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Rick Scott, Governor

Erin Rock, Secretary

REQUEST FOR PROPOSALS (RFP)
FOR
DEPENDENT ELIGIBILITY VERIFICATION AUDIT SERVICES
RFP NO: DMS-17/18-002
THE STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

Procurement Officer: Maureen Livings
Division of Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 335.2Z
Tallahassee, FL 32399-0950
Phone: (850)410-2404
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Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes (as altered by subsection 110.123(3)(d)4, Florida Statutes), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes. Any protest must be timely filed with the Department of Management Services' Agency Clerk listed at: http://www.dms.myflorida.com/agency_administration/general_counsel

TABLE OF CONTENTS

SECTION 1. INTRODUCTION.....	4
1.1 Solicitation Objective	4
1.2 Background Information.....	4
1.3 Term	4
1.4 Definitions	4
1.5 Special Accommodations	5
1.6 Procurement Officer.....	5
SECTION 2. SOLICITATION PROCESS.....	5
2.1 General Overview.....	5
2.2 Questions and Answers.....	6
2.3 Timeline of Events	6
2.4 Addendum to the Solicitation	7
2.5 Contract Formation	7
2.6 Modification or Withdrawal of Proposals.....	8
2.7 Diversity	8
SECTION 3. GENERAL AND SPECIAL INSTRUCTIONS	8
3.1 Introduction.....	8
3.2 MyFloridaMarketPlace (MFMP) Registration	10
3.3 Florida Substitute Form W-9 Process	10
3.4 How to Submit a Proposal	10
3.5 Mandatory Responsiveness Requirements	11
3.6 Contents of Proposal	12
3.7 Public Records and Respondent’s Confidential Information.....	15
3.8 Additional Information	16
3.9 Price Sheet Instructions.....	16
3.10 Subcontracting.....	16
SECTION 4. SELECTION METHODOLOGY	16
4.1 Evaluation Criteria	16
4.2 Evaluation of the Proposal – 200 points	18
4.3 Basis of Award.....	20
4.4 Proposal Disqualification	20
SECTION 5. AWARD.....	20
5.1 Rights for Award	20
5.2 Agency Decision	20

SECTION 6. PROTEST OF AGENCY DECISIONS21

Attachments:

- ATTACHMENT A – STATEMENT OF WORK
- ATTACHMENT B – CONTRACT
- ATTACHMENT C – ADMINISTRATIVE REQUIREMENTS
- ATTACHMENT D – PERFORMANCE GUARANTEES
- ATTACHMENT E – BUSINESS ASSOCIATE AGREEMENT
- ATTACHMENT F – PRICE SHEET
- ATTACHMENT G – SPECIAL CONDITIONS

Forms:

- FORM 1 – CONTACT INFORMATION
- FORM 2 – NOTICE OF CONFLICT OF INTEREST
- FORM 3 – NON-COLLUSION AFFIDAVIT
- FORM 4 – STATEMENT OF NO INVOLVEMENT
- FORM 5 – BUSINESS/CORPORATE EXPERIENCE
- FORM 6 – ADDENDUM ACKNOWLEDGEMENT
- FORM 7 – SUBCONTRACTING
- FORM 8 – MANDATORY RESPONSIVENESS REQUIREMENTS
- FORM 9 – CERTIFICATION OF EXPERIENCE
- FORM 10 – AFFIDAVIT OF NO OFFSHORING

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SECTION 1. INTRODUCTION

1.1 Solicitation Objective

The State of Florida, Department of Management Services' Division of State Group Insurance (Department) is issuing this solicitation to establish a contract for Dependent Eligibility Verification Audit services. This solicitation will be administered through the Vendor Bid System (VBS). Vendors interested in submitting a Proposal must comply with all terms and conditions described in this solicitation.

This solicitation has an estimated annual spend of \$1,000,000. This is for informational purposes only and should not be construed as representing actual, guaranteed or minimum spend under any new contract. The Department intends to make a single award. However, the Department reserves the right to make multiple awards or to make no awards.

1.2 Background Information

Pursuant to section 110.123, F.S., the Department's Division of State Group Insurance ("Division") administers the State Group Insurance Program ("Program"). The Program is comprised of a package of insurance benefits, including health insurance options, flexible spending and health savings accounts, life insurance, dental insurance, and other supplemental insurance products for State of Florida employees and retirees, COBRA participants, and covered spouses and/or children. Each employee, retiree or COBRA participant that is the primary insured is an "Enrollee." Covered spouses and/or children are "Dependents." Each individual covered under the Program is a "Member." Through the Program, the Department currently offers four (4) medical benefit plan design options. Two (2) of these are Preferred Provider Organization ("PPO") plans, while the other two (2) plans are Health Maintenance Organizations ("HMO") or HMO-style plans. The PPO options, available statewide, are currently self-funded, with medical benefits administered by a single third-party administrator ("TPA"). The fully-insured HMO and self-insured HMO-style options are currently provided by five (5) separate HMOs and TPAs, with a mix of fully insured and self-insured funding arrangements. A single pharmacy benefits manager, currently CVS/Caremark, administers the pharmacy benefits for all plans with the exception of Medicare Advantage HMO Enrollees, whose pharmacy benefits are administered by their respective fully insured HMOs.

The "Plan Year" runs from January 1st through December 31st of each calendar year. The State provides two (2) primary enrollment opportunities outside of qualifying status change events: 1) when a person begins employment with the State, and 2) annually during an open enrollment period.

As of January 2017, the State Group Health Insurance Program covers 176,274 Enrollees and 367,681 Members. Pursuant to section 110.12301, Florida Statutes, the focus of the dependent eligibility verification audit for the State of Florida is only the State Group Health Insurance Program.

1.3 Term

The term of the contract will be one (1) year. There will be no renewal terms for this contract.

1.4 Definitions

The following definitions apply to this solicitation, in addition to the definitions in the attached ATTACHMENT G – Special Conditions, the PUR 1001 – General Instructions to Respondents, the ATTACHMENT A - Statement of Work, and in the ATTACHMENT B - Contract.

1.4.1 Confidential Information – Any portion of a Respondent's documents, data or records disclosed relating to its Proposal that the Respondent claims is confidential and not subject

to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or any other authority and is clearly marked "Confidential."

- 1.4.2 Contract – Any binding agreement that results from this competitive procurement, if any, between the Department and the vendor.
- 1.4.3 Proposal – The formal response to an RFP.
- 1.4.4 Respondent - A vendor who submits a Proposal to this solicitation.
- 1.4.5 State – The State of Florida
- 1.4.6 Vendor(s) - An entity that is capable and in the business of providing a commodity or service similar to those within the solicitation.

1.5 **Special Accommodations**

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at (850) 488-0439. Requests for accommodation for meetings must be made at least five (5) working days prior to the meeting. A person who is hearing or speech impaired can contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD).

1.6 **Procurement Officer**

The Procurement Officer is the **sole point of contact** as described in PUR 1001, Section 21.

Procurement Officer for this solicitation is:

Maureen Livings
Purchasing Analyst, Division of Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 335
Tallahassee, FL 32399-0950
Phone: (850)410-2404
Email: DMS.Purchasing@dms.myflorida.com

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

During the time between the release of this RFP and the end of the 72-hour period following the Department's posting of the Notice of Intent to Award, Respondents to this solicitation or persons acting on their behalf may not contact 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.

SECTION 2. SOLICITATION PROCESS

2.1 **General Overview**

The RFP is a method of competitively soliciting a commodity or contractual service under Chapter 287, Florida Statutes. Vendors can submit formal questions via email to the Procurement Officer

by the deadline listed in the Timeline of Events. Proposals are to be received by the deadline listed in the Timeline of Events.

The Department will hold a public opening of the Proposals at the date, time, and location below. Once the Department has reviewed and evaluated the Proposals, the Department will post its decision on the Vendor Bid System.

2.2 Questions and Answers

Respondents will address all questions during the Question and Answer period regarding this solicitation in writing to the Procurement Officer via email. The deadline for submission of questions is reflected in the Timeline of Events section.

The Department requests that all questions have the solicitation number in the subject line of the email. Questions are requested to be submitted in the following format:

Question #	Vendor Name	RFP Section	RFP Page #	Question

Questions will not constitute formal protest of the specifications of the solicitation.

Department answers to written inquiries will be issued by addendum via the Vendor Bid System.

2.3 Timeline of Events

The table below contains the Timeline of Events for this solicitation. The dates and times within the Timeline of Events are subject to change. It is the Respondent’s responsibility to check for any changes. All changes to the Timeline of Events will be made through an addendum to the solicitation. Respondents are responsible for submitting all required documentation by the dates and times (Eastern Time) specified below.

Timeline of Events	Event Time (ET)	Event Date
RFP posted on the VBS.		07/25/2017
Deadline to submit questions to the Procurement Officer.	3:00 PM	07/28/2017
Department’s anticipated posting of answers to Respondents’ questions on the VBS.		08/04/2017
Deadline to submit Proposal and all required documents to the Procurement Officer.	3:00 PM	08/14/2017
Public Opening 4050 Esplanade Way, Tallahassee, FL 32399 Conference Room 109	3:30 PM	08/14/2017
Formal Evaluations Conducted.		08/21/2017 - 08/31/2017

Timeline of Events	Event Time (ET)	Event Date
Public Meeting for Evaluators to confirm scores. 4050 Esplanade Way, Tallahassee, FL 32399 Conference Room 101 Conference Call: - 1-888-670-3525 Participant Code: 7665653066#	2:00 PM	09/05/2017
Anticipated date to post Notice of Intent to Award.		09/11/2017
Anticipated contract start date.		10/02/2017

2.4 Addendum to the Solicitation

The Department reserves the right to modify this solicitation by issuing an addendum posted on the Vendor Bid System. It is the responsibility of the Respondent to check the Vendor Bid System for any changes to a solicitation prior to submitting a proposal.

2.5 Contract Formation

The Contract will consist of the incorporated contract document (ATTACHMENT B) and all attachments thereto (See Section 4 of Attachment B, Contract Documents & Hierarchy). During the solicitation period, the Department may specifically identify and incorporate by reference any additional documents which are to be incorporated into the Contract.

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 Special Conditions, which are attached to this RFP as Attachment G. The attached Special Conditions shall apply except for Sections 7.2 and 7.3, which shall be replaced in their entirety as follows:

7.2. 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 (2) 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.

7.3. 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 (2) 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.

2.6 Modification or Withdrawal of Proposals

Respondents may modify the Proposal at any time prior to the RFP due date (as reflected in Section 2.3, Timeline of Events) by sending the modified Proposal to the Procurement Officer. A Proposal may be withdrawn by notifying the Procurement Officer in writing before the Public Opening.

2.7 Diversity

The Department is dedicated to fostering the continued development and economic growth of minority, Veteran and women owned businesses. Participation of a diverse group of Respondents doing business with the State of Florida is central to the Department's effort. To this end, minority, veteran and women owned businesses are encouraged to participate in the state's competitive, procurement process as both Contractors and subcontractors.

