



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

state purchasing

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The State of Florida

Department of Management Services

Invitation to Bid

ITB No: 4-84131514-W

Government Crime Insurance

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1 Introduction

1.1 Bid

The State of Florida, Department of Management Services, Division of State Purchasing (Department) is issuing an Invitation to Bid (ITB) No: 4-84131514-W for Government Crime Insurance, pursuant to section 287.022, Florida Statutes. This solicitation will be administered using the MyFloridaMarketPlace (MFMP) Sourcing Application and the Vendor Bid System (VBS). The VBS will serve as the official system of record.

Information about submitting a bid can be found in the Section for Instructions to Bidders.

1.2 Solicitation Objective

The intent of this solicitation is to obtain the most cost effective multi-year Government Crime Insurance Policy for the Named Insured while maximizing the quality and level of service in Policy administration.

Over the past five years, the Named Insured has paid a total average premium of approximately \$161,252 annually. Estimated spend is for informational purposes only and must not be construed as representing actual, guaranteed, or minimum spend under any new contract. The Named Insured includes state agencies and eligible users as defined by Rule 60A-1.001(2)(h), F.A.C.

The Department intends to make a single statewide award. However, the Department reserves the right to award to more than one responsive and responsible Vendor or to reject all bids, as determined to be in the best interest of the State.

1.3 Definitions

Definitions contained in section 287.012, Florida Statutes, Rule 60A-1.001, Florida Administrative Code, and Form PUR 1001, are incorporated by reference.

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

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

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

1.3.4 Confidential Information - Any portion of a company's documents, data, or records relating to its bid that the Broker claims is confidential and not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other applicable authority, and that is clearly marked "Confidential".

1.3.5 Contract - The written agreement resulting from this ITB.

1.3.6 Contractor - The Broker that has been awarded the Contract.

1.3.7 Customer - A state agency or eligible user, as described in the Statement of Work section, on whose behalf the Department procures insurance.

1.3.8 Department - The Florida Department of Management Services

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

1.3.10 Named Insured – Those entities listed in the Statement of Work section, and any additional entities added during the policy period.

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

1.3.12 Policy Inception - The effective date of an Insurance Policy.

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

1.3.14 Rate – The unit charged per measure of exposure which is multiplied to determine the Insurance Policy premium.

1.3.15 State – The State of Florida.

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

1.3.17 Vendor - A Broker.

1.4 Contract Objective

The Department intends to award a single statewide contract pursuant to the criteria contained in the Basis for Award section. However, the Department reserves the right to award to more than one responsive and responsible Vendor or to reject all bids, as determined to be in the best interest of the State. The Contract will be composed of the following: this solicitation, the Insurance Program General Contract Conditions, a final executed Standard Contract, the successful Vendor's bid, and any additional documentation required by the Department.

1.5 Term

The term of the contract will be between one and four years, beginning on the date on which the Contract has been fully executed. The initial insurance Policy term will be one year beginning January 1, 2018, 12:01 a.m., and ending January 1, 2019, 12:01 a.m., with up to three (3) additional annual Policy terms, which shall be subject to the pricing specified in the bid and shall be in accordance with the terms and conditions specified in the Contract.

1.6 Timeline of Events (Attachment A)

Bidders should become familiar with the Timeline of Events. The dates and times listed in the Timeline of Events are subject to change. It is the responsibility of the Bidder to check for changes. Changes to the Timeline of Events will be made through addenda to the solicitation and will be posted on the [Vendor Bid System](#).

BIDDERS MUST NOT RELY ON THE MYFLORIDAMARKETPLACE SOURCING APPLICATION'S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME AND RESPONSE DEADLINES ARE REFLECTED IN THE TIMELINE. The MyFloridaMarketPlace Sourcing Application's time remaining clock is not the official submission date and time deadline; it is intended only to approximate the solicitation closing and may require periodic adjustments.

It is strongly recommended that Bidders submit their bid as early as possible. Bidders should allow time to receive any requested assistance and to receive verification of the submittal; waiting until the last hour of the solicitation could impact the timely submittal of the bid.

1.7 Order of Precedence for Solicitation

Any conflict between this document and the attachments to this document will be resolved in the following order of priority (highest to lowest):

1. Addenda to Solicitation, if used, in reverse order of issuance
2. Draft Contract (Attachment B)
3. Statement of Work
4. Expiring Policy (Attachment C)
5. This ITB and Attachments

1.8 Procurement Officer

The Procurement Officer is the sole point of contact from the date of release of this ITB until 72 hours after the Agency Decision is posted, pending no protests. If a notice of intent to protest is filed during this time period, the Procurement Officer will remain the sole point of contact until the protest is resolved.

