

# The State of Florida Department of Management Services

# Invitation to Bid (ITB)

# 84131503

# **Commercial Automobile**

# Insurance

## ITB No: 23-84131503-H

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Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes. Any protest must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or U.S. mail at Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, FL 32399-0950. Protests may also be filed by fax at 850-922-6312 or by email at agencyclerk@dms.myflorida.com It is the filing party's responsibility to meet all filing deadlines.

The Procurement Officer should be copied on such filings.

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## Timeline of Events

The table below contains the timeline of events for this solicitation. It is the responsibility of the Bidder to check for any changes. The dates and times within the Timeline of Events are subject to change. All changes to the Timeline of Events will occur through an addendum to the solicitation and will be noticed on the State of Florida bidding system, the Vendor Bid System (VBS).

Bidders shall not rely on the MyFloridaMarketPlace (MFMP) Sourcing time clock. It is not the official submission date and time deadline. The official solicitation closing time and deadlines are reflected in the Timeline of Events listed below.

Timeline of Events	Event Time (ET)	Event Date
Solicitation posted on the VBS and in MFMP Sourcing		August 20, 2019
Deadline to submit questions in MFMP Sourcing	5:00 P.M.	August 26, 2019
Department's anticipated posting of answers		September 3, 2019
Last day to register as a new MFMP vendor and join the event	10:00 A.M.	September 17, 2019
Deadline to submit bid and all required documents in MFMP Sourcing	10:00 A.M.	September 20, 2019
Public Opening 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950	10:01 A.M.	September 20, 2019
Anticipated date to post Notice of Intent to Award	2:00 P.M.	October 1, 2019
Anticipated Contract start date	12:01 A.M.	October 20, 2019

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## 1 INTRODUCTION

## 1.1 Objective

The State of Florida Department of Management Services' Division of State Purchasing (Department) is issuing this Invitation to Bid (ITB) to establish a single year commercial automobile insurance policy for the Named Insured. Customers for this contract include state agencies and eligible users. For the purposes of this solicitation, eligible users are limited to state universities, as described by section 1000.21(6), Florida Statutes.

The solicitation will be administered using MFMP Sourcing and the Vendor Bid System (VBS). The VBS will serve as the official system of record.

## **1.2 Background Information**

This Commercial Automobile policy has an average annual spend of \$224,037. The historical spend is for informational purposes only and should not be construed as representing actual, guaranteed, or minimum spend under a new contract.

## 1.3 Term

The term of the contract resulting from this solicitation will be for one year beginning October 20, 2019, 12:01 a.m., and ending October 20, 2020, 12:01 a.m. There are no renewals contemplated.

## 1.4 Definitions

Definitions contained in section 287.012, Florida Statutes, Rule 60A-1.001, Florida Administrative Code, Special Contract Conditions and the PUR 1001 form are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions. All definitions apply in both their singular and plural sense.

**1.4.1** Bidder – A Broker who submits a bid to this ITB.

**1.4.2** Broker - An insurance intermediary in good standing with the State of Florida that holds current and valid Florida resident or nonresident insurance license(s) in the appropriate line of business described in this ITB.

**1.4.3** Business day – Each day during which the State and its agencies are open for business, from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday.

**1.4.4** Claim - A demand for recovery for loss or damages resulting from a covered cause of loss.

**1.4.5 Commodity Code -** The numeric code for classifying commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

**1.4.6** Contractor - The Broker that has been awarded the Contract.

**1.4.7** Customer –The agency or eligible user that purchases commodities contractual services pursuant to the Contract. For the purposes of this solicitation, eligible users are limited to state universities, as described by section 1000.21(6), Florida Statutes.

## **1.4.8 Department** - The Florida Department of Management Services

**1.4.9 Insurance Policy or Policy** - The contract for insurance that the Broker must provide to the Department on behalf of the Named Insured. The parties to the Insurance Policy will be the Department, the Named Insured, the Broker, and the Insurer.

**1.4.10 Insurer or Underwriter** - The insurance company selected by the Broker to provide insurance coverage.

1.4.11 Named Insured - Those entities listed in the Scope of Work section.

**1.4.12 Policy Inception –** The effective date of an Insurance Policy.

**1.4.13 Premium -** The amount of money the Named Insured pays the Broker or Insurer for the Insurance Policy.

**1.4.15 State Purchasing** - The division within the Department responsible for the procurement and administration of this ITB and the day-to-day administration of the Contract

**1.4.16 United Nations Standard Products and Services Code (UNSPSC)** – A commodity code list used by the State.

1.4.17 Vendor – A Broker.

#### 1.5 **Procurement Officer**

The Procurement Officer is the sole point of contact for this ITB.

Jill Soderberg, DMS Statewide Insurance Program Coordinator Division of State Purchasing Florida Department of Management Services 4050 Esplanade Way, Suite 360K Tallahassee, FL 32399-0950 Phone: (850) 488-7996 Email: jill.soderberg@dms.myflorida.com

\*\*\*\*ALL EMAILS TO THE PROCUREMENT OFFICER SHOULD CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL\*\*\*\*

#### **1.6** Order of Precedence for Solicitation

In the event of a conflict between any of the solicitation documents, the conflict will be resolved in the following order of priority (highest to lowest):

- a) Addenda to Solicitation, if issued (in reverse order of issuance)
- b) Scope of Work
- c) Attachment D, Expiring Commercial Automobile Insurance Policy
- d) Attachment B, Additional Special Contract Conditions
- e) Attachment C, Special Contract Conditions
- f) Attachment A, Draft Contract
- g) ITB and all other ITB attachments

## 2 SCOPE OF WORK

## 2.1 Department Insurance Program

The State of Florida has statutorily established the following two methods for state agencies and other governmental entities to obtain insurance coverage: (1) the State Risk Management Trust Fund (SRTF) administered by the Department of Financial Services, Division of Risk Management, for property, general liability, automotive liability, federal civil rights, court-awarded attorney's fees in certain other proceedings against the state, and workers compensation, as established by Chapter 284, Florida Statutes; and (2) commercial insurance purchased by the Division of State Purchasing pursuant to section 287.042, Florida Statutes, for risks not eligible for coverage through the SRTF.