SECTION 3. GENERAL AND SPECIAL INSTRUCTIONS

3.1 Introduction

This section contains the General Instructions and Special Instructions to Respondents. The General Instructions to Respondents is the PUR 1001, 10/06, which is incorporated by reference and can be accessed at:

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

The Special Instructions are in Section 3 of the RFP. In the event of conflict between the General Instructions to Respondents and the Special Instructions, the Special Instructions shall have priority.

Sections 3, 5 and 9 of the PUR 1001 (General Instructions) are inapplicable and are replaced as follows:

Section 3. Electronic Submission of Proposals

Proposals shall be submitted in accordance with Section 3.5 of this solicitation.

Section 5. Questions

Questions shall be submitted in accordance with Section 2.2 of this solicitation.

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 (3) years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or*

public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or

- *Has within a three-year period preceding this certification had one 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.*

3.2 MyFloridaMarketPlace (MFMP) Registration

The awarded Respondent(s), if any, must have completed this process prior to Contract execution. For additional information, please visit: <https://vendor.myfloridamarketplace.com/>.

The awarded Respondent(s) will be required to pay the required MFMP transaction fee(s) as specified in Attachment G, Special Conditions, as modified in Section 2.5 of this RFP, unless an exemption has been requested and approved prior to the award of the contract pursuant to Rule 60A-1.032 of the Florida Administrative Code.

3.3 Florida Substitute Form W-9 Process

State of Florida vendors **must** register and complete an electronic Florida Substitute Form W-9. The Internal Revenue Service (IRS) receives and validates the information vendors provide on the Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit: <http://www.myfloridacfo.com/Division/AA/StateAgencies/W-9Instructions022212.pdf>

The awarded Respondent(s) if any, must have completed this process prior to Contract execution.

3.4 How to Submit a Proposal

Submit the Proposal in a properly marked, sealed box(es) containing the following:

- One (1) original, un-redacted version of the Proposal and five (5) un-redacted, bound paper copies;
- One (1) original of Attachment F – Price Sheet in a separate sealed envelope;
- One (1) scanned copy of the entire Proposal in Adobe (.pdf) and price sheet in Excel (.xlsx) on a USB flash drive. Large files should be scanned as separate files; and
- One (1) electronic redacted copy of the entire Proposal on a USB flash drive (if applicable, as described in subsection 3.8 of this RFP).

All electronic documents are to be searchable to the fullest extent practicable. Paper and electronic copies of Proposals are to consist of identical information. In the event of a conflict between the copies, the original paper Proposal controls.

Sealed Proposals are to be clearly marked on the outside of the package with the solicitation number, company name, and Procurement Officer Name.

Proposals shall be submitted to the address listed in subsection 1.6, also listed below:

Maureen Livings
Purchasing Analyst, Division of Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 335.2Z
Tallahassee, FL 32399-0950

Proposals should be prepared simply and economically, providing a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this solicitation. The emphasis of each Proposal should be on completeness and clarity of content.

Respondents are responsible for submitting their Proposals by the date and time specified in the Timeline of Events section of this solicitation.

A Proposal must demonstrate, within the Department's sole discretion that the Respondent is responsible and meets the responsiveness requirements in the RFP in order to be considered for the award.

The Department reserves the right to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the best interest of the state.

3.5 Mandatory Responsiveness Requirements

The Department will not evaluate Proposals from Respondents that do not meet the minimum requirements listed below. The Respondent's Experience and Ability, Proposed Technical Solution, and Answers to Questions will be addressed at the evaluation phase and will not be evaluated for the determination of responsiveness by Respondents.

Provide a signed Form 8, Mandatory Responsiveness Requirements, and provide the required documentation requested in this subsection.

3.5.1 The Respondent must certify that the person submitting Proposal and its pricing is authorized to respond to this solicitation on the Respondent's behalf.

3.5.2 The Respondent must certify that the Respondent will accept the Contract terms and conditions as stated herein, without qualification or exception.

3.5.3 The Respondent must certify that the Respondent is in compliance with Section 9 of the PUR 1001 form as modified by subsection 3.1 herein.

3.5.4 The Respondent must certify that the Respondent is not a Discriminatory Vendor or Convicted Vendor as defined in Sections 7 and 8 of the PUR 1001 form.

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

3.5.5 The Respondent must certify that the Respondent is not listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

3.5.6 The Respondent must certify that the Respondent is currently authorized to do business with the State, or will attain authorization through the Department of State, Division of Corporations, within seven (7) business days of notice of award, should the Respondent be awarded the Contract. Website: www.sunbiz.org

3.5.7 The Respondent must certify that the Respondent has at least three (3) non-overlapping years of experience providing the same or similar services as those being sought in this procurement.

NOTE: The certifications required in subsections 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, and 3.5.7 are to be accomplished through the execution of Form 8.

3.5.8 The Respondent must demonstrate at least three (3) non-overlapping years of experience providing the same or similar services as those being sought in this procurement by submitting Form 5. (The Respondent may submit Form 5 as many times as necessary to demonstrate the three (3) non-overlapping years of experience).

3.5.9 The Respondent must submit a letter, signed on or after July 1, 2017, from a surety company or bonding agent authorized to do business in the State of Florida and written on company letterhead that documents the Respondent's present ability to obtain a performance bond or irrevocable letter of credit in the amount of \$1,000,000.00.

3.5.10 The Respondent must provide a completed price sheet (Attachment F).

3.5.11 The Respondent must provide a certified Form 9, Certification of Experience.

3.6 Contents of Proposal

Proposals are to be organized in sections as directed below. Respondents are to complete each section entirely or the Respondent may be deemed non-responsive. The Department reserves the right to waive any minor irregularity, technicality or omission if the Department determines that doing so will serve the best interest of the state.

The Respondent is to organize its Proposal as follows:

Tab 1 - A cover letter on the Respondent's letterhead with the following information:

- a) Company name and physical address
- b) Primary location from where the work will be performed
- c) Contact information for primary point of contact, including phone and email address
- d) Federal Employer Identification (FEID) Number

Tab 2 - Completed FORMS:

- FORM 1 – CONTACT INFORMATION
- FORM 2 – NOTICE OF CONFLICT OF INTEREST

- FORM 3 – NON-COLLUSION AFFIDAVIT
- FORM 4 – STATEMENT OF NO INVOLVEMENT
- FORM 6 – ADDENDUM ACKNOWLEDGEMENT
- FORM 7 – SUBCONTRACTING

Tab 3 - Mandatory Responsiveness Requirements

- FORM 5 – BUSINESS/CORPORATE EXPERIENCE (multiple Form 5s may be submitted).
- FORM 8 – MANDATORY RESPONSIVENESS REQUIREMENTS
- FORM 9 – CERTIFICATION OF EXPERIENCE
- Proof of Respondent's Ability to Obtain a Letter of Credit/Bond as provided in subsection 3.5.9
- ATTACHMENT F – PRICE SHEET(S) in a separate sealed envelope.

Tab 4 - Response to the RFP

Please provide the following information in the Proposal, which will be evaluated against the criteria listed in the Selection Methodology Section.

- 1) Experience and Ability
The Respondent should furnish a narrative on its relevant experience and ability to provide the services requested or similar services.
- 2) Respondent's Proposed Technical Solution
The Respondent should furnish a narrative on its proposed technical solution which fully describes its plan for carrying out the services requested in this solicitation.
- 3) Respondent's Answers to Questions (below):
 - Provide an organizational chart identifying the names, area of expertise, functions, and reporting relationships of key people directly responsible for implementing the State of Florida account.
 - Provide an organizational chart identifying the names, area of expertise, functions, and reporting relationships of key people directly responsible for providing account support services.
 - Provide the name of the person with the day-to-day primary responsibility of managing the account for the State. What other duties, if any, will this person have? Include the number and size of other accounts for which this person will be responsible during the same time period, and what percentage of this person's time will be devoted to the State.
 - For the performance of services similar to those required in this RFP, has Respondent ever been notified of or been declared in breach or default of a contract; received written notice that it was considered to be in breach or default; or been defaulted on a contract with any other business entity? If so, provide the particulars, including when, where, which parties were involved, what occurred, and the ultimate outcome.

- Has Respondent ever been issued a letter of non-compliance on a contract involving services similar to those required in this RFP? If so, advise when, where and the ultimate outcome of such actions.
- Has Respondent ever terminated or given notice of termination of any contract for which it performed services similar to those required in this RFP? If so, provide the particulars, including when, where, which parties were involved, what occurred, and the ultimate outcome.
- Describe any discipline, fines, litigation and/or government action taken, threatened or pending against Respondent or any entities of Respondent during the last five (5) years regarding the performance of services similar to those required in this RFP. This information must include whether the Respondent has had any registrations, licenses, and/or certifications suspended or revoked in any jurisdiction within the last five (5) years, along with an explanation of circumstances.
- Identify and describe all data security incidents related to unauthorized access of client or Member data or unauthorized physical access to Respondent's data center experienced within the last five (5) years. Explain how the organization handled such incidents.
- The challenges or difficulties Respondent anticipates and how Respondent would overcome or mitigate the effect of these difficulties, given Respondent's experience with similar groups.
- Describe the Respondent's customer service call center. Include the following information: location of call center that will serve Members; hours of operation; number of representatives, or ratio of representative to Members that will be assigned to the State's account; and security protocols for the customer service call center and representatives.
- Describe training, experience and turnover of the customer service call center representatives; quality control and improvement processes in place; and commonly measured statistics such as average speed to answer or abandonment rate.
- Describe the customer service call center communication abilities other than telephone calls (i.e., online chat, email, etc.); and languages, other than English, the customer service call center can support and how that support is provided (i.e., language line or call center representatives).
- Provide a detailed draft implementation plan that clearly demonstrates Respondent's ability to meet the Department's requirements to be one hundred percent (100%) operational on December 1, 2017. Include the following information: the specific implementation milestones/tasks included in the draft Contract; a time table for initiation and completion of tasks; the responsible parties for each task; and the critical dates that must be kept.

3.7 Public Records and Respondent's Confidential Information

3.7.1 Public Records

All electronic and written communications pertaining to this RFP, whether sent from or received by the Department, are subject to Florida's public records law, chapter 119, Florida Statutes. Subsection 3.7.4 below addresses the submission of trade secret and other information exempted from public inspection.

3.7.2 Proposals are Public Records

All materials submitted as part of a Proposal to this RFP will be a public record subject to the provisions of chapter 119, Florida Statutes. Selection or rejection of a Proposal does not affect the public record status of the materials.

3.7.3 Proposals will be Subject to Public Inspection

Unless exempted by law, all public records are subject to public inspection and copying under Florida's public records law, chapter 119, Florida Statutes. A time-limited exemption from public inspection is provided for the contents of replies pursuant to subsection 119.071(1)(b), Florida Statutes. Once that exemption expires, all contents of replies become subject to public inspection unless another exemption applies. Any claim of trade secret exemption for any information contained in Respondent's Proposal will be waived upon submission of the Proposal to the Department, unless the claimed trade secret information is submitted in accordance with subsection 3.7.4. This waiver includes any information included in the Respondent's Proposal outside of the separately bound document described below.

3.7.4 How to Claim Trade Secret or Other Exemptions

If a Respondent considers any portion of the documents, data, or records submitted to the Department to be trade secret or otherwise exempt from public inspection or disclosure pursuant to Florida's Public Records Law, the Respondent must submit all such information as a separately bound, *unredacted* document clearly labeled "Attachment to Request for Proposals, Number—Exempt Material," together with a brief written description of the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.