Procurement Officer for this ITB is:

Stephanie Wyland, Associate Category Manager
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360K
Tallahassee, FL 32399-0950
Phone: (850) 488-1985
Email: Stephanie.Wyland@dms.myflorida.com

******PLACE THE SOLICITATION NUMBER IN THE SUBJECT LINE OF ALL EMAILS TO THE PROCUREMENT OFFICER******

1.9 Limitation on Contact with Government Personnel (section 287.057(23), Florida Statutes)

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

1.10 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's ADA Coordinator at (850) 922-7535 at least five (5) workdays prior to the scheduled event. If you are hearing or speech impaired, please contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD). The telephone numbers are supplied for notice purposes only.

1.11 ITB Process

The ITB is a method of competitively soliciting a commodity or contractual service authorized by section 287.057(1)(a), F.S. The Department posts an ITB on the VBS to initiate the process and also posts the ITB in the MFMP Sourcing Application.

Bidders may submit questions in writing via the Messages tab in the MFMP Sourcing Application by the date and time listed in the Timeline of Events. Submit bids by the deadline listed in the Timeline of Events. The Department will open the bids in a public meeting. Once the Department has evaluated the bids, the Department will post an agency decision, as defined by Rule 28-110.002(2), F.A.C., on the VBS website.

1.11.1 Question Submission

The Department invites interested and registered Vendors to submit questions regarding the solicitation. Vendors who have 'Joined' the MFMP Sourcing event are able to submit questions using the MFMP Sourcing 'Messages' tab (referred to as the "Q&A Board" in PUR 1001). Questions can be submitted in MFMP Sourcing until the Question Submission Deadline listed in the Timeline of Events. Questions will not constitute formal protest of the specifications of the solicitation. All questions submitted will be published and answered in a manner that all proposers will be able to view.

BIDDERS ARE STRONGLY ENCOURAGED TO RAISE ANY QUESTIONS OR CONCERNS THEY MAY HAVE REGARDING THIS ITB, INCLUDING THE PROPOSED CONTRACT TERMS AND CONDITIONS, DURING THE OPEN QUESTION PERIOD.

1.11.2 Addenda to the ITB

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

1.11.3 Protest of Terms, Conditions, and Specifications

With respect to a protest of the terms, conditions and specifications contained in this solicitation, including any provisions governing the methods for scoring bids, awarding contracts, or modifying or amending any contract, a notice of intent to protest and any subsequent formal written protest shall be filed in writing with the Agency Clerk, Department of Management Services, 4050 Esplanade Way, Tallahassee, FL 32399 within 72 hours after the posting of the solicitation. Please copy the Procurement Officer on such filings. For purposes of this provision, the term "the ITB" includes this solicitation document, any addenda, response to written questions, clarification or other document concerning the terms, conditions, and specifications of the solicitation. The protestor must post a bond with the formal protest that is equal to one percent (1%) of the Department's estimated contract amount. The estimated contract amount is not subject to protest.

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

1.11.4 Public Opening

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

1.11.5 Electronic Posting of Agency Decision

The Department electronically posts a Notice of Agency Decision on the VBS for review by interested parties at the time and location specified in the Timeline of Events. The Agency Decision remains posted for a period of seventy-two (72) hours, not including weekends or State observed holidays. If the Agency Decision is delayed, in lieu of posting the Agency Decision, the Department may post a notice of delay and a revised date for posting the Agency Decision.

1.11.6 Protest of Notice of Agency Decision

Any Bidder desiring to protest the Notice of Agency Decision shall file a notice of protest and any subsequent formal written protest with the Agency Clerk, Department of Management Services, 4050 Esplanade Way, Tallahassee, FL 32399, within the time prescribed in section 120.57(3) Florida Statutes, and Chapter 28-110, Florida Administrative Code. Please copy the Procurement Officer on such filings. The protestor must post a bond with the formal protest that is equal to one percent (1%) of the Department's estimated contract amount. The estimated contract amount is not subject to protest. Failure to file a notice of protest and a formal protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

1.12 Modification or Withdrawal of Bid

Bidders are responsible for the content and accuracy of their bid. Bidders may modify or withdraw their bid at any time prior to the bid due date in accordance with the Timeline of Events.

