

State of Florida  
Department of Financial Services

Request for Contract Proposals (RCP)  
Number: 1819-05 RCP UP  
Compliance Review, Collection, and Delivery of  
Unclaimed Property

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## Attachments

#	Name	Attached for Reference	To Be Completed and Returned
A	Standard Contract, including: Contract Signature Page; Attachment 1, Standard Terms and Conditions; Attachment 2, Statement of Work; Attachment 3, Completed Price Response (not currently included, but the selected Respondent's completed Price Response will become Attachment 3 to the Contract); Addendum A, Public Records Requirements, and Addendum B, Data Security Requirements	✓	
B	Evaluator Score Sheet	✓	
C	Mandatory Criteria Certification Form		✓
D	Price Response Form		✓
E	Business Reference Form		✓

## SECTION 1. Introduction

### 1.1 Purpose

The Department of Financial Services (Department), a state of Florida (State) agency, is issuing this Request for Contract Proposals (RCP) to establish a contract with one or more entities (Respondents) that are qualified and capable of providing effective and efficient services for the collection and delivery of unclaimed property as it relates to unclaimed property held and owing by holder or agent(s), such as general ledger examinations, securities examinations, and oversight of contractor-assisted self-examinations. The Responses submitted by the Respondents must comply with all terms and conditions described in this RCP.

### 1.2 Procurement Objective

The Department intends to enter into multiple contracts where contractors can perform one or more of the requested services using the Attachment A, Standard Contract, hereby incorporated by reference. The Department intends to make multiple selections; however, the Department reserves the right to select one Respondent, or to make no selection, as determined by the Department to be in the best interest of the State, as defined below. If more than one Respondent is selected, then the use of the terms "Contract," "Contractor," "Response," and "Respondent," includes the plural when applicable.

### 1.3 Background

Pursuant to chapter 717, Florida Statutes, (F.S.), the Department, on behalf of the State, is responsible for the administration and enforcement of the Florida Disposition of Unclaimed Property Act., and section 717.133(5), F.S., provides that the Department may enter into contracts for the location or collection of property subject to payment of delivery to the Department under chapter 717, F.S. In order for the Department to carry out this responsibility, it is necessary to obtain accurate and timely reporting compliance from holders of unclaimed property throughout the United States. Unclaimed property reporting compliance will be enhanced by contractors performing, pursuant to this RCP, one or more of the following services as described in the Standard Contract's Attachment 2, Statement of Work: 1) a general ledger examination of the holder's records, 2) a securities examination of the financial records of the holder, or 3) oversight of a contractor-assisted self-examination for all property types. The Contractor will perform these services on behalf of the Department to examine for, locate, identify, report, collect, and deliver unreported unclaimed property, which is past due, along with identifying and reporting owner information that is due to the State. The Department has determined that the identification, authorization, examination, reporting, collection, and delivery of unclaimed property will be further enhanced by using one or more contractors to perform these services pursuant to chapter 717, F.S.

#### **1.4 Term**

The initial term of the Contract, as defined below, will be three (3) years beginning on the date of execution, and the Contract may be renewed, in whole or in part, for up to three (3) years in accordance with section 287.057(13), F.S., and the Standard Contract's Contract Signature Page.

#### **1.5 Definitions**

Terms capitalized herein but not defined herein are defined in the Standard Contract's Attachment 2, Statement of Work.

- a) Business Days - Monday through Friday, inclusive, excluding holidays listed in section 110.117, F.S.
- b) Confidential Information - Any documents, data, or records that are confidential and not subject to disclosure pursuant to chapter 119, F.S., the Florida Constitution, or any other authority.
- c) Contract - The agreement that results from this RCP, if any, between the Department and the Respondent(s) identified as providing the most advantageous Response to the State.
- d) Contractor(s) - The Respondent(s) selected to enter into a Contract pursuant to this RCP.
- e) Respondent - An entity that submits a Response to this RCP.
- f) Response - The formal response to this RCP.

#### **1.6 Point of Contact**

From the date of release of this RCP until contractor selection is made, the Point of Contact for the Department regarding this RCP is limited to:

Laura Jennings  
Purchasing Director  
Office of Purchasing and Contractual Services  
Department of Financial Services  
Email: [DFSpurchasing@myfloridacfo.com](mailto:DFSpurchasing@myfloridacfo.com)

Refer ALL inquiries in writing to the Point of Contact by email. Responses to questions timely posed to the Point of Contact will be posted on the VBS in accordance with Section 2.2., Timeline, below.

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

\*\*\*ALL EMAILS TO THE POINT OF CONTACT MUST CONTAIN THIS RCP NUMBER IN THE SUBJECT LINE OF THE EMAIL\*\*\*

#### **1.7 Commitment to Diversity in Government Contracting**

The State is committed to supporting its diverse business industry and population through ensuring participation by woman-, veteran-, and minority-owned business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects certified business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State to consider participating in this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com).

The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this solicitation enthusiastically embrace diversity. The award of subcontracts should reflect the vast array of citizens in the State. The Contractor can contact the Office of Supplier Diversity at (850) 487-0915 for information on certified business enterprises that may be considered for subcontracting opportunities.

## **SECTION 2. RCP Process**

### **2.1 Overview of the RCP**

This RCP involves two (2) phases: Procurement and Evaluation. Respondents interested in submitting a Response must comply with all terms and conditions of the RCP. The Department reserves the right to:

- Reject any or all Responses;
- Conduct an investigation of the qualifications and past performance of any Respondent;
- Request additional information or clarification from any Respondent regarding its Response;
- Conduct face-to-face or phone interviews with one (1) or more Respondents, as needed; and
- Request updated Responses after interviews, if held.

Under the authority granted in sections 17.20(6) and 717.133(5), F.S., this procurement is not subject to the competitive solicitation processes of section 287.057, F.S.

#### **2.1.1 Procurement Phase**

##### **2.1.1.1 Question and Answer Period**

Vendors may submit written questions or requests for clarification regarding the terms, conditions, requirements of this RCP and its attachments, and any processes described in those documents, to the Point of Contact no later than the deadline listed in the Section 2.2, Timeline, of this RCP.

The Department will address all questions submitted by the deadline and will post the answers to the Department's website at: <https://www.myfloridacfo.com/Division/Risk/Solicitations.html>. The Department will also post any addenda or clarifications to the RCP at this website.

Questions must be submitted via email, should have the RCP number in the subject line of the email, and should be submitted in the following format:

<b>Question #</b>	<b>Vendor</b>	<b>RCP Section</b>	<b>RCP Page #</b>	<b>Question</b>

##### **2.1.1.2 Submission of Responses**

Once the Department post the answers to the questions, Respondents may begin submitting Responses, the contents of which are specified in Section 3.3, Content of Response. However, Respondents are encouraged to submit their Responses no earlier than five (5) Business Days prior to the submission deadline listed in Section 2.2, Timeline, below.

#### **2.1.2 Evaluation Phase**

##### **2.1.2.1 Administrative Review**

The Point of Contact, or his or her designee, will review all Responses to ensure that the Responses contain all the documents identified as "MANDATORY" and meet the minimum mandatory criteria listed in Attachment C, Mandatory Criteria Certification Form. Responses that satisfy these requirements will be sent to the evaluation team for its qualitative review. In the interest of maximizing competition, the Department will seek to minimize, if not eliminate, Respondent disqualifications; therefore, the Department may, in its sole discretion, notify Respondents whose qualifying information or documentation does not meet the requirements of this RCP and allow timely cures.

##### **2.1.2.2 Technical Response Evaluation**

All Responses reviewed by the Point of Contact, or his or her designee, pursuant to Section 2.1.2.1, Administrative Review, and determined to be responsive, will be evaluated according to the criteria in Attachment B, Evaluator Score Sheet, and set forth in this RCP. The Responses will be scored individually by each evaluator. During the evaluation period, the Department reserves the right to conduct interviews with the Respondent(s) to clarify the Respondent's proposed approach for delivery of the services and to discuss the Respondent's ability to deliver the services. After the evaluation phase, the Point of Contact or

designee will compile the final evaluation scores and forward them as the recommendation of selection to the Department's Chief Financial Officer or designee.

## 2.2 Timeline

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

Event	Event Time	Event Date
RCP posted on the VBS.	N/A	1/16/2020
Deadline to email questions to Point of Contact.	3:00 p.m.	1/31/2020
<b>Anticipated</b> date to post answers to Respondents' questions on VBS.	N/A	2/7/2020
Deadline to submit Responses and all required documents to the Department.		
Response Opening. 200 East Gaines Street Larson Building, Suite 146 Tallahassee, Florida 32399	3:00 p.m.	2/21/2020
<b>Anticipated</b> date to post Notice of Intent to Select.	N/A	3/20/2020
<b>Anticipated</b> Contract start date.	N/A	4/1/2020

## 2.3 Addenda/Amendments to this RCP

The Department reserves the right to modify this RCP by posting addenda to the VBS. It is the Respondent's responsibility to check for any modifications to this RCP on the Department's website.

## 2.4 Contract Formation

The Department may enter into a Contract with each selected Respondent pursuant to Section 5, Selection. The Contract will consist of the Contract Signature Page; Attachment 1, Standard Terms and Conditions; Attachment 2, Statement of Work; Attachment 3, Price Response (which will be the completed Price Response submitted by the selected Respondent); Addendum A, Public Records Requirements; Addendum B, Data Security Requirements; and Addendum C, Relevant Portions of Contractor's Response. See Attachment A, Standard Contract, and its attachments for more details on final contract formation.

The Department will not consider any exceptions to the terms contained in the Standard Contract. The Respondent must bring any perceived inconsistencies among any of the provisions of this RCP and its attachments to the attention of the Department prior to the submission of its Response. At any time during this procurement, the Department may specifically identify and incorporate by reference any additional documents which are to be incorporated into the Contract.

## **2.5 Disclosure of Response Contents**

All documentation produced as part of this RCP will become the exclusive property of the Department and will not be returned to the Respondent. Responses received by the Department may be disclosed pursuant to a public records request, subject to any confidentiality claims and the timeframes identified in section 119.071(1)(b), F.S. The Contract that results from this RCP will be posted on the Florida Accountability Contract Tracking System (FACTS) in accordance with section 215.985, F.S., the “Transparency Florida Act.”

## **2.6 Modification and Withdrawal of Responses**

The Respondent may modify its Response at any time prior to the submittal deadline by submitting a request to the Point of Contact. A submitted Response may be withdrawn from consideration by the Department if the Respondent submits a signed, written request for withdrawal to the Point of Contact within seventy-two (72) hours after the deadline for Response submittal.

## **2.7 Minor Irregularities**

The Department reserves the right to accept, reject, or waive any minor irregularity (including deviations, technicalities, or omissions) if the Department determines that doing so will serve the best interest of the State. At its option, the Department may allow a Respondent to correct any minor irregularity, but the Department is under no obligation to do so. The Department may request that a Respondent provide clarifications to correct any minor irregularity.

## **2.8 Additional Information**

At any time during the solicitation process, the Department may request, and the Respondent must provide, supporting information or documentation. Failure to supply supporting information or documentation as required and requested may result in the disqualification or rejection of the Response.

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

# **SECTION 3. RESPONSE INSTRUCTIONS**

## **3.1 How to Submit a Response**

All Responses must be submitted electronically to the Department, no later than the date specified in Section 2.2, Timeline, of this RCP. Respondents with Responses that need to be redacted because of confidential or trade secret information should refer to Section 3.7, Confidential Response Materials and Redacted Submissions, of this RCP. Responses MUST be emailed to: [DFSpurchasing@myfloridacfo.com](mailto:DFSpurchasing@myfloridacfo.com).

## **3.2 Contents of Response**

The Department requests that Responses be organized in sections as provided below.

### **Volume One: Response Qualification Documents**

- Cover Letter
- Attachment C, Mandatory Criteria Certification Form – MANDATORY
- Attachment D, Completed Price Response Form – MANDATORY
- Attachment E, Business Reference Forms
- Description of Litigation and Contract Disputes



## **Volume Two: Respondent's Technical Response**

- Narrative on experience and ability
- Respondent's Proposed Approach and Disclosure Statements
- Custodian of Cash and Securities
- Sample Invoice and Monthly Work-In-Progress Report

## **3.3 Volume One: Response Qualification Documents**

### **3.3.1 Cover Letter**

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

- Name and principle place of business of the Respondent
- Primary location from where the work will be performed
- Name, title, telephone number, and e-mail address of the official contact and an alternate, if available.

### **3.3.2 Mandatory Criteria Certification Form (and any documentation required therein)**

The Respondent must complete and submit Attachment C, Mandatory Criteria Certification Form, and provide any required supporting documentation requested in Attachment C, Mandatory Criteria Certification Form.

The Respondents must complete the form by checking "Yes" or "No" next to each question, unless otherwise indicated in the question, and signing the bottom. Completion of this form is mandatory. The Respondent must meet the qualifications identified in the Mandatory Criteria Certification Form to be considered for selection. If the listed criteria specifies that it must be validated with supporting documentation, the Respondent must include the required supporting documentation with the Mandatory Criteria Certification Form. The Department will not evaluate a Response from a Respondent who answers "No" to any of the criteria or fails to provide the required supporting documentation (unless the failure to provide the documentation is determined to be timely cured in accordance with Section 2.1.2.1, Administrative Review). Failure to meet mandatory requirements will cause rejection of the Response or, if material misrepresentations are discovered after a Contract is entered, termination of the Contract.

### **3.3.3 Business References**

The Respondent must have at least three (3) separate and verifiable non-Department clients complete Attachment E, Business Reference Form, and must include the completed forms in its Response. The references must show the Respondent has previously conducted unclaimed property examinations in a competent and professional manner or must otherwise demonstrate the ability to perform the services specified herein. The same client may not be listed for more than one (1) reference, and confidential clients must not be included. In the event the Respondent's name has changed since the time work was performed for a listed reference, the name under which the Respondent operated at that time must be provided. The Business Reference Form will not become part of the Contract.

Clients that are listed as subcontractors in the Response will not be accepted as client references under this RCP. Entities having an affiliation with the Respondent (i.e., current parent or a subsidiary having common ownership, having common directors, officers, or agents, or sharing profits or liabilities) will not be accepted as business references under this RCP.

If the Respondent submits a Response as a joint venture or legal partnership, at least one (1) business reference must be listed for each member of the joint venture or legal partnership; however, the total minimum number of references to be listed must be three (3).