Respondent must also simultaneously provide the Department with a separate, electronic *redacted* copy of its Proposal. The file name of the electronic redacted copy shall contain the name of Respondent, the RFP number, and redacted copy (e.g., Respondent Name DMS RFP _redacted copy.pdf). The first page of the electronic redacted copy and each page on which information is redacted shall prominently display the phrase "Redacted Copy."

This submission must be made no later than the Proposal submittal deadline. Where such information is part of material already required to be submitted as a separately bound or enclosed portion of the Proposal, it shall be further segregated and separately bound or enclosed and clearly labeled as set forth above in addition to any other labeling required for the material.

3.7.5 Public Records Request

If a Respondent fails to mark any materials submitted to the Department as exempt and failed to submit a redacted copy as provided in this section, the Respondent **waives** the exemption, and the Department may produce all of Respondent's documents, data or records to any person requesting a copy under chapter 119, Florida Statutes. The Respondent exclusively bears the burden of complying with subsection 3.7.4 to ensure its exempt information is appropriately marked.

3.7.6 Department Not Obligated to Defend Respondent's Claims

The Department is not obligated to agree with a Respondent's claim of exemption and, by submitting a Proposal, the Respondent agrees to defend its claim that each and every portion of the redactions is exempt from inspection and copying under Florida's Public Records Law. Further, by submitting a Proposal, the Respondent agrees to protect, defend, indemnify and hold harmless the Department for any and all claims and litigation (including litigation initiated by the Department), including attorney's fees and costs, arising from or in any way relating to Respondent's assertion that the redacted portions of its Proposal are trade secrets or otherwise exempt from public disclosure under chapter 119, Florida Statutes.

3.8 Additional Information

By submitting a Proposal, the Respondent certifies that it agrees to and satisfies all criteria specified in this solicitation. The Department may request and the Respondent shall provide, supporting information or documentation. Failure to supply supporting information or documentation as required and requested may result in the Proposal being deemed non-responsive.

3.9 Price Sheet Instructions

3.9.1 The Respondent must submit a completed Price Sheet (ATTACHMENT F).

3.9.2 The Respondent shall provide a fixed price for the one (1) year term on the Price Sheet submitted.

3.9.3 The Respondent shall use legible handwriting, if applicable, when completing the Price Sheet.

3.9.4 If necessary, price(s) will be finalized based on a confirmed seek to clarify by the Department to the Respondent and, if applicable, corrected price sheets.

3.10 Subcontracting

The awarded Respondent is fully responsible for all work performed under the Contract. An awardee shall use only those subcontractors properly and specifically identified in the subcontracting form of the Proposal, except as permitted under the Statement of Work (Attachment A), Section 5.

SECTION 4. SELECTION METHODOLOGY

4.1 Evaluation Criteria

The Evaluators will independently review and evaluate the responsive Proposals using the criteria listed below for Experience and Ability, 4.2.1; Proposed Technical Solution, 4.2.2; and Respondent's Answers to Questions, 4.2.3:

Scoring Guidelines for Questions receiving a score of 0-4		
Assessment	Assessment Description	Evaluator Score
Poor	<ul style="list-style-type: none"> • Gross lack of understanding of the project; or • Below minimum required functionality; or • Fails to demonstrate experience or ability. 	0
Marginal	<ul style="list-style-type: none"> • Limited project understanding; or • Partially addresses minimum required functionality; or • Demonstrates limited experience or ability. 	1
Adequate	<ul style="list-style-type: none"> • General understanding of the project; or • Meets minimum required functionality; or • Demonstrates acceptable experience or ability. 	2
Good	<ul style="list-style-type: none"> • Above-average understanding of the project; or • Partially exceeds minimum required functionality; or • Demonstrates above-average experience or ability. 	3
Exceptional	<ul style="list-style-type: none"> • Superior understanding of the project; or • Greatly exceeds minimum required functionality; or • Demonstrates excellent and innovative experience or ability. 	4

Scoring Guidelines for Questions receiving a score of 0-1		
Assessment	Assessment Description	Evaluator Score
Incomplete or missing	<ul style="list-style-type: none"> • Partial or incomplete information is provided. 	0
Complete	<ul style="list-style-type: none"> • Complete information provided to all parts of the question. 	1

Each evaluator's scores will be totaled separately in each section for each Respondent. The Respondent earning the highest score will be awarded the maximum amount of points for that section. Each Respondent's score below the highest scoring Respondent's score will receive proportional points. For example, if there are only two (2) Respondents, and Respondent A has an Experience and Ability score of twelve (12) and Respondent B has an Experience and Ability score of eleven (11), Respondent A will receive 75 points and Respondent B will receive 68.75 points (calculated as Respondent B's score divided by Respondent A's score multiplied by 75).

4.2 Evaluation of the Proposal – 200 points

4.2.1 Experience and Ability – 75 available points

Evaluation of the Respondent's experience and ability to provide services will be based upon information contained in the entire Proposal, but primarily on the information in the Respondent's Experience and Ability narrative, submitted as part of Tab 4 of the Proposal. Evaluators will score using Section 4.1 Evaluation Criteria. Evaluators will consider the following questions.

- a) Has the Respondent demonstrated via the Proposal that it has experience in performing contracts of similar size and scope for the services sought? (scored 0-4)
- b) How well did the Respondent convey the ability to provide these services? (scored 0-4)
- c) Are there any issues or concerns identified regarding Respondent's experience and ability to provide the services? (scored 0-4)

4.2.2 Proposed Technical Solution – 50 available points

Evaluation of the Respondent's proposed technical solution will be based upon information contained in the entire Proposal, but primarily on the information contained in the Respondent's proposed technical solution narrative, submitted as part of Tab 4 of the Proposal. Evaluators will score using Section 4.1 Evaluation Criteria. Evaluators will consider the following questions.

- a) How well does the summary of the solution, and the explanation of why it is the best solution for the state, address and meets the goals, needs and expectations of the State? (scored 0-4)
- b) How well does the Respondent understand the goals to be achieved via this solicitation? (scored 0-4)

4.2.3 Respondent's Answers to Questions provided in Tab 4, Item 3 – 25 available points

Evaluation of the Respondent's answers to questions in Tab 4, Item 3 will be based upon the information submitted as part of Tab 4 of the Proposal. Evaluators will score using Section 4.1 Evaluation Criteria. Evaluators will consider the following questions.

- a) Did Respondent provide an organizational chart identifying the names, area of expertise, functions, and reporting relationships of key people directly responsible for implementing the State of Florida account? (scored 0-1)
- b) Did Respondent provide an organizational chart identifying the names, area of expertise, functions, and reporting relationships of key people directly responsible for providing account support services? (scored 0-1)
- c) Did Respondent provide the name of the person with the day-to-day primary responsibility of managing the account for the State? Did Respondent provide the other duties, if any, this person will have? Did Respondent include the number and size of other accounts for which this person will be responsible during the same time period, and what percentage of this person's time will be devoted to the State? (scored 0-1)

- d) Did the Respondent address the following question: For the performance of services similar to those required in this RFP, has Respondent ever been notified of or been declared in breach or default of a contract; received written notice that it was considered to be in breach or default; or been defaulted on a contract with any other business entity? If so, provide the particulars, including when, where, which parties were involved, what occurred, and the ultimate outcome. (scored 0-1)
- e) Did the Respondent address the following question: Has Respondent ever been issued a letter of non-compliance on a contract involving services similar to those required in this RFP? If so, advise when, where and the ultimate outcome of such actions. (scored 0-1)
- f) Did the Respondent address the following question: Has Respondent ever terminated or given notice of termination of any contract of any contract for which it performed services similar to those required in this RFP? If so, provide the particulars, including when, where, which parties were involved, what occurred, and the ultimate outcome. (scored 0-1)
- g) Did the Respondent address the following question: Describe any discipline, fines, litigation and/or government action taken, threatened or pending against Respondent or any entities of Respondent during the last five (5) years regarding the performance of services similar to those required in this RFP. This information must include whether the Respondent has had any registrations, licenses, and/or certifications suspended or revoked in any jurisdiction within the last five (5) years, along with an explanation of circumstances. (scored 0-1)
- h) Did the Respondent address the following question: Identify and describe all data security incidents related to unauthorized access of client or Member data or unauthorized physical access to Respondent's data center experienced within the last five (5) years. Explain how the organization handled such incidents. (scored 0-1)
- i) How well does Respondent address the challenges or difficulties the Respondent anticipates and explain how the Respondent would overcome or mitigate the effect of these difficulties, given Respondent's experience with similar groups? (scored 0-4)
- j) How well does Respondent describe its customer service call center? Did Respondent include and properly address the following information: location of call center that will serve Members; hours of operation; number of representatives, or ratio of representative to Members that will be assigned to the State's account; and security protocols for the customer service call center and representatives? (scored 0-4)
- k) How well does Respondent describe training, experience and turnover of the customer service call center representatives; quality control and improvement processes in place; and commonly measured statistics such as average speed to answer or abandonment rate? (scored 0-4)
- l) How well does Respondent describe the customer service call center communication abilities other than telephone calls (i.e., online chat, email, etc.); and languages, other than English, the customer service call center can support and how that support is provided (i.e., language line or call center representatives)? (scored 0-4)

- m) Did Respondent provide a detailed draft implementation plan that clearly demonstrates Respondent's ability to meet the Department's requirements to be one hundred percent (100%) operational on December 1, 2017? The implementation plan should include projections of the following information: the specific implementation milestones/tasks included in the draft Contract; a time table for initiation and completion of tasks; the responsible parties for each task; and the critical dates that must be kept. (scored 0-4)

4.2.4 Scoring of Financial Proposal – 50 available points

The Respondent's pricing proposal will count as twenty-five percent (25%) of the overall score and will be evaluated based on completed response to Attachment F, with a maximum score of 50 points. The Respondent with the lowest total price in the Contract Term will receive 50 points. Each Respondent's total price that is higher than the lowest total price will receive proportional points. For example, if there are only two (2) Respondents, and Respondent A has a total price of \$15 and Respondent B has a total price of \$17, Respondent A will receive 50 points and Respondent B will receive 44 points (calculated as Respondent A's points divided by Respondent B's points multiplied by 50). The scoring of the financial proposal will be done by the Procurement Officer.

4.3 Basis of Award

The award will be made to the Respondent with the highest total number of points awarded based on Experience and Ability, Answers to Questions, Proposed Technical Solution, and Financial Proposal.

The Department reserves the right to award as determined to be in the best interest of the state and to accept or reject any and all Proposals or separable portions and to waive any minor irregularity, if the Department determines that doing so will serve the best interest of the state. An irregularity is not material and therefore, minor, when it does not give the Respondent a substantial advantage over other Respondents and thereby restrict or stifle competition.

4.4 Proposal Disqualification

Proposals that do not meet all requirements, specifications, terms, and conditions of the solicitation or failure to provide all required information, documents, or materials may be rejected as non-responsive. Proposals that contain provisions that are contrary to the requirements of the solicitation are not permitted. A Respondent whose Proposals, past performance or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of this solicitation may be rejected as non-responsive. The Department reserves the right to determine which Proposals meet the requirements of this solicitation and which Respondents are responsive and responsible.