1.13 Cost of Bid Preparation & Independent Preparation

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

1.14 Taxes

The State does not pay federal excise or sales taxes on purchases. The State will not pay any personal property taxes levied on the Broker or for any taxes levied on employees' wages. Any exceptions to this paragraph will be explicitly noted by the Department in the Contract.

1.15 Contract Formation

The Department may issue a Notice of Agency Decision to successful Bidder(s); however, no Contract shall be formed between a Bidder and the Department until the Department signs the Contract. The Department shall not be liable for any work performed or costs incurred by Bidder for any work performed before the Contract is effective. Please refer to Attachment B, Draft Contract.

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

The General Contract Conditions (PUR 1000, 10/06) are incorporated by reference and can be accessed at:
http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms

The terms of the PUR 1000, 10/06, are replaced in their entirety with the General Contract Conditions contained in Attachment B of this ITB.

1.16 Contract Transition

Upon Contract expiration or termination, the incumbent Broker will ensure a seamless transition of the Contract to any subsequent Broker(s), and will be responsible for coordinating the transfer of Contract-related records with any subsequent Broker(s) as necessary to transition the services of this Contract. The subsequent Broker shall cooperate with the incumbent Broker's transition of the Contract, if applicable. The incumbent Broker and subsequent Broker(s) will assume all individual expenses relating to the transfer of records. The incumbent Broker will develop a detailed written transition plan and coordinate with any subsequent Broker(s) regarding a schedule for transfer of records. The transition plan must be submitted to and approved by the Department prior to the transfer of records to the subsequent Broker(s).

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2 Instructions to Bidders

This section contains instructions to Bidders on how to submit a bid. The instructions come in two parts: general instructions and special instructions.

2.1 General Instructions

PUR 1001, The General Instructions to Bidders, is incorporated by reference and provided via the link below:

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

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

2.2 Special Instructions

2.2.1 Sections 5, 9, and 14 of the PUR 1001 (General Instructions) are superseded and are replaced in its entirety as follows:

Section 5. Questions

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

Section 9. Respondent's Representation and Authorization

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

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.

- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.

- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

Section 14. Firm Bid

The Department intends to execute a Contract within sixty (60) days after the date of the bid opening, during which period bids shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, all bids shall remain firm until either the Department awards the Contract or the Department receives from the Bidder written notice that the bid is withdrawn. Bid responses that express a shorter duration may, in the Department's sole discretion, be accepted or rejected.

2.2.2 MFMP Sourcing Application

In order to bid, Bidders must have a current vendor registration and be active for "Sourcing Events" within the link: [MFMP Vendor Information Portal](#).

2.2.3 MyFloridaMarketPlace Vendor Registration

To participate within MFMP Sourcing, a Bidder must be a registered vendor in the MFMP Vendor Information Portal (VIP). Registered Bidders should log into MFMP VIP to ensure solicitation information and commodity code registrations are correct and to ensure the option to participate in electronic solicitations in MFMP Sourcing is selected.

2.2.3.1 Vendors not currently Registered with MFMP VIP must:

- a) Create an account through the MFMP VIP.
The MFMP VIP can be accessed via this link: <https://vendor.myfloridamarketplace.com/>
- b) Within MFMP VIP, indicate on the Solicitations page that the wish to participate in electronic solicitations.
- c) Within MFMP VIP, in the Commodity Selections section, select the commodity codes for the goods and services that the Vendor would like to provide to the state. Vendors will not receive notifications for commodities codes that are not selected.

The Department strongly recommends Vendors set MS Internet Explorer browser to compatibility mode while using MFMP applications. More information regarding recommended internet browser settings can be found by clicking [here](#).

The awarded Vendor(s) will be required to pay the required MFMP transaction fee(s) as specified in Attachment B, unless an exemption has been requested and approved prior to the award of the contract pursuant to Rule 60A-1.031 of the Florida Administrative Code.

2.2.4 VBS and MFMP Sourcing notifications

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

2.2.5 Joining the Sourcing Event

In order to 'Join' the MFMP Sourcing event vendors must:

- a) Have a current MFMP vendor registration in the MFMP Vendor Information Portal (VIP), and
- b) Select 'Yes' to participate in electronic sourcing events in MFMP Sourcing.