By submitting a Response, the Respondent authorizes the Department to contact these references.

### **3.3.4 Description of Litigation and Contract Disputes**

The Respondent shall provide a list of pending and settled litigation involving the services specified herein for the previous two (2) years in which the Respondent or one of its Providers is a named party. The Department retains the right to request additional data pertaining to the Respondent's ability and qualifications necessary to accomplish all work in this RCP to ensure competent and satisfactory work. The Respondent shall identify all contract disputes the Respondent (including its affiliates, subcontractors, agents, etc.) has had with any customer(s) within the last two (2) years related to contracts under which Respondent provided(s) commodities and/or services in the United States on an organizational or enterprise level that may impact or has impacted the Respondent's ability to provide the services described in this procurement or that resulted in any judicial or quasi-judicial action to which the Respondent has been a party. The term "contract disputes" means any circumstance involving the performance or non-performance of a contractual obligation that resulted in any of the following actions:

- Identification by the contract customer that Respondent was in default or breach of a duty or performance under the contract;
- An issuance of a notice of default or breach;
- The institution of any judicial or quasi-judicial action against Respondent as a result of the alleged default or defect in performance; or
- The assessment of any fines or direct, consequential, or liquidated damages under such contracts.

For each dispute, Respondent shall list the following information:

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

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

### **3.3.5 Price Response**

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

## **3.4 Volume Two: Respondent's Technical Response**

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

### **I. Narrative on Experience and Ability**

- A. Narrative on the Respondent's prior relevant experience and ability to provide these or similar services. If the Respondent is currently providing or has previously provided these services to the Department, provide summary information on the services provided.
- B. Management plan that includes:
  - a. Administration and Management. A description of the Respondent's organizational structure and the methodology used to control costs, provide service reliability, and maintain schedules, including the proposed means of coordination and communication between the Respondent's organization and the Department.
  - b. Experience.
    - i. Documentation of previous experience providing services similar to the requirements of this RCP that reflects the Respondent's ability to perform the services requested in this RCP.
    - ii. A description of three (3) or more examinations that are relevant to the requirements of this RCP, including:
      1. Examination title, client organization, and reference with phone and email address;
      2. Period of performance (initial and final) and an explanation for any delay in examination completion;

3. The degree to which the examination was successful with respect to acceptance, success in meeting organizational goals, on-time completion of examination, and on-budget delivery of the examination; and
  4. A description of how the examination was similar to and correlates to services in this RCP.
- iii. A list of organizations of which the Respondent is a current member that would promote compliance with chapter 717, F.S., and unclaimed property laws throughout the United States (e.g., stock transfer associations, corporate secretary chapters, Unclaimed Property Professionals Organization, National Association of Unclaimed Property Administrators, National Association of State Treasurers, etc.). If there are no current memberships, so indicate.
  - c. Personnel and Qualifications. A chart of the Respondent's organization, indicating the names and titles of each principal and employee(s) that will be directly involved in providing the services described herein, including a description of the functions and responsibilities of each person relative to the task to be performed.
    - i. A resume (two-page maximum) for each principal and manager of the business who will perform the services described in this RCP, including their qualifications and experience.
  - d. Company History. A narrative describing the history of the Respondent's company.

## **II. Respondent's Proposed Approach**

- A. A full description of the Respondent's technical approach to providing the services described in the Standard Contract's Attachment 2, Statement of Work, including:
  - a. A description of the Respondent's technical expertise, capability, procedures, and staff to:
    - i. examine the records of a holder or its agents in order to identify and determine the amount of unreported unclaimed property liability and to verify the accuracy and completeness of said records;
    - ii. examine the holder's records in a timely fashion without causing any disruption to the holder's regular business activities; and
    - iii. prepare a report documenting information pertaining to the unreported unclaimed property liability, prepare and submit comprehensive and accurate reports, and remit records timely using the National Association of Unclaimed Property Administrators (NAUPA) Standard Electronic File format.
  - b. A description of the security procedures to be implemented to ensure that all unclaimed property, holder records, examination reports, and other materials are secure and confidential and that personnel working in the examination process will maintain the security and confidentiality of examinations at all times.
  - c. A comprehensive summary of the procedure manual (see Section 5(e) of the Standard Contract's Attachment 2, Statement of Work), describing the procedures that will be used in the examination process and the contractor-assisted self-examination process (if the Respondent intends to oversee self-examinations) to determine and accurately report the holder's unclaimed property liability.

## **III. Custodian of Cash and Securities**

Provide the following for the Respondent's designated cash and securities custodian (as described in the Standard Contract's Attachment 2, Statement of Work):

- A. name;
- B. address;
- C. contact person;
- D. telephone number;

- E. proof of licensure by applicable governmental agencies;
- F. the account number where the funds will be deposited; and
- G. proof that the custodian function is separate from the examination and compliance function.

#### **IV. Sample Documents**

Provide a sample copy of:

- A. the invoice used for billing the Department.
- B. the monthly work-in-progress report, detailing the current status and progress of each audit and contractor-assisted self-audit being conducted on the Department's behalf per the requirements in the Standard Contract's Attachment 2, Statement of Work.

#### **V. Conflict of Interest Disclosures**

Note: A claimant's representative, as defined in section 69G-20.030(9), Florida Administrative Code (F.A.C.), is not eligible for Contract selection pursuant to this RCP.

- A. Provide a written summary documenting the existence or non-existence of any conflicts of interest or any appearances of a conflict of interest in the Respondent's organization, management, or staff. It is critical that the selected Respondent(s) be independent and objective in fact and in appearance because the selected Respondent(s) will be actively involved in the identification, examination, review, process, and delivery of unclaimed property information consisting of individual's and businesses' financial information and will be reviewing holder's financial records.
- B. Disclose the name and address of any business entity that provides any type of unclaimed property services to individuals and/or businesses that the Respondent had a direct or indirect ownership interest in within one (1) year of the date of Response submission, and disclose the type of unclaimed property business that entity conducts.
- C. Disclose the name and address of any business entity that provides any type of unclaimed property services to individuals and/or businesses that had a direct or indirect ownership interest in the Respondent within one (1) year of the date of Response submission, and disclose the type of unclaimed property business that each entity conducts.
- D. Disclose the name and address of any business entity that provides any type of unclaimed property services to individuals and/or businesses that is directly or indirectly owned by a business entity that had a direct or indirect ownership interest in the Respondent within one (1) year of the date of Response submission, and disclose the type of unclaimed property business that each entity conducts.
- E. Disclose the name and address of any natural person who was an ultimate equitable owner, as defined in section 717.101(23), F.S., of a 10% or greater interest in the Respondent within one (1) year of the date of Response submission.

#### **3.5 Confidential Response Materials and Redacted Submissions**

If the Respondent considers any portion of its Response to be Confidential Information or exempt from disclosure under chapter 119, F.S., or other authority (Public Records Law), then the Respondent must simultaneously provide the Department with an unredacted version of the materials and a separate redacted electronic copy of the materials the Respondent claims as Confidential Information or exempt from disclosure and briefly describe in writing the grounds for claiming exemption from the Public Records Law and state the specific statutory citation for such exemption. If the Respondent fails to submit a redacted copy of its Response, the Department is authorized to produce the entire unredacted Response submitted to the Department in response to a public records request.

The Respondent must mark the unredacted version of the document as "Unredacted version – contains Confidential Information" and place such information in an encrypted electronic form.

### **3.5.1 Redacted Submissions**

If submitting a redacted version of its Response, the Respondent must mark the redacted electronic copy with the Respondent's name, Department's procurement name and number, and the words "Redacted Copy." The Redacted Copy should only redact those portions of material for which a Respondent can legally support a claim that the information is Confidential Information or exempt from disclosure pursuant to Public Records Law. An entire Response should not be redacted. An entire page or paragraph which contains Confidential Information or exempt material should not be redacted unless the entire page or paragraph is wholly Confidential Information or exempt from disclosure under Public Records Law. In the Redacted Copy, the Respondent shall redact and maintain in confidence any materials the Department provides or seeks regarding security of a proposed technology system or information subject to sections 119.011(14), 119.071(1)(f), and 119.071(3), F.S.

In addition, the Respondent should submit a separate index listing the Confidential Information or exempt portions of its Response. The index should briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption.

The Redacted Copy will be used to fulfill public records and other disclosure requests and will be posted on the FACTS website. In addition, the Department will follow the procedures identified in the Contract as Addendum A, Public Records Requirements, if the Department receives a further request for Confidential Information or exempt material that has been clearly identified as such in writing by the Respondent.

The Department is not obligated to agree with a Respondent's claim of exemption or Confidential Information, and, by submitting a Response, the Respondent agrees to defend its claim that each and every portion of the redactions is exempt from inspection and copying under Florida's Public Records Law. By submitting a Response, the Respondent agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its Response are Confidential Information or otherwise not subject to disclosure. The Department may use the counsel of its choosing to defend any such claims, and the Respondent shall promptly pay the Department's invoices for legal services on a monthly basis for all costs and expenses, including legal fees, incurred in defending such claims.

### **3.6 Additional Information**

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

## **SECTION 4. Selection Methodology**

### **4.1 Initial Screening**

For a Response to this RCP to be considered complete, a Respondent must fully comply with all requirements of Section 3.2, Contents of Response, of this RCP.

### **4.2 Evaluation Team**

The Department's evaluation team will consist of at least three (3) persons who collectively have experience and knowledge in the program area and service requirements for the contractual services sought.

### **4.3 Evaluation Criteria**

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

### **4.3.1 Technical Response**

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

## **SECTION 5. Selection**

### **5.1 Selection Basis**

A Contract may be awarded to the responsible and responsive Respondent(s) whose Response(s) is determined to be the most advantageous to the State based on points awarded, taking into consideration the selection criteria set forth in this RCP.

The Department reserves the right to determine which Responses are responsive and responsible at any time during the solicitation. Respondents whose Responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as not being responsible vendors, as defined in section 287.012, F.S. The Department may request additional information pertaining to the Respondent's ability and qualifications to accomplish all services described in this RCP as deemed necessary during the RCP or after contract selection.

The Department reserves the right to accept or reject any or all Responses, or separable portions of Responses.

### **5.2 The Department's Recommendation of Selection**

The Department will develop a recommendation as to the Respondent(s) to be selected for a Contract that is most advantageous to the State based on the evaluation team's scores and price response scores.

### **5.3 Chief Financial Officer's Approval**

The Chief Financial Officer, or designee, will make the final decision as to which Respondent should be selected to enter into a Contract based on the recommendation of selection.

### **5.4 Posting of Decision**

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

### **5.5 MyFloridaMarketplace (MFMP) Registration**

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

The selected Respondent will be required to pay the required transaction fees pursuant to section 287.057(22), F.S., unless an exemption has been requested and approved prior to the execution of the contract pursuant to Rule 60A-1.031, F.A.C.

### **5.6 Execution of Contract**

The selected Respondent must sign the Contract within five (5) calendar days of receipt of the Contract for execution. The Department reserves the right to withdraw its Notice of Intent to Award if the Contract is not timely signed or if the Department determines that it is in the best interest of the State to do so. The Department also reserves the right to select the Respondent ranked second if the Department does not receive a timely signed Contract from the selected Respondent.

**DEPARTMENT OF FINANCIAL SERVICES**  
**Standard Terms and Conditions**  
**(Applicable to Non-Competitively Procured Contracts)**

**ATTACHMENT 1**

**1. Entire Contract.**

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

**2. Contract Administration.**

- a. Order of Precedence. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:
- i) Attachment 2, Statement of Work
  - ii) Contract Signature Page
  - iii) If any, attachments other than Attachment 1, Standard Terms and Conditions, and Attachment 2, Statement of Work, in numerical order as designated in the Contract Signature Page
  - iv) Attachment 1, Standard Terms and Conditions
  - v) Addendum A, Public Records Requirements
  - vi) Addendum B, Data Security Requirements
  - vii) If any, Addenda other than Addenda A and B, in the alphabetical order designated in the Contract Signature Page

Notwithstanding the foregoing, if there is any discrepancy between Attachment 2, Statement of Work, and any incorporated portions of the Contract that were provided by the Contractor, the terms most favorable to the Department will prevail.

- b. Approvals. All written and verbal approvals referenced in this Contract must be obtained from the parties' Contract Managers as designated in the Contract Signature Page, or their designees, if designated in writing.
- c. Notices. The contact information provided on the Contract Signature Page or in accordance with Section 2.d., below, must be used by the parties for all communications under this Contract. Where the term "written notice" is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile (with confirmation of receipt) or email (with confirmation of receipt), provided the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a Business Day then the next Business Day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) shall be deemed received on the date actually received except where there is a date of the certification of receipt.
- d. Contract Managers. In the event that different Contract Managers are designated by either party after execution of this Contract, notice of the name and contact information of the new Contract Manager shall be submitted in writing (which, notwithstanding Section 2.c., above, may be accomplished via mail or e-mail) to the other party and maintained in the respective parties' Contract records. Designation of a new Contract Manager will not require a written amendment to the Contract.
- e. Amendments. This Contract may be amended only by a written agreement between both parties.

**3. Contract Duration.**

- a. Term. The term of the Contract will begin and end on the dates indicated on the Contract Signature Page unless terminated earlier in accordance with the applicable terms and conditions.
- b. Renewals. Section 287.058(1)(g), Florida Statutes (F.S.), is hereby incorporated by reference and any renewals provided under the Contract must meet the requirements of this statute. If the Contract

Signature Page indicates renewals are available, the Contract may be renewed for the timeframe(s) indicated in the Contract Signature Page.

#### **4. Deliverables.**

The Contractor agrees to render the services or other units of deliverables, which may be comprised of tasks or activities, as set forth in Attachment 2, Statement of Work. The services or other units of deliverables specified shall be delivered in accordance with the schedule outlined in Attachment 2, Statement of Work, and at the pricing specified in the Contract.

#### **5. Performance Measures.**

The Contractor warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in Attachment 2, Statement of Work; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services will not and do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) any person or entity, whether an agent or independent contractor, that performs work on the Contract for the Contractor (Contractor Representative) will comply with any security requirements and processes as provided by the Department, or provided by the Department's customer, for work done at the Department or other locations. The Department reserves the right to investigate or inspect at any time whether the services or qualifications offered by the Contractor meet the Contract requirements. Notwithstanding any provisions to the contrary, written acceptance of a particular deliverable/minimum requirement does not foreclose the Department's remedies in the event those performance standards that cannot be readily measured at the time of delivery are not met.