SECTION 5. AWARD

5.1 Rights for Award

The Department reserves the right to award and contract with the Respondent with next highest score in the event that the Department is unable to contract with the initially awarded Respondent.

5.2 Agency Decision

The Department will post a Notice of Intent to Award to enter into one 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 Proposals, it will post its notice on the VBS website: http://vbs.dms.state.fl.us/vbs/main_menu.

SECTION 6. PROTEST OF AGENCY DECISIONS

Any Respondent desiring to protest a decision, intended decision, or other action subject to protest regarding this solicitation, shall file a formal written protest with the Agency Clerk, Department of Management Services, 4050 Esplanade Way, Tallahassee, Florida, 32399, within seventy-two (72) hours after receipt of notice of the decision, intended decision, or other action, in accordance with subsection 110.123(3)(d)4, Florida Statutes. Please copy the Procurement Officer on such filings.

When protesting a decision or intended decision (including a protest of the terms, conditions, and specifications of the solicitation), the protestor must post a bond 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 PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES (as altered by subsection 110.123(3)(d)4, 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.

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**ATTACHMENT A
STATEMENT OF WORK
FOR
DEPENDENT ELIGIBILITY VERIFICATION AUDIT
DMS 17/18-002
THE STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES**

TABLE OF CONTENTS

SECTION 1. STATEMENT OF WORK2
SECTION 2. CONTRACTOR DELIVERABLES2
SECTION 3. PERFORMANCE MEASURES4
SECTION 4. FINANCIAL CONSEQUENCES FOR NON-PERFORMANCE6
SECTION 5. SUBCONTRACTORS (REMOVE IF NO SUBCONTRACTING).....7
SECTION 6. TRANSITION PLAN8

SECTION 1. SCOPE OF WORK

The Division of State Group Insurance (“Division”) is seeking a Contractor(s) qualified to complete an audit of the eligibility of dependents enrolled in the State Group Insurance Program (“Program”) and all required administrative actions associated with the audit. The audit should ensure that dependents enrolled in the Program meet the guidelines for eligibility. The scope of this eligibility audit should include the review of membership records for the plan year starting on January 1, 2018, facilitated through the establishment of a secure online web portal. The review should be constructed to allow the Contractor to determine if dependents enrolled meet the eligibility criteria for coverage. It is intended that the Contractor perform a one hundred percent (100%) audit of dependents covered by the Program. The initial audit of the membership records must be completed within six (6) months from receipt of the records from the Department of Management Services (“Department”) or its People First administrator, NorthgateArinso. During this initial audit period, the Contractor will also conduct an ongoing rolling audit of qualifying status change events. Audit implementation must begin on December 1, 2017 and be completed by May 31, 2018, with all reporting submitted to the Department by June 30, 2018. Contractor must have an implementation plan, approved by the Department that includes member communications, processes, and a timeline. The implementation plan must be submitted to the Department no later than October 13, 2017. Contractor must provide a call center dedicated to the State of Florida for audit related customer service.

SECTION 2. CONTRACTOR DELIVERABLES

1. Dedicate a project manager who will be available full-time for the entire term of the project and who has at least three (3) years’ experience serving as a project manager (or serving in an equivalent capacity) of dependent eligibility verification audits or similar type of audit.
2. Assign a project management team that is experienced, accessible, and sufficiently staffed to provide timely (forty-eight (48) hours after receipt) responses to administrative concerns and inquiries posed by the Department, and other users designated by the Department, for the duration of the Contract to the satisfaction of the Department.
3. Develop a written implementation plan. The implementation plan must include at a minimum, a detailed timeline, process map, member communications plan, call center requirements, eligibility verification activities, appeal and reinstatement activities, data transmittal, report specifications and delivery, document storage and disposition, and all close-out and transition activities. The implementation plan must be submitted to the Department no later than October 13, 2017, and is subject to edits requested by the Department and final approval by the Department. All Department requested edits must be incorporated into a final plan and resubmitted within three (3) business days.
4. Undertake and complete all implementation activities no later than November 30, 2017, or if specified differently, the date agreed upon in the implementation plan.
5. Receive and transmit dependent data in a secure electronic format pursuant to terms agreed upon by the Department and on a schedule mutually agreed upon by the Contractor and the Department. Contractor shall retain all documentation obtained to conduct the dependent eligibility verification

services through June 30, 2019, and destroy such documentation as soon as practical after June 30, 2019, in accordance with the terms of the Contract.

6. Establish a dedicated toll-free telephone number that Enrollees can call with questions during the eligibility verification and appeal and reinstatement periods. The call center must be properly staffed with experienced representatives. At a minimum, the call center must be available to take calls Monday through Friday from 8:00 a.m. until 5:30 p.m., Eastern Time, excluding State holidays set forth in section 110.117, Florida Statutes. The call center must provide sufficient personnel available to provide multilingual (Spanish, at a minimum) service and the ability to provide service to the hearing and vision impaired, as well as adequate and appropriate access to the call center for individuals with disabilities (e.g. TTY and online access).
7. All calls must be recorded in accordance with all applicable laws and regulations, and all recordings and call notes must be maintained pursuant to this Contract. The Contractor must provide the Division of State Group Insurance ("DSGI") with access to all recordings and call notes.
8. Establish a customer service email address that is monitored throughout the day, Monday through Friday, 8:00 a.m. through 5:00 p.m., Eastern Time.
9. Throughout the term of the Contract, the Contractor must establish and maintain a secure online web portal which allows Enrollees to submit, confirm submission of, and check status on eligibility documentation.
10. Administer the eligibility verification period which shall include sending communication materials to all Enrollees, providing call center support, receiving and processing documents to verify eligibility, and reporting ineligible dependents to the Department.
11. Administer an appeal and reinstatement period for dependent(s) who were terminated due to not providing sufficient documentation in a timely manner who subsequently are able to provide the documentation. The administration of the appeal and reinstatement process must be in accordance with the Department's standard operating procedures.
12. Transmit termination and reinstatement files on a schedule, and file format mutually agreed upon by the Contractor, the Department, and the Department's People First Administrator, NorthgateArinso.
13. Retain and store all data associated with this audit. All data must be backed up on a regular basis on a schedule agreed upon by the Department. A plan for transition of data must be submitted to and approved by the Department as part of the implementation plan.
14. Develop customized Enrollee communications, subject to written approval by the Department for the eligibility verification period and the appeal and reinstatement period.
15. Provide a weekly file of returned mail to the Department in a file format mutually agreed upon by the Contractor and the Department.

16. Develop reports for the eligibility verification period and appeal and reinstatement period that include the measurement of the Contractor's response rates and outcomes, adherence to Contract requirements, and measurement of performance guarantees. Reporting will be in a format approved by the Department and will be at intervals mutually agreed upon by the Department and the Contractor.
17. Contractor must coordinate interface system business requirements with the Department's People First team and the People First Administrator, NorthgateArinso. The Contractor shall propose file layouts for all inbound and outbound interfaces, however, all requirements must be mutually agreed-upon between the Contractor, the Department, and NorthgateArinso. Any costs associated with making system enhancements to the People First system to support this initiative must be paid by the Contractor. Examples include, but are not limited to:
 - Development (includes, but may not be limited to, requirements gathering (e.g., time spent in meetings, exchanges, etc. to gather requirements), requirements documentation and finalization, programming, development of quality assurance test scripts, execution of quality assurance test scripts, iteration testing with the Contractor, and project management) of inbound and outbound interface files and associated extract and load programs, from and to the People First system.
 - Implementation of secure (sFTP) systems integration between the People First system and the Contractor.

Except as otherwise expressly provided in the Contract, the Contractor shall satisfy all of the above criteria no later than the expiration date of the Contract, as extended or, where applicable, the expiration date of the formal Contract.

SECTION 3. PERFORMANCE MEASURES

1. The Contractor guarantees to provide a project manager who will be available full-time for the entire term of the project and who has at least three (3) years' experience serving as a project manager (or serving in an equivalent capacity) of dependent eligibility verification audits or similar type of audit.
2. The Contractor guarantees to provide timely (forty-eight (48) hours after receipt) responses to administrative concerns and inquiries posed by the Department, and other users designated by the Department, for the duration of the Contract to the satisfaction of the Department.
3. The Contractor guarantees that a comprehensive implementation plan will be submitted to the Department no later than October 13, 2017. The implementation plan is subject to requested edits by the Department. All Department requested edits must be incorporated into a final plan and resubmitted within three (3) business days.
4. The Contractor guarantees that all implementation and start-up activities listed in the Contract and included in the approved implementation plan will be in place by November 30, 2017, or, if specified, the date listed in the approved implementation plan.

5. The Contractor guarantees to receive and transmit dependent data in a secure electronic format pursuant to terms agreed upon by the Department and on a schedule mutually agreed upon by the Contractor and the Department. Contractor guarantees to retain all documentation obtained to conduct the dependent eligibility verification services through June 30, 2019, and destroy such documentation as soon as practical after June 30, 2019, in accordance with the terms of the Contract.
6. The Contractor guarantees the call center toll-free telephone line will be operational and available to callers at least ninety-eight percent (98%) of the Contractor's Call Center hours. The Call Center availability will be reported to the Department weekly in a format approved by the Department.
7. The Contractor guarantees the call center toll-free telephone line will be answered by a call center representative within forty-five (45) seconds at least ninety percent (90%) of the time during the Contractor's Call Center hours. The Call Center response time will be reported to the Department weekly in a format approved by the Department.
8. The Contractor guarantees that incoming calls to the Call Center toll-free line that are blocked by a busy signal shall not exceed the standard of one percent (1%) of total incoming calls. The Call Center telephone line blockage rate will be reported to the Department weekly in a format approved by the Department.
9. The Contractor guarantees to appropriately respond to one hundred percent (100%) of all emails received in the dedicated customer service email box within one (1) business day of receipt. The customer service email response time will be reported to the Department weekly in a format approved by the Department.
10. The Contractor guarantees that any phone, email, or portal downtime will be reported to the Department within one (1) hour of the outage start time. Outages must not last more than one (1) hour.
11. The Contractor guarantees that 100% of all provided dependents will be audited for eligibility verification using the process approved during implementation.
12. The Contractor must guarantee that ninety-five percent (95%) of all documents submitted by Enrollees, regardless of method of submission, will be uploaded, reviewed and fully processed and viewable on the Contractor's secure online web portal within three (3) business days of receipt and one-hundred percent (100%) will be uploaded, reviewed and fully processed and viewable on the Contractor's secure online web portal within five (5) business days of receipt. The document processing time shall be reported to the Department monthly in a format approved by the Department and calculated for the term of the Contract.
13. The Contractor must guarantee that all eligibility verification period tasks will be one hundred percent (100%) complete by the date specified in the approved implementation plan.

14. The Contractor must guarantee that all appeal and reinstatement period tasks required of Contractor will be one hundred percent (100%) complete by the date specified in the approved implementation plan.
15. The Contractor must guarantee that accurate management reports as specified in the Contract will be delivered to the Department no later than their respective due dates inclusive of the date of receipt and supply the reports in an electronic format as determined by the Department.

