

State of Florida
Department of Financial Services

Request for Proposals (RFP)
Number: 1819-01 RFP AA

Production Services for Florida Health and Life Including Annuities and Variable Contracts
Study Manuals

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

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Attachments

#	Name	Intentionally Omitted	Attached for Reference	To Be Completed and Returned
A	Standard Contract, including: Contract Signature Page; Attachment 1, Standard Terms and Conditions; Attachment 2, Statement of Work; Attachment 3, PUR 1000; Addendum A, Public Records Requirements; and Addendum B, Data Security Requirements		✓	
B	Mandatory Criteria Certification Form			✓
C	Price Response Form			✓
D	Business Reference Form			✓
E	Award Preferences for Identical Evaluation of Responses Form		✓	
F	Evaluator Score Sheet		✓	

SECTION 1. INTRODUCTION

1.1 PURPOSE

The Department of Financial Services (Department), an agency of the state of Florida (State), is issuing this Request for Proposals (RFP) to establish a contract for services regarding the development, production, and distribution of the Florida Life Including Variable Annuity and Health Agent Study Manual. The solicitation will be administered through the Vendor Bid System (VBS), the State internet-based vendor information system at http://www.myflorida.com/apps/vbs/vbs_main_menu. The submitted Response must comply with the terms and conditions stated in this RFP.

1.2 SOLICITATION OBJECTIVE

The Department intends to enter into a contract for services regarding the development, production, and distribution of the Florida Life Including Variable Annuity and Health Agent Study Manual using the Attachment A, Standard Contract, which is hereby incorporated by reference. The Department intends to make a single award; however, the Department reserves the right to award to one Respondent or multiple Respondents by region, as permitted by section 287.042(13), Florida Statutes (F.S.), or to make no award, as determined to be in the best interest of the State. If more than one contract is awarded, then the use of the terms “Contract,” “Contractor,” “Response,” and “Respondent,” includes the plural when applicable.

1.3 BACKGROUND

The Department is interested in obtaining competitive sealed bids from qualified vendors (Respondent) for the development of the Florida Life Including Variable Annuity and Health Agent Study Manual. This

manual is produced annually in order to maintain technical accuracy and reflect consistency relating to the state licensure examination for any changes in State law, Department rules, and any applicable changes in the insurance industry. Applicable changes in the insurance industry include certain trends, conditions, and new developments within the industry.

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. Renewal(s) will be made at the renewal pricing specified in the Contract.

1.5 DEFINITIONS

The Form PUR 1001, General Instructions to Respondents (PUR 1001), found in Rule 60A-1.002, Florida Administrative Code (F.A.C.), is hereby incorporated by reference and can be accessed at http://dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms. In addition to the definitions in the PUR 1001 and the definitions in the Standard Contract's Attachment 2, Statement of Work, and Attachment 4, PUR 1000, the following definitions also apply to this RFP:

Business Days – Monday through Friday, inclusive, except for State government holidays.

Confidential Information – any documents, data, or records that are confidential and not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution, or any other authority.

Contract – the agreement that results from this competitive procurement, if any, between the Department and the Respondent identified as providing the Response that is determined to be the most advantageous to the State.

Contractor – the Respondent that will be awarded a Contract pursuant to this solicitation.

Respondent – an entity that submits a Response to this RFP.

Response – a formal response to this RFP.

1.6 SPECIAL ACCOMMODATIONS

Any person requiring a special accommodation due to a disability should contact the Department's Procurement Officer (Procurement Officer). Requests for accommodations for meetings must be made at least five (5) Business Days prior to the meeting.

1.7 PROCUREMENT OFFICER

Pursuant to section 287.057(23), F.S., and the PUR 1001, section 21, the Procurement Officer is the sole point of contact from the date of release of this RFP until seventy-two (72) hours after the notice of intended award is posted, excluding Saturdays, Sundays, and State government holidays. Violation of this provision may be grounds for rejecting a Response.

The Procurement Officer is:

Becky Hale
Government Analyst II
Office of Purchasing and Contractual Services
Department of Financial Services
Email: DFSpurchasing@myfloridacfo.com

Refer ALL inquiries in writing to the Procurement Officer by email. Responses to timely questions posed to the Procurement Officer will be posted on the VBS, at http://myflorida.com/apps/vbs/vbs_main_menu in accordance with Section 2.1.1, Solicitation Phase, below.

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

ALL EMAILS TO THE PROCUREMENT OFFICER SHALL CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL

SECTION 2. RFP PROCESS

2.1 OVERVIEW OF THE RFP

The RFP is a method of competitively soliciting a commodity or contractual service under chapter 287, F.S. The RFP process involves two phases: Solicitation and Evaluation.

2.1.1 Solicitation Phase

2.1.1.1 Pre-Response Conference

The Department will not hold a pre-Response conference.

2.1.1.2 Question and Answer Period

Respondents may submit written questions or requests for clarification regarding the terms, conditions, and requirements of the RFP and its attachments, and any processes described in those documents, to the Procurement Officer by email by the deadline listed in Section 2.2, Timeline, below. If terms included in Attachment A, Standard Contract, are impractical or, for legal or operational reasons, impossible, Respondents are encouraged to submit questions regarding the Department’s acceptance of specified alternative terms. The Department will address all inquiries submitted by the deadline. If the Department accepts any specified alternative terms proposed or otherwise makes changes based on questions received, the Department will issue an addendum to the RFP that reflects the changes made.

Questions do not constitute a formal protest of the specifications or of the solicitation. Responses to all written inquiries, and clarifications or addenda to the RFP, will be made through the VBS.

Each submission must have the RFP number in the subject line of the email. Questions must be submitted in the following format to be considered:

Question #	Respondent	RFP Section	RFP Page #	Question

2.1.1.3 Submission of Responses

Once the Department posts the answers to the questions, Respondents may begin submitting Responses as indicated in Section 3.3, How to Submit a Response; however, Respondents are encouraged to submit their Responses no earlier than five (5) days prior to the submission deadline. Respondents’ Responses must be submitted by the deadline listed in Section 2.2, Timeline, below.

2.1.1.4 Public Response Opening

The Department will open the Responses in a public meeting at the date, time, and location noted in Section 2.2, Timeline. The Procurement Officer will review the entire Response to ensure that all required pieces were timely submitted. Prices will not be read aloud at the Response opening.