#### **6. Acceptance of Deliverables.**

- a. Acceptance Process. All deliverables must be received and accepted in writing by the Contract Manager before payment, unless advanced payment or partial payment has been authorized in accordance with section 215.422, F.S. The Department will have fifteen (15) calendar days to inspect and approve the deliverables after receipt.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables outlined in Attachment 2, Statement of Work, as incomplete, inadequate, or unacceptable due in whole or in part to the Contractor's lack of satisfactory performance under the terms of this Contract. If the Department's Contract Manager does not accept a deliverable within fifteen (15) days of receipt, the deliverable will be deemed rejected. Failure to fulfill the applicable technical requirements or complete all tasks, duties, or activities in accordance with Attachment 2, Statement of Work, will result in rejection of the deliverable and the associated invoice. The Department, at its option, may allow additional time within which the Contractor may remedy the objections noted by the Department before the Department issues a notice of default. If the Department's Contract Manager allows additional time for the Contractor to correct a rejected deliverable, the Contractor shall work diligently to correct all deficiencies in the deliverable that remain outstanding within a reasonable time or, if a time certain is specified, within the additional time allotted. All work done to correct a rejected deliverable will be done at the Contractor's expense.
- c. Status Reports. If status reports are required as part of the Contract, the Contractor shall timely submit status reports showing each task, activity, or deliverable worked on; attesting to the level of services provided; listing the hours spent on each task, activity, or deliverable; and listing any upcoming tasks, activities, or deliverables.
- d. Completion Criteria and Date. The Contract will be considered complete once the deliverables under the Contract have been provided and accepted. The final date for completion of the Contract must not exceed the Contract duration, including any executed renewals or extensions, or, where applicable, the expiration date of any purchase orders made from the Contract.

#### **7. Financial Consequences for Nonperformance.**

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



## 8. Dispute Resolution.

The Contractor is obligated to address any cost-related issues with the Department for which the Contractor believes the State is liable and address all costs of every type to which the Contractor is entitled from the occurrence of the claimed event. The Contractor cannot seek a claim under this Contract for an increase in payment. Any claim, counterclaim, or dispute between the Department and the Contractor relating to this Contract will be resolved as set forth herein.

- a. **Initial Resolution Process.** For all claims, the party with the dispute shall submit to the other party an affidavit executed by that party's Contract Manager, or designee, certifying that:
  - j. The claim is made in good faith;
  - ii. The claim accurately reflects the adjustments for performance; and
  - iii. The supporting data provided with such an affidavit are current and complete to the Contract Manager's, or designee's, best knowledge and belief.

The party receiving the notice of the dispute must respond to the disputing party, in writing, proposing a resolution to the dispute.

- b. **Informal Resolution Process.** If the parties are unable to resolve any disputes through the initial resolution process, the parties shall meet with the Department's Chief Financial Officer (CFO), or designee, for the purpose of attempting to resolve such dispute without the need for formal legal proceedings, as follows:
  - i. The representatives of the Contractor and the Department shall meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith to resolve the dispute without the necessity of any formal proceeding.
  - ii. During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to this Contract will be honored in order that each of the parties may be fully advised of the other's position.
  - iii. The specific format for the discussions will be left to the discretion of the designated Department's and the Contractor's representatives but may include the preparation of agreed upon statements of fact or written statements of position.
  - iv. Following the completion of this process, the CFO, or designee, will issue a written opinion regarding the issue(s) in dispute. The opinion regarding the dispute will be considered the Department's final action.
    - c. **Continued Performance.** Each party agrees to continue performing its obligations under this Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute with the Department over compensation will not be deemed to preclude performance) and without limiting either party's right to terminate this Contract for convenience or default.

## 9. Payment.

- a. **Payment Process.** Subject to the terms and conditions established in Attachment 2, Statement of Work, the pricing per deliverable established by the Contract, and the billing procedures established by the Department, the Department agrees to pay the Contractor for services rendered in accordance with section 215.422, F.S. To obtain the applicable interest rate, please refer to <http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- b. **Vendor Rights.** A Vendor Ombudsman has been established within the Department. The duties of this individual include acting as an advocate for contractors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be reached at (850) 413-5516.
- c. **Taxes.** The Department is exempted from payment of State sales and use taxes and Federal Excise Tax. The Contractor, however, will not be exempted from paying State sales and use taxes to the appropriate governmental agencies or for payment by the Contractor to suppliers for taxes on materials used to fulfill its contractual obligations with the Department. The Contractor shall not use the Department's exemption number in securing such materials. The Contractor shall be responsible and liable for the

payment of all its FICA/Social Security and other taxes resulting from this Contract. The Contractor shall provide the Department its taxpayer identification number upon request.

- d. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by the Department pursuant to Attachment 2, Statement of Work, shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed.
- e. Interim Payments. Interim payments may be made by the Department at its discretion under extenuating circumstances if the completion of deliverables to date have first been accepted in writing by the Department's Contract Manager.
- f. Annual Appropriation Contingency. The State's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

#### **10. Insurance.**

- a. Required Coverage. At all times during the duration of the Contract, the Contractor, at its sole expense, and its subcontractors, if any, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Contract. The limits of coverage under each policy maintained by the Contractor will not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies must either be through insurers licensed and authorized to write policies in the State or through a self-insurance program established and operating under the laws of the State. Unless specifically exempted in Attachment 2, Statement of Work, the following are the minimum insurance requirements applicable to this Contract:
  - i. Commercial General Liability Insurance.  
By execution of this Contract, unless the Contractor is a State agency or subdivision as defined by section 768.28(2), F.S., the Contractor shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Contract. The Department and its employees and officers must be named as an additional insured on any general liability policies.
  - ii. Workers' Compensation and Employer's Liability Coverage.  
The Contractor shall provide workers' compensation, in accordance with chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies must cover all employees engaged in any Contract work.
  - iii. Other Insurance.  
At all times during the duration of the Contract, the Contractor shall maintain any other insurance as required in Attachment 2, Statement of Work.
- b. Deductibles. The Department is exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor or subcontractor providing such insurance.
- c. Verification of Insurance. Upon execution of the Contract, the Contractor shall provide to the Department written verification of the existence and amount for each type of applicable insurance coverage. Upon receipt of a written request from the Department, the Contractor shall furnish to the Department proof of applicable insurance coverage by standard form certificates of insurance.
- d. Failure to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, the Contractor shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

#### **11. Termination.**

- a. Termination for Convenience. The Department, by written notice to the Contractor, may terminate the Contract in whole or in part, by giving thirty (30) days' written notice, when the Department determines in its sole discretion that it is in the State's interest to do so. The Contractor will not be entitled to recover any cancellation charges or lost profits.
- b. Termination for Cause. The Department may terminate the Contract if any of the events of default described below occur. Except for defaults of subcontractors at any tier, the Contractor will not be liable

for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Contract.

- c. Contractor Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination, and except as otherwise directed by the Department, the Contractor shall stop performing services on the date, and to the extent specified, in the notice. The Contractor shall accept no further work or new services related to the affected deliverables, and shall, as soon as practicable, but in no event longer than thirty (30) calendar days after termination, terminate any orders and subcontracts related to the terminated deliverables and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Department to the extent required, which approval or ratification shall be final for the purpose of this section. The Contractor shall submit to the Department, within ninety (90) calendar days of termination, a request for payment of completed services. Requests submitted later than ninety (90) calendar days after termination will not be honored and will be returned unpaid. The Contractor shall professionally service to conclusion, in accordance with the requirements of the Contract, all services for which the Department has paid prior to the termination date of this Contract. Should the Contractor fail to perform all services under the Contract, the Contractor shall be liable to the Department for any fees or expenses that the Department may incur in securing a substitute provider to assume completion of those services.
- d. Contractor Obligations after Termination. If at any time the Contract is canceled, terminated, or expires, and a contract is subsequently executed with a provider other than the Contractor, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent contractor in accordance with Exit Transition requirements in Section 32, below, and Attachment 2, Statement of Work, if expressed therein.

### **12. Notice of Default.**

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

### **13. Events of Default.**

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

- a. The commitment of any material breach of this Contract by the Contractor, including failure to timely deliver a deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Contract;
- b. Failure to maintain adequate progress, thus endangering performance of the Contract;
- c. Failure to honor any term of the Contract;
- d. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Contractor by a state or other licensing authority;
- e. Failure to pay any entities, individuals, and the like furnishing labor or materials, or failure to make payment to any other entities as required herein in connection with the Contract;

- f. Employment of an unauthorized alien in the performance of the work, in violation of section 274A of the Immigration and Nationality Act, 8 U.S.C. section 1324a;
- g. One or more of the following circumstances, uncorrected for more than thirty (30) calendar days unless within the specified thirty (30) day period, the Contractor (including its receiver or trustee in bankruptcy) provides to the Department adequate assurances, reasonably acceptable to the Department, of its continuing ability and willingness to fulfill its obligations under the Contract:
  - i) Entry of an order for relief under Title 11 of the United States Code (U.S.C.);
  - ii) To the extent permitted by State law, the making by the Contractor of a general assignment for the benefit of creditors;
  - iii) The appointment of a general receiver or trustee in bankruptcy of the Contractor's business or property; or
  - iv) An action by the Contractor under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation;
- h. The commitment of an intentional material misrepresentation or omission in any materials provided to the Department;
- i. Failure to comply with the E-Verify requirements of this Contract; and
- j. Failure to maintain the insurance required by this Contract.

**14. Force Majeure.**

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In the case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING CONSTITUTES THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Department, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Department with respect to products subjected to allocation; (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

**15. Indemnification.**

- a. Contractor Liability. The Contractor shall be fully liable for the actions of Contractor Representatives and shall fully indemnify, defend, and hold harmless the Department, and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. Personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Contractor or Contractor Representatives; provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Department;

- ii. The Contractor's breach of this Contract or the negligent acts or omissions of the Contractor;
  - iii. Violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right; provided, however, that the foregoing obligation shall not apply to a Department misuse or modification of Contractor's products or a Department's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order.
- b. Legal Action. The Contractor's obligations under the preceding paragraph with respect to any legal action are contingent upon the Department giving the Contractor: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at the Contractor's sole expense; and (3) assistance in defending the action at the Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the Department in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.
- c. Infringements. If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor shall, at its sole expense, procure for the Department the right to continue using the product or to modify it to become noninfringing. If the Contractor is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Contractor shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department shall not be liable for any royalties.
- d. Limitation. No provision in this Contract will be construed to: 1) require the Department to hold harmless or indemnify the Contractor; 2) require the Department to insure or assume liability for the Contractor's negligence; 3) waive the Department's sovereign immunity under the laws of the State; or 4) otherwise impose liability on the Department for which it would not otherwise be responsible. Any provision, implication, or suggestion to the contrary is null and void.

#### **16. Limitation of Liability.**

The Department's liability for any claim arising from this contract is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Contract. Such liability is further limited to a cap of one hundred thousand dollars (\$100,000.00).

#### **17. Remedies.**

Nothing in this Contract will be construed to make the Contractor liable for force majeure events. Nothing in this Contract, including financial consequences for nonperformance, will limit the Department's right to pursue its remedies for other types of damages under the Contract, at law, or in equity. The Department may, in addition to other remedies available to it at law or equity, and upon notice to the Contractor, retain such monies from amounts due the Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it. The Department may set off any liability or other obligation of the Contractor or its affiliates to the Department against any payments due the Contractor under any contract with the State.

#### **18. Waiver.**

The delay or failure by the Department to exercise or enforce any of its rights under this Contract does not constitute nor is to be deemed a waiver of the Department's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

#### **19. Intellectual Property.**

- a. In accordance with State law, the Contractor shall not assert any rights to: 1) intellectual property created or otherwise developed specifically for the Department under this Contract or any prior agreement between the parties (which includes any deliverables); 2) intellectual property furnished by the Department; and 3) any data collected or created for the Department. The Contractor shall perfect the transfer of any such property or data to the Department upon completion, termination, or

cancellation of the Contract and prior to payment of the final invoice. Any data provided must be in a format designated by the Department.

- b. If the Department or the State has authority to assert a right in any of the property or data, the Contractor shall assist, if necessary, in the assertion of such right.
- c. Proceeds derived from the sale, licensing, marketing, or other authorization related to any such Department-controlled intellectual property rights shall belong to the Department, unless otherwise specified by applicable State law.
- d. Notwithstanding the foregoing, and unless otherwise specified in Attachment 2, Statement of Work, the Contractor's intellectual property rights that preexist this Contract will remain with the Contractor.
- e. If the Contractor fails to provide, or no longer can provide, a deliverable or service under the Contract that contains or otherwise utilizes intellectual property controlled by the Contractor, the Contractor shall grant the Department a royalty-free, paid-up, nonexclusive, perpetual license to use, modify, reproduce, distribute, publish, or release to others such Contractor-controlled intellectual property solely for use in connection with the deliverables or services under the Contract.

#### **20. Ownership of Property.**

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

#### **21. Nonexclusive Contract.**

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

#### **22. Convicted Vendor List and Discriminatory Vendor List.**

Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons or entities placed on the convicted vendor list or the discriminatory vendor list:

- a. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- b. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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

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

- a. Regulations. The Contractor and all Contractor Representatives shall comply with all federal, state, and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements.
- b. Choice of Law. This Contract will be governed by and construed in accordance with the laws of the state of Florida.

- c. Rehabilitation Act. If applicable to the supplies and services the Contractor provides to the Department, the Contractor shall ensure the electronic and information technology accessibility requirements of the Rehabilitation Act Amendments, 29 U.S.C. section 794, are met and provide a website where the compliance information on such supplies and services is available. The Electronic and Information Technology standard can be found at: <http://www.section508.gov/>.
- d. Scrutinized Companies. The following paragraph applies regardless of the dollar value of the goods or services provided:

By entering into this Contract, in accordance with the requirements of section 287.135(5), F.S., the Contractor certifies that it is not participating in a boycott of Israel. At the Department's option, the Contract may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in statute as the "Scrutinized Companies that Boycott Israel List") or becomes engaged in a boycott of Israel.

The State Board of Administration maintains the "Quarterly List of Scrutinized Companies that Boycott Israel" at the following link:

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx>.