The MFMP Sourcing may be accessed using the following link:

<https://sourcing.myfloridamarketplace.com>

2.2.6 MFMP Sourcing Event Posting Phase

A solicitation formally begins when the Department posts a Notice in VBS and publishes an MFMP Sourcing event.

Solicitations conducted in MFMP Sourcing exist in the following statuses:

2.2.6.1 'Preview' Status

A solicitation is published as a 'Public Event' in MFMP Sourcing and is initially in 'Preview' status. When the solicitation is in 'Preview' status, Vendors can view and download all information related to the solicitation and pose questions to the Procurement Officer in the 'Messages' tab of the event. For more information on submitting a question in MFMP Sourcing refer to Question Submission section under the ITB process.

The solicitation remains in 'Preview' status until the 'Open' status begins.

2.2.6.2 'Open' Status

The solicitation enters 'Open' status on the date listed on the Timeline of Events. When a solicitation is in 'Open' status, all Vendors who accepted the 'Bidders Agreement' in MFMP Sourcing may submit bids until the Bid Due Date listed in Attachment A, Timeline of Events.

The solicitation remains in 'Open' status until the Bid Due Date and Time listed in the Timeline of Events.

2.2.6.3 'Pending Selection' Status

The solicitation enters 'Pending Selection' status on the date listed on the Timeline of Events. When a solicitation is in 'Pending Selection' status, vendors are no longer able to submit bids in accordance with Attachment A, Timeline of Events.

2.2.6.4 'Completed/Awarded' Status

The solicitation enters 'Completed/Awarded' status after the Agency Decision has been published to the Vendor Bid System, in accordance with the Timeline of Events. This status indicates the MFMP Sourcing event has been completed and the term 'Award' in MFMP Sourcing refers solely to system function.

2.2.7 MFMP Training

MFMP University offers vendor training materials on the Department's website at:

<http://www.dms.myflorida.com/mfmp/vendor/trainingmaterials>

Vendors may download the pdf documents for review.

[MFMP University](#) provides access to recorded online training on a variety of topics, including Vendor Registration and Selecting Commodity Codes.

Also, please review the following file, which provides assistance with responding to MFMP Sourcing events:

http://www.dms.myflorida.com/media/purchasing/mfmp_files/buyers/state_purchasing_vendor_pre_bid_deck_2016

2.2.8 MFMP Assistance

Vendors that need assistance using MFMP may contact the MFMP Customer Service Desk at VendorHelp@myfloridamarketplace.com or (866) 352-3776, Monday through Friday, from 8 a.m. to 6 p.m.

2.2.9 Who May Respond

Fully capable Insurance Brokers, who are in good standing with the State of Florida, that meet the qualifications in the scope of work, and possess the financial capability, experience, and personnel resources to provide products and services of the scope and breadth described in this ITB may respond. Bidders must hold all licenses and certifications required to provide the services sought in this ITB, and must be in good standing with State insurance regulatory bodies.

2.2.10 Commitment to Diversity in Government Contracting

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

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

2.2.11 Mandatory Requirements or Conditions

The State has established certain requirements with respect to bids submitted to competitive solicitations. The use of “shall”, “must”, or “will” (except to indicate futurity) in this solicitation, indicates a requirement or condition that is mandatory. A deviation from a mandatory requirement or condition is material if, in the State’s sole discretion, the deficient response is not in substantial accord with the solicitation requirements, provides an advantage to one Bidder over another, or has a potentially significant effect on the quality of the response or on the cost to the State. The words “should” or “may” in this solicitation indicate desirable attributes or conditions, but are permissive in nature.

2.2.12 How to Submit a Bid

Submit bids to this solicitation via the MyFloridaMarketPlace Sourcing Application by selecting this link: [MFMP Sourcing Login](#). Bidders must have a current Vendor registration and be active for “Sourcing Events” within the link [MFMP Vendor Information Portal](#). Download the MFMP Participation Instructions to Bidder, for detailed instructions on how to participate within the MFMP Sourcing Application.

Bidders must include all appropriate pricing, documents, forms, files, question responses, and information located within the MFMP Sourcing Application for this solicitation. All required or requested pricing, documents, forms, files, question responses, and information are to be entered electronically in the MFMP Sourcing Application during this solicitation as indicated.