2.1.2 **Evaluation Phase**

2.1.2.1 **Administrative Review**

All Responses will be reviewed by the Procurement Officer to determine whether the Responses submitted are complete and whether the Responses meet the minimum mandatory criteria listed in Attachment B, Mandatory Criteria Certification Form. If the Response does not meet the minimum mandatory criteria, the Department may allow the Respondent an opportunity to cure. Regarding the cure process, see Section 2.8, Response Qualification and Cure Process. Complete Responses that meet the minimum mandatory criteria will be sent to the evaluation team for its qualitative review.

2.1.2.2 **Technical Response Evaluation**

All Responses reviewed by the Procurement Officer pursuant to Section 2.1.2.1, Administrative Review, and determined to be responsive will be evaluated according to the criteria in Attachment F, Evaluator Score Sheet, and set forth in this RFP. The Responses will be scored individually and the points for price will be added to the evaluation team scores by the Procurement Officer. After the evaluation phase, the Procurement Officer will compile the final evaluation scores and forward them as the recommendation of award to the Department's Chief Financial Officer, or designee.

2.2 **TIMELINE**

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

Event	Event Time Eastern Time (ET)	Event Date
RFP posted on the VBS.	N/A	12/11/2018
Deadline to submit questions to Procurement Officer.	5:00 p.m.	12/17/2018
Anticipated date to post answers to Respondents' questions on VBS.	3:00 p.m.	12/21/2018
Deadline to submit Responses and all required documents to the Department.	3:00 p.m.	1/8/2019
Public Response opening. Becky Hale, 200 E. Gaines Street, Tallahassee, FL, Larson Building	3:30 p.m.	1/8/2019
Anticipated date to post Notice of Intent to Award on VBS.	N/A	1/22/2019
Anticipated Contract start date.		2/11/2019

2.3 **ADDENDA/AMENDMENTS TO THE RFP**

The Department reserves the right to modify this RFP by issuing addenda and/or amendments. All changes to the RFP will be made through addenda or amendments posted on the VBS. It is the responsibility of the Respondent to check for any changes on the VBS.

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2.4 CONTRACT FORMATION

The Department may enter into a Contract with each Respondent awarded pursuant to Section 5, Award. The Contract will consist of the Contract Signature Page; Attachment 1, Standard Terms and Conditions; Attachment 2, Statement of Work; Attachment 4, PUR 1000; the attached Addenda; relevant portions of the Response submitted by the awarded Respondent; and the Price Response submitted by the awarded Respondent. See Attachment A, Standard Contract, and its attachments for more details on final contract formation.

The Department objects to and will not consider any additional terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Response, except those identified in the Contract. The Respondent shall bring any perceived inconsistencies among any of the provisions of the RFP and its attachments to the attention of the Department prior to the submission of its Response. At any time during the solicitation, the Department may specifically identify and incorporate by reference any additional documents which are to be incorporated into the Contract. The Contract will be posted on the Internet on the Florida Accountability Contract Tracking System (FACTS) in accordance with section 215.985, F.S., the Transparency Florida Act.

2.5 DISCLOSURE OF RESPONSE CONTENTS

All documentation submitted as a Response to the RFP 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.

2.6 WITHDRAWAL AND MODIFICATION OF RESPONSES

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

2.7 CLARIFICATION PROCESS

The Department may request clarification from the Respondent for the purpose of resolving ambiguities or questioning information presented in its Response. Clarifications may be requested throughout the solicitation process. The Respondent's answers to requested clarifications must be in writing and must address only the information requested. The Respondent's answers to requested clarifications must be submitted to the Department within the time specified by the Department in the request for clarification.

2.8 RESPONSE QUALIFICATION AND CURE PROCESS

In the interest of maximizing competition, the Response qualification and cure process seeks to minimize, if not eliminate, Respondent disqualifications resulting from nonmaterial, curable deficiencies in the Response. During the Administrative Review portion of the evaluation, if the Department determines that a nonmaterial, curable deficiency in the Response will result in the disqualification of a Respondent, the Department may notify the Respondent of the deficiency and a timeframe within which to provide the information. This process is at the sole discretion of the Department; therefore, the Respondent is advised to ensure that its Response is compliant with the RFP at the time of submittal.

2.9 INFORMATION FROM OTHER SOURCES

The Department reserves the right to seek information from outside sources regarding the Respondent and the Respondent's offerings, capabilities, references, or performance, if the Department determines that such information is pertinent to the RFP. The Department may consider such information throughout the solicitation process including, but not limited to, when determining whether the award is ultimately in the best interest of the State. This may include the Department engaging consultants, subject matter experts, RFP # 1819-01 RFP AA

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and others to ensure that the Department has a complete understanding of the information provided pursuant to the solicitation.

2.10 DIVERSITY

The Department is dedicated to fostering the continued development and economic growth of minority-, veteran-, and woman-owned small businesses. Participation of a diverse group of Respondents doing business with the State is central to the Department's effort. To this end, minority-, veteran-, and woman-owned small business enterprises are encouraged to participate in the State's procurement process as both prime contractors and subcontractors.

SECTION 3. RESPONSE INSTRUCTIONS

3.1 INSTRUCTIONS TO RESPONDENTS

This section contains the General Instructions (PUR 1001) and Special Instructions to Respondents. The PUR 1001 can be accessed at

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

The following sections of the PUR 1001 are inapplicable:

Section 3. Electronic Submission of Responses

Responses shall be submitted in accordance with Section 3.3, How to Submit a Response, below.

Section 5. Questions

Questions shall be submitted in accordance with Section 2.1.1.2, Question and Answer Period, above.

The Special Instructions are in the remaining sections of this Section 3. In accordance with Rule 60A-1.002, F.A.C., in the event any conflict exists between the Special Instructions and General Instructions, the Special Instructions will prevail.

3.2 WHO MAY RESPOND

The Department will evaluate Responses from responsive and responsible Respondents that meet the requirements of Attachment B, Mandatory Criteria Certification Form, and provide the mandatory documentation listed in the Mandatory Criteria Certification Form and elsewhere in this solicitation.

3.3 HOW TO SUBMIT A RESPONSE

The Respondent must submit:

- One (1) original version of each volume of the Response.
 - The Respondent must include the originals of any documents required to be signed as part of the Response. The Respondent must label the cover and spine of the volumes "Original – Volume ____, Binder ____ of ____," and include the Respondent's name, and the RFP number.
- Five (5) copies of Volume One (Response Qualification Documents) and Volume Two (Technical Response).
 - The Respondent must include an exact copy of the original Response. The Respondent must label the cover and spine of the volumes "Copy # ____, Volume # ____, Binder ____ of ____," and include the Respondent's name, and the RFP number.
- One (1) copy of Volume Three (Price Response).