SECTION 4. FINANCIAL CONSEQUENCES FOR NONPERFORMANCE

1. Failure to provide a project manager who will be available full-time for the entire term of the project and who has at least three (3) years' experience serving as a project manager (or serving in an equivalent capacity) of dependent eligibility verification audits or similar type of audit, will result in liquidated damages in the amount of \$500 per day.
2. For any responses to administrative concerns and inquiries posed by the Department, and other users designated by the Department, for the duration of the Contract to the satisfaction of the Department that are later than forty-eight hours after receipt, liquidated damages in the amount of \$2 for every minute after the initial forty-eight hours will be assessed.
3. For each calendar day the final approved implementation plan is submitted past the due date, liquidated damages in the amount of \$500 per day will be applied.
4. For each calendar day an implementation or start up activity is completed past the due date, liquidated damages in the amount of \$500 per day per occurrence will be applied.
5. Failure to receive and transmit dependent data in a secure electronic format pursuant to terms agreed upon by the Department and on a schedule mutually agreed upon by the Contractor and the Department will result in liquidated damages assessed in the amount of \$500 per incident. For purposes of determining the damages due hereunder, a group of violations relating to a common set of operative facts (e.g., same location, same time period) will be treated as a single incident.
6. Failure to retain all documentation obtained to conduct the dependent eligibility verification services through June 30, 2019, in accordance with the terms of the Contract will result in liquidated damages assessed in the amount of \$500 per incident. For purposes of determining the damages due hereunder, a group of violations relating to a common set of operative facts (e.g., same location, same time period) will be treated as a single incident.
7. Failure to destroy all documentation as soon as practical after June 30, 2019, in accordance with the terms of the Contract will result in liquidated damages assessed in the amount of \$500 per incident. For purposes of determining the damages due hereunder, a group of violations relating to a common set of operative facts (e.g., same location, same time period) will be treated as a single incident.
8. For all call center measures not met, liquidated damages in the amount of \$500 per percentage point under the required measure will be assessed.

9. For any phone, email, or portal downtime lasting more than one (1) hour, liquidated damages in the amount of \$5 for every minute after the initial hour will be applied.
10. For any phone, email, or portal downtime not reported within one (1) hour of the outage start time, liquidated damages in the amount of \$500 will be applied.
11. For all emails received in the customer service inbox, liquidated damages in the amount of \$500 per percentage point under the required measure for response time will be assessed.
12. For all provided dependents not audited for eligibility verification, liquidated damages in the amount of \$1,000 per dependent will be assessed.
13. For all documents required to be uploaded, processed, and viewable on the Contractor's secure online web portal within three (3) business days of receipt, liquidated damages in the amount of \$500 per percentage point under the required measure will be assessed.
14. For all documents required to be uploaded, processed, and viewable on the Contractor's secure online web portal within five (5) business days of receipt, liquidated damages in the amount of \$500 per percentage point under the required measure will be assessed.
15. For each calendar day an Eligibility Verification Period task is completed past the due date, liquidated damages in the amount of \$500 per day per occurrence will be applied.
16. For each calendar day an Appeal and Reinstatement Period task is completed past the due date, liquidated damages in the amount of \$500 per day per occurrence will be applied.
17. For each calendar day an accurate report is submitted past the due date, liquidated damages in the amount of \$500 per day per occurrence will be applied.

In addition to the specific consequences explained in this Statement of Work, the State reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or non-renewal, when the Contractor has failed to perform and comply with provisions of this Contract. These consequences for non-performance shall not be considered penalties.

SECTION 5. SUBCONTRACTORS

The Contractor shall use only those subcontractors as contained in the Subcontracting form of the Contractor's response to the solicitation. Should the Contractor need to subcontract any services to a subcontractor not identified in the Contractor's Response to the solicitation, the Contractor shall submit a written request to the DMS Contract Manager as identified in the Contract.

To subcontract any services to a subcontractor not originally identified in the Proposal, a Contractor shall submit a written request to the Department's Contract Manager identified in the Contract. The written request shall include, but is not limited to, the following:

- The name, address and other information identifying the subcontractor;
- Type of services to be performed by the subcontractor;
- Time of performance for the identified service;
- How the Contractor plans to monitor the subcontractor's performance of the identified services;
- Certification that the subcontractor has all licenses and county authority, as applicable, and/or has satisfied all legal requirements to provide the services to the Department. Also, the Contractor shall certify that the subcontractor is approved by the Florida Department of State to transact business in the State of Florida. If the subcontractor is an out-of-state company, it must have a Florida Certificate of Authority from the Department of State, Division of Corporations, to transact business in the State of Florida. For additional information, please visit the following website: www.sunbiz.org
- A copy of the written subcontract agreement; and
- Acknowledgement from the subcontractor of the Contractor's contractual obligation to the Department and that the subcontractor agrees to comply with all terms and conditions of the resulting Contract.

The Contractor acknowledges that it shall not be released of its contractual obligation to the Department because of any subcontract. The Contractor is solely responsible for ensuring the subcontractor maintains the insurance as required. The Department shall treat the Contractor's use of a subcontractor not contained herein and/or approved by the Department as a breach of the Contract.

SECTION 6. TRANSITION PLAN

The Department may require the Contractor to provide uninterrupted project services after Contract termination/expiration as the Department deems reasonable and necessary and/or as necessary for the Department to comply with all legal requirements for establishing a new contract to continue the provision of dependent eligibility audit services ("Transition Services"). Transition Services shall be governed as follows:

- Transition Period. The transition period shall be determined by the Department, and Contractor will be notified of the period in writing. The Department shall consult with the Contractor prior to making such determination. The Department reserves the right to subsequently amend the transition period upon thirty (30) Days advance written notice to the Contractor.
- Transition Plan. The Contractor must, one hundred and twenty (120) days prior to the end of this Contract, or if this Contract is terminated prior to the end of its term, within (45) days of notification of termination, provide the Department with a detailed written plan for transition which outlines, at a minimum, the tasks, milestones and deliverables associated with Project transition.

Within fifteen (15) business days from receipt of the Contractor's proposed Transition Plan, the Department shall either approve the Transition Plan or notify the Contractor, in writing, of the changes required to the Transition Plan so as to make it acceptable to the Department.

Within fifteen (15) business days from the Contractor's receipt of the required changes, the Contractor shall incorporate said changes into the Transition Plan and submit such revised Transition Plan to the Department.

The Contractor shall be responsible for transitioning the project services in accordance with the approved Transition Plan.

The Contractor is required to provide Contractor-related obligations and deliverables to the Department through the final financial settlement of this Contract, including but not limited to:

- Provide all Contractor-provided project services received on or before the scheduled termination date of the Contract;
- Complete all reports required of the Contract;
- Provide the project services with sufficient staffing in order to address Department audit requests and reports in a timely manner; and
- Agree to fully cooperate with all Department or Office of State Comptroller (OSC) audits consistent with the requirements of the Contract.

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ATTACHMENT B
CONTRACT
FOR
DEPENDENT ELIGIBILITY VERIFICATION AUDIT SERVICES
DMS NO: 17/18-002
BETWEEN
THE STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
AND
<<PARTY NAME>>

Table of Contents

SECTION 1. DEFINITIONS	3
SECTION 2. TERM.....	4
SECTION 3. PAYMENTS	5
SECTION 4. CONTRACT DOCUMENT	5
SECTION 5. CONTRACT ADMINISTRATION	7
SECTION 6. DEPARTMENT OF STATE, CORPORATE STATUS CERTIFICATE	8
SECTION 7. PUBLIC RECORDS.....	8
SECTION 8. GEOGRAPHIC LOCATION OF DATA AND SERVICES.....	10
SECTION 9. GIFTS	10
SECTION 10. MONITORING BY THE DEPARTMENT	10
SECTION 11. BACKGROUND SCREENING, RECORD RETENTION, AND WARRANTY OF SECURITY	10
SECTION 12. PERFORMANCE BOND.....	13
SECTION 13. NO OFFSHORING.....	13
SECTION 14. SPECIFIC APPROPRIATION.....	14

Contract

This contract is between the STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES (“Department”), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and (“Contractor”), collectively referred to herein as the “Parties”.

The Parties enter into this contract in accordance with the terms and conditions of solicitation DMS 17/18-002, RFP, Dependent Eligibility Verification Audit Services.

The Parties therefore agree as follows.

SECTION 1. DEFINITIONS

The following definitions apply in addition to the definitions in the Special Conditions form.

- 1.1 Access:** to review, inspect, approach, instruct, communicate with, store Data in, retrieve Data from, or otherwise make use of any Data, regardless of type, form, or nature of storage. Access to a computer system or network includes local and remote access.
- 1.2 Confidential Information:** Any portion of a Contractor’s documents, Data or records disclosed relating to its response that the Contractor claims is confidential and not subject to disclosure pursuant to Chapter 119, Florida statutes, the Florida Constitution, or any other authority and is clearly marked “Confidential.”
- 1.3 Contract Manager:** The representative designated by the Department who will oversee all aspects of the Contract, monitor performance expectations, and serve as the primary point of contact for the Contractor.
- 1.4 Data or State of Florida Data:** representation of information, knowledge, facts, concepts, computer software, computer programs or instructions, that is exempt, confidential, or Protected Health Information that are protected under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), 45 C.F.R. §§ 160 or 164, the Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH Act”), or the regulations promulgated thereunder; or section 110.123(9), Florida Statutes. Data may be in any form, including but not limited to, storage media, computer memory, in transit, presented on a display device, or in physical media such as paper, film, microfilm, or microfiche. Data includes the original form of the Data and all metadata associated with the Data.
- 1.5 Department:** The State of Florida, Department of Management Services, is referred to in this RFP document as “the Department.”
- 1.6 Dependent:** The legal spouse, natural child, adopted child, child placed in the home for the purpose of adoption, foster child, stepchild, child for whom legal guardianship has been established or for whom temporary custody has been court-ordered, newborn child of a covered dependent (child must be born while dependent is covered under the plan; newborn is eligible for up to eighteen (18) months as long as dependent remains covered) of a subscriber.

- 1.7 Division:** The Division of State Group Insurance, a division within the Department of Management Services, that administers the State Employees' Health Insurance Program. The Division is primarily responsible for overseeing the performance of the Contract.
- 1.8 Employer:** An entity as described in section 110.123, Florida Statutes, that is authorized to participate in the State Group Insurance Program to provide benefits for its employees. Employers may include State of Florida agencies and universities, water management districts and expressway authorities, among others.
- 1.9 Health Maintenance Organization (HMO) Plan:** The State group health plans, which are included in the State Group Insurance Program established by section 110.123(3)(b), Florida Statutes, and implemented by Chapter 60P-2, Florida Administrative Code.
- 1.10 HIPAA:** Refers to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 together with the provisions of the Health Information Technology for Economic and Clinical Health Act (the HITECH Act). The Contractor shall comply with HIPAA. Such compliance shall be required as outlined in **Attachment E** – Business Associate Agreement, which is incorporated herein as if fully stated.
- 1.11 Preferred Provider Organization (PPO) Plan:** The State group health self-insurance plan, which is included in the State Group Insurance Program established by section 110.123(3)(b), Florida Statutes, and implemented by Chapter 60P-2, Florida Administrative Code.
- 1.12 State:** The State of Florida and its agencies.
- 1.13 State Employees' Group Health Insurance Program (the Program):** The comprehensive, pretax health and prescription drug plans (PPO and HMO) governed by Chapter 60P, Florida Administrative Code, and 26 United States Code Section 125, Cafeteria Plans.
- 1.14 Subcontract:** An agreement entered into by the Contractor with any other person or organization that agrees to perform any performance obligation for the Contractor specifically related to securing or fulfilling the Contractor's obligations to the Department under the terms of the Contract.
- 1.15 Subscriber:** The health insurance plan contract holder, specifically, the employee, retiree, COBRA participant, or surviving spouse of a deceased subscriber.