Subsection 287.022(1), Florida Statutes, provides "Insurance, while not a commodity, nevertheless shall be purchased for all agencies by the department, except that agencies may purchase title insurance for land acquisition and may make emergency purchases of insurance pursuant to s. 287.057(3)(a), Florida Statutes. The procedures for purchasing insurance, whether the purchase is made by the department or by the agencies, shall be the same as those set forth herein for the purchase of commodities".

State Purchasing operates the Florida Insurance Program, which is responsible for the purchase and management of insurance for executive branch agencies, at their own choosing and based upon funding allocations. The purpose and goal of the Department Insurance Program is to provide coverage at the best rates possible for Florida state agencies. Whenever possible, the Insurer must provide coverage to any state agency requesting coverage under this program.

The Broker or Underwriter will have 30 days from receipt of the Department's request to add a new Named Insured to the State Policy and receipt of all applicable previous and current coverage information to accept or reject a <u>new</u> Named Insured to the State policy.

## 2.2 Purpose

The purpose of the solicitation is to establish a Commercial Automobile Insurance policy for the Named Insured. The Vendor shall market and secure an Insurance Policy on behalf of the State of Florida and the Named Insureds that shall, at a minimum, include coverage as set forth below in Section 2.6, Coverage and Deductibles, and in Attachment D, Expiring Commercial Automobile Insurance Policy. The term of the insurance policy will be for one year beginning October 20, 2019, 12:01 a.m., and ending October 20, 2020 12:01 a.m.

The Named Insured are participating in the Commercial Automobile policy to receive insurance coverage for both owned and non-owned vehicles, and to receive coverage limits greater than those provided by the SRTF. These SRTF certificates of coverage are provided in Attachment Q, Other Insurance, for informational purposes.

## 2.3 Commodity Code List

## 84131503 Commercial Automobile Insurance

## 2.4 Named Insured

The master policyholder for the insurance policy is the State of Florida, c/o the Department of Management Services, Division of State Purchasing, 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950.

The following entities are the current Named Insureds for whom coverage is being sought:

DCF DFS	Department of Children and Families Department of Financial Services
DOH	Department of Health
FAMU	Florida Agricultural and Mechanical University
FAU	Florida Atlantic University
FIU	Florida International University
FPU	Florida Polytechnic University
FSDB	Florida School for the Deaf and Blind
FSU	Florida State University
FWC	Florida Fish and Wildlife Conservation Commission
HSMV	Department of Highway Safety and Motor Vehicles
JAC	Justice Administration Commission
NCF	New College of Florida
UF	University of Florida
UNF	University of North Florida
USF	University of South Florida
UWF	University of West Florida

NOTE: Additional Named Insureds may be added or Named Insureds listed above may be removed during the policy period as outlined in section 2.8.6. Additions to the above listed Named Insureds must be consistent with current Contract Insurance Policy rates, terms, and conditions. The premiums offered to the additional named insureds added to the Insurance Policy coverage after Contract execution shall not exceed the applicable rates filed for that year with the Office of Insurance Regulation.

## 2.5 Named Insured Auto Usage

Each Named Insured has provided a summary of their automobile usage program in Attachment M, Named Insured Auto Usage, which includes information regarding policies and procedures for usage of a scheduled vehicle.

Currently there are 1,106 approved drivers on the program. If a Bidder requires additional information for the approved drivers, the Bidder must contact the Procurement Officer identified in section 2.2 via email and request additional information about the approved drivers of Named Insureds covered by the Insurance Policy. Any request for approved drivers' information received by the Procurement Officer after 4:00 P.M., September 18, 2019 will not be fulfilled before the deadline to submit bid and all required documents in MFMP Sourcing as set forth in the Timeline of Events.

## 2.6 Locations of Covered Property

Locations of the Named Insured vary throughout the State of Florida. The commercial automobile coverage schedule may be modified by the Named Insured throughout the policy period. The frequency of changes varies among each Named Insured throughout the policy term, but each Named Insured will remain responsible for any Premium payment assessed while participating in the policy coverage. Premiums for such additional exposures are to be consistent with current policy terms and conditions and the premium rate shall not exceed the applicable rates filed for that year with the Office of Insurance Regulation.

## 2.7 Coverage and Deductibles

Insurance Policy coverage procured through this solicitation shall be the same as provided in Attachment D, Expiring Commercial Automobile Insurance Policy. Key coverages are indicated below:

Coverage	Covered Auto Symbols	Limit of Insurance (this is the most that will be paid for any one accident or loss.)
Liability (combined single limit)	10	\$ 1,000,000 each accident
Personal Injury Protection (PIP) or equivalent added no-fault coverage)	5	PIP Endorsement CA 22 10 01 13
Auto Medical Payments	7	\$ 5,000 each person
Physical Damage – Comprehensive	7	ACV or cost of repair whichever is less, minus \$ 500 deductible each covered auto.
Physical Damage – Specified Causes of Loss	7	ACV or cost of repair whichever is less, minus \$ 500 deductible each covered auto.
Physical Damage - Collision	7	ACV or cost of repair, minus \$ 500 deductible each covered auto.