- One (1) scanned copy of the entire Response on a CD-ROM or flash drive, with large files scanned as separate .pdf files.
- One (1) REDACTED scanned copy of the Response, to include one (1) Confidential Information index, if applicable (see Section 3.8, Confidential Response Materials and Redacted Submissions) on a CD-ROM or flash drive. The Respondent must ensure that all metadata has been removed from the files in the redacted copy.

Note: The Respondent may use an alternate method of binding other than a binder and include separate tabs or other methods of separation for Volumes One and Two of the Response in lieu of separate binders, but Volume Three must still be delivered as a separately sealed and labeled document.

Respondents must deliver the Responses in sealed packages to the Department of Financial Services at 200 East Gaines Street, Larson Building, Room 146 – Office of Purchasing and Contractual Services, Tallahassee, Florida 32399-0347, by the deadline listed in Section 2.2, Timeline. The Respondent must clearly label the outside of the sealed packages with the RFP number and Respondent’s name.

RESPONSES RECEIVED AFTER THE EXACT TIME SPECIFIED IN SECTION 2.2, TIMELINE, WILL NOT BE CONSIDERED.

3.4 CONTENTS OF RESPONSE

It is a mandatory requirement of this RFP that the Response contain all of the documents listed below. The Respondent shall organize the contents of each Response submittal as follows:

Volume One: Response Qualification Documents

- Cover Letter
- Attachment B, Mandatory Criteria Certification Form (and any documentation required therein)
- Financial Documentation
- Attachment D, Completed Business Reference Forms
- Description of Contract Disputes

Volume Two: Respondent’s Technical Response

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

Volume Three: Price Response

- Attachment C, Price Response Form (Separately Sealed)

3.5 VOLUME ONE: RESPONSE QUALIFICATION DOCUMENTS

3.5.1 Cover Letter

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

- Name and principal place of business of the Respondent
- Primary location at which the work will be performed

3.5.2 Mandatory Criteria Certification Form (and any documentation required therein)

The Respondent must complete and submit Attachment B, Mandatory Criteria Certification Form. Respondents will 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 award. If criteria listed 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 curable in accordance with Section 2.8, Response Qualification and Cure Process). Failure to meet mandatory requirements will cause rejection of the Response or, if material misrepresentations are discovered after award, termination of the Contract.

3.5.3 Financial Documentation

The Respondent must include independent evidence of sufficient financial resources and stability for the Respondent to be able to provide the services sought, and includes audited financial statements with corresponding balance sheets and income statements for the Respondent’s previous two (2) fiscal years. If the Respondent is providing, or has provided, services to the State, provide information on such service. The Department reserves the right to request additional data pertaining to the Respondent’s ability and qualifications necessary to accomplish all work in this RFP, as deemed necessary, in order to ensure competent and satisfactory work. The financial information required in this section will be evaluated by a licensed Certified Public Accountant (CPA) on a pass/fail basis and will not receive a score. Note: If Respondent does not have the materials requested under this section, or does not have all of them in the format requested, Respondent may substitute other material that Respondent believes provides as much of the same information with the same degree of reliability as possible.

3.5.4 Business References

The Respondent must have at least two (2) clients complete Attachment D, Business Reference Form, and must include the completed forms in its Response. The references must be from clients to whom the Respondent:

- 1) currently provides services (similar in size and scope to those solicited herein); or
- 2) has provided services (similar in size and scope to those solicited herein) within the five (5) years preceding the date this RFP was posted.

3.5.5 Description of Contract Disputes

The Respondent must identify all contract disputes the Respondent (including its affiliates, subcontractors, agents, etc.) has had with any customer(s) within the last five (5) years related to contracts under which the Respondent provided(s) commodities and/or services in the United States on an organizational or enterprise level that may impact or has impacted the Respondent’s ability to provide the services described in this solicitation. 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 the 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 the 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, the 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.

3.6 VOLUME TWO: RESPONDENT'S TECHNICAL RESPONSE

The Respondent must provide the following information to be evaluated according to the methodology listed below in Section 4, Selection Methodology:

- Narrative on experience and ability
 - Narrative on the Respondent's prior relevant experience, ability to provide these services, and knowledge of the insurance industry and applicable State laws
 - Organizational Chart
 - Identification of the Respondent's personnel who will perform the services, if awarded, and what makes each suitable for his/her designated role in performing the services
 - Examples of similar services
- Respondent's Proposed Approach
 - The Respondent must fully describe its plan for carrying out the services, which shall include the following:
 - Revision of Manuals;
 - Revision schedule that is set forth by Department;
 - Generating monthly sales reports;
 - Meeting the Department's style and format needs (include details on the ability to comply with these requirements); and
 - Meeting the Department's sale, delivery, and packaging needs (include details on the ability to comply with these requirements).

3.7 VOLUME THREE: PRICE RESPONSE (SEPARATELY SEALED)

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

3.8 CONFIDENTIAL RESPONSE MATERIALS AND REDACTED SUBMISSIONS

In addition to the public records requirements of the PUR 1001, section 19, if the Respondent considers any portion of its Response to be Confidential Information or exempt 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. If providing both a redacted and unredacted copy, 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 or a sealed separate envelope.

3.8.1 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 RFP 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 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 Standard Contract's Addendum A, Public Records Requirements, if the Department receives a further request for Confidential Information or exempt material that has been clearly identified as such in writing by the Respondent.

By submitting a Response, the Respondent agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its Response are Confidential Information or otherwise not subject to disclosure. If the Respondent fails to submit a Redacted Copy of its Response, the Department is authorized to produce the entire unredacted Response submitted to the Department in response to a public records request.

3.9 ADDITIONAL INFORMATION

By submitting the Response, the Respondent certifies that it agrees to and satisfies all mandatory requirements specified in this RFP. 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 disqualification or rejection of the Response.

SECTION 4. SELECTION METHODOLOGY

4.1 MANDATORY CRITERIA

In the Administrative Review Phase, the Procurement Officer will review Attachment B, Mandatory Criteria Certification Form, and make a determination of responsiveness. The Procurement Officer will also ensure that all documents that were labeled as "Mandatory" in this RFP have been submitted by the Respondent. Only those Responses that meet the mandatory criteria and contain all the mandatory documentation will be sent to the evaluation team for evaluation.

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 commodities and/or contractual services sought.

4.3 EVALUATION CRITERIA

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

4.3.1 Response Qualification

The evaluation team members will also review and evaluate portions of Volume One, Response Qualifications Documents, if the Evaluator Score Sheet requires the evaluation team to assign a point value to portions of Volume One.