SECTION 2. TERM

2.1 Term

The term of the Contract will be for one (1) year. The contract term shall begin on October 1, 2017 or on the last date it is signed by all Parties, whichever is later. There will be no renewal term.

2.2 Termination

The termination provisions are as provided in the Special Conditions, as modified in Section 4.7.

SECTION 3. PAYMENTS

3.1 Pricing

The Contractor shall adhere to the prices as stated in Attachment F, an attachment to the competitive solicitation, which is incorporated by reference into the Contract.

3.2 Price Adjustments

Contractor agrees to perform all services for the compensation and financial arrangements set forth in this Contract. No additional compensation will be allowed.

3.3 Performance Guarantees

A violation of the Performance Guarantees, as described in Attachment D, Performance Guarantees, shall be considered a breach of the Contract. The Department and the Contractor agree that the damages resulting from Contractor's failure to perform in a timely manner are presently impossible to ascertain and will be difficult to ascertain in the future. The issues involved in determining such damages will be numerous, complex, and unreasonably burdensome to prove. The parties acknowledge that these financial consequences are liquidated damages, exclusive of any right to other legal or equitable remedies, not intended to be a penalty, and solely intended to compensate for unknown and unascertainable damages. At its option, the Department may, for any amount due to the State as liquidated damages, deduct such amount from any money payable to the Contractor or may bill the Contractor as a separate item.

3.4 Detail of Bills

The Contractor shall submit bills for fees or other compensation for services or expenses in detail sufficient enough for a proper pre-audit and post-audit. The Department reserves the right to request additional documentation as needed.

3.5 Bills for Travel

Bills for travel expenses are not permitted under this Contract.

3.6 Payments

The Parties agree that payments under this contract shall be made monthly, upon receipt of Contractor's submitted invoices reviewed and approved by the Department.

3.7 Final Invoice

Unless this contract is amended or extended, the deliverables of the Statement of Work must be completed by June 30, 2018.

3.8 Appropriations

The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

SECTION 4. CONTRACT DOCUMENTS & HIERARCHY

This Contract sets forth the entire understanding of the Parties and consists of the documents listed below. In the event any of these documents conflict, the conflict will be resolved in the following order of priority (highest to lowest):

- 4.1 This Contract document
- 4.2 Attachment A: Statement of Work
- 4.3 Attachment F: Price Sheet
- 4.4 Attachment C: Administrative Requirements
- 4.5 Attachment D: Performance Guarantees
- 4.6 Attachment E: Business Associate Agreement
- 4.7 Attachment G: Special Conditions, which shall apply except for Sections 7.2 and 7.3, which shall be replaced in their entirety as follows:

7.2. 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 (2) 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.

7.3. 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 (2) 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.

4.8 Respondents Proposal

SECTION 5. CONTRACT ADMINISTRATION

5.1 Department Contract Administrator

The Contract Administrator whose responsibilities will be to maintain this Contract is as follows:

Maureen Livings
Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 335.2Z
Tallahassee, Florida 32399-0950
Telephone: (850) 410-2404
Email: Maureen.Livings2@dms.myflorida.com

In the event that the Department changes the Contract Administrator, the Department will notify the Contractor in writing via email. Such changes do not require a formal written amendment to the Contract.

5.2 Department Contract Manager

The Contract Manager who is primarily responsible for overseeing the Contractor's performance of its duties and obligations pursuant to the terms of this Contract shall be as follows:

Stefanie Higgins
Division of State Group Insurance
Florida Department of Management Services
4050 Esplanade Way, Suite 215.6Y
Tallahassee, FL 32399
Telephone: (850) 487-0278
Email: Stefanie.Higgins@dms.myflorida.com

In the event that the Department changes the Contract Manager, the Department will notify the Contractor in writing via email. Such changes do not require a formal written amendment to the Contract.

5.3 Contractor Representative

The Contractor's employee who is primarily responsible for overseeing the Contractor's performance of its duties and obligations pursuant to the terms of this Contract shall be:

<Insert representative name>

<Insert vendor name>

<Insert vendor physical address>

Telephone: (850) XXX-XXXX

Email: jane.doe@xxxxxx.com

SECTION 6. DEPARTMENT OF STATE, CORPORATE STATUS CERTIFICATE

Contractor and any subcontractors that assert corporate status must provide the Department conclusive evidence, per section 607.0127, Florida Statutes, of a certificate of status if a Florida corporation, or of a certificate of authorization if a foreign corporation obtained from the Florida Department of State per section 607.0128, Florida Statutes, not subject to any qualification stated in the certificate, and maintain such status through the life of the Contract.

SECTION 7. PUBLIC RECORDS

7.1 Access to Public Records

The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public Access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Florida Statutes. Additional requirements are contained within Section 8 of the Special Conditions.

7.2 Redacted Copies of Confidential Information

If the Contractor considers any portion of any documents, Data, or records submitted to the Department to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the information it claims 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 shall contain the Contract name and number, and shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

7.3 Request for Redacted Information

In the event of a public records or other disclosure request 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 Contractor-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Contractor such an assertion has been made. It is the Contractor's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Contractor under legal process, the Department shall give the Contractor prompt notice of the demand prior to releasing the information labeled "Confidential" (unless otherwise

prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

7.4 Indemnification

The Contractor shall protect, defend and indemnify the Department for any and all claims arising from or relating to the Contractor's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Contractor 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 or other lawful request for these records.

7.5 Contractor as Agent

Solely for the purposes of this section, the contract manager is the agency custodian of public records. If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, Florida Statutes, the Contractor shall:

7.5.1 Keep and maintain public records required by the public agency to perform the service.

7.5.2 Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

7.5.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

7.5.4 Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency 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 records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

7.5.5 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL

ADDRESS AND MAILING ADDRESS PROVIDED FOR THE CONTRACT MANAGER.

SECTION 8. GEOGRAPHIC LOCATION OF DATA AND SERVICES

The State of Florida requires that all Data generated, used or stored by the Contractor pursuant to the Contract will reside and remain in the United States and will not be transferred outside of the United States. The State of Florida also requires that all services provided under the Contract, including call center or other help services, will be performed by persons located in the United States.

SECTION 9. GIFTS

The Contractor agrees that it will not offer to give any gift to any State of Florida employee. This Contractor will ensure that its subcontractors, if any, will apply with this provision.

SECTION 10. MONITORING BY THE DEPARTMENT

The Contractor shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Contractor that are relevant to this Contract and to interview clients, employees and subcontractor employees of the Contractor to assure the Department of satisfactory performance of the terms and conditions of this Contract. Following such review, the Department may deliver to the Contractor a written report of its finding(s) and direct the development, by the Contractor, of a corrective action plan. This provision will not limit the Department's termination rights.

SECTION 11. BACKGROUND SCREENING, RECORD RETENTION, AND WARRANTY OF SECURITY

All Contractor employees, Subcontractors and agents performing work under the Contract must comply with all security and administrative requirements of the Department.

11.1 Background Screening

In addition to any background screening required by the Contractor as a condition of employment, the Contractor warrants that it will conduct a criminal background screening of, or ensure that such a screening is conducted for, each of its employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees or other person, hereinafter referred to as "Person" or "Persons," operating under their direction who directly perform services under the Contract, whether or not the Person has Access to State of Florida Data, as well as those who have Access, including indirect Access, to State of Florida Data, whether or not they perform services under the Contract. The Contractor warrants that all Persons will have passed the Background Screening described herein before they have Access to Data or begin performing services under the contract. The look-back period for such background screenings shall be for a minimum of six (6) years where six (6) years of historical information is available.

The minimum background check process will include a check of the following databases through a law enforcement agency or a Professional Background Screener accredited by the National Association of Professional Background Screeners or a comparable standard:

- Social Security Number Trace; and
- Criminal Records (Federal, State and County criminal felony and misdemeanor, national criminal database for all states which make such Data available).

The Contractor agrees that each Person will be screened as a prior condition for performing services or having Access to State of Florida Data. The Contractor is responsible for any and all costs and expenses in obtaining and maintaining the criminal background screening information for each Person described above. The Contractor will maintain documentation of the screening in the Person's employment file. The Contractor will abide by all applicable laws, rules and regulations including, but not limited to the Fair Credit Reporting Act and/or any equal opportunity laws, rules, regulations or ordinances.

11.1.1 Disqualifying Offenses

If at any time it is determined that a Person has a criminal misdemeanor or felony record regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that Person from any position with Access to State of Florida Data or directly performing services under the Contract. The disqualifying offenses are:

- Computer related or information technology crimes
- Fraudulent practices, false pretenses and frauds, and credit card crimes
- Forgery and counterfeiting
- Violations involving checks and drafts
- Misuse of medical or personnel records
- Felony theft

If the Contractor finds a Disqualifying Offense for a Person within the last six (6) years from the date of the court's disposition, it may obtain information regarding the incident and determine whether that Person should continue providing services under the Contract or have Access to State of Florida Data. The Contractor will consider the following factors only in making the determination: i.) nature and gravity of the offense, ii.) the amount of time that lapsed since the offense, iii.) the rehabilitation efforts of the person and iv.) relevancy of the offense to the job duties of the Person. If the Contractor determines that the Person should be allowed Access to State of Florida Data, then Contractor shall maintain all criminal background screening information and the rationale for such Access in the Person's employment file.

11.1.2 Annual Certification

The Contractor is required to submit an annual certification demonstrating compliance with the Warranty of Security to the Department by December 31st.

11.1.2 Self-Disclosure

The Contractor shall ensure that all Persons have a responsibility to self-report within three (3) calendar days to the Contractor any updated court disposition regarding any disqualifying offense, regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict). The Contractor shall immediately reassess whether to disallow that Person Access to any State of Florida premises or from directly performing services under the Contract. Additionally, the Contractor shall require that the Person complete an annual certification that they have not received any additional criminal misdemeanor or felony record regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) for the Disqualifying Offenses and shall maintain that certification in the employment file.

In addition, the Contractor shall ensure that all Persons have a responsibility to self-report to the Contractor within three (3) calendar days, any arrest for any Disqualifying Offense. The Contractor shall notify the Contract Manager within 24 hours of all details concerning any reported arrest.

11.2 Duty to Provide Secure Data

The Contractor will maintain the security of State of Florida Data including, but not limited to, a secure area around any display of such Data or Data that is otherwise visible. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information. Data cannot be disclosed to any person or entity that is not directly approved to participate in the scope of work set forth in this Contract.