## 2.8 Historical Premium and Loss Information

The Broker must submit a Claim and loss summary report annually to the Department's Contract Manager. The Department reserves the right to request loss runs at any time during the policy period. Historical premium and loss information for the expiring policy is included in Attachment L and L-1 of this solicitation. This information is for informational purposes only and should not be construed as representing actual loses under a new Contract.

## 2.9 Broker / Underwriter Responsibilities

The Broker will market and secure an insurance policy on behalf of the State of Florida and the Named Insured, c/o the Department of Management Services, Division of State Purchasing, 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950.

The Broker shall respond to the Departments all services and Named Insured's inquiries during Business Days. The following days are observed as holidays by state agencies: <u>DMS State</u> <u>Holidays</u>

## 2.9.1 Routine Communications

All routine communications and reports related to the Contract shall be sent to the Department's Contract Manager. If any information listed on the Broker Information Form attachment changes during the life of the Contract, then the Broker shall update the Broker Information Form and submit to the Department's Contract Manager. Communications may be by e-mail, regular mail, or telephone

## 2.9.2 Broker License

The Broker, for the duration of the Contract term must hold current and valid Florida resident or non-resident insurance licenses in the appropriate line of business for the insurance coverage provided under the Contract.

Any agents assigned to this insurance policy must maintain current and active insurance license(s) required to secure the insurance described in the ITB.

#### 2.9.3 Premium Invoicing

In addition to the terms in Special Contract Conditions section 3.3, Payment Invoicing, the following applies to Contractor invoicing:

- a) Premiums will be invoiced annually at Policy Inception for each Named Insured, and as additions and deletions to the policy dictate.
- b) Invoices must include an invoice number, the insurance company name, the insurance policy number, effective dates of coverage, a description of the coverage, payment due date, and a remittance address. Invoices must contain detail sufficient for an audit and contain the Broker's Federal Employer Identification Number.
- c) All invoices are to be issued in the name of each Named Insured and must be provided in writing to the Named Insured and to the Department's Contract Manager. Payment by the Named Insured will be made in accordance with section 215.422, Florida Statutes. The Department may assist the Broker in securing these payments to the best of its ability.

## 2.9.4 Insurance Policy Conditions

After award, the Contractor must provide the Department an original and complete copy of the Insurance Policy, including declarations, insuring agreements, conditions, exclusions, schedule of coverage, and all necessary endorsements at policy inception, or an insurance binder until such Insurance Policy is received. The Insurance Policy must include a manuscript endorsement and must conform to the requirements stated in this ITB. Failure to submit a complete Insurance Policy will constitute sufficient grounds for termination.

The Insurance Policy must conform to the following coverage conditions:

- 2.9.4.1. The entire coverage is to be written under one Insurance Policy and represented by one Insurer.
- 2.9.4.2. Coverage must include, at a minimum, the coverage outlined in this ITB and the expiring policy. Refer to Attachment D, Expiring Commercial Automobile Insurance Policy, of this ITB.
- 2.9.4.3 The Insurer may be requested to provide coverage for additional automobiles during the policy term. Premiums for such additional exposures are to be consistent with current policy terms and conditions and the premium rate shall not exceed the applicable rates filed for that year with the Office of Insurance Regulation.
- 2.9.4.4 Auto Identification Cards must be issued to the Named Insured for each vehicle covered during the policy period, on the effective date of coverage for that vehicle.
- 2.9.4.5 A series of claims arising from the same occurrence shall be treated as one occurrence.
- 2.9.4.6 The applicable policy limit shall not, upon the occurrence of any loss covered, reduce the policy limit. No policy aggregate shall apply.
- 2.9.4.7 Policy endorsements and invoices will be provided to the Named Insured and the Department as soon as coverage is bound. Named Insureds that begin coverage mid-term shall be invoiced for the remainder of the term on a prorated basis and those Named Insureds that begin coverage mid-term shall not

be assessed a premium rate that exceeds the applicable rates filed for that year with the Office of Insurance Regulation.

2.9.4.8 The Broker and Insurer shall provide an Insurance Policy that conforms with all relevant and applicable statutes and regulations governing insurance.

## 2.9.5 Claims Settlement

Claims must be submitted by the Named Insured to the Broker as outlined in the Insurance Policy that results from this Contract. The Broker or Underwriter must notify the Department in writing at the time the claim is submitted by a Named Insured during the policy period. The Broker must coordinate with the Named Insured filing the Claim on any details required by the Broker to ensure proper settlement.

The Broker is to track all Claims submitted and identify which Named Insured filed the Claim. Any settlement checks must be issued in the name of the Named Insured that filed the Claim, c/o State of Florida - Department of Management Services. Settlement checks must include: policy name and number; the Named Insured who filed the Claim; date of loss; total Claim filed, deductible, check number, and check amount. The Broker will provide Claim settlement checks directly to the Named Insured filing the Claim whenever possible, and the Broker will provide a copy of the settlement check to the Department's Contract Manager.

## 2.9.6 Additions/Deletions

The Department reserves the right to request additions to or deletion from existing coverages or exposures stated in the Insurance Policy on behalf of the Named Insured when deemed to be in the State's best interest. All requests for addition or deletion to coverage will be made by the Department.