4.3.2 Technical Response

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

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4.3.3 Price Response

The Procurement Officer will evaluate Attachment C, Price Response. Price Responses for the initial contract term will be awarded a maximum of 50 points. Price Responses for the renewal period will be awarded a maximum of 20 points. The scores for the Price Response will be determined based on the following formula:

Initial term: $(\text{Lowest Respondent's Price} / \text{Respondent's Price}) \times (\text{Maximum Number of Points available}) = \text{Points Awarded for Price Response}$

Renewal term: $(\text{Lowest Respondent's Price} / \text{Respondent's Price}) \times (\text{Maximum Number of Points available}) = \text{Points Awarded for Price Response}$

SECTION 5. AWARD

5.1 BASIS OF AWARD

A Contract may be awarded to the responsible and responsive Respondent whose Response is deemed the most advantageous offer to the State based on points awarded, in consideration of price and selection criteria in this RFP. The Department reserves the right to award regional contracts for all or for part of the work contemplated by this solicitation.

The Department reserves the right to accept or reject any or all offers, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the best interest of the State. The Department has the right to use any or all ideas or adaptations of the ideas presented in any Response. Selection or rejection of a Response will not affect this right.

Responses that do not meet all requirements, specifications, terms, and conditions of the solicitation or that fail to provide all required information, documents, or materials may be rejected as non-responsive. Respondents whose Responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a contract may be rejected. The Department may request additional information pertaining to the Respondent's ability and qualifications to accomplish all services described in this RFP as deemed necessary during the RFP or after contract award.

5.2 AWARD PREFERENCES FOR IDENTICAL EVALUATIONS OF RESPONSES

In the event that the Department's evaluation results in identical evaluations of Responses, the Department will provide Attachment E, Award Preference for Identical Evaluation of Responses Form, to the Respondents whose Responses resulted in the identical evaluations. Based on those forms, the Department will give the award to a Respondent if it is a minority-owned (including woman-owned) or veteran-owned business. If more than one Respondent is entitled to this preference, the preference will be given to the Respondent that is the qualifying business of the smallest net worth, consistent with section 295.187(4)(b), F.S. If the award cannot be decided based on this preference, the Department will apply the criteria identified in sections 287.082, .087, and .092, F.S., in that order of precedence.

5.3 THE DEPARTMENT'S RECOMMENDATION OF AWARD

The Department will develop a recommendation as to the award that will result in a Contract that is most advantageous to the State based on the evaluation team's scores and price response scores.

5.4 CHIEF FINANCIAL OFFICER'S APPROVAL

The Department's Chief Financial Officer, or designee, will make the final decision as to which Respondent should be awarded the Contract based on the Recommendation of Award.

5.5 POSTING OF DECISION

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

5.6 MYFLORIDAMARKETPLACE (MFMP) REGISTRATION

The awarded Respondent must have a current vendor registration in MFMP, at <https://vendor.myfloridamarketplace.com/>, prior to Contract execution.

The awarded Respondent will be required to pay the required transaction fees as specified in PUR 1000, section 14, unless an exemption has been requested and approved prior to the award of the contract pursuant to Rule 60A-1.031, F.A.C.

5.7 EXECUTION OF CONTRACT

The awarded Respondent must sign the Contract within thirty (30) calendar days of receipt of the Contract for execution, unless there is an automatic stay triggered by the filing of a formal protest. If a formal protest is timely filed, the time to sign the Contract will be tolled. The Department reserves the right to withdraw its Notice of Intent to Award if the Contract is not timely signed, if it determines that it is in the best interest of the State to do so. The Department also reserves the right to award to the Respondent ranked second if the Department does not receive a timely signed Contract from the awarded Respondent.

DEPARTMENT OF FINANCIAL SERVICES
Standard Contract
Attachment A
Contract Signature Page

Contract Title Production Services for Florida Health and Life Including Annuities and Variable Contracts Study Manuals	P.O. No. or Solicitation No., if any 18/19-01 RFP AA	Contract Number
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1. This Contract is entered into between the Department of Financial Services and the Contractor named below:

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

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

2. Contract to Begin: Upon Execution	Date of Completion: Three years from date of execution	Renewals: Up to three years of renewals
3. Performance Bond, if any: N/A	Other Bonds, if any:	N/A
4. Total Value for Contract Term:	Total Value of Renewal(s):	Total Value of Contract Term Plus Renewal(s):

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
Attachment 4: PUR 1000

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: Cover Page-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

Department of Financial Services

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

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

1819-01 RFP AA
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 among 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) Attachments other than Attachments 1, 2, 3, and 4, if any, in the numerical order designated in the Contract Signature Page
 - iv) Attachment 1, Standard Terms and Conditions
 - v) Attachment 3, Price Response
 - vi) Addendum A, Public Records Requirements
 - vii) Addendum B, Data Security Requirements
 - viii) Attachment 4, Form PUR 1000, General Contract Conditions (PUR 1000)
 - ix) Addenda other than Addenda A and B, if any, 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. 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 (by either 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 formal amendment to the Contract.
- d. 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 and at the pricing outlined in Attachment 2, Statement of Work, and Attachment 3, Price Response.

5. Performance Measures.

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Production Services for Florida Health and Life Including Annuities and Variable Contracts Study Manuals

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 Department's 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, the deliverable will be deemed rejected. Failure to fulfill the appropriate technical requirements or complete all tasks, duties, or activities as identified in 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, and 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 all of 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.

Withholding Payment. 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.

Any claim, counterclaim, or dispute between the Department and the Contractor relating to this Contract will be resolved as set forth herein. For all claims, the party with the dispute shall submit an affidavit executed by that party's Contract Manager, or designee, certifying that:

- i. The claim is made in good faith;
- ii. The claim accurately reflects the adjustments for performance; and
- iii. The supporting data provided with such an affidavit are current and complete to the Contract Manager's best knowledge and belief.

The Contractor is obligated to address any cost-related issues with the Department for which the Contractor believes the State is liable and address all costs of every type to which the Contractor is entitled from the occurrence of the claimed event. The Contractor cannot seek a claim under this Contract for an increase in payment.