2.2.13 Contents of Bid and Required Documents

Bidders will submit all information via the MFMP Sourcing Application. Failure to submit all of the required information in the specified format may result in a determination of Bidder non-responsiveness. Attachments submitted in MFMP Sourcing should be similar to the following file naming conventions:

Example:

JohnDoeLLC_Attachment_D.pdf
JohnDoeLLC_Attachment_E_Price Sheet.xlsx
JohnDoeLLC_Attachment_F.pdf
JohnDoeLLC_Attachment_G.pdf
JohnDoeLLC_Administrative Documents

2.2.13.1 Mandatory Responsiveness Requirements:

2.2.13.1.1 Qualification Questions (Attachment D)

Bidders will download and complete Attachment D and upload the executed Attachment D within the MFMP Sourcing Application. Bidders must provide a Yes/No response to the Qualification Questions. Bids from Bidders who answer “No” to any of the Qualification Questions shall be considered non-responsive.

2.2.13.1.2 Price Sheet (Attachment E)

Bidders will download the Microsoft® Excel file Attachment E, Price Sheet and review and follow the instructions and general information as provided in the Price Sheet Instructions and in the Price Sheet. Bidder shall provide a fixed rate or an annual premium for each policy period in which the Bidder submits a bid. Bidder must complete all corresponding cells highlighted in yellow. Bidders must input the name and cost of any assessment or fee to be levied for each policy period bid. **The Bidder is required to supply accurate and complete information.** Upon completion of the Price Sheet, Bidders must upload the completed Microsoft® Excel file within the MFMP Sourcing Application. Bidders should not convert the Price Sheet to a PDF.

Note: Any blank annual premium price fields within a policy period, any price fields showing error codes, or bids that do not include the service as required, may be rejected as non-responsive.

For each policy period which the Bidder submits its bid, the Bidder must complete all corresponding areas cells highlighted in yellow. If a Bidder does not wish to bid for a certain policy period beyond the initial Policy Period 1, leave the cells untouched or blank (do not delete the row.) The Bidder is required to supply accurate and complete information. The Price Sheet is locked and will move automatically to the areas highlighted in yellow where pricing is requested.

For eligibility information on the price sheet, please see the Basis for Award section for clarification.

Worksheet Name	Tab Color	Required for ITB Response	Type of Response
1 Price Sheet	Yellow	Yes	Fully completed Price Sheet per this Section.
2 TDD & Inside	Green	No	Review for pricing purposes

The Microsoft® Excel file Attachment E, Price Sheet contains the following worksheets

2.2.13.2 Completed Required Attachments to be submitted with a Bid

2.2.13.2.1 Certification of Drug-Free Workplace Form (Attachment F)

The Bidder will download Attachment F and, if applicable, sign and upload the completed form within the MFMP Sourcing Application.

2.2.13.2.2 Broker Information Form (Attachment G)

The Bidder will download and complete Attachment G and upload the completed form within the MFMP Sourcing Application. This form identifies persons responsible for answering questions about the solicitation and administering the Policy; and, provides information necessary for coordinating coverage under the Policy.

2.2.13.2.3 Broker Criteria Form (Attachment H)

The Bidder will download, complete, and notarize Attachment H and upload within the MFMP Sourcing Application.

2.2.13.2.4 Broker Experience Certification Form (Attachment I)

The Bidder will download, complete, and notarize Attachment I and upload within the MFMP Sourcing Application.

2.2.13.2.5 Broker Certification Form (Attachment J)

The Bidder will download, complete, and notarize Attachment J and upload within the MFMP Sourcing Application.

2.2.13.2.6 Underwriter Certification Form (Attachment K)

The Bidder will download and secure the notarized signature of the Underwriter on Attachment K and upload within the MFMP Sourcing Application.

2.2.13.2.7 Savings/Rate Reductions (Attachment L)

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

2.2.13.2.8 Administrative Documents

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

- a) E-verify screenshot
- b) Company’s Certificate of Insurance
- c) **Current and Active registration with the Department of State with their bid submittal.
- d) Out of State Preference Letter from Attorney (if applicable)
Any Bidder who states that its “principal place of business” is outside of this state must submit with its bid in accordance with section 287.084, Florida Statutes, a written opinion of an attorney at law, licensed to practice law in that foreign state, that contains information

explaining the preferences, any or none, granted by the law of that state to its own business entities whose principal place(s) of business are in that foreign state in the letting of any or all public contracts. For the purpose of this ITB, "principal place of business" means the state in which the Bidder's high level officers direct, control, and coordinate the Bidder's activities.