Additions in coverage or exposure must be consistent with current Contract Insurance Policy rates, terms, and conditions. The premiums offered to the additional named insureds added to the Insurance Policy coverage after Contract execution shall not exceed the applicable rates filed for that year with the Office of Insurance Regulation. However, the insurer is not required to accept the state's addition if it can document that such addition results in an exposure that would warrant a change in current Contract Insurance Policy rates, conditions, or terms.

The Broker and Underwriter have 30 days from receipt of the Department's request to accept or reject a new Named Insured to the State policy and receipt of all previous and current coverage information, including loss history. Upon acceptance by the Broker and Underwriter, the Broker will invoice the Named Insured as indicated above.

The Broker or Underwriter will provide premium refund checks to the Named Insured, as appropriate, when changes are made to individual Named Insureds schedules. Refund checks may be provided directly to the Named Insured. The Broker will provide a copy of all refund checks to the Department's Contract Manager for the contract file.

#### 2.9.7 Policy Administration

The Broker must aide in the fulfillment of all obligations to the Department and its Named Insureds as provided for under the Insurance Policy that results from this ITB. The Broker will, at a minimum: communicate with the Insurer on all changes to the policy requested by the Department; provide endorsements for changes to the policy schedule; forward premium payments to the Insurer, as appropriate; and assist in the filing of claims and claim settlement refunds. Any failure by the Broker to provide policy administration to the Department will constitute a breach of Contract.

## 2.9.8 Contract Transition

Upon Contract expiration or termination, the incumbent Broker shall ensure a seamless transfer of Contract responsibilities with any subsequent Broker necessary to transition the services of this Contract. The incumbent Broker and subsequent Broker assume all expenses related to the Contract transition.

## 2.10 Premium Rates

All premiums are to be fixed for the full policy term.

## 2.11 Ad-hoc Report

The Broker is required to submit ad hoc reports to the Department within the specified amount of time as requested by the Department.

## 2.12 Cancellation

In addition to the requirements of Special Contract Conditions section 3.9, Return of Funds, the following applies to cancellation of the Insurance Policy:

All cancellations must be calculated on a pro-rata basis and must adhere to the requirements of Florida law. For the purpose of this clause, pro-rata means, in the case of cancellation of an insurance policy, the return of the Premium for the unexpired term of the policy, without penalty for interim cancellation. The Department reserves the right to cancel the Insurance Policy at any time by providing written notice to the Broker at least 30 (thirty) days prior to the effective date of cancellation. Such cancellation request will be mailed to the Broker's Contract Manager. Cancellation notices from the Insurer will be as provided for in the Insurance Policy and must be mailed to the Department's Contract Manager.

## 2.13 Independent Broker

The Broker and its employees, agents, representatives, and subcontractors are not employees or agents of the Department and are not entitled to the benefits of State of Florida employees. The Department will not be bound by any acts or conduct of the Broker or its employees, agents, representatives, or subcontractors. The Broker agrees to include this provision in all of its subcontracts under the Contract.

## 2.14 Insurer Serviceability

The Broker will notify the Department's Contract Manager of any concerns regarding the ability to provide ongoing services, claims settlement, or any diminished actions including, but not limited to, the reduction in the financial rating of the insurer providing coverage subsequent to Contract award. Failure to notify the Department of concerns may, at the Department's option result in termination of the Insurance Policy.

## 2.15 Underwriting Information

2.15.1 The Underwriter is not obligated to provide coverage for a risk determined to be inappropriate for the coverage described in the Contract.

2.15.2 The Department, Broker, or Underwriter have the right to refuse coverage to any State University eligible user, as described by section 1000.21(6), Florida Statutes, with adverse loss histories, requesting coverage after having secured private coverage of a similar nature, or requesting to join or rejoin the Insurance Policy after an absence of coverage under a previous insurance policy procured by the Department.

2.15.3 Vehicle valuation is based upon Actual Cash Value

2.15.4 Individual Named Insureds are not allowed to add to or remove the coverages provided to all Named Insured under the Insurance Policy .

2.15.5 Uninsured Motorist coverage IS NOT required by any Named Insured under this policy. 2.15.6 Refer to Attachment F, Price Sheet, for a current listing of covered vehicles and the

requested coverage.

2.15.7 Vehicles which have been altered or vehicles with specialized equipment will be noted on the Attachment M, Named Insured Vehicle Usage, for each vehicle as applicable.

2.15.8 There is no statewide policy addressing driver safety training, training manuals, or distracted drivers training program. Each Named Insured is responsible for the drivers assigned to its vehicles.

2.15.8 Each Named Insured operates under its internal policies and procedures

## 2.16 Named Insured Auto Usage

Each Named Insured has provided a summary of their auto usage in Attachment M, Named Insured Auto Usage, including information regarding any specialized vehicles.

#### 2.17 MFMP Transaction Fee

In addition to the requirements of Special Contract Conditions section 3.7, Transaction Fees, the Broker' must pay the Transaction Fees unless the transaction is considered exempt per Rule 60A-1.031 Florida Administrative Code.

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## 3 ITB STANDARD REQUIREMENTS

## 3.1 Limitation on Contact with Government Personnel (Subsection 287.057(23), F.S.)

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the 72-hour period following the agency the Notice of Intended Award, excluding Saturdays, Sundays, and state holidays any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

## 3.2 Minor Irregularities

Although the Department defines certain items as requirements for responding to the ITB, the Department reserves the right to waive any minor irregularity, technicality, or omission if the Department determines, in its sole discretion, that it is in the best interest of the State to do so. There is no guarantee that the Department will waive a minor irregularity, omission, or deviation, or that any Vendor with a bid containing a minor irregularity, deviation, or omission will be considered for award of this procurement. The Department may reject any bid not submitted in the manner specified by this solicitation.