- a. Informal Resolution Process. If the parties are unable to resolve any disputes after compliance with such processes, the parties shall meet with the Department's Chief Financial Officer (CFO), or designee, for the purpose of attempting to resolve such dispute without the need for formal legal proceedings, as follows:
 - i) The representatives of the Contractor and the Department shall meet as often as the parties reasonably deem necessary in order to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
 - ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to this Contract will be honored in order that each of the parties may be fully advised of the other's position.
 - iii) The specific format for the discussions will be left to the discretion of the designated Department's and 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, shall issue a written opinion regarding the issue(s) in dispute. The opinion regarding the dispute will be considered the Department's final action.
- b. Continued Performance. Each party agrees to continue performing its obligations under this Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute with the Department over compensation 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 Attachment 3, Price Response, or Attachment 2, Statement of Work, and the billing procedures established by the Department, the Department agrees to pay the Contractor for services rendered in accordance with section 215.422, F.S. To obtain the applicable interest rate, please refer to <http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- b. Vendor Rights. A Vendor Ombudsman has been established within the Department. The duties of this individual include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be reached at (850) 413-5516.
- c. Taxes. The Department is exempted from payment of 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 services and other units of deliverables to date have first been accepted in writing by the Department's Contract Manager.

10. Insurance.

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- 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 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. 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/or subcontracts, with the approval or ratification of the Department to the extent required, which approval or ratification shall be final for the purpose of this section. The Contractor shall 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.
- b. Contractor Obligations after Termination. If at any time the Contract is canceled, terminated, or expires, and a contract is subsequently executed with a provider other than the Contractor, the Contractor has

the affirmative obligation to assist in the smooth transition of Contract services to the subsequent contractor in accordance with Exit Transition requirements in Section 31, below, and Attachment 2, Statement of Work, if expressed therein.

- c. Termination for Convenience. The Department may, in its sole discretion, terminate the Contract in whole or in part at any time by giving thirty (30) days' written notice to the Contractor. The Contractor will not be entitled to recover any cancellation charges or lost profits.

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, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Contract;
- b. Failure to maintain adequate progress, thus endangering performance of the Contract;
- c. Failure to honor any term of the Contract,
- d. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Contractor by the State or other licensing authority;
- e. Failure to pay any and all entities, individuals, and the like furnishing labor or materials, or failure to make payment to any other entities as required herein in connection with the Contract;
- f. Employment of an unauthorized alien in the performance of the work, in violation of section 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;
 - 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 or maintain the insurance required by this Contract.

14. Indemnification.

The following provision supplements Section 19, Indemnification, of Attachment 4, PUR 1000:

No provision in this Contract shall 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 or the negligence of Contractor Representatives; 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.

15. Limitation of Liability.

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The Department's liability for any claim arising from this Contract is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Contract. Such liability is further limited to a cap of \$100,000.

16. 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 at law or equity, and upon notice to the Contractor, retain such monies from amounts due to the Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against it. The Department may set off any liability or other obligation of the Contractor or its affiliates to the Department against any payments due the Contractor under any contract with the State.

17. Waiver.

The delay or failure by the Department to exercise or enforce any of its rights under this Contract 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.

18. Record Retention.

The Contractor shall retain records demonstrating its compliance with the terms of the Contract five (5) years after the expiration of the Contract and all pending matters, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. If the Contractor is required to comply with section 119.0701, F.S., then compliance with the retention of records in accordance with section 119.0701(2)(b)4., F.S., will fulfill the above stated requirement. If the Contractor's record retention requirements terminate prior to the requirements stated herein, the Contractor may meet the Department's record retention requirements for this Contract by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171(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>.

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 and/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. Statutory Notices.

The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act. Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons 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 that has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit 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.
- c. Rehabilitation Act. If applicable, the Contractor shall ensure that, as to its products and services it develops for the Department, electronic and information technology accessibility requirements of the Rehabilitation Act Amendments, 29 U.S.C. section 794 are met. Section 508 of the Rehabilitation Act Amendments, 29 U.S.C. section 794, compliance information on the supplies and services in this Contract are available on a website indicated by the Contractor. The Electronic and Information Technology standard can be found at: <http://www.section508.gov/>.
- d. Scrutinized Companies. 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. 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: <http://www.dhsuscis.gov/e-verify>.
- b. The Contractor further agrees that it will require each subcontractor that performs work under this Contract to enroll and participate in the E-Verify System if the subcontractor hires new employees during the term of this Contract. The Contractor shall include this provision in any subcontract and obtain from the subcontractor(s) a copy of the “Edit Company Profile” screen indicating enrollment in the E-Verify System and make such record(s) available to the Department upon request.

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 of section 501.171, F.S., in the event that the Contractor is responsible for a breach of this data.

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. Independent Contractor.

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

28. 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.

29. Guarantee of Parent Corporation.

In the event the Contractor is a subsidiary of another corporation or other business entity, the Contractor asserts that its parent corporation will guarantee all 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.

30. Survival.

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

31. Exit Transition Services.

If not otherwise addressed in Attachment 2, 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.

32. 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.

33. Employment of State Employees.

During the term of this Contract, the Contractor shall not knowingly employ or subcontract with 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.

34. Audits.

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

35. Travel Reimbursement.

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

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36. Use of State Funds to Purchase or Improve Real Property.

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

37. Assignment.

Unless otherwise required 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.

38. Lobbying.

The following replaces the first sentence of Section 18, Lobbying and Integrity, of Attachment 4, PUR 1000:

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.

39. 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.

**DEPARTMENT OF FINANCIAL SERVICES
STATEMENT OF WORK
PRODUCTION SERVICES FOR FLORIDA LIFE INCLUDING VARIABLE ANNUITY AND
HEALTH STUDY MANUAL**

**1819-01 RFP AA
ATTACHMENT 2**

1. Scope of Work.

The Contractor shall develop, produce, and distribute the annual revisions and printing in hard-bound book format of the Florida Life Including Variable Annuity and Health Study Manual (“Manual”) which will be made available to the public at a fixed-price by the Department in accordance with section 624.313, Florida Statutes (F.S), as defined in Section 5 – Contractor Responsibilities. The Contractor shall also attend the examination review workshop hosted by the contracted examination vendor each year, and provide monthly sales reports to the Department.

2. Definitions.

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

- a. **Business Days** - Monday through Friday, inclusive, except for State government holidays.
- b. **Calendar Days** - means all days, including weekends and holidays, except that if the last day counted falls on a weekend or holiday, the due date shall be the next Business Day thereafter.
- c. **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.
- d. **Contract** - The agreement that results from this competitive procurement, if any, between the Department and the Respondent identified as providing the most advantageous Response to the State.
- e. **Contractor(s)** - The Respondent(s) that will be awarded a Contract pursuant to this solicitation.
- f. **Examination Contractor** - Vendor used to administer the examination on behalf of the Department.
- g. **State** - The state of Florida.