****NOTE:** Pursuant to section 607.1501, Florida Statutes, out-of-state corporations, where required, must obtain a Florida Certificate of Authorization pursuant to section 607.1503, Florida Statutes, from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. Website: www.sunbiz.org.

2.2.14 Basis for Award

The Department anticipates awarding to one responsive and responsible Bidder whom the Department determines has provided the lowest calculated premium (CP). However, the Department reserves the right to award to more than one responsive and responsible Bidder or to reject all bids, as determined to be in the best interest of the State. The CP is the average of all premiums for policy periods with nonzero bids.

To be eligible for award, Bidders must provide total premium for the five coverage areas listed in the price sheet for each policy period for which a Bidder determines to submit a bid.

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

A Bidder may provide pricing for either policy period 1; policy periods 1 and 2; policy periods 1, 2 and 3; or policy periods 1, 2, 3 and 4. No other combination of policy periods will be accepted. Pricing must be based upon current deductibles.

Bids for multiple Policy Periods will be discounted as indicated below. The calculated premium (CP) is the average of all premiums for policy periods with nonzero bids.

$$CP = \text{AVERAGE} (PP1 + DPP2 + DPP3 + DPP4)$$

Where:

D = Discounted Premium

Policy Period 1 = PP1

Policy Period 2 = PP2

Policy Period 3 = PP3

Policy Period 4 = PP4

PP1 is not discounted.

$DPP2 = \text{Total Premium } PP2 / (1+R)^{P1}$

$DPP3 = \text{Total Premium } PP3 / (1+R)^{P2}$

$DPP4 = \text{Total Premium } PP4 / (1+R)^{P3}$

Where:

R = Inflation rate is the most recent ten-year inflation rate from the Survey of Professional Forecasters as of the 2nd quarter 2017.

P = Period (1, 2, 3)

In accordance with section 626.916, Florida Statutes, bids submitted from an eligible surplus lines insurer with a lower calculated premium than a bid submitted by an authorized insurer, will not be considered.

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

2.2.15 Alternate Responses

Bidder may not submit more than one bid. The Department seeks each Bidder's single-best response.

2.2.16 Rejection of Bids

Bids that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Bidders whose bids 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 as not responsible. The Department reserves the right to determine which bids meet the requirements of this solicitation, and which Bidders are responsive and responsible.

2.2.17 Minor Irregularities/Right to Reject

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

2.2.18 Redacted Submissions

The following section supplements section 19 of the [PUR 1001](#). All materials submitted as part of this ITB will be a public record subject to the provisions of chapter 119, Florida Statutes. A time-limited exemption from public inspection is provided for the contents of Bids pursuant to subsection 119.071(1)(b), Florida Statutes. Selection or rejection of a Bid does not affect the public record status of the materials. If Bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, Bidder should submit an unredacted copy and simultaneously provide the Department with a separate redacted copy of its response, identifying the applicable content as "Confidential", and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy must contain the Department's solicitation name, number, and the Bidder's name on the cover, and must be clearly titled "Redacted Copy." The Redacted Copy should only redact those portions of material that the Bidder claims is confidential, proprietary, trade secret or otherwise not subject to disclosure. This submission must be made no later than the Bid submittal deadline.

In the event of a request for public records pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as confidential are responsive, the Department will provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Bidder such an assertion has been made. It is the Bidder's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, Florida Statutes, or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Bidder in a legal proceeding, the Department will give the Bidder prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Bidder must be responsible for defending its determination that the redacted portions of its bid are confidential,

proprietary, trade secret, or otherwise not subject to disclosure.

The Department is not obligated to agree with a Bidder's claim of exemption and, by submitting a Bid, the Bidder agrees to defend its claim that each and every portion of the redaction is exempt from inspection and copying under Florida's Public Records Law. By submitting a bid, the Bidder agrees to protect, defend, and indemnify the Department for any and all claims arising from or in any way relating to the Bidder's determination that the redacted portions of its bid are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Bidder fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request for these records. The Bidder exclusively bears the burden of complying with this subsection to ensure its exempt information is appropriately marked.

2.2.19 Additional Information

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

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3 Statement of Work

3.1 Department Insurance Program

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

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

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

Paragraph 287.042(2)(a), Florida Statutes, authorizes the Department "to establish purchasing agreements and procure state term contracts for commodities and contractual services, pursuant to section 287.057, under which **state agencies shall**, and **eligible users may**, make purchases pursuant to s. 287.056." For the purposes of this solicitation, eligible users are limited to state universities, as described by Section 1000.21(6), Florida Statutes.