The following paragraph applies only when the goods or services to be provided are \$1 million or more:

By entering into this Contract, in accordance with the requirements of section 287.135, F.S., the Contractor certifies that it is not on the Scrutinized List of Prohibited Companies (referred to in statute as the "Scrutinized Companies with Activities in Sudan List" and the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List") and, to the extent that it is not preempted by Federal law, that it has not been engaged in business operations in Cuba or Syria. At the Department's option, the Contract may be terminated if such certification (or the certification regarding a boycott of Israel) is false, if the Contractor is placed on the Scrutinized List of Prohibited Companies, or, to the extent not preempted by Federal law, if the Contractor engages in business operations in Cuba or Syria.

The State Board of Administration maintains the "Scrutinized List of Prohibited Companies" under the quarterly reports section at the following link: <https://www.sbafla.com/fsb/PerformanceReports.aspx>.

#### **24. Employment Eligibility Verification.**

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

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

#### **25. Data.**

- a. Data Centers. The Contractor shall only use data centers located in the United States when processing and storing State data under this Contract.
- b. Requirements of Section 501.171, F.S. If the Department shares data that is covered by section 501.171, F.S., with the Contractor in the process of fulfilling this Contract, the Contractor is responsible for fulfilling the requirements placed on the Department by section 501.171, F.S., at the Contractor's



expense, in the event that the Contractor is responsible for a breach of this data. Notwithstanding any limitations on liability addressed in the Contract, if the Contractor fails to fulfill the requirements placed on the Department by section 501.171, F.S., the Contractor shall reimburse the Department for any and all costs incurred in fulfilling such requirements.

**26. Claims for Damages.**

Jurisdiction for any damages arising under the terms of the Contract will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Both parties waive their right to a jury trial. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees incurred in connection with disputes arising under the terms of this Contract.

**27. Lobbying and Integrity.**

The Contractor agrees that funds received by it under this Contract will not be expended for the purpose of lobbying the Legislature, the judicial branch, or a State agency in violation of sections 11.062 or 216.347, F.S. Pursuant to the requirements of section 287.058(6), F.S., during the Contract term, the Contractor may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract.

The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General or other authorized State official deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of: three (3) 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://dos.myflorida.com/library-archives/records-management/general-records-schedules/>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor will not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

**28. Independent Contractor.**

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

**29. Subcontracting.**

- a. Consent. Unless otherwise specified in Attachment 2, Statement of Work, all services contracted for are to be performed solely by the Contractor and may not be subcontracted or assigned without the prior written consent of the Department.
- b. Replacement. The Department may, for cause, require the replacement of any Contractor Representative. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. Access. The Department may, for cause, deny access to the Department's secure information or any facility by any Contractor Representative.
- d. Continuing Obligation. The Department's actions under paragraphs b. or c. shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract.



e. Meetings. The Department will not deny Contractor Representatives access to meetings within the Department's facilities, unless the basis of the Department's denial is safety or security considerations.

**30. Guarantee of Parent Company.**

In the event the Contractor is a subsidiary of another corporation or other business entity, the Contractor asserts that its parent company will guarantee all the obligations of the Contractor for purposes of fulfilling the obligations of the Contract. In the event the Contractor is sold during the period the Contract is in effect, the Contractor agrees that it will be a requirement of sale that the new parent company guarantee all the obligations of the Contractor.

**31. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, will survive termination, cancellation or expiration of this Contract.

**32. Exit Transition Services.**

If not otherwise addressed in the Statement of Work, the Contractor has the affirmative obligation to provide to the Department, or its designee, all reasonable services necessary for the transfer of knowledge regarding the services and deliverables provided under the Contract (Exit Transition Services) to facilitate the orderly transfer of such services to the Department or its designee. If Exit Transition Services are necessary, such services may continue for up to six (6) months after termination, expiration, or cancellation of the Contract, at no cost to the Department.

**33. Third Parties.**

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

**34. Severability.**

If a court of competent jurisdiction deems any term or condition of this Contract void or unenforceable, the other provisions are severable to that void provision, and will remain in full force and effect.

**35. Employment of State Employees.**

During the term of this Contract, the Contractor shall not knowingly employ, subcontract with or subgrant to any person (including any nongovernmental entity in which such person has any employment or other material interest as defined in section 112.312(15), F.S.), in connection with this Contract, who has participated in the performance or procurement of this Contract except as provided in section 112.3185, F.S.

**36. Contractor Representatives.**

All Contractor Representatives shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, the Contractor shall furnish a copy of technical certification or other proof of qualification. All Contractor Representatives must comply with all security and administrative requirements of the Department and with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or other assessment of any Contractor Representative. The Department may refuse access to, or require replacement of, any Contractor Representative for cause, including, but not limited to, lack of technical or training qualifications, quality of work, change in security status, or noncompliance with the Department's security or administrative requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The Department may reject and bar from any facility, for cause, any Contractor Representatives.

**37. Suspension of Work.**

The Department may in its sole discretion suspend any or all activities under the Contract, at any time, when it is in the best interests of the State to do so. The Department shall provide the Contractor written

notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice. Within ninety (90) days, or any longer period agreed to by the Contractor, the Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Contract. Suspension of work shall not entitle the Contractor to any additional compensation.

**38. Advertising.**

- a. Except for disclosures and notices made pursuant to law, and subject to chapter 119, F.S., the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Department (which will not be unreasonably withheld), including, but not limited to, mentioning the Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representatives. This provision shall not apply to the Contractor's marketing materials that merely list the Department as a client or to the re-publication of any material that already has been placed in the public domain.
- b. The Contractor shall permanently refrain from using or mentioning its association with the Department in advertisements, letterhead, business cards, etc. 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.
- c. Notwithstanding the foregoing, the Contractor shall not be deemed to have waived any right or otherwise impeded its ability to defend itself factually against any media reports or allegations.
- d. The provisions of this section also apply to Contractor Representatives and the Contractor shall ensure that such restrictions are appropriately conveyed to those persons to ensure enforceability.

**39. Assignment.**

Unless otherwise authorized by law, the Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract, unless the Department expressly waives such secondary liability. The Department may assign the Contract with prior written notice to the Contractor of its intent to do so.

**40. Audits.**

The Contractor understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Contractor will comply with this duty and ensure that its subcontracts issued under this Contract, if any, impose this requirement, in writing, on its subcontractors.

**41. 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.

**42. Travel Reimbursement.**

Any travel expenses allowable under this Contract must be submitted in accordance with section 112.061, F.S.

**43. MyFloridaMarketPlace Transaction Fee.**

The State has instituted MyFloridaMarketPlace, a statewide eProcurement System. Pursuant to section 287.057(22), F.S., all payments shall be assessed a Transaction Fee of one percent, which the Contractor shall pay to the State, unless exempt pursuant to Rule 60A-1.031, F.A.C. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031, F.A.C. By submission of these reports and corresponding payments, the Contractor certifies their correctness. All such reports and payments shall be subject to audit

by the State or its designee. The Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is nonrefundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

**44. Use of State Funds to Purchase or Improve Real Property.**

Any State funds provided for the purchase of or improvements to real property are contingent upon the Contractor granting to the State a security interest in the property in the amount of State funds provided for five (5) years from the date of purchase or the completion of the improvements or as further required by law.

**45. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).**

In accordance with section 946.515(6), F.S., if the Contractor is a private contract vendor and if a product or service required for the performance of this Contract is certified by or is available from PRIDE and has been approved in accordance with section 946.515(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in section 946.515(2) and (4), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

**46. Products Available from the Blind or Other Handicapped (RESPECT).**

In accordance with section 413.036(3), F.S., if the Contractor is a private contract vendor and if a product or service required for the performance of this Contract is on the procurement list established pursuant to section [413.035](#)(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

**47. Record Retention.**

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

herein, the Contractor may meet the Department's record retention requirements for this Contract by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171(8), F.S., and, if applicable, section 119.0701, F.S. The Contractor shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014). See <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>.

**DEPARTMENT OF FINANCIAL SERVICES  
Contract Signature Page**

Contract Title Compliance Review, Collection, and Delivery of Unclaimed Property	P.O. No. or Solicitation No., if any 1819-05 RCP UP	Contract Number
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1. This Contract is entered into between the Department of Financial Services and the Contractor named below:

**Department of Financial Services, 200 East Gaines Street, Tallahassee, FL 32399** (hereinafter called the "Department")

**[Contractor's Name, address]** (hereinafter called the "Contractor")

2. Contract to Begin: The date last signed below ("Effective Date")	Date of Completion: Three (3) years after the Effective Date	Renewals: Up to three (3) years
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3. Performance Bond, if any: \_\_\_\_\_ Other Bonds, if any: \_\_\_\_\_

4. Total Value for Contract Term:	Total Value of Renewal(s):	Total Value of Contract Term Plus Renewal(s):
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5. Department's Contract Manager		Contractor's Contract Manager	
Name:		Name:	
Address:		Address:	
Phone:		Phone:	

6. The parties agree to comply with the terms and conditions of the following attachments which are hereby incorporated by reference:

Attachment 1: Standard Terms and Conditions
Attachment 2: Statement of Work
Attachment 3: Price Response

7. The parties agree to comply with the terms and conditions of the following addenda which are hereby incorporated by reference:

Addendum A: Public Records Requirements
Addendum B: Data Security Requirements
Addendum C: Relevant Portions of Contractor's Response

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

8.

**CONTRACTOR**

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

By (*Authorized Signature*)

Date Signed

Printed Name and Title of Person Signing

9.

Department of Financial Services

**DEPARTMENT**

By (*Authorized Signature*)

Date Signed

Printed Name and Title of Person Signing

**DEPARTMENT OF FINANCIAL SERVICES**  
**Statement of Work**

**ATTACHMENT 2**

**1. Scope of Work.**

The Contractor shall locate Holders of unclaimed property that is past due and subject to being reported and delivered to the state of Florida (State) pursuant to chapter 717, Florida Statutes (F.S.). The Contractor shall identify unclaimed property by (a) performing an examination of the financial records and supporting documents of Holders to identify all categories of reportable past due property due to the Department in accordance with Part A (Sections 4.1 through 4.6) of Section 4, Contractor Responsibilities, below; or (b) providing a Contractor-Assisted Self-Examination for unreported unclaimed property liability due to the Department in accordance with Part B (Sections 4.7 through 4.12) of Section 4, Contractor Responsibilities, below.

**2. Definitions.**

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

- a) "Contractor-Assisted Self-Examination" means the process whereby the Contractor assists and/or oversees the Holder's physical inspection/examination of its financial records to determine whether it is in compliance with reporting and remitting all unclaimed property to the State. Other than as provided in Section 4.9 (h), the Contractor does not take physical custody of the financial records of the Holder and does not perform an examination of those records. The Contractor informs the Holder of the requirements of the unclaimed property laws, details of the reporting requirements, provides the necessary information to the Holder or Holder's agent regarding unclaimed property and the reporting process, and provides other necessary guidance and assistance to the Holder so that the Holder can accurately perform the self-examination. Upon the Holder's completion of the self-examination and preparation of the unclaimed property report by the Holder, the Contractor reviews the report for completeness, proper format, and compliance and, provided it determines those standards have been met, forwards the report and remittance to the Department in accordance with chapter 717, F.S., and the duly promulgated rules of the Department.
- b) "Custodian" means the entity that has been designated by the Contractor to serve as an intermediary repository for the unclaimed property due to the Department, which must be a federal- or state-licensed financial institution located in the United States of America.
- c) "DTC" means the Depository Trust Corporation.
- d) "General Ledger and/or Securities Examination" means the examination of the financial records of a Holder, wherein the Contractor takes physical custody of the records, either on-site or off-site, and performs a physical inspection/examination of such records to determine whether the Holder is in compliance with reporting and remitting all unclaimed property to the State. After the examination process is completed, the Contractor prepares the unclaimed property report in proper format, reviews it for accuracy and compliance, and forwards the report and remittance matching the report to the Department.
- e) "Holder" means a person or a business, wherever organized or domiciled, who/that is: (a) in possession of unclaimed property belonging to another; (b) a trustee, in the case of a trust; or (c) indebted to another on an obligation.
- f) "Licensed Financial Institution" means any state or national bank, international banking entity, or similar entity, trust company, savings bank, industrial savings bank, or any organization otherwise defined by law as a bank or banking organization located in the United States, including a licensed securities dealer.
- g) "Reconciliation" means the determination by the Contractor regarding what unclaimed property is to be distributed to different states in the event that a review and examination is being conducted

for the benefit of more than one state, or the determination by the Contractor that the Holder or Holder's Transfer Agent has remitted the proper amount and type of unclaimed property.

- h) "Transfer Agent" means the entity that has been designated by the Holder to serve as their representative to handle a certain stock transaction.

### **3. Payment Provisions.**

- a) Compensation. This is a contingency-fee contract where the Contractor is paid a percentage of the unclaimed property reported to the Department in accordance with Sections 4.6 and 4.12, below. The Contractor shall deduct its fee from the unclaimed property received from the Holder on the date the unclaimed property is remitted to the Department. Unless otherwise agreed to in writing by the Department, the Contractor may retain up to:
1. Fifteen percent (15%) of the dollar amount of the property delivered or value thereof for a completed General Ledger and/or Securities Examination for all property with unclaimed property codes in the Florida Property Code and Dormancy Table in the Reporting Manual linked to in Appendix One, other than codes beginning with "SC" or "DM."
  2. Nine percent (9%) of the dollar amount of the property delivered or value thereof for a completed General Ledger and/or Securities Examination for all property with unclaimed property codes (in the Florida Property Code and Dormancy Table in the Reporting Manual linked to in Appendix One) beginning with "SC" or "DM."
  3. Nine percent (9%) of the dollar amount of the property delivered or value thereof for a completed Contractor-Assisted Self-Examination for all property with unclaimed property codes in the Florida Property Code and Dormancy Table in the Reporting Manual linked to in Appendix One.
- b) Expenses. The Department will not compensate the Contractor for any of its expenses, including travel-related expenses.
- c) Invoicing. The Contractor shall submit an invoice for a completed examination to the Department upon the remittance of the unclaimed property. The invoice shall contain, at a minimum, the following information: Holder's name, Holder's address, Holder's federal employer identification number (FEIN), Holder's state of incorporation, cash value for each property type, the Contractor's fee for each property type (netted from cash value), net cash value, and amount remitted. In addition to the above, securities examination invoices shall also include the Committee on Uniform Securities Identification Procedures (CUSIP) number, number of shares remitted, and the billable share value.