3. Duration.

- a. **Term.** The Contract will be for three (3) years, unless, and is anticipated to begin on February 11, 2019, or the date the Contract is signed, whichever occurs later.
- b. **Renewal.** The Contract may be renewed in whole or in part for up to three (3) years or for the term of the original contract, whichever is longer.

4. Payment Provisions.

- a. **Compensation.** This is a revenue-generating contract. The compensation of this Contract is stated in the attached Price Sheet, which is incorporated by reference. The total value of the Contract is determined by sales of the Manual less the per-Manual fee that is to be reimbursed to the Department.

The Contractor agrees, as complete compensation for all services rendered under this Contract, to collect from each purchaser of a Manual the price of the Manual as indicated in Attachment D, Price Response Form. Further, the Contractor shall agree to each of the following terms:

1. The price to be charged by the Contractor for the Manual shall not exceed the price indicated in Attachment D, which shall be the maximum price charged by the Contractor, excluding State sales tax, to the ultimate user during this Contract.
2. The Manual price shall include a five-dollar (\$5.00) fee that the Contractor must submit to the Department for each Manual sold.
3. The Contractor shall provide the Department an accurate accounting system as a means to track each five-dollar (\$5.00) fee remitted to the Department.

4. Any discounts given to a purchaser for the maximum price shall reflect only reasonable quantity discounts. The fee owed to the Department shall not be discounted at any time.
 5. No special prices shall be afforded on the basis of membership in an insurance related entity.
 6. The Contractor shall be responsible for the collection, reporting, and remittance of all applicable sales tax in accordance with the sales tax statutes and regulations of the State.
- b. Expenses. The Department will not compensate the Contractor for any of its expenses, including travel-related expenses.
 - c. Step-in Costs. All services performed by the Contractor prior to the termination date of this Contract shall be professionally serviced to conclusion in accordance with the requirements of the Contract. Should the Contractor fail to perform all services under the Contract, the Contractor shall be liable to the Department for any fees or expenses that the Department may incur in securing a substitute contractor to assume completion of those services.

5. Contractor Responsibilities.

- a. Task List. The Contractor shall perform the following tasks and the Department will provide guidance and necessary feedback as needed throughout the Contract term:

1) **Production and Revisions of the Manual.**

- a) Annually revise and produce a Manual in order to maintain technical accuracy and consistency relating to the state insurance licensure examination for life and health insurance agents and adjusters. The lines of insurance to be covered by the Manual are all insurance coverages within the scope of the following insurance license types as provided for by chapter 626, F.S.: Debit Life and Health (Temporary), Health, Health and Life (Including Annuities and Variable Contracts), Life (Foreign and Military), Life (Including Annuities and Variable Contracts), Life (Temporary), and Variable Contracts. The Contractor must annually update the Manual to reflect any updates to the Florida Statutes, Department rules, and all applicable changes in the insurance industry. Applicable changes in the insurance industry include certain trends, conditions, and new developments in the industry.
- b) Make comprehensive and thorough revision recommendations regarding updated material or additional material needed for the Manual, as dictated by regulations and applicable events in the State insurance industry. The Contractor's revisions must include any modifications recommended by the Department as well as changes needed based on amendments of the Florida Statutes, Department rules, and any changes resulting from the annual examination review workshop.
- c) Obtain the Department's prior written approval for all material incorporated, revised, or included in the Manual. Any text will be the property of the Department.

2) **Revision Schedule.**

- a) The Contractor shall adhere to a revision schedule provided by the Department that begins approximately June 15th of each year and ends approximately August 31st of each year. The complete revision and publication schedule is defined in Section 5. The Manual must be available for distribution and sale by November 1st of each year.
- b) The Contractor shall attend the annual examination review workshop that takes place in or around the month of July each year, and must incorporate the revisions resulting from that workshop into the Manual upon Department's approval. The Contractor shall cover all costs

associated with its attendance at the workshop. The Department will notify the Contractor of the workshop dates, times, and location once determined and finalized.

- 3) **Monthly Sales Reports.** The Contractor shall deliver a monthly sales report and remittance of fees (per Section 5 of this SOW) to the Department by the fifth (5th) Business Day of each month for the preceding month of sales. Each report shall include the total number of Manuals sold and total amount due to the Department.
- 4) **Acceptance of Work and Performance Standards.** The Contract Manager may provide additional acceptance criteria during the contract period to be used for the deliverables.

b. Deliverables.

Schedule of Deliverables	Due Date
The Contractor shall submit a draft of the new edition (electronic or hard copy) of the Manual to the Department, with updates according to an analysis of State law and rule changes. The Department will provide recommendations for revision if needed.	No later than June 25th of each year of the Contract.
The Contractor shall incorporate revisions approved by the Department and submit the second draft document to the Department, provide the Department three (3) hard copies, and provide the Examination Vendor with an electronic copy.	Notice of the exact due date will be provided to the Contractor by the Department no later than fifteen (15) calendar days prior to the due date.
The Contractor shall deliver twelve (12) hard copies of the second draft to the Department's representative at the examination development workshop.	Notice of the exact due date for receipt of the twelve (12) hard copies of the second draft will be provided to the Contractor by the Department no later than fifteen (15) calendar days prior to the start date of the examination development workshop.
The Contractor shall incorporate the revisions to the Manual resulting from the examination development workshop into the final draft, and provide three (3) hard copies and one (1) electronic copy to the Department for approval.	No later than September 10th of each year of the Contract.
Once approved, the Contractor shall provide five (5) hard copies and one (1) electronic copy to the Examination Vendor of the finalized Manual.	No later than October 5 th of each year of the Contract.
The Contractor shall make the approved, final edition of the Manual available for distribution and sale in paper and electronic format.	By November 1 st of each year of the Contract.