## 3.3 Mandatory Requirements

A deviation from a requirement or condition is material if, in the State's sole discretion, the deficient bid is not in substantial accord with the solicitation requirements, provides a substantial advantage to one Bidder over another, or has a potentially significant effect on the quality of the bid or on the cost to the State. The Department may reject any bid not submitted in the manner specified by the solicitation documents.

## 3.4 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at (850) 922-7535 or at least five business days prior to the scheduled event. If you are hearing or speech-impaired, please contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD). The telephone numbers are supplied for notice purposes only.

## 3.5 Lobbying Disclosure

The successful Bidder shall comply with applicable federal requirements for the disclosure of information regarding lobbying activities of the successful Bidder, subcontractors or any authorized agent.

## 3.6 Responsive and Responsible Bid

Bids that do not conform in all material respects to the solicitation requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Bids which include a condition or exception may result in the Bid being found not in conformance in all material respects of the solicitation and rejected as non-responsive. Alternatively, and in the Department's sole discretion, the Department may disregard or reject any condition or exception included in a bid. By submitting a bid, the Bidder acknowledges the Department's right to disregard or reject any condition or exception included with a bid and to review the remainder of the submitted bid as if the condition or exception had not been included. Bidders whose bids, references, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a contract may be deemed not responsible and the Bid rejected as non-responsive. The

Department reserves the right to determine which bids meet the requirements of this solicitation, and which Bidders are responsive and responsible.

## 3.7 Right to Reject

The Department reserves the right to accept or reject all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so shall serve the Department's best interests. The Department may reject any bid not submitted in the manner specified by the solicitation documents.

## 3.8 Redacted Submissions

The following section supplements section 19 of the PUR 1001. If Bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, Bidder must mark the document as "Confidential" and simultaneously provide the Department with a separate redacted copy of its bid and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the Bidder's name on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy should only redact those portions of material that the Bidder claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution or other authority, to which documents that are marked as confidential are responsive, the Department will provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Bidder such an assertion has been made. It is the Bidder's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information (unless otherwise prohibited by applicable law). The Bidder shall be responsible for defending its determination that the redacted portions of its bid are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

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

## 3.9 Additional Information

By submitting a bid, Bidder certifies that it agrees to and satisfies all criteria specified in the ITB. The Department may request, and Bidder will provide, additional supporting information or documentation. Failure to supply supporting information or documentation as required and requested may result in disqualification of the bid.

## 3.10 Identical Tie

If the Department receives two identical Bids, the Department will select a Bidder in accordance with Florida statutes.

## 4. ITB SPECIFIC TERMS

#### 4.1 **Responsiveness Requirements**

Bidders shall provide the required documentation requested in this section to be considered responsive.

#### 4.1.1 Attachment E, Responsive Requirements

# The Department will not review Bids from Bidders who do not meet the minimum mandatory requirements listed in Attachment E.

The Bidder will download, complete, and upload the attachment within the MFMP Sourcing Application.

#### 4.1.2 Attachment F, Price Sheet

# The Department will not review Bids from Bidders who do not submit an Attachment F.

Bidders will download the Microsoft<sup>®</sup> Excel file Attachment F, Price Sheet. Review and follow these instructions and the general information as provided in the Price Sheet. The Price Sheet is locked and will move automatically to the areas highlighted in yellow where premium pricing and assessments or fees are to be input. Respondents must provide annual premium pricing for coverage requested for each vehicle listed on the Price Sheet

If there are any assessments or fees associated with the proposed insurance policy in the Bid, Bidder must for the assessment or fee (excluding an inspection fee) input the name of the assessment/fee and it's applicable percentage of the total vehicle annual premium in the price sheet, which will autocalculate the associated cost for the policy period. For an inspection fee, if applicable, Bidder must input the associate cost for the policy period. If a Bidder does not include an assessment or fee, the Bidder is stating there are no assessments or fees associated with the proposed insurance policy.

Once filled in, the Bidder must upload the filled-in Microsoft® Excel file within the MFMP Sourcing Application. Bidders should not convert the Price Sheet to a PDF.

Other than providing the requested bid information within the Price Sheet, the responding Bidder may not alter the information, specifications, or contents of the Price Sheet, as created by the Department. Any such alteration of the Price Sheet specifications or contents may result in the Bidder being deemed non-responsive and its response not evaluated. Bidders are reminded that only one Price Sheet shall be submitted by a Broker.

Pricing must be based upon current deductibles.

Bidders should not include Terrorism Risk Insurance (TRIA) premium pricing, as this coverage is not required on this policy.

Note: Any bid with a Price Sheet that fails to provide annual premium pricing for every vehicle listed in the Price Sheet or has price fields showing error codes shall be rejected

as non-responsive. If there is a conflict between these instructions and the Price Sheets, these instructions will control.

## 4.2 Other Documents to be submitted by vendor with Bid prior to ITB opening

## 4.2.1 Insurer Quotation

The Bidder will upload a copy of the Insurer quotation document which provides coverage limits and deductible information at the same coverage provided for in Attachment D, Expiring Commercial Automobile Insurance Policy for comparison to the expiring policy. The Department reserves the right to reject a Bid as non-responsive if the insurance quotation does not include coverage that is the same coverage contemplated in Attachment D, Expiring Commercial Automobile Insurance Policy.

## 4.2.2 Attachment G, Certification of Drug Free Workplace

If applicable, the Bidder will download and fill out the attachment and upload the filledout form within the MFMP Sourcing Application.