3.2 Scope of Work

The purpose of the solicitation is to establish a Government Crime Insurance Policy for the Named Insured, while maximizing the quality and level of service in policy administration. The Vendor shall market and secure a Government Crime Insurance Policy on behalf of the State of Florida and the Named Insureds that shall, at a minimum, include coverage as set forth below in Section 3.5, Coverage. The initial term of the Contract will be one year beginning January 1, 2018, 12:01 a.m., and ending January 1, 2019, 12:01 a.m., with up to three additional annual Policy terms at the pricing specified in the bid and in accordance with the terms and conditions specified in the Contract.

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3.3 Named Insured

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

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

1DCA	1 st District Court of Appeals
2DCA	2 nd District Court of Appeals
3DCA	3 rd District Court of Appeals
4DCA	4 th District Court of Appeals
5DCA	5 th District Court of Appeals
AG	Auditor General
AHCA	Agency for Health Care Administration
APD	Agency for Persons with Disabilities
CITRUS	Department of Citrus
DACS	Department of Agriculture and Consumer Services
DBPR	Department of Business and Professional Regulation
DCF	Department of Children and Families
DEM	Division of Emergency Management
DEO	Department of Economic Opportunity
DEP	Department of Environmental Protection
DJJ	Department of Juvenile Justice
DLA	Department of Legal Affairs
DMA	Department of Military Affairs
DMS	Department of Management Services
DOE	Department of Education
DOEA	Department of Elder Affairs
DOH	Department of Health* (* DOH coverage is limited to the Florida Department of Health Orange County Health Management Nursing Administration)
DOR	Department of Revenue
DOS	Department of State
DOT	Department of Transportation
DVA	Department of Veterans' Affairs
EOG	Executive Office of the Governor
FAMU	Florida Agricultural and Mechanical University
FAU	Florida Atlantic University
FCOR	Florida Commission on Offender Review
FDLE	Florida Department of Law Enforcement
FGCU	Florida Gulf Coast University
FSDB	Florida School for the Deaf and Blind
FSU	Florida State University
HSMV	Department of Highway Safety and Motor Vehicles
JAC	Justice Administrative Commission
NCF	New College of Florida
OLS	Office of Legislative Services
OPPAGA	Office of Program Policy Analysis and Government Accountability
PSC	Public Service Commission
SBA	State Board of Administration of Florida
SCS	State Courts System
UF	University of Florida
UNF	University of North Florida

USF University of South Florida
UWF University of West Florida

NOTE: Named Insured may be added or removed during the policy period as outlined in the Attachment B, Draft Contract, section 5.2, Additions/Deletions. Additions in coverage must be consistent with current Contract Insurance Policy rates, terms, and conditions.

3.4 Locations of Covered Property

Locations of the Named Insured vary throughout the State of Florida. The government crime coverage schedule may be modified by the Named Insured throughout the policy period. The frequency of changes varies among each Named Insured throughout the policy term, but each Named Insured will remain responsible for any Premium payment assessed while participating in the policy coverage.

Attachment C, Expiring Policy, and Attachment M, Named Insured Schedules, contain information to be used for rating purposes, and other information for the current State of Florida government crime policy.

3.5 Coverage

Coverage shall be the same or better as provided in Attachment C, Expiring Policy.

Refer to Attachment M, Named Insured Coverage Schedules, for limits of coverage for each Named Insured.

3.5.1 Current coverage includes the following The Insurance Policy must provide blanket coverage for all full- and part-time state employees; trustees; members of commissions, councils or boards; officers; volunteers; state university employees, faculty and staff; and the Governor and his staff.

3.5.1.1 Employee Dishonesty Coverage - Blanket coverage for loss of money, securities, and property other than money and securities, resulting from dishonest acts committed by employees.

3.5.1.2 Faithful Performance of Duty - Coverage for loss of money, securities, and property other than money and securities, resulting from dishonest acts committed by employees and the failure of any employee to faithfully perform their duties as prescribed by law or because of a criminal act committed by a person other than an employee.

3.5.1.3 Excess Public Employee Dishonesty Coverage - Excess coverage for loss of money, securities, and property other than money and securities resulting from dishonest acts committed by employees.

3.5.1.4 Theft, Disappearance and Destruction - Coverage for loss of money and securities inside and outside the premises as a result of theft, disappearance or destruction.

