of satisfactory performance under the terms of this Contract. The Department, at its option, may allow additional time within which Contractor may remedy the objections noted by the Department and the Department may, after having given Contractor a reasonable opportunity to complete, make adequate or acceptable said deliverables, including but not limited to reports, declare this Contract to be in default. All status reports must be submitted timely showing tasks or activities worked on, attesting to the level of services provided, hours spent on each task/activity, and upcoming major tasks or activities. Failure to use the appropriate technical requirements as identified in the Scope of Work will result in automatic task rejection and may not be invoiced or paid until correction of the task. Failure to complete the required duties as outlined in the Scope of Work may result in the rejection of the invoice. 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.

6. Information and Data Security and Confidentiality.

(a) Contractor, its employees, subcontractors and agents shall comply with all security procedures of the Department in performance of this Contract. The Contractor

shall provide immediate notice to the Department in the event it becomes aware of any security breach and any unauthorized transmission of State data or of any allegation or suspected violation of security procedures of the Department. Except as required by law or legal process and after notice to the Department, Contractor shall not divulge to third parties any confidential information obtained by Contractor or its employees, subcontractors or agents in the course of performing the services. Contractor shall not be required to keep confidential information that is publicly available through no fault of Contractor, material that Contractor developed independently without relying on the State's confidential information, or information that is otherwise obtainable under state law as a public record.

(b) Loss of Data. In the event of loss of any State data or record where such loss is due to the negligence of Contractor or any of its subcontractors or agents, Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Department at Contractor's sole expense, in addition to any other damages the Department may be entitled to by law or the Contract. Further, failure to maintain security that results in certain data release will subject the Contractor to the sanctions for failure to comply with section 817.5681, F.S., together with any costs of the Department a breach of security.

(c) Data Protection. No DFS data or information will be transferred or stored offshore or out of the United States of America.

Access to DFS data shall only be available to approved and authorized staff, including remote/offshore personnel, that have a legitimate business need. If that need changes, then access shall be removed promptly. Contractor shall encrypt all data transmissions. Remote data access must be provided via a trusted method such as SSL, TLS, SSH, VPN, IPsec or a comparable protocol approved by the Department.

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 Contractor's breach of data security or the negligent acts or omissions of Contractor related to this subsection.

All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of 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, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or the Department.

7. Insurance.

During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. At a minimum, this includes the following types of insurance for

anyone directly or indirectly employed by Contractor and the amount of such Insurance shall be the minimum limits as follows, unless otherwise approved by the Contract Manager:

- (a) Commercial general liability coverage, bodily injury, property damage: \$1,000,000 per occurrence/\$2,000,000 aggregate.
- (b) Automobile liability coverage, bodily injury, property damage: \$1,000,000 Combined Single Limits. Insuring clause for both bodily injury and property damage shall be amended to provide coverage on an occurrence basis.
- (c) Workers' compensation and employer's liability insurance covering all employees engaged in any Contract work, in accordance with Chapter 440 of the Florida Statutes.

Such coverage may be reduced with the consent of the Contract Manager since certain subcontractors have potentially less exposure in liability than other subcontractors. Except as agreed in a separate writing, no self-insurance coverage shall be acceptable unless Contractor is licensed or authorized to self-insure for a particular coverage listed above in the State of Florida, or is an insured member of a self-insurance group that is licensed to self-insure in the State of Florida.

8. Termination.

(a) The Department may, in its sole discretion, terminate the Contract at any time by giving thirty (30) days written notice to the Contractor.

(b) 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 provider to assume completion of those services.

(c) As provided in section 287.058, Florida Statutes, the Department may terminate the Contract immediately in the event that the Department requests in writing that the Contractor allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, which are made or received by the Contractor in conjunction with the Contract, and the Contractor refuses to allow such access. However, nothing herein is intended to expand the scope or applicability of Chapter 119, Florida Statutes, to the Contractor. The Contractor shall not be required to disclose to the public any proprietary copyrighted trade secrets or other materials protected by law as pursuant to section 119.07, Florida Statutes.

(d)

If at any time the Contract is canceled, terminated, or expires, and a contract is subsequently executed with a firm other than the Contractor, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent contractor. The Contractor agrees to provide, for up to six (6) months after termination or until the subsequent provider is fully operational, whichever occurs first,

all reasonable termination assistance requested by the Department to facilitate the orderly transfer of such services to the Department or its designees. Six months prior to termination, the Contractor will provide the Department an explanation of the functional equivalent of the technical requirements of any services or proprietary products used to carry out the contract and all documentation supporting a description of the technical and service requirements. Such termination assistance shall be at no additional charge to the Department if the termination is due to Contractor default and otherwise shall not exceed software maintenance rates or other direct expenses pre-approved by the Department's Contract Manager.