### **4. Contractor Responsibilities.**

#### **Part A. CONTRACTOR GENERAL LEDGER AND/OR SECURITIES EXAMINATION OF HOLDER**

##### **4.1 Identification – General Ledger and/or Securities Examination**

The purpose of the General Ledger and/or Securities Examination is to utilize the Contractor to: 1) physically inspect/examine the financial records of Holders of unclaimed property who/that are not reporting (or may not be reporting) unclaimed property, or who/that may be underreporting unclaimed property, to ensure compliance, regarding all property types, with the State's unclaimed property statutes; 2) complete examination reports; and 3) file the properly completed reports and remittance with the Department. The Contractor shall research and identify potential Holders of unreported and under-reported unclaimed property, of all property types, that is past due. The Contractor shall determine whether the Holder has previously reported unclaimed property to the Department and the types of unclaimed property reported, if applicable. The Contractor shall identify the Holder's state of incorporation and principal place of business. If the Holder's state of incorporation and the principal place of business are in states other than Florida, the Contractor shall attempt to obtain authorization from those states' unclaimed property programs to participate in the examination of the Holder's records when seeking authorization from the Department.

#### **4.2 Authorization – General Ledger and/or Securities Examination**

- a) The Contractor shall obtain prior written authorization from the Department to conduct an examination of the financial records of each Holder proposed for examination. At the time it submits its request for authorization, the Contractor shall provide the Department with:
1. Names of all business entities (general ledger examination) or specific securities issues (securities examination) to be examined, including subsidiaries and any affiliated companies regardless of whether they will be subject to the examination.
  2. Address (physical and mailing), contact person, and telephone number of the Holder’s principal place of business as determined by the latest annual report or filed Form 10-K or other such probative evidence.
  3. Name, address, contact person, and telephone number of the Holder’s Transfer Agent, if applicable.
  4. State(s) of incorporation of the Holder and its subsidiaries and affiliated companies.
  5. Scope of the examination (whether the scope will include a general ledger examination and a securities examination, a general ledger examination only, or a securities examination only).
  6. A copy of any prior written agreements entered into between the Contractor and the Holder within the last two years.
  7. A certification (in writing) that the Contractor has not, within 3 years before the date of the Contractor’s request for authorization, had a business relationship with the Holder.
- b) Unless expressly stated to the contrary in the Department’s written authorization:
1. For Holders that have never reported unclaimed property to the State or that have reported unclaimed property to the State but have never been examined for unclaimed property by, or on behalf of, the State:  
Examination authorizations will cover any property that is past due. Property is past due if the property has reached its dormancy period and has not been reported and remitted to the Department as required by chapter 717.117, F.S. Authorizations to conduct examinations of Holders of unclaimed property will only be approved, and fees will only be paid, for property that is past due as of the date the authorization to examine is granted by the Department.  
By way of example, pursuant to section 717.117, F.S., each year a Holder must remit and report unclaimed property on or before April 30 for unclaimed property that reached its dormancy period during the preceding calendar year. Therefore, if property that reached its dormancy in calendar year 2018 is not remitted and reported by April 30, 2019, it is past due. If the Department authorized an examination on September 30, 2019, the examination is only approved, and fees will only be paid, for property that reached its dormancy period during the 2018 calendar year (or prior calendar years). By contrast, if the Department authorized an examination on January 30, 2019, (which is prior to the April 30<sup>th</sup> reporting deadline for the 2018 calendar year) the examination is only approved, and fees will only be paid, for property that reached its dormancy period during the 2017 calendar year (or prior calendar years).
  2. For Holders that have previously been examined for unclaimed property by, or on behalf of, the State:  
Examination authorizations will only be approved on a case-by-case basis.
- c) Upon receiving a written request from the Contractor, the Department will determine whether participation in the examination is in the best interest of the State and may provide full or partial authorization to proceed with the examination. The Department, in its sole discretion, may deny the request if: 1) the Holder has been examined, is currently being examined, is scheduled for an examination, has reported unclaimed property to the Department previously, has been approved for a Contractor-Assisted Self-Examination, or has requested to enter into a voluntary disclosure agreement with the Department; or 2) it would be in the best interest of the Department to conduct the examination using Department staff or another vendor, or not conduct the examination of the Holder. The granting of such authorization does not give the Contractor the legal right to examine the Holder to the exclusion of other vendors or the Department. In the event that more than one vendor seeks authorization to



conduct an examination of the same Holder covering the same unclaimed property and the same period of time, the examination will be conducted by the Contractor that first obtained a written agreement with an authorized representative of the Holder.

The Department may direct the Contractor to conduct an examination of a Holder's or its Transfer Agent's records.

#### **4.3 Examining – General Ledger and/or Securities Examination**

After receipt of the written authorization letter from the Department, the Contractor shall schedule an opening conference with the Holder within 90 days of the date of the Department's authorization letter. The Contractor shall notify the Department and the Holder of the date and location of the opening conference at least 45 days prior to the conference or as otherwise agreed upon by the Contractor and the Holder. Prior to the opening conference, the Contractor shall provide the Holder with an executed copy of this Contract.

At the opening conference, the Contractor shall:

- a) Identify the time period to be covered by the examination, identify the estimated length of time for the examination to be completed, and describe the general examination methods to be employed, including sampling and estimation.
- b) Identify, in writing, the Department's liaison to whom the Contractor is accountable, including his or her full name, title, address, telephone number, facsimile number, and e-mail address; and advise the Holder that it is free to discuss the examination directly with the liaison at any time regarding allegations of misconduct, unethical behavior, or significant disagreement relating to legal authority.
- c) Identify, in writing, the name of each state participating in the examination and with which the Contractor has a current and valid executed written agreement to examine and report unclaimed property. It is the Holder's option to provide the Contractor with records relating to unclaimed property belonging to states other than Florida.
- d) Identify, in writing, each and every senior employee, representative, and agent who will participate in the examination and the approximate number of persons to be on-site at the Holder's location if an on-site examination is to be conducted by the Contractor.
- e) Explain the Holder's right to dispute the examination findings as described in Section 4.5, below.
- f) Arrange for an on-site or off-site examination of records of all property types.
- g) Fully disclose to the Holder the Contractor's fee arrangement with the Department.
- h) Explain that the Holder must remit to the Contractor any unclaimed property identified during the examination as owing to the State unless the property consists of contents obtained from safe deposit boxes (in which case the Holder must remit the contents to the Department).
- i) Explain and describe the components of the examination, which will typically involve the following phases: basic corporate information gathering; how and where the records are to be produced; devising the examination program; obtaining and detailed testing of Holder records; calculation of unclaimed property liability; and closing the examination.

After the opening conference, the Contractor shall provide a copy of the examination schedule to the Department. The Contractor will use its best efforts to conclude the examination in the time frame set forth in the examination schedule provided at the opening conference. Extensions of the time frame to conduct the examination resulting from a scheduling conflict, provision of records, and other factors may be accommodated by mutual agreement between the Contractor and the Holder. The Contractor shall notify the Holder and the Department whenever it intends to vary from the time frame presented to the Holder at the opening conference.

The Contractor's off-site or on-site examination team shall be supervised by a member of the Contractor's staff who:

- a) Is qualified to supervise the examination, as contemplated by Generally Accepted Auditing Standards, General Standard #1 and Standards of Field Work #1; and
- b) Is a permanent member of the Contractor's staff (as contrasted with an employee hired only to perform the examination); and
- c) Has either:
  1. At least five (5) years of unclaimed property field review and examination experience working for a state in the United States; or
  2. At least five (5) years of senior-level, full-time public accounting experience. "Public accounting experience" is defined as performing tax, examination, management consulting, or accounting work.

#### **4.4 Processing – General Ledger and/or Securities Examination**

- a) The Contractor shall complete the examination of the Holder's records within one year from the date of the Department's authorization letter unless there are circumstances that are entirely beyond the control and management of the Contractor and the Holder. The Contractor shall prepare and submit monthly status reports to the Department on each examination being conducted on behalf of the Department. The report shall be provided to the Department by the 7<sup>th</sup> day of the following month.

These reports shall, at a minimum, include the following information (for any information which cannot be provided because it relates to a step in the process which has not yet occurred, the Contractor shall indicate as much) for each examination currently being conducted by the Contractor:

1. Holder's Name
2. Holder's Address
3. Holder's State of Incorporation
4. Holder's FEIN#
5. Type of Examination
6. Examination Period
7. Date Authorization Received
8. Date Department and Holder notified of Opening Conference Date
9. Date of Opening Conference
10. Date of Last Contact with Holder
11. Records Received
12. Records Reviewed
13. Percentage of Examination Completed
14. Date the Department and Holder Notified of the Exit Conference
15. Date of Exit Conference
16. Date Property Received
17. Date Property Reconciled
18. Date Property Delivered
19. Examination Comments

- b) During the examination of the records, the Contractor shall obtain the following information from the Holder's or its Transfer Agent's records for the unclaimed property due to the Department:

1. name, address, taxpayer identification number, and date of birth of the owner;
2. date of last contact with the owner; and
3. account number.

The Contractor shall work closely with the Holder to obtain this information and any other information required to be reported to the Department by the Reporting Manual linked to in Appendix One. Owner information must be maintained in compliance with sections 119.072, 717.717(8), and 717.1301, F.S. If the owner information is not available, the Contractor shall document its efforts to obtain the information from the Holder and provide a description of its efforts with the report.

Prior to retaining its fee, the Contractor must complete the examination and certify to the Department, in writing, that the report of the examination has been completed by the Contractor in accordance with the requirements of this Contract and the standards established by Florida Statutes and the Florida Administrative Code, and that the Holder has been informed in writing of its obligation to perform due diligence pursuant to chapter 717, F. S. If the Holder has never previously been examined for unclaimed property by the State, or on behalf of the State, the Contractor, upon completion of the examination of the Holder's records, must instruct the Holder and its Transfer Agent, if applicable, to file all future reports of unclaimed property directly with the State, in accordance with the State's reporting requirements.

The Department will not pay a fee for subsequent reports where the principal/responsible company is examined for additional mergers, acquisitions, or exchanges. Exceptions may be granted by the Department, in writing, on a case-by-case basis.

#### **4.5 Collection – General Ledger and/or Securities Examination**

The Contractor shall schedule an exit conference with the Holder. The Contractor shall notify the Department and the Holder of the date and location of the exit conference at least 45 days prior to the conference or as otherwise agreed upon by the Contractor and the Holder. Prior to the exit conference, the Contractor shall provide a copy of the preliminary findings of the examination to the Holder for its review.

If the Holder, or its Transfer Agent, and the Contractor cannot reach an agreement on the preliminary findings subsequent to the exit conference, the Holder or its Transfer Agent may discuss with the Contractor or the Director of the Department's Division of Unclaimed Property (or his/her designee) any concerns it has regarding any phase of the examination. If the concerns are not resolved, the Holder or its Transfer Agent has a right to a review of the examination by the Director of the Division of Unclaimed Property or his/her designee.

All unclaimed property received by the Contractor must either be deposited in an interest-bearing account earning current market rates or must be deposited in an account where earnings credits will be calculated at a market rate which is not less than that which would be earned in an interest-bearing account. The interest earned shall be paid to the Department when the unclaimed property is remitted to the Department or, if earning credits are calculated, the Contractor shall offset such earnings credits against its fee. If the property consists of securities, bonds, or other related property, the Contractor shall ensure that the Custodian keeps such property in a physically secure location.

#### **4.6 Delivery – General Ledger and/or Securities Examination**

- a) Delivery. All unclaimed property received by the Contractor or Custodian shall be delivered to the Department within 30 calendar days of Reconciliation or within 120 calendar days of receipt, whichever occurs first. If the Contractor fails to deliver the unclaimed property to the Department within 30 calendar days of Reconciliation or 120 calendar days of receipt, the Contractor shall pay the Department the additional accrued interest, at the rate described in section 717.134(4), F.S., to the Department when the unclaimed property is remitted (accrual of interest will begin on the 31st day after Reconciliation or the 121<sup>st</sup> day after receipt and will continue until the date the unclaimed property is delivered to the Department). Unclaimed property must be delivered as follows:
1. Tangible Property. The Contractor shall ensure that the Holder delivers all tangible property (such as contents of safe deposit boxes) directly to the Division of Unclaimed Property in Tallahassee, Florida. The Contractor shall not take custody of these items nor shall the Contractor invoice the Department for the value of such property.
  2. Securities. The Contractor shall transfer securities via the Depository Trust Corporation (DTC) to the Department's stock custodian. A separate record shall be created for each reported property type for each owner or each separate securities issue belonging to the same owner.
  3. All Other Types of Property. The Contractor shall issue the Department a check or initiate a wire transfer to the Department.
- b) Reports.
1. General Ledger Examination Report. Upon completion of the general ledger examination of each Holder, the Contractor shall prepare and provide to the Department, in a form acceptable to the Department, a comprehensive and accurate examination report that, at a minimum, includes:
    - i. The name and address of the Holder;
    - ii. The Holder's FEIN;
    - iii. A listing of property types reported along with the amounts to be reported for each;
    - iv. A total of the amounts to be reported;
    - v. The examination period;
    - vi. A narrative detailing the examination procedures;
    - vii. A narrative summarizing the examination findings; and
    - viii. Other relevant comments regarding issues that have arisen or are expected to arise within the course of the examination process.
  2. Securities Examination Report. Upon completion of the securities examination of each Holder or its Transfer Agent, if securities are to be reported, the Contractor shall prepare and provide to the Department, in a form acceptable to the Department, a comprehensive and accurate examination report that, at a minimum, includes:
    - i. The name and address of the Holder;
    - ii. Name of security;
    - iii. Class of security;
    - iv. CUSIP number;
    - v. Description of security;
    - vi. Number of shares for each issue;
    - vii. Maturity date and interest, as applicable;
    - viii. Market value at the time of receipt by the Contractor, as applicable; and
    - ix. Other relevant comments regarding issues that arose or are expected to arise during the course of the securities review process.

3. Safe Deposit Box Report. Upon completion of the examination of each Holder, if the content of a safe deposit box is to be reported, the Contractor shall prepare and provide to the Department, in a form acceptable to the Department, a comprehensive and accurate examination report that, at a minimum, includes:
    - i. The total number of safe deposit boxes reported.
    - ii. The box owner's (renter's) name and address.
  4. Final Report. Upon completion of the examination of each Holder, the Contractor shall prepare and provide to the Department a final report, via an electronic medium, in the format specified in the Reporting Manual linked to in Appendix One. The report must be comprehensive and accurate and include all information required by the Reporting Manual linked to in Appendix One.
- c) Written Agreement(s). The Contractor shall provide a copy of any written agreement(s) between the Holder and the Contractor that were executed during the examination period when submitting the final report to the Department.
  - d) General Ledger Certification. The Contractor shall execute and submit the General Ledger Certification (Appendix Four) when submitting the final report to the Department.
  - e) Work-Papers. The Contractor must submit its work papers to the Department within 30 calendar days of the Department's request.