11.3 Department's Ability to Audit Screening Compliance and Inspect Locations

The Department reserves the right to audit the Contractor's background screening process upon two (2) days prior written notice to the Contractor during the Term of the Contract. Department will have the right to inspect the Contractor's working area, computer systems, and/or location upon two business days prior written notice to the Contractor to ensure that Access to the State of Florida Data is secure and in compliance with the Contract and all applicable state and federal rules and regulations.

11.4 Record Retention

The Contractor shall retain a list of all Persons with Access to Data, including a statement confirming that each Person has passed the Background Screening required herein. Such a statement shall not include the substance of the screening results, only that the Person has passed the screening.

The Contractor shall create a written policy for the protection of Data, including a policy and procedure for Access to Data.

The Contractor shall document and record, with respect to each instance of Access to Data:

- 1) The identity of all individual(s) who Accessed Data in any way, whether those individuals are authorized Persons or not;

- 2) The duration of the individual(s)' Access to Data, including the time and date at which the Access began and ended;
- 3) The identity, form, and extent of Data Accessed, including, but not limited to, whether the individual Accessed partial or redacted versions of Data, read-only versions of Data, or editable versions of Data; and
- 4) The nature of the Access to Data, including whether Data was edited or shared with any other individual or entity during the duration of the Access, and, if so, the identity of the individual or entity.

The Contractor shall retain the written policy and information required in this subsection for the duration of this Contract and a period of no less than five (5) years from the date of termination of this Contract and any Contract extensions. The written policy and information required in this subsection shall be included in the Department's audit and screening abilities. The written policy and information required in this subsection shall also be subject to immediate disclosure upon written or oral demand at any time by the Department or its designated agents or auditors.

Failure to compile, retain, and disclose the written policy and information as required in this subsection shall be considered a breach of the Contract. The resulting damages to the Department from a breach of this subsection are by their nature impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining such damages will be numerous, complex, and unreasonably burdensome to prove. The parties acknowledge that these financial consequences are liquidated damages, exclusive of any other right to damages, not intended to be a penalty and solely intended to compensate for unknown and unascertainable damages. The Contractor therefore agrees to credit the Department the sum of \$10,000 for each breach of this subsection.

11.5 Indemnification

The Contractor agrees to defend, indemnify and hold harmless the Department, the State of Florida, its officers, directors and employees for any claims, suits or proceedings related to a breach of this section. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this section for a two (2) year period of time following the breach.

SECTION 12. PERFORMANCE BOND

The Contractor must obtain a performance bond in the amount of \$1,000,000.00 for the faithful performance of work under this Contract.

SECTION 13. NO OFFSHORING

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the Services from outside of the United States, and the Contractor will not allow any State of Florida Data to be sent by any medium, transmitted, or accessed outside of the United States.

The Contractor agrees that a violation of items listed above will result in immediate and irreparable harm to the Department and will entitle the Department to a credit of \$50,000 per violation, with a total cap of \$500,000 per event. This credit is intended only to cover the Department's internal staffing and

administrative costs as well as the diminished value of Services provided under the Contract and will not preclude the Department from recovering other damages it may suffer as a result of such violation. For purposes of determining the damages due hereunder, a group of violations relating to a common set of operative facts (e.g., same location, same time period, same off-shore entity) will be treated as a single event. A violation of this provision will also entitle the Department to recover damages, if any, arising from a breach of this section and constitutes an event of default.

Notwithstanding any provision of this Contract to the contrary, the Contractor shall notify the Department as soon as possible and in all events within two (2) business days in the event it discovers any Data is breached, any unauthorized Access of State of Florida Data occurs (even by persons or companies with authorized Access for other purposes), any unauthorized transmission of Data or any credible allegation or suspicion of a material violation of the above. This notification is required whether the event affects one employee/retiree or the entire population. The notification shall be clear and conspicuous and include a description of the following:

- (a) The incident in general terms.
- (b) The type of personal information that was subject to the unauthorized Access and acquisition.
- (c) The number of individuals who were, or potentially have been affected by the breach.
- (d) The actions taken by the Contractor to protect the Data information from further unauthorized Access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

Upon becoming aware of an alleged security breach or security incident, the Contractor Security Officer shall set up a conference call with the Department's Contract Manager. The conference call invitation shall contain a brief description of the nature of the event. When possible, a thirty (30) minute notice shall be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call shall be scheduled. All available information shall be shared on the call. The Contractor shall answer all questions based on the information known at that time and shall answer additional questions as additional information becomes known. The Contractor shall provide the Department with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business hours, the Contractor shall notify the Department's Contract Manager and in all events, within two (2) business days.

Upon execution of this Contract, Contractor will execute an Affidavit of No Offshoring (Attached) and annually thereafter.

SECTION 14. SPECIFIC APPROPRIATION

The following is the specific state funds from which the state will make payment under the Contract:

From the funds in Specific Appropriation 2806, \$1,000,000 of nonrecurring funds from the State Employees Health Insurance Trust Fund is provided to the Department of Management Services to competitively procure a third-party eligibility verification service to review all necessary documentation that independently verifies the relationship between Subscribers of the State Group Health Insurance Program and their spouses and child dependents pursuant to the program's eligibility requirements.

Attachment C: Administrative Requirements

Contractor shall comply with and provide services in accordance with the Administrative Requirements. All references to PGs refer to the performance guarantees found in Attachment D.

Requirement	
I. Staffing	
AR-1	The Contractor guarantees to provide a project manager who will be available full-time for the entire term of the project and who has at least three (3) years' experience serving as a project manager (or serving in an equivalent capacity) of dependent eligibility verification audits or similar type of audit.
AR-2	The Contractor guarantees to provide timely (forty-eight (48) hours after receipt) responses to administrative concerns and inquiries posed by the Department, and other users designated by the Department, for the duration of the Contract to the satisfaction of the Department.
II. Implementation	
AR-3	<p>The Contractor must submit an Implementation Plan to the Department no later than October 13, 2017. The Implementation Plan shall detail all steps necessary to begin the performance of services in the Contract and identify the persons responsible for each step. At a minimum the Implementation Plan must include:</p> <ol style="list-style-type: none"> 1. A designated project team 2. Regularly scheduled implementation meetings with the Department 3. Periodic implementation status updates, meetings and/or conference calls with the Department 4. A fully detailed communication plan including all Enrollee communications templates 5. Detailed process map from start to finish including timeline with specific deadlines 6. Detailed customer service and call center plan 7. Reporting parameters 8. Background checks conducted as described in subsection 11.1 of the Contract. 9. Compliance with HIPAA as described in subsection 11.2 of the Contract 10. Document storage and disposition
AR-4	Contractor must fully execute implementation activities in the time and manner specified in the approved implementation plan
AR-5	Contractor must have approved Data exchange transfer methods and fields prior to initiating Services.
AR-6	Contractor must identify the Data requirements necessary to perform the Services.

AR-7	All Services provided in the contract must be conducted in the United States.
III. Project Management Team	
AR-8	Contractor must provide a main point of contact for the State to escalate issues and develop resolutions.
AR-9	A designated project manager with a minimum of three (3) years' experience as a project manager of dependent eligibility verification audits or similar type of audit. The project manager must be available full time for the entire term of this project and accessible to provide responses in accordance with AR-8. In the event the project manager assigned to the State's account is replaced, notice of the replacement must be received by the Department thirty (30) days in advance.
AR-10	Project manager must provide responses to the Department within forty-eight (48) hours after receipt of request.
AR-11	The project manager must notify the Department of actual and anticipated events impacting the delivery of services as agreed in the Contract. The project manager must offer options to minimize or eliminate the impact of those events altering the delivery of services.
AR-12	Project team members shall have at least three (3) years' experience with dependent eligibility verification audits and be thoroughly familiar with dependent eligibility verification documents.
IV. Data and Interface	
AR-13	The Contractor shall coordinate interface systems business requirements with the Department's People First team and the People First Administrator, NorthgateArinso.
AR-14	Contractor must exchange weekly and monthly Data and file transfers between the Contractor and third parties and/or the Department using a secure method, format, and frequency required by the Department.
AR-15	The Contractor or any of its Subcontractors shall notify the Department within two business days in the event of lost Data or security breach. Notice to the Department may be by phone or email.
AR-16	Contractor shall be responsible for backing up all Data and recreating or retrieving such lost Data in a manner and schedule determined by the Department.
AR-17	The Contractor is required to ensure confidential information is completely protected from unauthorized Access.
AR-18	The Contractor shall ensure that their equipment will not compromise the Department's Data.
V. Security	
AR-19	Contractor shall ensure that all services provided in the contract are performed in the United States.
AR-20	Contractor shall comply with all requirements of the HIPAA/HITECH and any other method of accessing State of Florida account Data.

AR-21	Contractor shall provide a copy of their disaster recovery plan to the Department.
VI. Audit Services	
AR-22	Contractor shall establish and maintain a secure online web portal which allows Enrollees to submit, confirm submission of, and check status on eligibility documentation.
AR-23	Contractor shall send communications to all Enrollees included as part of the audit.
AR-24	Contractor shall provide a dedicated call center and email box for Enrollees and their dependents.
AR-25	Contractor shall maintain detailed tracking of all audit activities and documentation.
AR-26	Contractor shall have processes in place for all audit activities. One hundred percent (100%) of all audits must be conducted using the Department approved processes.
AR-27	Contractor must audit one hundred percent (100%) of all provided dependents for eligibility.
AR-28	All audit activities must be clearly defined in the approved implementation plan.
VII. Reporting	
AR-29	Provide a weekly file of returned mail to the Department in a file format mutually agreed upon by the Contractor and the Department.
AR-30	Weekly customer service Reports: Contractor shall be responsible for submitting reports outlining all customer service measures with all applicable supporting documentation. These reports shall include, but not be limited to the following:
	1. Call center operational Data and measures
	2. Call center response times and measures
	3. Call center abandonment rate and measures
	4. Call center telephone line blockage rate and measures
5. Email response times and measures	
AR-31	Standard Reporting: Standard reports may be requested weekly, monthly, quarterly and/or annually. All reports must have the capability of being queried, sorted or filtered by any field contained in the report or by Data parameters, as applicable, and reports shall be readable on a screen, printable and shall be downloadable into an Excel format with final report format to be approved by the contract manager. The final listing of required reports will be determined during negotiations, and will include, at a minimum, reporting on Enrollee communications, documentation received, dependents deemed eligible, dependents deemed ineligible, and number of outstanding open cases.
AR-32	Ad Hoc Reporting: Additional reports or information related to contractual compliance or that may be required to respond to inquiries, complaints, and other questions raised by providers or other parties.

VIII. Invoicing	
AR-33	Service provider shall conform to the following procedures for the invoicing of the fixed fee.
	a) Contractor shall provide to the Department an invoice by the 15 th day of the following month end. Invoice and supporting documentation shall be provided electronically and upon request, hard copy.
	b) Upon determination by the Department that the invoices are satisfactory and that payment is due, the Department shall process each invoice in accordance with the provisions of section 215.422, Florida Statutes. The Department shall forward payment through electronic funds transfer to the service provider for the invoiced amount. If the Department contests the invoice charges as submitted, additional documentation may be requested.