Before the end of the contract period, the Contractor shall be responsible for transferring the IT operational and maintenance services back to the Department or successor contractor including a contingency transition plan, which will include at a minimum training, transfer of data and transition period error correction.

(e) If the Contractor defaults in the performance of any covenant or obligation contained in the Contract, including without limitation the minimum requirements contained in the Scope of Work, or in the event of any material breach of any provision of the Contract by the Contractor, the Department may, in its sole discretion, provide notice and an opportunity to cure the default rather than exercise the remedy of termination. If the default or breach is not cured within thirty (30) calendar days after written notice is given to the Contractor specifying the nature of the alleged default or breach, then the Department, upon giving written notice to the Contractor, shall have the right to terminate the Contract effective as of the date of receipt of the default notice.

9. Events of Default.

Provided such failure is not the fault of the Department or outside the reasonable control of the Contractor, the following events, acts, or omissions, shall include but are not limited to, events of default:

(a) 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;

(b) Failure to complete and maintain, within the timeframes specified between the Department and the Contractor, the applicable system installation, ongoing performance, maintenance, and provision of Services;

(c) The commitment of any material breach of this Contract by the Contractor, 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;

(d) Employment of an unauthorized alien in the performance of the work;

(e) One or more of the following circumstances, uncorrected for more than thirty (30) calendar days unless within the specified thirty (30) day period, the Contractor (including its receiver or trustee in bankruptcy) provides to the Department adequate assurances, reasonably acceptable to the Department, of its continuing ability and willingness to fulfill its obligations under the Contract:

- (1) Entry of an order for relief under Title 11 of the United States Code;
- (2) The making by the Contractor of a general assignment for the benefit of creditors;
- (3) The appointment of a general receiver or trustee in bankruptcy of the Contractor's business or property;
- (4) An action by the Contractor under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation;
- (5) Entry of an order revoking the certificate of authority granted to the Contractor by the State or other licensing authority;

(f) The Contractor makes or has made an intentional material misrepresentation or omission in any materials provided to the Department or fails to maintain the required insurance.

10. Liability and Indemnification

(a) In addition to the provisions in PUR 1000 regarding liability, the following provisions apply: No provision in this Contract shall require the Department to hold harmless or indemnify the Contractor, insure or assume liability for the Contractor's negligence, waive the Department's sovereign immunity under the laws of Florida, or otherwise impose liability on the Department for which it would not otherwise be responsible. 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.

(b) The Department's maximum liability for any damages, regardless of form of action, shall in no event exceed the *contract cost* to Contractor for the relevant products or services giving rise to the liability, prorated over a three year term from the installation of products or the date of performance of the applicable services.

11. Damages for Delay.

Contractor acknowledges that its failure to meet an agreed upon deadline for delivery of services will damage the Department but that by their nature such damages are impossible to ascertain presently and will be difficult to ascertain in the future. Accordingly, the parties agree upon a reasonable amount of liquidated damages which are not intended to be a penalty and are solely intended to compensate for unknown and unascertainable damages. Accordingly liquidated damages shall be assessed on the Contractor for \$100.00 per calendar day for each day the Contractor fails to complete agreed upon work after expiration of the time allowed by the Contract, subject to the force majeure provisions of the Contract. Allowing completion after the time allowed shall not act as a waiver of liquidated damages.

Nothing in this section shall be construed to make the Contractor liable for delays that are beyond its reasonable control. Nothing in this section shall limit the Department's right to pursue its remedies for other types of damages.

12. State property.

Title to all property furnished by the Department under this Contract shall remain in the Department, and Contractor shall surrender to the Department all property of the Department prior to settlement upon completion, termination, or cancellation. All state data shall become and remain the Department's property. All work materials developed or provided by Contractor under this Contract and any prior agreement between the parties shall be deemed to be work made for hire and owned exclusively by the State of Florida, Department of Financial Services. Upon completion, termination, or cancellation, the Contractor will provide all data in a standard industry format or format to be designated by the Department.

13. Contract Modification.

This Contract may be amended only by a written agreement between both parties subject to the provisions of Chapter 287, Florida Statutes.

14. Nonexclusive Contract.

This procurement will not result in an exclusive license to provide the services described in the RFP 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.