## Part B. CONTRACTOR-ASSISTED SELF-EXAMINATION OF A HOLDER

### **4.7 Identification – Contractor-Assisted Self-Examination**

The purpose of the Contractor-Assisted Self Examination is to utilize the Contractor to: 1) assist the Department in the outreach, education, and notification of potential Holders of unclaimed property (that have never reported to the State) regarding the subject of unclaimed property and of the Holders' obligation to file unclaimed property reports and remit unclaimed property to the Department; 2) assist Holders in becoming familiar with the reporting requirements and processes; 3) assist the Holders in properly and accurately completing their reports; and 4) file the properly-completed reports and remittances with the Department. The Contractor shall research and identify potential Holders of unreported unclaimed property that is past due. The Contractor shall determine whether the Holder has previously reported unclaimed property to the Department and the types of unclaimed property reported, if applicable. The Contractor shall identify the Holder's state of incorporation and principal place of business.

### **4.8 Authorization – Contractor-Assisted Self-Examination**

- a) The Contractor shall contact Holders who have never reported unclaimed property to the State requesting their participation in a Contractor-Assisted Self-Examination. If a Holder agrees to participate, the Contractor shall obtain prior written authorization from the Department to oversee a Contractor-Assisted Self-Examination to be conducted by a Holder. At the time it submits its request for authorization, the Contractor shall provide the Department with:
  1. Name, address (physical and mailing), contact person, and telephone number of the Holder's principal place of business as determined by the latest annual report or filed Form 10-K or other such probative evidence.
  2. Names of all business entities to be included in the Contractor-Assisted Self-Examination, including subsidiaries and any affiliated companies and whether or not they are subject to the Contractor-Assisted Self-Examination.
  3. Name, address, contact person, and telephone number of Holder's Transfer Agent, if applicable.

4. Property types to be included in the Contractor-Assisted Self-Examination.
  5. Scope of the Contractor-Assisted Self-Examination.
  6. A copy of any prior written agreements entered into between the Contractor and the Holder within the last two years.
  7. A certification (in writing) that the Contractor has not, within 3 years before the date of the Contractor's request for authorization, had a business relationship with the Holder.
  8. Statement (to be provided to the Holder) that the Contractor represents the Department and the Contractor-Assisted Self-Examination is being conducted on behalf of the Department.
- b) Unless expressly stated to the contrary in the written authorization, Contractor-Assisted Self-Examination authorizations only cover property that is past due. Property is past due if the property has reached its dormancy period and has not been reported and remitted to the Department as required by chapter 717.117, F.S. Authorizations to conduct examinations of Holders of unclaimed property will only be approved, and fees will only be paid, for property that is past due as of the date the authorization to examine is granted by the Department.

By way of example, pursuant to section 717.117, F.S., each year a Holder must remit and report unclaimed property on or before April 30 for unclaimed property that reached its dormancy period during the preceding calendar year. Therefore, if property that reached its dormancy in calendar year 2018 is not remitted and reported by April 30, 2019, it is past due. If the Department authorized an examination on September 30, 2019, the examination is only approved, and fees will only be paid, for property that reached its dormancy period during the 2018 calendar year (or prior calendar years). By contrast, if the Department authorized an examination on January 30, 2019, (which is prior to the April 30<sup>th</sup> reporting deadline for the 2018 calendar year) the examination is only approved, and fees will only be paid, for property that reached its dormancy period during the 2017 calendar year (or prior calendar years).

The Contractor shall provide written justification and a Contractor-Assisted Self-Examination plan to the Department. The Contractor must submit a copy of any executed written agreement for the contractor to conduct a contractor assisted self-examination with the Holder, and the authorization request must be prior to the commencement of the Contractor-Assisted Self-Examination of the records of the Holder. If the Holder has agreed to the Contractor-Assisted Self-Examination but has refused to enter into a written agreement, the Contractor shall provide the Department with the information identified in this paragraph with the authorization request.

- c) Upon receiving a written request from the Contractor, the Department will determine whether participation in the Contractor-Assisted Self-Examination is in the best interest of the State and may provide full or partial authorization to proceed with the Contractor-Assisted Self-Examination. The Department, in its sole discretion, may deny the request if: 1) the Holder is currently being examined, is performing a Contractor-Assisted Self-Examination, has reported unclaimed property to the Department previously, has been approved for a Contractor-Assisted Self-Examination, has requested to enter into a voluntary disclosure agreement with the Department; 2) the Department has decided to discontinue the Contractor-Assisted Self-Examination process; or 3) it would be in the best interest of the Department to conduct the self-examination using the Department's staff or another vendor, or not conduct a Contractor-Assisted Self-Examination of the Holder at all. The granting of such authorization does not give the Contractor the legal right to conduct a Contractor-Assisted Self-Examination of the Holder to the exclusion of other vendors or the Department. In the event that more than one vendor seek authorization to conduct a Contractor-Assisted Self-Examination of the same Holder covering the same unclaimed property and the same period of time, the self-examination will be conducted by the vendor that first obtained a written agreement with an authorized representative of the Holder.

#### **4.9 Examination – Contractor-Assisted Self-Examination**

After receipt of written authorization from the Department, the Contractor shall, within 90 days:

- a) Provide the Holder with a copy of this Contract;
- b) Either Conduct an opening conference with the Holder (in-person or via phone) or provide an orientation/overview/instructions packet to the Holder (any materials/information/instructions given to the Holder by the Contractor shall be approved in advance by the Department. Once approved, no changes shall be made by the Contractor to these materials/information/instructions without prior approval by the Department.);

The Contractor shall, within 90 calendar days of receipt of written authorization from the Department:

- a) Identify the time period to be covered by the self-examination, identify the estimated length of time for the self-examination to be completed, and describe the general methods to be employed, including sampling and estimation.
- b) Identify, in writing, the Department's liaison to whom the Contractor is accountable, including his or her full name, title, address, telephone number, facsimile number, and e-mail address; and advise the Holder that it is free to discuss the examination directly with the liaison at any time regarding allegations of misconduct, unethical behavior, or significant disagreement relating to legal authority.
- c) Identify, in writing, each and every senior employee, representative, and agent of the Contractor who will participate and be available to assist the Holder in the Contractor-Assisted Self-Examination, including those who will review the Holder's examination report, review the unclaimed property report, and file the Holder's report and remittance with the Department.
- d) Fully disclose to the Holder the Contractor's fee arrangement with the Department.
- e) Explain that the Holder must report and remit to the Contractor any unclaimed property identified during the Contractor-Assisted Self-Examination that is owed to the State (unless the property consists of contents obtained from safe deposit boxes, which shall be remitted directly by the Holder to the Department).
- f) Explain the responsibilities of the Contractor in the Contractor-Assisted Self-Examination process, which will typically involve the following phases: 1) the Contractor's gathering and documenting basic corporate information; 2) the Contractor's review of the financial statements in order to advise the Holder of the types of property to be included in the Contractor-Assisted Self-Examination; 3) the Contractor's review of the self-examination analysis prepared by the Holder; 4) the Contractor's assistance in the preparation of the unclaimed property report; 5) the Contractor's preparation of a final report to close the Contractor-Assisted Self-Examination; and 6) the Contractor's review of the Holder's final report and submission of the final report and remittance to the Department.
- g) Explain to the Holder that participation in the Contractor-Assisted Self-Examination does not exempt the Holder from being examined in the future if the Department deems an examination is warranted.

The Contractor shall use its best efforts to educate, advise, and assist the Holder in conducting and concluding the Contractor-Assisted Self-Examination in the time frame set forth in the schedule provided at the outset of the examination. Extensions of the time frame to conduct the self-examination resulting from scheduling conflicts, a failure to provide records, and other extenuating factors may be accommodated by mutual agreement between the Contractor and Holder, if approved by the Department.

The Contractor's self-examination team shall be supervised by a member of the Contractor's staff who:

- a) Is qualified to supervise the self-examination, as contemplated by Generally Accepted Auditing Standards, General Standard #1 and Standards of Field Work #1; and
- b) Is a permanent member of the Contractor's staff (as contrasted with an employee hired only to

- assist with the self-examination); and
- c) Has either:
1. At least five (5) years of unclaimed property field review and examination experience working for a state in the United States; or
  2. At least five (5) years of senior-level, full-time public accounting experience. “Public accounting experience” is defined as performing tax, examination, management consulting or accounting work.

#### **4.10 Processing – Contractor-Assisted Self-Examination**

- a) The Contractor-Assisted Self-Examination shall be completed within one year from the date of the Department’s authorization letter unless there are circumstances that are entirely beyond the control and management of the Contractor and the Holder. The Contractor shall prepare and submit monthly status reports to the Department on each Contractor-Assisted Self-Examination being conducted on behalf of the Department. The report shall be provided to the Department by the 7<sup>th</sup> day of the following month. These reports shall, at a minimum, include the following information (for any information which cannot be provided because it relates to a step in the process which has not yet occurred, the Contractor shall indicate as much) for each self-examination currently being conducted by the Contractor:
1. Holder’s name
  2. Holder’s address
  3. Holder’s state of incorporation
  4. Holder’s FEIN
  5. Type of Examination
  6. Examination Period
  7. Date Authorization Received
  8. Date Department and Holder notified of Opening Conference Date, if applicable
  9. Date of Opening Conference, if applicable
  10. Date of last contact with the Holder
  11. Records received
  12. Records reviewed
  13. Percentage of self-examination completed
  14. Date the Department and Holder were notified of the exit conference
- o) Date of exit conference
- p) Date property received
- q) Date property reconciled
- r) Date property delivered
- s) Examination
- t) Comments
- b) During the review and analysis of the Contractor-Assisted Self-Examination reports provided by the Holder, the Contractor shall determine if the following owner information is available from the records of the Holder for the property due to the Department: name, address, taxpayer identification number, date of birth, date of last contact, and account number. The Contractor shall work closely with the Holder to obtain this information and any other information required to be reported to the Department by the Reporting Manual linked to in Appendix One. Owner information must be maintained in compliance with sections 119.072, 717.717(8), and 717.1301, F.S. If the owner information is not available, the Contractor shall document its efforts to obtain the information from the Holder and provide a description of its efforts with the report.



Prior to retaining its fee, the Contractor must certify to the Department, in writing, that the report of the Contractor-Assisted Self-Examination has been completed by the Holder in accordance with the requirements of this Contract and the standards established by the Florida Statutes and the Florida Administrative Code, and that the Holder has been informed in writing of its obligation to perform due diligence pursuant to chapter 717, F. S. The Contractor, upon completion of the self-examination, must instruct the Holder or its Transfer Agent to file all future reports directly with the State, in accordance with the State's reporting requirements.

The Department will not pay a fee for subsequent reports where the principal/responsible company is examined for additional mergers, acquisitions or exchanges.

#### **4.11 Collection – Contractor-Assisted Self-Examination**

The Contractor shall schedule an exit conference or teleconference with the Holder. The Contractor shall notify the Department and the Holder of the date and location of the exit conference or teleconference at least 45 days prior to the conference or as otherwise agreed upon by the Contractor and the Holder.

All unclaimed property received by the Contractor must either be deposited in an interest-bearing account earning current market rates or must be deposited in an account where earnings credits will be calculated at a market rate which is not less than that which would be earned in an interest-bearing account. The interest earned shall be paid to the Department when the unclaimed property is remitted to the Department or, if earnings credits are calculated, the Contractor shall offset such earnings credits against its fee. If the property consists of securities, bonds, or other related property, the Contractor shall ensure that the Custodian keeps such property in a physically secure location.

#### **4.12 Delivery – Contractor-Assisted Self-Examination**

a) Delivery. All unclaimed property received by the Contractor or Custodian shall be delivered to the Department within 30 calendar days of Reconciliation or within 120 calendar days of receipt, whichever occurs first. If the Contractor fails to deliver the unclaimed property to the Department within 30 calendar days of Reconciliation or 120 calendar days after receipt, the Contractor shall pay the Department additional accrued interest, at the rate prescribed under section 717.134 (4), when the unclaimed property is remitted (accrual of interest will begin on the 31st day after Reconciliation or the 121<sup>st</sup> day after receipt and will continue until the date the unclaimed property is delivered to the Department). Unclaimed property must be delivered as follows:

1. Tangible Property. The Contractor shall ensure that the Holder delivers all tangible property (such as contents of safe deposit boxes) directly to the Division of Unclaimed Property in Tallahassee, Florida. The Contractor shall not take custody of these items nor shall the Contractor invoice the Department for the value of such property.
2. Securities. The Contractor shall transfer securities via the Depository Trust Corporation (DTC) to the Department's stock custodian. A separate record shall be created for each reported property type for each owner or each separate securities issue belonging to the same owner.
3. All Other Types of Property. The Contractor shall issue the Department a check or initiate a wire transfer to the Department.

#### **b) Reports.**

1. General Ledger Examination Report. Upon completion of the Contractor-assisted general ledger examination of each Holder, the Contractor shall prepare and provide to the Department, in a form acceptable to the Department, a comprehensive and accurate report that, at a minimum, includes:
  - i. The name and address of the Holder;
  - ii. The Holder's FEIN;
  - iii. A listing of property types with the amounts to be reported for each;

- iv. A total of the amounts to be reported;
  - v. The period covered by the examination;
  - vi. A narrative detailing the examination procedures;
  - vii. A narrative summarizing the examination findings; and
  - viii. Other relevant comments regarding issues that have arisen or are expected to arise within the course of the examination process.
2. Securities Examination Report. Upon completion of the Contractor-assisted securities examination of each Holder or its Transfer Agent, if securities are to be reported, the Contractor shall prepare and provide to the Department, in a form acceptable to the Department, a comprehensive and accurate report that, at a minimum, includes:
- i. The name and address of the Holder;
  - ii. Name of security;
  - iii. Class of security;
  - iv. CUSIP number;
  - v. Description of security;
  - vi. Number of shares for each issue;
  - vii. Maturity date and interest, as applicable;
  - viii. Market value at the time of receipt by the Contractor, as applicable; and
  - ix. Other relevant comments regarding issues that have arisen or are expected to arise during the course of the examination process.
3. Safe Deposit Box Report. Upon completion of the Contractor-Assisted Self-Examination of each Holder, if the contents of a safe deposit box are to be reported, the Holder shall prepare, and the Contractor shall review and provide to the Department, in a form acceptable to the Department, a comprehensive and accurate report that, at a minimum, includes:
- i. The total number of safe deposit boxes reported.
  - ii. The box owner's (renter) name and address.
4. Final Report. Upon completion of the Contractor-Assisted Self-Examination of each Holder, the Contractor shall provide to the Department a final report, via an electronic medium, in the format specified in the Reporting Manual linked to in Appendix One. The report must be comprehensive and accurate and include all information required by the Reporting Manual linked to in Appendix One.