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3.5.2 Limits and Deductibles

The policy limits and deductibles are summarized below. Additional limits for inside and outside premises as requested by specific Named Insureds are provided on Attachment M.

Insuring Agreements	Limits of Insurance (Per Occurrence)	Deductible Amount (Per Occurrence)
Employee Dishonesty– Per Loss Coverage	\$ 500,000	\$ 10,000.00
Faithful Performance of Duty	See Attachment M	\$ 10,000.00
Excess Public Employee Dishonesty Coverage	See Attachment M	\$ 10,000.00
Inside the Premises – Theft of Money and Securities	All Locations \$ 500,000 See Attachment M for additional limits	\$ 10,000.00
Inside the Premises – Robbery Or Safe Burglary of Other Property	\$ 500,000 See Attachment M for additional limits	\$ 10,000.00
Outside the Premises	\$ 500,000 See Attachment M for additional limits	\$ 10,000.00

3.6 Insurance Policy Premiums.

Policy premiums will be as described in Attachment B, Draft Contract, section 2.2.

3.7 Historical Premium and Loss Information.

The historical premium and loss information is included in Attachment N of this solicitation document. The Insurer may be requested to work with the Department relating to loss prevention and loss control issues.

3.8 Broker / Underwriter Responsibilities

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

3.8.1 Invoicing

Invoicing will be as processed as provided in Attachment B, Draft Contract, section 2.3.

3.8.2 Additions/Deletions

Changes to the policy will be made in accordance with Attachment B, Draft Contract, section 5.2.

3.8.3 Claims Settlement

Claim settlement checks will be as processed as provided in the Attachment B, Draft Contract, section 3.4.

3.9 Underwriting Information

Underwriting information is provided in Attachment B, Draft Contract, section 5.1.

3.10 Insurance Policy Conditions

After award, the Contractor must provide the Department an original and complete copy of the Insurance Policy, including declarations, insuring agreements, conditions, exclusions, schedule of coverage, and all necessary endorsements at the policy inception, or an insurance binder until such Insurance Policy is received. The Insurance Policy must include a manuscript endorsement

with any mandatory contractual language required by section 287.058, Florida Statutes, and must conform to the requirements stated in this ITB. Failure to submit a complete Insurance Policy will constitute sufficient grounds for termination pursuant to section 1, Attachment B, Draft Contract.

3.10.1 The Insurance Policy must conform to the following coverage conditions:

- 3.10.1.1 The entire coverage is to be written under one policy whenever possible.
- 3.10.1.2 Coverage must include, at a minimum, the coverage outlined in this ITB and the expiring policy; however, broader coverage may be offered. Refer to Attachment C of this ITB for a copy of the expiring policy.
- 3.10.1.3 The additional limits of liability will be as they appear in Attachment M, Named Insured Coverage Schedules.
- 3.10.1.4 Employee Dishonesty is blanket coverage for all employees.
- 3.10.1.5 Unless prohibited by Underwriting guidelines, whenever possible, the territory for all policies is to be unrestricted and all claims originated in foreign countries are to be filed and settled in the United States.
- 3.10.1.6 Coverage will be provided for all locations of the Named Insured. Where possible, the Department has provided an estimated number of locations in Attachment M, including a location address to be used as an indication of the exposure. This information should only be used for rating purposes.
- 3.10.1.7 The Insurance Policy is to include a provision specifying that, except for limits, the insurance applies as though a separate policy is issued for each Named Insured in the event that a claim is made by one Named Insured against another Named Insured.

3.11 Cancellation / Nonrenewal

Cancellation / Nonrenewal will be in accordance with Attachment B, Draft Contract, section 1.3.

3.12 Insurer Serviceability

Insurer Serviceability will be in accordance with Attachment B, Draft Contract, section 10.1.

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Attachments

Attachment A	Timeline of Events
Attachment B	Draft Contract
Attachment C	Expiring Policy
Attachment D	Qualification Questions
Attachment E	Price Sheet
Attachment F	Certification of Drug-Free Workplace Form
Attachment G	Broker Information Form
Attachment H	Broker Criteria Form
Attachment I	Broker Experience Certification Form
Attachment J	Broker Certification Form
Attachment K	Underwriter Certification Form
Attachment L	Insurance Savings/Rate Reductions
Attachment M	Named Insured Coverage Schedules
Attachment N	Historical Premiums and Loss Information

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