## 4.2.3 Attachment H, Broker Information Form

The Bidder will download and fill out the attachment and upload the filled-out form within the MFMP Sourcing Application. This form identifies persons responsible for answering questions about the Respondent's Bid and administering the Policy.

## 4.2.4 Attachment I, Broker Criteria Form

The Bidder will download, fill out, and have notarize the attachment and upload the filledout and notarized document within the MFMP Sourcing Application.

## 4.2.5 Attachment J, Underwriter Certification Form

The Bidder will download and have the secured Underwriter fill out and notarize the attachment and upload the filled-out and notarized document within the MFMP Sourcing Application.

## 4.2.6 Attachment K, Insurance Savings/Rate Reductions

The Bidder will download and fill out the attachment and upload within the MFMP Sourcing Application. The Bidder is required to demonstrate the percent (%) savings in rates offered compared to the expiring policy. The Bidder is required to submit this form with its bid, and if awarded, at the time of any renewals or extensions.

#### 4.2.7 Administrative Documents

The Bidder will also upload a single PDF file, which includes the following information:

- a) E-verify screenshot
- b) Company's Certificate of Insurance
- c) Out of State Preference Letter from Attorney (if applicable)

Any Bidder who states that its "principal place of business" is outside of this state must submit with its bid in accordance with section 287.084, Florida Statutes, a written opinion of an attorney at law, licensed to practice law in that foreign state, that contains information explaining the preferences, any or none, granted by the law of that state to its own business entities whose principal place(s) of business are in that foreign state in the letting of any or all public contracts. For the purpose of this ITB, "principal place of business" means the state in which the Bidder's high level officers direct, control, and coordinate the Bidder's activities.

## 4.3 Broker Marketing

All Bidders are to refrain from blocking the insurance market. The State of Florida encourages fair and open competition and participation by all Bidders. The Bidder must not reserve more than a reasonable number of underwriters to prepare a response to this solicitation and any proposed coverage should not have been reserved in advance of this solicitation. If it is determined that there are a limited number of insurance markets available and a Bidder has blocked the markets for other eligible Bidders, the Department reserves the right to reject all responses.

## 4.4 Registration with the Florida Department of State

If awarded a Contract, the Bidder shall provide the Department with a PDF file of its current and active registration with the Department of State prior to Contract execution. Pursuant to section 607.1501, Florida Statutes, out-of-state corporations, where required, must obtain a current and active Florida Certificate of Authority. Website: <u>www.sunbiz.org</u>.

4.5 Florida Substitute Form W-9

If awarded a Contract, the Bidder shall register and complete an electronic Florida Substitute Form W-9 prior to execution of a Contract. The Internal Revenue Service (IRS) receives and validates the information vendors provide on the Florida Substitute Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit: <u>https://flvendor.mvfloridacfo.com/</u>

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## 5 RESPONDING TO THE ITB

## 5.1 Who May Respond

Fully capable Insurance Brokers, who are in good standing with the State of Florida, that meet the qualifications in the scope of work, and possess a Certificate of Authority with the appropriate line of business as described in this ITB, in accordance with section 624.404, Florida Statutes, or is an eligible surplus lines insurer in accordance with section 626.915, Florida Statutes, may respond.

## 5.2 Commitment to Diversity in Government Contracting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by woman-, veteran-, and minority-owned small businesses 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. The Department strongly encourages firms doing business with the State of Florida to consider participating in this program.

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 of Florida. The Bidder may contact the Office of Supplier Diversity at (850) 487-0915 or <a href="mailto:osdinfo@dms.myflorida.com">osdinfo@dms.myflorida.com</a> for more information on certified business enterprises that may be considered for subcontracting opportunities and for more information on the Mentor Protégé Program.

## 5.3 Question Submission

The Department invites interested and registered Vendors to submit written questions regarding the solicitation through MFMP Sourcing. Vendors who have 'Joined' the MFMP Sourcing event may submit questions using the MFMP Sourcing 'Messages' tab (referred to as the "Q&A Board" in PUR 1001). Questions may be submitted in MFMP Sourcing until the Question Submission Deadline listed in the Timeline of Events.

The following quoted text replaces Paragraph 5 of PUR 1001, which is incorporated by reference in Section 6.1, General Instructions:

"Questions must be submitted via the Q&A Board within MFMP Sourcing and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline of Events. Questions shall be answered in accordance with the Timeline of Events. All answers to properly submitted questions submitted will be issued by an addendum and published and answered in a manner that all proposers will be able to view. Proposers shall not contact any other employee of the Department for information with respect to this solicitation. Each respondent is responsible for monitoring the Vendor Bid System for new or changing information. The Department will not be bound by any verbal or written information that is not contained in the solicitation documents or formally noticed and issued by the Department's contracting personnel. Questions to the Procurement Officer or to any Department personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 20 of the PUR 1001."

Bidders are strongly encouraged to raise any questions or concerns regarding this ITB, including the proposed Contract terms and conditions, during the open question period.

## 5.4 Addenda to the ITB

The Department reserves the right to modify this solicitation by addenda. Addenda may modify any aspect of this solicitation. Any addenda issued will be posted on the VBS. It is the Bidder's responsibility to check for any changes to a solicitation prior to submitting a bid.

## 5.5 Public Opening

Bids will be publicly opened on the date and at the location indicated in the Timeline of Events. Bidders are not required to attend. The Department generally does not announce prices or release other materials at this public meeting, in accordance with paragraph 119.071(1)(b), F.S.