The Holder Contractor-Assisted Self-Examination must include property types that Holders in the same line of business regularly report. If the Holder in a Contractor-Assisted Self-Examination does not report the following property types found in the Florida Property Code and Dormancy Table in the Reporting Manual linked to in Appendix One: MS01, MS04, MS05, MS08, MS09, MS11, or MS16, the Holder must provide a reasonable justification for this omission. The Contractor must state in its report that the Holder has been informed in writing of its obligation to perform due diligence pursuant to chapter 717, F. S.

**5. Contractor Responsibilities.**

a) Deliverables.

<b>Deliverable</b>	<b>Performance Standard</b>	<b>Financial Consequences</b>
General Ledger and/or Securities Examination	In accordance with Sections 4.1 through 4.6, above, and relevant	1. Any examination performed by the Contractor without an

	<p>provisions in Florida Statutes and the Florida Administrative Code.</p>	<p>authorization from the Department will be considered to have been performed gratuitously and the Contractor shall not retain a fee for such examination.</p> <ol style="list-style-type: none"> <li>2. Reports from the Contractor with insufficient owner information (see Section 4.4, above) will be returned to the Contractor if the Department determines that there is insufficient documentation from the Contractor describing its efforts to obtain the owner information from the Holder and, if the Contractor fails to remedy such issue, the Contractor shall refund its fee to the Department.</li> <li>3. If the Contractor fails to comply with the requirements of Section 4.6, above, or fails to comply with the invoicing requirements of this Contract, the Contractor may only retain a fee of <b>6%</b>. If the Contractor has retained a fee in excess of <b>6%</b>, the Contractor must reimburse the Department within 30 calendar days of the Department's request for reimbursement.</li> </ol>
<p>Contractor-Assisted Self-Examination</p>	<p>In accordance with Sections 4.7 through 4.12, above, and relevant provisions in Florida Statutes and the Florida Administrative Code.</p>	<ol style="list-style-type: none"> <li>1. Any examination performed by the Contract without an authorization from the Department will be considered to have been performed gratuitously and the Contractor shall not retain a fee for such examination.</li> <li>2. Reports from the Contractor with insufficient owner information (see Section 4.10, above) will be returned to the Contractor if</li> </ol>

		<p>the Department determines that there is insufficient documentation from the Contractor describing its efforts to obtain the owner information from the Holder and, if the Contractor fails to remedy such issue, the Contractor shall refund its fee to the Department.</p> <p>3. If the Contractor fails to comply with the requirements of Section 4.12, above, or fails to comply with the invoicing requirements of this Contract, the Contractor may only retain a fee of <b>6%</b>. If the Contractor has retained a fee in excess of <b>6%</b>, the Contractor must reimburse the Department within 30 calendar days of the Department's request for reimbursement.</p>
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b) No Compensation from/to the Holder or Holder Transfer Agent.

The Contractor (and any Contractor Representative, as defined in Attachment 1, Standard Terms and Conditions) shall not solicit, accept, contract for, or receive compensation in any form or manner from any Holder (or any entity acting on behalf of the Holder) for whom the Contractor has received the Department's authorization to conduct a General Ledger and/or Securities Examination or Contractor-Assisted Self-Examination pursuant to this Contract: 1) during such examination; 2) within one (1) year from the date of the Department's authorization; or 3) within three (3) years before the date of the Department's authorization. The Contractor shall not pay compensation in any form or manner to any Holder (or any entity acting on behalf of the Holder) for whom the Contractor has received the Department's authorization to conduct a General Ledger and/or Securities Examination or Contractor-Assisted Self-Examination pursuant to this Contract: 1) during such examination; 2) within one (1) year from the date of the Department's authorization; or 3) within three (3) years before the date of the Department's authorization.

c) Holder Cooperation.

If a Holder being examined by the Contractor requests an agreement regarding the performance of the examination, the Contractor shall draft, and negotiate, such agreement. The Contractor shall submit the draft agreement to the Department for review, approval, and execution. If a Holder refuses to provide access to its records or will not enter into a written agreement regarding performance of the examination, the Contractor shall notify the Department, and the Department will provide instructions on further actions to be taken.

d) Off-Site or On-Site Review and Examination.

The Contractor's conduct in the course of performing a General Ledger and/or Securities Examination or overseeing a Contractor-Assisted Self-Examination shall be in a manner that causes minimal disruption of the regular business activities and hours of the Holder.

e) Examination Procedure Manual.

The Contractor shall develop a procedures manual related to the identification of the Holder's unclaimed property liability and provide it to the Department for approval. Specifically, the procedures should explain how the Contractor will address the following issues: the nonexistence of owners' addresses, out-of-proof records, unclaimed underlying shares of stock bankruptcies, and the appropriateness of release-of-liability and indemnification. The manual shall also include procedures on cooperation with on-going state examinations, case law, examination procedures, dormancy periods, reporting periods, the methodology of estimation techniques, and other compliance techniques. The procedure manual must also address the proposed process for a Contractor-Assisted Self-Examination if the Contractor intends to request authorization to oversee Contractor-Assisted Self-Examinations. The Contractor may not begin any services under this Contract until the manual is completed and approved by the Department.

f) Office.

The Contractor shall maintain a full-time, professionally staffed office located in the United States of America, which shall serve as the Contractor's official point of contact for services performed under this Contract. The office and staff shall be accessible and available to the Department during regular working hours in order to respond to inquiries and concerns. The Contractor shall provide assistance to the Department regarding examinations conducted by employees of the Department.

g) Participation as Witness.

The Contractor and its staff must make themselves available to participate in any judicial or administrative proceedings pertaining to the services provided pursuant to this Contract.

i) Working Papers.

The Contractor shall properly document its general ledger examination and/or securities examination and make the working papers gathered during the General Ledger Examination and/or Securities Examination available on demand for review by the Department. Such working papers will include planning information and all related calculations, statistical analyses, and summarizations.

j) Board Minutes.

Within 30 days, the Contractor shall furnish the Department with the minutes of all board meetings that affect the Contractor's policies related to identifying, examining, reviewing, processing, collecting, and delivering unclaimed property to the Department. The Contractor shall not apply any proposed inter-state policies to a General Ledger and/or Securities Examination or a Contractor-Assisted Self-Examination conducted on behalf of the State unless the Department has approved the policy.

**k) Performance Standards Where Not Further Specified in Scope Section 2.**

All deliverables developed and work conducted by the Contractor pursuant to this Deliverable shall be performed in accordance with the Department of Financial Services' policies and standards, and applicable specifications listed or provided by the Contract Manager.

**l) Bond.**

Within forty-five (45) days of the Effective Date, the Contractor shall provide the Department with a fidelity bond, financial guaranty bond, fidelity insurance, or other financial guaranty from an entity licensed in the State which provides protection to the Department against theft, loss, or other illegal diversion of funds by the Contractor or any Contractor Representatives in the amount of \$100,000. The language and terms of the bond, insurance, or other financial guaranty must be pre-approved by the Department.

**6. Department's Responsibilities**

- a) The Department will notify the Contractor, in writing, of all instances where deliverables do not conform to the minimum acceptance criteria specified herein. Notwithstanding Attachment 1, Standard Terms and Conditions, the Department will inspect and accept deliverables within thirty (30) calendar days. If not accepted, deliverables are deemed rejected.
- b) The Department shall maintain proprietary rights to all general ledger examinations, securities examinations and Contractor-Assisted Self-Examination records, indemnification agreements, release of liability agreements, and all other records relating to all examinations-and Contractor-Assisted Self-Examinations performed by the Contractor on behalf of the Department.
- c) The Department shall have final authority in authorizing the Contractor(s) to perform a general ledger examination, securities examination or Contractor-Assisted Self-Examination of the records of a Holder, withdraw from a general ledger examination, securities examination or Contractor-Assisted Self-Examination of the records of a Holder, reassign a general ledger examination, securities examination or Contractor-Assisted Self-Examination of the records of a Holder, and terminating an authorized general ledger examination, securities examination or Contractor-Assisted Self-Examination of the records of a Holder.
- d) The Department retains the right to direct the Contractor to conduct a general ledger examination, securities examination or Contractor-Assisted Self-Examination of the records of a particular holder whenever it deems it necessary to carry out its responsibilities and duties under Chapter 717, F. S.
- e) The decisions of the Department shall be final and binding on both parties in the event of any doubt or differences of opinion as to the procedures to be used or the services to be furnished by the Contractor.

## **7. Miscellaneous Contract Terms.**

- a) Survey. The Department will survey Holders, using the survey in Appendix Two, regarding the examination process and will consider the responses from such surveys when deciding whether to renew the Contract. The surveys will be issued randomly and the survey responses will become a public record.
- b) Warranties of Contractor. The Contractor covenants and warrants as follows:
  - 1. It is lawfully organized and constituted under all federal, state, and local laws, ordinances, and other authorities of its domicile and is otherwise in full compliance with all legal requirements of its domicile.
  - 2. It is possessed of the legal authority and capacity to enter into and perform the contract.
  - 3. It has been duly authorized to operate and do business in the State of Florida and all places where it will be required to conduct business under the contract; that it has obtained, at no cost to the State, all necessary licenses and permits required in connection with the contract; and that it will fully comply with all laws, decrees, labor standards, and regulations of its domicile and such other location where performance may occur during the term of the contract.
  - 4. It has no present interest and shall not acquire any interest, which would conflict in any manner with Contractor's duties and obligations under the contract. The commodities and services rendered shall in all respects conform to, and function in accordance with, the specification and designs requested in the Request for Contract Proposal.

- c) Documents, Data, or Information Obtained by the Contractor. The Contractor, its agents or employees, shall not enter into any arrangement or agreement with any other person for the release or review of any information obtained from a general ledger examination, securities examination or Contractor-Assisted Self-Examination regarding unclaimed property owed to the State of Florida. Unless otherwise directed by the Department, the Contractor, its agents or employees, shall not release, or allow to be reviewed, any records or any information obtained from records related to unclaimed property owed to the State of Florida. The Contractor, its agents or employees, shall not do any act that would give a registrant, or a registrant's employer, a competitive advantage over another registrant. An examination is not complete until it has been processed and added to the unclaimed property database subsequent to a determination by the Department that the report is accurate and that the reported property is the same as the remitted property.
- d) Termination of Authorization to Examine a Holder. Authorization to perform a general ledger examination, securities examination or Contractor-Assisted Self-Examination of a Holder may be terminated by the Department if:
1. The Contractor or its employees or agents have violated, or have induced the Holder to violate, any provision of chapter 717, F. S.
  2. The Contractor or its employees or agents have made a material misrepresentation or omission to the Holder, an agent or employee of the Holder, or to the Department.
  3. The Contractor has breached the agreement between the Contractor and the Department.
  4. The actions of the Contractor or its employees or agents are such that the good name, governmental reputation, or business reputation of the Department is damaged or may be damaged. Such actions include, but are not limited to, criminal acts, rude or boorish behavior in the presence of the Holder or in communications to the Holder; unnecessarily confrontational conduct in the presence of the Holder or in communications to the Holder; or disruptive, antagonistic, or uncooperative attitude in the presence of the Holder or in communications to the Holder; threatening the imposition of interest, fines or penalties if the Holder fails to conduct a contractor-assisted self-examination; failure to cooperate in Departmental investigation; falsification of records; making a false statement; harassment; misdemeanor or felony conviction; negligence; rudeness to the public; sexual harassment; substandard quality of work; theft or attempted theft or aiding others in theft or attempted theft; threatening or abusive language; and any violation of DFS Administrative Policies and Procedures, 5-26 Standards and Procedures of Discipline, Handout # 13, IX. B. through H., Appendix Three.

If the Department becomes aware that any one or more of the events or violations outlined in Section 5.6 have occurred, the Department shall inquire into the matter. If there is evidence that one or more events outlined in Section 5.6 have in fact occurred, the Department shall terminate authorization to perform a general ledger examination, securities examination or Contractor-Assisted Self-Examination of the Holder or Holder's agent and the Contractor shall cease to conduct the general ledger examination, securities examination or Contractor-Assisted Self-Examination of the records of the Holder on behalf of the State of Florida.

The Department may subsequently authorize the Contractor to continue the general ledger examination, securities examination or Contractor-Assisted Self-Examination upon terms and conditions satisfactory to the Department and the Holder; authorize another Contractor to conduct the general ledger examination, securities examination or Contractor-Assisted Self-Examination of the records of the Holder; conduct the general ledger examination, securities examination or Contractor-Assisted Self-Examination of the records of the Holder itself using the Department's employees; or decide to refrain from examining the records of the Holder.

## **APPENDIX ONE**

### Electronic Reporting Instructions

(which includes the Florida Property Code and Dormancy Table)

This information can be obtained online at

<https://www.myfloridacfo.com/appresources/UPMIS/HolderReporting/Reporting-Instructions-Manual.pdf> under the “Report and Remit Unclaimed Property” link.



## APPENDIX TWO

### Holder Survey

1. Did the contractor act in a courteous and professional manner? Yes \_\_\_ No \_\_\_

If the answer is NO, please explain:

2. Did the contractor provide you with adequate assistance? Yes \_\_\_ No \_\_\_

If the answer is NO, please explain:

3.a. If the contractor conducted a general ledger examination or processed the security records of holder, did the contractor request to review records of the holder prior to the preparation of the report of unclaimed property by the contractor? Yes \_\_\_ No \_\_\_

If the answer is YES, please briefly identify the records requested:

3.b. If the contractor oversaw a contractor-assisted self-examination, did the contractor request to review records of the holder, which in your view were sufficient to adequately verify the accuracy of the report of unclaimed property prepared by the holder? Yes \_\_\_ No \_\_\_

If the answer is NO, please briefly identify the records which should have been requested:

4. Did the contractor solicit you or your business for any additional services for a fee that were to be offered by the contractor's company? Yes \_\_\_ No \_\_\_

If the answer is YES, please explain:

Please provide any additional comments you may have:

## **APPENDIX THREE**

### Standards of Conduct

Department of Financial Services, Administrative Policies and Procedures, 5-26 Standards and Procedures of Discipline – Career Service Employees

A copy of this policy is available upon request from the Department's Contract Manager identified on the Contract Signature Page.