The Contractor shall provide the Department with the monthly sales report and remittance of fees.	Monthly (starting in January 1 st) and no later than the fifth (5 th) Business Day of each month for the preceding month of sales.
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- c. Performance Measures. The Contractor shall provide the deliverables in a manner that meets the criteria outlined in section 5.a. and 5.b. above.
 - d. Acceptance of Deliverables. The Contractor shall submit all deliverables to the Department’s Contract Manager. The Department will accept deliverables that meet the performance measures and requirements of the Contract. The Department will have a maximum period of twenty (20) Business Days after receipt of a deliverable to verify that the deliverable meets the Contract requirements. The Department will notify the Contractor in writing of any nonconformity identified during the acceptance review. The Contractor shall correct nonconformities within five (5) Business Days or proceed on another mutually acceptable basis as set forth in writing. The Department shall then have five (5) Business Days upon receipt of the deliverable to confirm that the nonconformity has been corrected or to report whether any continuing nonconformity still exists.
- 6. Financial Consequences for Nonperformance.** The tasks described in this section are distinguished between critical and non-critical since the impact of non-performance is greater for some tasks than for others. If the Contractor fails to complete a deliverable in the time and manner specified in sections 5.a. and 5.b. then the financial consequences are as follows:
- a. Critical Work Tasks. Critical Work Tasks shall include the deliverables described below. The due date for each deliverable is either linked to a specific calendar date or a specific timeline. The due dates for each task will be identified in the Contract or by the Contract Manager. If the specified due date falls on a weekend or holiday, then the effective due date will be the next Business Day.
 - 1) The Manual must be final and available for distribution and sale by November 1st of each calendar year. The Contractor shall be assessed a penalty by the Department of five hundred dollars (\$500.00) for each Business Day beyond the due date that the Manual is late.
 - 2) The Contractor must attend the annual examination review workshop hosted by the Examination Vendor. The Contractor shall be assessed a penalty by the Department of one thousand dollars (\$1,000.00) if the Contractor does not attend the annual examination review workshop.
 - b. Non-Critical Work Tasks. The Contractor must submit a corrective action plan (CAP) to the Department within ten (10) Business Days from receipt of the initial written notification of the Department of any default. The Department will notify the Contractor within five (5) Business Days if the CAP is acceptable. The Department will allow five (5) additional Business Days for the Contractor to submit a clarification or revision if the plan is deemed unacceptable to the Department.
- 7. Miscellaneous Contract Terms.**
- a. Termination for Convenience. The Department may terminate the Contract at any time upon providing a thirty (30) calendar day written notice to the Contractor.
 - b. Additions or Deletions. Any modifications made to this SOW must be agreed to by both parties in writing. No oral modifications are accepted.

- c. Transition Plan. Within ninety (90) days from the Contracts execution date, the Contractor must submit a transition plan which outlines in detail the process and how the services described in this SOW will be transitioned in the event a new contractor is awarded the contract or termination of the Contract.
- d. PUR 1000. The following provisions listed below are included in PUR 1000, but are not applicable to this PO:
 - Section 2. Purchase Orders
 - Section 3. Product Version
 - Section 4. Price Changes Applicable only to Term Contracts subsections (b), Best Pricing Offer and (e), Equitable Adjustment
 - Section 5. Additional Quantities
 - Section 6. Packaging
 - Section 8. Safety Standards
 - Section 11. Transportation and Delivery
 - Section 12. Installation
 - Section 20. Limitation of Liability
 - Section 27. Purchase Order Duration
 - Section 32. Employees, Subcontractors, and Agents
 - Section 39. Leases and Installment Purchases
 - Section 43. Cooperative Purchasing

The provisions listed above can be accessed at:

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

**DEPARTMENT OF FINANCIAL SERVICES
PUR 1000**

**1819-01 RFP AA
ATTACHMENT 4**

**State of Florida
PUR 1000**

General Contract Conditions

Contents

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1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) “Contract” means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
- (b) “Customer” means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The “Customer” may also be the “Buyer” as defined in the PUR 1001 if it meets the definition of both terms.
- (c) “Product” means any deliverable under the Contract, which may include commodities, services, technology or software.
- (d) “Purchase order” means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor’s order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer’s most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

- (a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity

purchases of any products offered under the Contract. State Customers shall document their files accordingly.

- (b) **Best Pricing Offer.** During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.
 - (c) **Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.
 - (d) **Trade-In.** Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.
 - (e) **Equitable Adjustment.** The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.
- 5. Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.
- 6. Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.
- 7. Inspection at Contractor's Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.
- 8. Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of

Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

- 9. Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.
- 10. Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
- 11. Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.
- 12. Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.
- 13. Risk of Loss.** Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.
- 14. Transaction Fee.** The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, 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(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

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 non-refundable 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 reprocurement 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.**

- 15. Invoicing and Payment.** Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

- 16. Taxes.** The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.
- 17. Governmental Restrictions.** If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.
- 18. Lobbying and Integrity.** Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. 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 Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General 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 (1) three years after the expiration of the Contract or (2) 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 shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, 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 State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to 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 Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. 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 may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer 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 Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or

purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason 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 and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall 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 shall 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 shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall 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 case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer 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 SHALL CONSTITUTE 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 Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer 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 Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (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.

25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly

and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

- 28. Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer 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 State or the Customer 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 representative.
- 29. Assignment.** 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 Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.
- 30. Antitrust Assignment.** The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.
- 31. Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

- 32. Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any

specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply 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 otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

- 33. Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.
- 34. Contractor Employees, Subcontractors, and Other Agents.** The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.
- 35. Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.
- 36. Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.
- 37. Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.
- 38. Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be

delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

- 39. Leases and Installment Purchases.** Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.
- 40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.
- 41. Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "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>.
- 42. Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.
- 43. Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

- 44. Waiver.** The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 45. Annual Appropriations.** The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.
- 46. Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 47. Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

DEPARTMENT OF FINANCIAL SERVICES
Public Records Requirements

1819-01 RFP AA
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.

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
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

1819-01 RFP AA
Addendum B

1. Data Security.

The Contractor, its employees, subcontractors, and agents, shall comply with Rule Chapter 74-2, Florida Administrative Code (F.A.C.), which contains information technology (IT) security procedures and requires adherence to the Department's security policies, the relevant parts of which are contained herein, in performance of this Contract. The Contractor shall provide immediate notice to the Department's Information Security Office, within the Office of Information Technology, in the event it becomes aware of any security breach or any unauthorized transmission or loss of any or all of the data collected, created for, or provided by the Department (State Data). Except as required by law or legal process, and after notice to the Department, the Contractor shall not divulge to third parties any Confidential Information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Contract work according to applicable rules, including, but not limited to, Rule Chapter 74-2, F.A.C. "Confidential Information" means information in the possession of, or under the control of, the state of Florida (State) or the Contractor that is exempt from public disclosure pursuant to chapter 119, Florida Statutes (F.S.), or to any other applicable provision of State or federal law that serves to exempt information from public disclosure. This includes, but is not limited to, the security procedures, business operations information, or commercial proprietary information in the possession of the State or the Department. The Contractor 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

1819-01 RFP AA

Attachment B

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 solicitation on the Respondent's behalf?
Yes ___ No___