## 5.6 Basis of Award

The Department anticipates awarding to one responsive and responsible Bidder whom the Department determines has provided the lowest total annual premium, which includes the sum of the vehicle premium total and any Bidder added costs of fees and assessments for the policy period.

In accordance with section 626.915, Florida Statutes, responses submitted from an eligible surplus lines insurer will not be considered if insurance coverage can be procured from a responsive and responsible insurance Broker.

The Department intends to make a single statewide-award. The Department reserves the right to accept or reject any and all offers, and to waive any minor irregularity if the Department determines that doing so will serve the best interest of the State.

## 5.7 Electronic Posting of Notice of Intended Award

The Department will electronically post a Notice of Intended Award on the VBS for review by interested parties at the time and location specified in the Timeline of Events. The Notice of Intended Award will remain posted for a period of 72 hours, not including weekends or State observed holidays. If the Notice of Intended Award is delayed, in lieu of posting the Notice of Intended Award, the Department may post a notice of delay and a revised date for posting the Notice of Intended Award.

## 5.8 Firm Response

The following replaces Paragraph 14 of PUR 1001: The Department intends to award a contract within 60 days after the date of the bid opening, during which period bids shall remain firm and shall not be withdrawn. If an award is not made within 60 days, all bids shall remain firm until either the Department awards the Contract or the Department receives from the Bidder written notice that the bid is withdrawn. Bids that express a shorter duration may, in the Department's sole discretion, be accepted or rejected.

## 5.9 Modification or Withdrawal of Bid

A Bidder is responsible for the content and accuracy of its bid. A bidder may modify or withdraw its bid at any time prior to the deadline to submit bid in accordance with the Timeline of Events.

#### 5.10 Cost of Response Preparation and Independent Preparation

The costs related to the development and submission of a response to this ITB are the full responsibility of the Bidder and are not chargeable to the Department. A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Vendor or Bidder as to any matter related to the bid each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit or not submit a bid.

## 5.11 Contract Formation

The Department may issue a Notice of Intended Award, to successful Bidder(s). However, no Contract will be formed between a Bidder and the Department until the Department signs the Contract. The Department shall not be liable for any work performed before the Contract is effective.

The Department intends to enter into a Contract(s) with Bidder(s) pursuant to the Basis for Award section of this solicitation. No additional documents submitted by a Bidder shall be incorporated in the Contract unless it is specifically identified, incorporated by reference, and approved by the Department. If any additional documents are submitted by the Bidder, the additional documents will not be considered for the Basis for Award.

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## 6 GENERAL AND SPECIAL INSTRUCTIONS

## 6.1 General Instructions

PUR 1001, the General Instructions to Bidders, as modified by this ITB, is incorporated by reference and provided via the link below: <u>http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf</u>

In the event any conflict exists between the Special Instructions and General Instructions to Bidders, the Special Instructions shall prevail.

## The following sections of the PUR 1001 are inapplicable:

Section 3. Electronic Submission of Bids Bids shall be submitted in accordance with Section 6.3 of this solicitation.

Section 5. Questions

Questions shall be submitted in accordance with Section 5.3 of this solicitation.

## The following section of the PUR 1001 (General Instructions) is modified as follows:

## Section 9. Respondent's Representation and Authorization

In submitting a response, each respondent understands, represents, and acknowledges the following.

- 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 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 prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential Respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any Respondent or potential Respondent, and they will not be disclosed before the solicitation opening.
- 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) Florida Statutes), 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 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 funds:

- Has within the preceding three 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 or more federal, state, or local government contracts terminated for cause or reason of default that would impair the Respondent's ability to deliver the commodities or contractual services of the resultant contract.
- The product 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 bid.
- 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 bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817, Florida Statutes.

## 6.2 Special Instructions

#### 6.2.1 MFMP Registration

In order to submit questions regarding this procurement, and to submit a response to the solicitation, a Respondent must be a registered Vendor in the MFMP Vendor Information Portal (VIP). Registered Vendors must log in to the MFMP Sourcing application using their MFMP VIP username and password to ensure that their contact information is correct and that they have registered with the matching commodity code of the MFMP Sourcing event. To participate in the procurement, a Vendor must also indicate its intent to participate in electronic solicitations in MFMP Sourcing on the 'Solicitations' page of their MFMP VIP account.

#### If you are not currently registered with MFMP VIP, you must:

- a) Create an account through the MFMP VIP.
- b) Within MFMP VIP, indicate on the 'Solicitations' page that you wish to participate in electronic solicitations.
- c) Within MFMP VIP, in the Commodity Selections section, ensure that you have selected the matching commodity codes used in this procurement. Vendors will not receive notifications for procurements with commodity codes that they have not selected in their MFMP VIP account.

Please note: VBS and MFMP Sourcing may provide automated notifications to the Vendor community, as a courtesy, based on commodity codes that are tied to a Vendor's registration in the MFMP VIP. Vendors with a commodity code that matches the commodity code of the MFMP Sourcing event will be able to 'Join' the MFMP Sourcing event. If a Vendor does not have a matching commodity code, VBS and MFMP Sourcing will not provide a courtesy notification and the Vendor will not be able to 'Join' the MFMP Sourcing event. Vendors have the ability to access and update their registration in VIP by adding commodity codes to their business profile. Changes made in MFMP VIP, including new registrations, may take 48 hours to take effect.