15. 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. Such violation shall be cause for unilateral cancellation of this Contract. An entity or affiliate who has been placed on the public entity crimes list or the discriminatory vendor list may not submit a Proposal on a contract to provide any goods or services 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 pursuant to limitations under Chapter 287, Florida Statutes.

16. Compliance with Federal, State and Local Laws.

Contractor and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, worker's compensation, licenses and registration requirements.

By signing this Contract, the Contractor certifies that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (See <http://www.state.gov/s/ct>).

17. Background and employment eligibility verification.

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

(a) Under the Governor's Executive Order 11-116, the Contractor must participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" with the federal Department of Homeland Security governing the program 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 thirty 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 Program. Information on "E-Verify" is available at the following website:

<http://www.dhs.gov/files/programs/gc%201185221678150.shtm#I>

(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 Program 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 Program and make such record(s) available to the Department upon request.

(c) Compliance with the terms of this Employment Eligibility Verification provision will be an express condition of the contract and the Department may treat a failure to comply as a material breach of the contract.

18. Miscellaneous.

(a) This Contract, and any referenced or attached addendum embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Contract supersedes all previous oral or written communications, representations or agreements on this subject. In any conflict between this Contract and any referenced or attached addendum, the terms and conditions of this Contract shall take precedence and govern. Acceptance of service or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of any proposed modification to terms and conditions.

(b) Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who shall reduce the decision to writing and send a copy to the Contractor at a previously provided address. In the event a party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute 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.

(c) The laws of the State of Florida and the Department's rules govern this Contract.

(d) The Contractor agrees that no funds received by it under this Contract will be expended for the purpose of lobbying the Legislature or a state agency pursuant to section 216.347, Florida Statutes, except that pursuant to the requirements of section 287.058(6), Florida Statutes, during the term of any executed contract between the Contractor and the state, the Contractor may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that contract.

(e) The Contractor is an independent contractor, and is not an employee or agent of the Department.

(f) 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. The Department may refuse access to or require replacement of any Contractor employee, subcontractor or agent for cause, including but not limited to technical or training qualifications, quality of work, change in security status, or non-compliance with a Department policy or other requirement. Such action shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract.

(g) 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 limitations of liability, shall survive termination, cancellation or expiration of this Contract.

(h) The Contractor hereby 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 contract or the negligent acts or omissions of the Contractor.

(i) 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.

(j) If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

19. Execution in Counterparts and Authority to Sign.

This Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

20. Contract Administration.

(a) The Department's Contract Manager is _____ located at _____.
Send invoices to _____.

(b) The Contractor's Contract Manager is _____ located at _____.

(c) All written and verbal approvals referenced in this Contract must be obtained from the parties' Contract Managers designated in this Section or designees. Notices required to be in writing must be delivered or sent to the intended recipient by hand delivery, certified mail or receipted courier and shall be deemed received on the date received or the date of the certification of receipt.

IN WITNESS WHEREOF, the Department of Financial Services and _____, by their duly authorized representatives, have signed this Contract.

Contractor Representative:
Title:

Department of Financial Services
The CFO or his designee

Date: _____

Date: _____

**ATTACHMENT E
CLIENT REFERENCES**

The Proposer must list three (3) separate and verifiable clients of the Proposer's firm. The clients shall be listed on this form. Any information not submitted on this form shall not be considered. The clients listed shall be for services similar in nature to that described in this solicitation. Information on each client must be provided on this page:

1. _____
Name

Address

City State Zip Code

Phone Number Extension

Contact Person Title

2. _____
Name

Address

City State Zip Code

Phone Number Extension

Contact Person Title

3. _____
Name

Address

City State Zip Code

Phone Number Extension

Contact Person Title

I authorize the Department to contact these references.

Proposer Signature

ATTACHMENT F
Vendor Certification Regarding
Scrutinized Companies Lists

Respondent Vendor Name: _____		
Vendor FEIN: _____		
Vendor's Authorized Representative Name and Title: _____		
Address: _____		
City: _____	State: _____	Zip: _____

Phone Number: _____		
Email Address: _____		

Notice: Section 287.135, F.S. would operate to make businesses ineligible to contract with the State of Florida in specified circumstances. Currently, the 2012 changes to this section have been enjoined by a court of law. If ultimately upheld by the court, the Respondent who is awarded this contract may be required to amend the contract to certify compliance with the law, i.e. that the business is not and will not engage in business operations in Cuba or Syria that are prohibited by section 287.135, F.S.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____,
who is authorized to sign on behalf of the above referenced company.
Authorized Signature Print Name and Title: _____