## **APPENDIX FOUR**

### General Ledger Examination Certification

The Contractor hereby certifies that:

The general ledger examination requirements for Identification, Authorization, General Ledger and/or Securities Examinations, Contractor-Assisted Self-Examinations, Collection and Delivery of Unclaimed Property for the State of Florida has been fully complied with, including, but not limited to, the requirements that:

All work papers include planning information and all related calculations, statistical analyses, and summarizations.

Contractor's Name: \_\_\_\_\_

Contractor's Telephone \_\_\_\_\_

Number of Contractor's Contact Person: \_\_\_\_\_

Signature of Contractor's Contact Person: \_\_\_\_\_ Date: \_\_\_\_\_

Holder's Name and Address: \_\_\_\_\_

\_\_\_\_\_

Holder's Tax Identification Number: \_\_\_\_\_

**DEPARTMENT OF FINANCIAL SERVICES**  
**Public Records Requirements**

**Addendum A**

**1. Public Records Access Requirements.**

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

**2. Public Records Requirements Applicable to All Contractors.**

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

**Addendum A**

**3. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

If the Contractor is a “contractor” as defined in section 119.0701(1)(a), F.S., the Contractor shall:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.
- c. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the Public Records to the Department.
- d. Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department’s custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.
- e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT PUBLIC RECORDS AT:**

**Telephone: (850) 413-3149**  
**Email: [PublicRecordsInquiry@myfloridacfo.com](mailto:PublicRecordsInquiry@myfloridacfo.com)**  
**Mailing Address: The Department of Financial Services**  
**Office of the General Counsel, Public Records**  
**200 E. Gaines Street, Larson Building**  
**Tallahassee, Florida 32399-0311**

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

**DEPARTMENT OF FINANCIAL SERVICES**  
**Data Security Requirements**

**Addendum B**

**1. Data Security.**

The Contractor, its employees, subcontractors, and agents, shall comply with Rule Chapter 60GG-2, Florida Administrative Code (F.A.C.), which contains information technology (IT) security procedures and requires adherence to the Department's security policies, the relevant parts of which are contained herein, in performance of this Contract. The Contractor shall provide immediate notice to the Department's Information Security Office, within the Office of Information Technology, in the event it becomes aware of any security breach or any unauthorized transmission or loss of any or all of the data collected, created for, or provided by the Department (State Data). Except as required by law or legal process, and after notice to the Department, the Contractor shall not divulge to third parties any Confidential Information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Contract work according to applicable rules, including, but not limited to, Rule Chapter 60GG-2, F.A.C. "Confidential Information" means information in the possession of, or under the control of, the state of Florida (State) or the Contractor that is exempt from public disclosure pursuant to chapter 119, Florida Statutes (F.S.), or to any other applicable provision of State or federal law that serves to exempt information from public disclosure. This includes, but is not limited to, the security procedures, business operations information, or commercial proprietary information in the possession of the State or the Department. The Contractor will not be required to keep confidential any information that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's Confidential Information, or information that is otherwise obtainable under State law as a public record.

**2. Data Protection.**

No State Data will be transmitted, processed, or stored outside of the United States of America regardless of method, except as required by law. Access to State Data will only be available to staff approved and authorized by the Department that have a legitimate business need. Access to State Data does not include remote support sessions for devices that might contain the State Data; however, during remote support sessions the Department requires the Contractor to escort the remote support access and maintain visibility of the support personnel's actions. The Contractor shall encrypt all data transmissions containing Confidential Information. The Contractor agrees to protect, indemnify, defend, and hold harmless the Department from and against any and all costs, claims, demands, damages, losses, and liabilities arising from or in any way related to the Contractor's breach of this addendum or the negligent acts or omissions of the Contractor related to this addendum.

**3. Separate Security Requirements.**

Any Criminal Justice Information Services-specific and/or Health Information Portability and Accountability Act-specific security requirements are attached in a separate addendum, if applicable. The Contractor shall develop data security procedures to ensure only authorized access to data submissions by personnel for contracted activities.

**4. Ownership of State Data.**

State Data will be made available to the Department upon its request, in the form and format reasonably requested by the Department. Title to all State Data will remain property of the Department and/or become property of the Department upon receipt and acceptance. The Contractor shall not possess or assert any lien or other right against or to any State Data in any circumstances.

**DEPARTMENT OF FINANCIAL SERVICES**  
**Mandatory Criteria Certification Form**  
**1819-05 RCP UP**

Commented [JE1]: Updated with RCP version of this document

**Attachment C**

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

---

1. Does the Respondent certify that it agrees to the terms above?  
Yes \_\_\_ No\_\_\_
2. Does the Respondent certify that the person submitting the Response is authorized to respond to this RCP on the Respondent's behalf?  
Yes \_\_\_ No\_\_\_
3. Does the Respondent certify that its Response (a) discloses the name of any officer, director, employee, or other agent who is also an employee of the State and (b) discloses the name of any State employee who owns, directly or indirectly, and interest of five percent (5%) or more in the Respondent or its affiliates?  
Yes \_\_\_ No\_\_\_
4. Does the Respondent certify that it is not on the Department of Management Services' convicted vendor or discriminatory vendor lists?  
Yes \_\_\_ No\_\_\_
5. Does the Respondent certify compliance with each of the following statements?
  - The Respondent is not currently under suspension or debarment by the State or any other governmental authority.
  - To the best of the knowledge of the person signing the Response, the Respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law, in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
  - Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
  - The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
  - The Respondent has fully informed the Department in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a), F.S.), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract and for violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract. This includes

disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

- Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
  - Has within the preceding three (3) years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
  - Has within a three-year period preceding this certification had one (1) or more federal, state, or local government contracts terminated for cause or default.
- The service offered by the Respondent will conform to the specifications without exception.
- The Respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the Respondent, the Respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the Response.
- The Respondent shall indemnify, defend, and hold harmless the Department and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Respondent's preparation of its Response.
- All information provided by, and representations made by, the Respondent are material and important and will be relied upon by the Department in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Department of the true facts relating to submission of the Response. A misrepresentation shall be punishable under law, including, but not limited to, chapter 817, F.S.

Yes \_\_\_ No \_\_\_

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

Yes \_\_\_ No \_\_\_

7. Certify one (1) and write N/A on the others, or select "no" for each if none can be certified to:

- a. Does the Respondent certify that it is registered with the Florida Department of State?

Yes \_\_\_ No \_\_\_ N/A \_\_\_

**OR**

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

Yes \_\_\_ No \_\_\_ N/A \_\_\_

**OR**

- c. Does the Respondent certify that it is not required to register with the Florida Department of State (see applicable sections of Title XXXVI, Business Organizations, chapters 605 through 623, F.S.)?

**Attachment C**

2 of 3



Yes \_\_\_ No \_\_\_ N/A \_\_\_

8. Does the Respondent certify that it is neither engaged in a boycott of Israel nor on the Scrutinized Companies that Boycott Israel List?

Yes \_\_\_ No \_\_\_

9. Does the Respondent certify that it is not 1) on the Scrutinized Companies with Activities in Sudan List, or 2) on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List? *Based on the total submitted on the Price Response, including all renewal years, respond "N/A" if the goods or services to be provided are less than \$1 million.*

Yes \_\_\_ No \_\_\_ N/A \_\_\_

As the person authorized to sign this form, I certify that the Respondent has accurately answered each of the certification questions above.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Name of the Respondent:

\_\_\_\_\_

Signature of Respondent's  
Authorized Representative:

\_\_\_\_\_

Printed Name of  
Respondent's Authorized  
Representative:

\_\_\_\_\_

**ATTACHMENT D**  
**Price Response**

The Contractor agrees that it may retain no more than **fifteen percent (15%)** of the dollar amount of the property delivered or value thereof for a completed general ledger and/or securities examination for all unclaimed property codes as defined in Appendix One to Attachment 2, Statement of Work, other than “SC” and “DM” property codes.

The Contractor agrees that it may retain no more than **nine percent (9%)** of the dollar amount of the property delivered or value thereof for a completed general ledger and/or securities examination or contractor assisted self-audit for all “SC” and “DM” unclaimed property codes as defined in Appendix One to Attachment 2, Statement of Work.

The Contractor agrees that it may retain no more than **nine percent (9%)** of the dollar amount of the property delivered or value thereof for a completed contractor-assisted self-examination for all unclaimed property codes as defined in Appendix One to Attachment 2, Statement of Work.

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

VENDOR NAME: \_\_\_\_\_  
(Company)

VENDOR ADDRESS: \_\_\_\_\_  
(City/State/Zip) \_\_\_\_\_

VENDOR PHONE: \_\_\_\_\_

VENDOR E-MAIL CONTACT: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE:  
(Printed) \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**DEPARTMENT OF FINANCIAL SERVICES  
Business Reference Form**

**Attachment E**

**This form must be completed by the person giving the reference for the Respondent. The Respondent is submitting a reply to a solicitation. For purposes of this form, the Respondent is the business entity that currently provides or has previously provided services to your organization. Upon completion of this form, please return the original to the Respondent.**

This business reference is for (Respondent's Name): \_\_\_\_\_

<b>REFERENCE INFORMATION</b>	
<b>Organization Name:</b>	<b>Phone #:</b>
<b>Reference Name:</b>	<b>Title:</b>

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

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

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

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

I further certify that:

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

\_\_\_\_\_  
**Reference's Original Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Reference Name**

**DEPARTMENT OF FINANCIAL SERVICES  
Evaluator Score Sheet  
1819-05 RCP UP**

**Attachment B**

**INSTRUCTIONS**

**Each evaluator should read all Responses before attempting to assign scores to any one Response. Evaluators must score each Respondent being evaluated on a separate score sheet.**

**Response Evaluation** – The evaluation team will independently score Volume Two: Technical Response based on the Evaluation Criteria below. The evaluation team will not review Volume One: Response Qualification Documents, which will be reviewed by the Point of Contact. All Responses received for evaluation by the evaluation team have completed the Administrative Review process.

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

**RESPONSE EVALUATION CRITERIA**

The evaluation of the Responses will involve scoring the following categories within the Technical Response:

- Narrative on Experience and Ability
- Respondent’s Proposed Approach
- Custodian of Cash and Securities
- Conflict of Interest Disclosures

Criteria have been developed for each category and are presented on the score sheet. A score should be assigned to each criterion as follows:

<b>Assessment</b>	<b>Maximum Points - 15</b>	<b>Maximum Points - 10</b>	<b>Maximum Points - 5</b>
Excellent	13-15	9-10	5
Good	10-12	7-8	4
Adequate	7-9	5-6	3
Poor	4-6	3-4	2
Unacceptable	0-3	0-2	0-1

Scoring should reflect the evaluator’s independent evaluation of the Respondent’s overall response based on each criterion and should take into account the Respondent’s ability to meet each function, characteristic, performance level, or specification described in the RCP. **Possible considerations in determining a score are included on the score sheet. These considerations are not intended to be all-inclusive of the qualitative considerations in scoring each Response.**

A Respondent who exceeds the function, characteristic, performance level, or specification described in the solicitation should receive a higher score than a Respondent who merely meets the function, characteristic, performance level, or specification.

Once the evaluator has completed a score sheet for each Response, the evaluator must submit the completed score sheets to the Point of Contact.

### **Assigning Total Point Values to Responses**

For each criterion, the Point of Contact will average the scores received from all evaluators by a Respondent. The Point of Contact will add these average scores together for the total points awarded to a Respondent from all evaluators (evaluator points).

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## EVALUATION CRITERIA SCORE SHEET

Criteria for Evaluation	Maximum Points	Points Received
<b>1.</b> Ability, qualifications, staff, and experience to provide the services described herein in a professional manner and to represent the Department with integrity and unquestionable ethics (e.g., references, and experience and ability).	15	
<b>2.</b> Legal expertise and staff to interpret Florida laws relating to unclaimed property (e.g., staffing descriptions, expertise of consultants and subcontractors).	5	
<b>3.</b> Technical expertise, capability, and staff to audit the records of a holder or its agents in order to identify and determine the amount of unreported unclaimed property liability and to verify the accuracy and completeness of said records (e.g., staffing descriptions, references, and experience and ability).	15	
<b>4.</b> Ability and staff to audit the holder's records in a timely fashion without causing any disruption to the holder's regular business activities (e.g., staffing descriptions, references, and experience and ability).	15	
<b>5.</b> Ability and staff to process the information pertaining to the unreported unclaimed property liability into a report, prepare and submit comprehensive and accurate reports, and remit records on a database compatible with that of the Department (e.g., staffing descriptions, references, and experience and ability).	10	
<b>6.</b> Technical capability to deliver the unclaimed property that can be delivered electronically to the Department via an electronic media format acceptable to the Department.	5	
<b>7.</b> Demonstrates that the Custodian of the cash, stocks, and bonds due to the State of Florida is a federal- or state-licensed financial institution and that the Custodian function is separate from the examination and compliance function.	5	
<b>8.</b> Has sufficient security procedures in place to ensure that all unclaimed property and audit reports are secure and confidential.	15	

<p><b>9.</b> Summarizes a procedure manual detailing the procedures and methodologies that will assure quality in the examination process and the contractor-assisted self-audit (if the contractor intends to oversee self-examinations) to determine and accurately report the holder's unclaimed property liability.</p>	<p>10</p>	
<p><b>10.</b> Demonstrates that the Respondent is independent and objective and that there will be no conflicts of interest or any appearances of a conflict of interest as described in the RCP.</p>	<p>5</p>	
<p style="text-align: center;"><b>TOTAL POINTS RECEIVED FOR TECHNICAL RESPONSE (100 Points Possible)</b></p>		

**Evaluator Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Evaluator Signature:** \_\_\_\_\_

**DEPARTMENT OF FINANCIAL SERVICES**  
**Relevant Portions of Contractor's Response**

**Addendum C**