The MFMP VIP can be accessed via this link: <u>ttps://vendor.myfloridamarketplace.com/</u>

The Department strongly recommends setting your MS Internet Explorer browser to compatibility mode while using MFMP applications. For more information regarding recommended internet browser settings, please click <u>here.</u>

#### ALL VENDORS MUST 'JOIN' THE MFMP SOURCING EVENT BY THE TIME AND DATE LISTED IN THE TIMELINE OF EVENTS IN ORDER TO PARTICIPATE IN THIS SOLICITATION. THE DEPARTMENT WILL ONLY EVALUATE BIDS SUBMITTED USING MFMP SOURCING.

In order to 'Join' the MFMP Sourcing event, Vendors must:

- a) have a current MFMP Vendor registration within the MFMP VIP; and
- b) select 'Yes' to participate in electronic sourcing events in MFMP Sourcing on the 'Solicitations' page of their MFMP VIP account.

The MFMP Sourcing application may be accessed using the following link: <u>https://sourcing.myfloridamarketplace.com</u>

#### 6.2.2 MFMP Sourcing Phases

A solicitation formally begins when the Department posts a Notice on VBS. The Department will also publish the procurement in MFMP Sourcing.

Do not rely on MFMP Sourcing for notices of procurements or agency decisions. VBS is the centralized procurement website designated by the Department for electronic posting of competitive procurements, addenda, agency decisions, intended decisions, including, but not limited to, intended contract awards. MFMP Sourcing is the application for submitting formal questions in response to the solicitation.

The following are MFMP Sourcing phases:

#### Preview Status

When this solicitation is published as a 'Public Event' in MFMP Sourcing, it will initially exist in a 'Preview' status. During the 'Preview' status, Vendors without a matching commodity code can only preview the MFMP Sourcing event. Vendors with a matching commodity code can 'Join' the event, view and download solicitation documents, and accept the 'Bidder's Agreement.'

In accordance with the time stated on the Timeline of Events, Vendors may submit questions to the Procurement Officer in the 'Messages' tab of the MFMP Sourcing event, during the Preview status, after they have joined the event. The solicitation will remain in 'Preview' status until the 'Open' status begins.

#### **Open Status**

The solicitation will be in 'Open' status on the date listed on the Timeline of Events. When a solicitation is in 'Open' status, all registered Vendors with a matching commodity code, who 'Join' the MFMP Sourcing event and accept the 'Bidders Agreement' may submit Bids until the Bids Due date listed in the solicitation's Timeline of Events section.

The solicitation remains in 'Open' status until the Bids Due date and time listed in the solicitation's Timeline of Events section.

#### Pending Selection Status

After the response due date in the Timeline of Events, the solicitation will enter 'Pending Selection' status. During this phase of the solicitation, the 'Pending Selection' tab will appear in MFMP Sourcing.

#### **Completed Status**

If the tab in MFMP Sourcing indicates 'Completed,' either a Notice of Intent to Award or a Notice to Reject All Bids has been posted on VBS. However, do not rely on MFMP Sourcing for this information. The VBS is the centralized procurement website for the posting of agency decisions.

#### 6.2.3 MFMP Training

MFMP University offers Vendor training materials on the Department's website at: <u>https://www.dms.myflorida.com/business\_operations/state\_purchasing/myfloridamarketplac</u> e/mfmp\_vendors/training\_for\_vendors.

For vendors responding to this solicitation, it is highly recommended that vendors review the training provided via this link for Responding to Electronic Solicitations: <u>https://www.dms.myflorida.com/content/download/140134/903704/Responding\_to\_Electronic\_Solicitations.pdf</u>

Please visit <u>MFMP University</u> to access online trainings on a variety of topics, including Vendor Registration and Selecting Commodity Codes.

#### 6.2.4 MFMP Assistance

If you need assistance with using MFMP, please contact the MFMP Customer Service Desk at <u>VendorHelp@myfloridamarketplace.com</u> or (866) 352-3776.

#### 6.3 Submission of a Bid

By submitting a bid to this solicitation, the Bidder agrees to and waives any objections to requirements contained in the solicitation. By submitting a bid, the Bidder certifies that it agrees to and satisfies all criteria specified in this solicitation.

Bidders are responsible for submitting their bids in MFMP Sourcing by the date and time specified in the Timeline of Events of this solicitation. The Department will not consider late bids.

Submit all attachments and documentation in MFMP Sourcing. Attachments submitted in MFMP Sourcing should be named similarly to the following file naming conventions:

#### Example: JohnDoeLLC\_Attachment\_E.pdf (PDF) JohnDoeLLC\_PriceSheet. Xlsx (Excel)

## **ITB ATTACHMENTS**

- Attachment A Draft Contract
- Attachment B Additional Special Contract Conditions
- Attachment C Special Contract Conditions
- Attachment D Expiring Commercial Automobile Insurance Policy
- Attachment E Responsiveness Requirements
- Attachment F Price Sheet
- Attachment G Certification of Drug Free Workplace
- Attachment H Broker Information Form
- Attachment I Broker Criteria Form
- Attachment J Underwriter Certification Form
- Attachment K Insurance Savings/Rate Reductions
- Attachment L Historical Premiums and Loss History
- Attachment L-1 FAU 2017-2019 Expiring Policy and Loss History
- Attachment M Named Insured Vehicle Usage
- Attachment N Other Insurance

#### Required Documents to be submitted by vendor with Bid prior to ITB opening

- Attachment E Responsiveness Requirements
- Attachment F Price Sheet

Other Documents to be submitted by vendor with Bid prior to ITB opening

- Attachment G Certification of Drug Free Workplace, if applicable
- Attachment H Broker Information Form
- Attachment I Broker Criteria Form
- Attachment J Underwriter Certification Form
- Attachment K Insurance Savings/Rate Reductions