3. Does the Respondent certify that it has met the disclosure requirements for Conflicts of Interest as outlined in Section 6 of the PUR 1001?
Yes ___ No___

4. Does the Respondent certify that it is not a Discriminatory Vendor or Convicted Vendor as defined in Sections 7 and 8 of the PUR 1001?
Yes ___ No___

5. Does the Respondent certify compliance with Section 9, Respondent's Representation and Authorization, of the PUR 1001?
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 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.)?
Yes ___ No___ N/A___

8. Certify one and write N/A on the other, or select “no” for each if neither can be certified to:
a. Does the Respondent certify that a drug-free workplace has been implemented in accordance with section 287.087, F.S.?
Yes ___ No___ N/A___

OR

- b. Does the Respondent agree to waive its right to be given preferential treatment as a drug-free workplace in the event of a tie?
Yes ___ No___ N/A___

9. Does the Respondent certify that it is not engaged in a boycott of Israel?
Yes ___ No___

10. Does the Respondent agree not to seek indemnification from the Department?
Yes ___ No___

11. 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 complies fully with the above requirements.

Dated this _____ day of _____ 20__.

Name of the Respondent: _____

Signature: _____

Printed Name: _____

DEPARTMENT OF FINANCIAL SERVICES

PRICE RESPONSE FORM

**1819-01 RFP AA
ATTACHMENT C**

This form must be completed in its entirety

Initial Three-Year Contract Period	Renewal Option Year One	Renewal Option Year Two	Renewal Option Year Three
\$____.____ per study manual	\$____.____ per study manual	\$____.____ per study manual	\$____. ____ per study manual

The Contractor will pay for all needed services identified in this SOW, the Contractor’s Response, and the Contract. Manual users will purchase the Manual directly from the Contractor. All costs associated with this SOW must be identified in this attachment.

Note: The Respondent’s proposed Manual price must include the five-dollar (\$5.00) fee that will be submitted to the Department for each Manual sold.

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 Respondent and that the Respondent is in compliance with all requirements of the SOW, including but not limited to, certification requirements.

RESPONDENT NAME(COMPANY): _____

RESPONDENT ADDRESS (CITY, STATE, ZIP): _____

RESPONDENT PHONE: _____

RESPONDENT E-MAIL CONTACT: _____

AUTHORIZED REPRESENTATIVE (PRINTED): _____

AUTHORIZED SIGANTURE: _____

DATE: _____

DEPARTMENT OF FINANCIAL SERVICES

BUSINESS REFERENCE FORM

1819-01 RFP AA
ATTACHMENT D

The Respondent shall require its references to complete the form providing all the requested information. References should be directly relevant to the services in the solicitation. Incomplete forms (i.e., blanks left on the form and not notarized) will not be submitted to evaluators.

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

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

Upon completion of this form, please return original to Respondent.

REFERENCE INFORMATION
Organization Name: Phone #: () -
Reference Name: Title:

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

PERFORMANCE OF RESPONDENT
Have you experienced any performance problems with the Respondent's organization?: Yes or No
If yes, please describe:

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

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

I further certify that:

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

(SIGNATURE PAGE FOLLOWS)

Reference's Original Signature

Date

Reference Name

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of 20____, by
_____.

(Seal)

Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally known: _____

OR Produced Identification: _____

Type of Identification Produced: _____

DEPARTMENT OF FINANCIAL SERVICES

Award Preferences for Identical Evaluations of Responses

1819-01 RFP AA

Attachment E

This form must be completed by the Respondent in the event of a tie, if requested by the Department. If the Department discovers that any information on this form is false after the award to the Respondent is made, the Department reserves the right to terminate the Contract and hold the Respondent liable for costs associated with re-procuring the services.

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

- A. The response is from a certified minority-owned firm or company and the net worth of the company is _____;
 - B. The response is from a veteran-owned business certified according to section 295.187, F.S., and the net worth of the company is _____;
 - C. The response is from a foreign manufacturer with a factory in Florida employing over two-hundred (200) employees working in Florida;
 - D. The response is from a business that certified at the time of the Response that it has implemented a drug-free workplace program in accordance with section 287.087, F.S.;
 - E. **The response is from a company that is not eligible for any of the above preferences.**
-

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

Dated on this _____ Day of _____ 20_____.

Name of Organization: _____

Signed by: _____

Print Name _____

DEPARTMENT OF FINANCIAL SERVICES

1819-01 RFP AA

**ATTACHMENT F
Evaluator Score Sheet**

Evaluation team members will assign 0 – 10 points to each criteria section, using no fractions or decimals. The table below provides the scoring guidelines to be used when assigning points to each criteria section.

Assessment	Description	Evaluator Score
Excellent	The applicable portion of the Response fully meets or exceeds minimum specifications.	9-10
Good	The applicable portion of the Response more than adequately meets the minimum specifications.	6-8
Adequate	The applicable portion of the Response adequately meets the minimum specifications.	4-5
Marginal	The applicable portion of the Response minimally meets the minimum specification.	2-3
Poor	The applicable portion of the Response is missing, incomplete, or unclear.	0-1

Evaluation Criteria	Sections of the SOW and RFP	Maximum Points	Points Awarded
Revisions of Manuals: Response indicates the ability and willingness to meet the Department’s needs regarding the revision of the Manual as described in SOW.	SOW Section 5	10	
Revision Schedule: Response provides for control and accountability suitable to meet the needs of the Department as outlined in the SOW.	SOW Section 5	10	
Monthly Sales Reports: Response demonstrates the Respondent’s ability to generate reports which provide the information required by the Department that best meets the Department’s need for content timelines and usability as identified in the SOW.	SOW Section 5	10	
Style and Format: Response indicates the ability and willingness to meet the Department’s needs regarding the style and format of the Manual as described in the SOW.	RFP Section 3.6	10	
Delivery and Packaging: Response indicates the ability and willingness to meet the Department’s needs regarding the sale, delivery and packaging of the Manual as described in the SOW.	RFP Section 3.6	10	
References: Response and references contacted indicate experience necessary to meet the Department’s needs and a history of customer satisfaction with past performance.	RFP 3.5.4	10	
Prior Experience: Response narrative provides examples of prior similar services and demonstrates relevant experience.	RFP 3.6	10	
Identification of Project Personnel, Staff Information, and Administration & Management: Response sufficiently identifies who is assigned to this project and how their qualifications will be beneficial to the meet the Department’s needs.	RFP 3.6	10	
Total Points for Response		80	

Evaluators Name: _____ Date: _____

Evaluators Signature: _____