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Attachment D: Performance Guarantees

It is critical to the success of the State's Dependent Eligibility Verification Audit (DEVA) services that the Contractor operates in a timely manner. The Department and the Contractor agree that the damages resulting from Contractor's failure to perform in a timely manner are presently impossible to ascertain and will be difficult to ascertain in the future. The issues involved in determining such damages will be numerous, complex, and unreasonably burdensome to prove. The parties acknowledge that these financial consequences are liquidated damages, exclusive of any right to other legal or equitable remedies, not intended to be a penalty, and solely intended to compensate for unknown and unascertainable damages. At its option, the Department may, for any amount due to the State as liquidated damages, deduct such amount from any money payable to the Contractor or may bill the Contractor as a separate item.

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PG #	Performance Indicator	Standard/Goal	Measurement Criteria	Frequency of Measurement	Liquidated Damages
PG-1	Project Manager	The Contractor guarantees to provide a project manager who will be available full-time for the entire term of the project and who has at least three (3) years' experience serving as a project manager (or serving in an equivalent capacity) of dependent eligibility verification audits or similar type of audit.	Completion no later than date(s) specified in the approved implementation plan.	Ongoing	Failure to provide a project manager who will be available full-time for the entire term of the project and who has at least three (3) years' experience serving as a project manager (or serving in an equivalent capacity) of dependent eligibility verification audits or similar type of audit, liquidated damages in the amount of \$500 per day will be assessed.
PG-2	Timely Responses	The Contractor guarantees to provide timely responses to administrative concerns and inquiries posed by the Department, and other users designated by the Department, for the duration of the Contract to the satisfaction of the Department.	Forty-eight (48) hours after receipt of inquiry posed by Department.	Ongoing	For any responses to administrative concerns and inquiries posed by the Department, and other users designated by the Department, for the duration of the Contract to the satisfaction of the Department that are later than forty-eight hours after receipt, liquidated damages in the amount of \$2 for every minute after the initial forty-eight (48) hours will be assessed.

PG-3	Final Implementation Plan	The Contractor guarantees that the implementation plan will be submitted to the Department by October 13, 2017.	Delivery no later than October 13, 2017	One time measurement.	For each calendar day the final approved implementation plan is submitted past the due date, liquidated damages in the amount of \$500 will be applied.
PG-4	Implementation execution	The Contractor guarantees that all implementation and start-up activities listed in the Contract and included in the approved implementation plan will be in place on the implementation date or, if specified, the date listed in the approved implementation plan	Completion no later than date(s) specified in the approved implementation plan.	Per incident	For each calendar day an implementation or start up activity is completed past the due date, liquidated damages in the amount of \$500 will be applied.
PG-5	No Offshoring of State Account Information	The Contractor must perform the Services under this Contract in the United States.	one hundred percent (100%) of Services provided under this Contract must performed in the United States, i.e., routing, imaging, storing, analyzing, auditing or reviewing State account Data. State of Florida account Data must not be sent by medium, transmitted or Accessed outside the United States.	Per incident	\$4,000 per incident with a maximum of \$20,000 per event.

PG-6	Transmission of Data	The Contractor must receive and transmit dependent data in a secure electronic format pursuant to terms agreed upon by the Department and on a schedule mutually agreed upon by the Contractor and the Department.	Completion no later than date(s) specified in the approved implementation plan	Per incident	Liquidated damages assessed in the amount of \$500 per incident
PG-7	Retention of Documentation	The Contractor must retain all documentation obtained to conduct the dependent eligibility verification services in accordance with the terms of the Contract.	Retention through June 30, 2019	Per incident	Liquidated damages assessed in the amount of \$500 per incident
PG-8	Destruction of Documentation	The Contractor must destroy all documentation as soon as practical in accordance with the terms of the Contract.	Destruction as soon as practical after June 30, 2019 as specified in the Transition Plan	Per incident	Liquidated damages assessed in the amount of \$500 per incident
PG-9	Timely reporting down time	The Contractor must report any phone, email, or portal downtime within one (1) hour of the outage start time.	Within one (1) hour of the outage start time	Per incident	Liquidated damages assessed in the amount of \$500 per incident
PG-10	Call Center	The Contractor guarantees the call center toll-free telephone line will be operational and available to callers at least ninety-eight percent (98%) of the Contractor's Call	Call center line must be operational and available at least 98% of the call center's hours.	Daily	For all call center measures not met, liquidated damages in the amount of \$500 per percentage point under the required measure will be applied.

		Center hours. The Call Center availability will be reported daily and may transition to weekly at the discretion of the Department, and calculated for the term of the Contract.			
PG-11	Call Center response time	The Contractor guarantees the call center toll-free telephone line will be answered by a call center representative within 45 seconds at least ninety percent (90%) of the time during the Contractor's Call Center hours. The Call Center response time will be reported daily and may transition to weekly at the discretion of the Department, and calculated for the term of the Contract.	Calls must be answered within forty-five (45) seconds at least ninety percent (90%) of the time during call center hours.	Daily	For all call center measures not met, liquidated damages in the amount of \$500 per percentage point under the required measure will be applied.
PG-12	Call Center blockage rate	The Contractor guarantees that incoming calls to the Call Center toll-free line that are blocked by a busy signal shall not exceed the standard of one percent (1%) of total incoming calls. The Call Center telephone line blockage rate will be reported daily and may transition to weekly at the discretion of the Department, and calculated for the term of the Contract.	Call center telephone line blockage rate will not exceed one percent (1%)	Daily	For all call center measures not met, liquidated damages in the amount of \$500 per percentage point under the required measure will be applied.

PG-13	Customer Service Emails	The Contractor guarantees to respond to one hundred percent (100%) of all emails received in the dedicated customer service email box within one (1) business day of receipt.	one hundred percent (100%) of all emailed received must be appropriately responded to within one (1) business day	Monthly	For all emails received in the customer service inbox, liquidated damages in the amount of \$500 per percentage point under the required measure for response time will be assessed.
PG-14	Eligibility Verification Audits	The Contractor guarantees that one hundred percent (100%) of all provided dependents will be audited for eligibility verification.	one hundred percent (100%) of all provided dependents will be audited for eligibility verification using the approved process	Monthly	For all provided dependents not audited for eligibility verification, liquidated damages in the amount of \$1,000 per dependent will be assessed.
PG-15	Document processing	The Contractor must guarantee that ninety-five percent (95%) of all documents submitted by Enrollees, regardless of method of submission, will be uploaded, processed and viewable on the Contractor's secure online web portal within three (3) business days of receipt and one-hundred percent (100%) will be uploaded, processed and viewable on the Contractor's secure online web portal within five (5) business days of receipt. The document processing time shall be reported weekly and calculated for the term of the Contract.	Ninety-five percent (95%) of all documents uploaded and processed within three (3) business days of receipt. One hundred percent (100%) of all documents uploaded and processed within 5 business days of receipt	Monthly	For all documents required to be uploaded, processed, and viewable on the Contractor's secure online web portal within three (3) business days of receipt, liquidated damages in the amount of \$500 per percentage point under the required measure will be assessed. For all documents required to be uploaded, processed, and viewable on the Contractor's secure online web portal within five (5) business days of receipt, liquidated damages in the amount of \$500 per percentage point under the required measure will be assessed.

PG-16	Eligibility Verification tasks	The Contractor must guarantee that all eligibility verification period tasks will be one hundred percent (100%) complete by the date specified in the approved implementation plan.	One hundred percent (100%) of all tasks must be complete by specified date	Monthly	For each calendar day an Eligibility Verification Period task is completed past the due date, liquidated damages in the amount a \$500 per day per occurrence will be applied.
PG-17	Appeal and Reinstatement tasks	The Contractor must guarantee that all Appeal and Reinstatement Period tasks will be One hundred percent (100%) complete by the date specified in the approved implementation plan.	One hundred percent (100%) of all tasks must be complete by specified date	Monthly	For each calendar day an Appeal and Reinstatement Period task is completed past the due date, liquidated damages in the amount a \$500 per day per occurrence will be applied.
PG-18	Management Reports	The Contractor must guarantee that accurate management reports as specified in the Contract will be delivered to the Department no later than their respective due dates inclusive of the date of receipt and supply the reports in an electronic format as determined by the Department.	One hundred percent (100%) of all reports must be submitted accurately and on time	Monthly	For each calendar day an accurate report is submitted past the due date, liquidated damages in the amount a \$500 per day per occurrence will be applied.

ATTACHMENT E

PRIVACY, SECURITY, AND CONFIDENTIALITY

BUSINESS ASSOCIATE AGREEMENT

This Privacy, Security, and Confidentiality Business Associate Agreement (“Agreement”) is between the State of Florida Department of Management Services (“Agency”), and [REDACTED] (“Business Associate”), (each individually, a “Party,” and collectively, the “Parties”), with an effective date of [REDACTED], 20[REDACTED].

WHEREAS, Business Associate has agreed to perform services for or on behalf of Agency;

WHEREAS, such services may involve the use or disclosure of Protected Health Information that are protected under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), 45 C.F.R. §§ 160, 162, and 164, the Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH Act”), and the regulations promulgated thereunder; and section 110.123(9), Florida Statutes; and

WHEREAS, this Agreement is intended to satisfy the requirements for Business Associate contracts under 45 C.F.R. § 164, subparts C and E, and the HITECH Act, and to address the confidentiality requirements of section 110.123(9), Florida Statutes.

NOW THEREFORE, in consideration of the mutual covenants provided herein and other good and valuable consideration, Covered Entity hereby agrees to provide certain information to Business Associate, and Business Associate hereby agrees to comply with this Agreement; the applicable provisions of 45 C.F.R. §§ 160, 162, and 164; the HITECH Act; and sections 110.123(9) and 501.171, Florida Statutes; and to assist Covered Entity with its compliance therewith, as follows:

1. Definitions

Terms used but not otherwise defined in this Agreement shall have the same meaning as defined in 45 C.F.R. §§ 160, 162, and 164 and/or the HITECH Act.

- (a) “Agency” means the Florida Department of Management Services (“DMS”), an executive agency of the State of Florida, and the Division of State Group Insurance (“DSGI”) with its principle place of business at 4050 Esplanade Way, Suite 215, Tallahassee, FL 32399-0950.
- (b) “Agreement” means this Privacy, Security, and Confidentiality Business Associate Agreement.
- (c) “Breach” when referring to a breach of Protected Health Information or PHI means the acquisition, access, use, or disclosure of PHI that is not permitted by 45 C.F.R. § 164, subpart E, which compromises the security or privacy of PHI. See definition of “Protected Health Information” or “PHI,” herein.
- (d) “Business Associate” refers to [REDACTED], who hereby agrees to provide services to the Division of State Group Insurance as a business associate, as that term is defined in 45 CFR §160.103.
- (e) “Contract” means the contract awarded pursuant to RFP NO: DMS-17/18-002.
- (f) “Covered Entity” means the State of Florida’s Division of State Group Insurance (“DSGI”) and has the same meaning set forth in 45 CFR 160.103.
- (g) “Individual” has the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- (h) “Parties” mean collectively the Agency and Business Associate. A “Party” means either the Agency or Business Associate.

- (i) "Protected Health Information" or "PHI" means individually identifiable health information as defined in 45 C.F.R. § 160.103, whether secured or unsecured, and in any type of format.
- (j) "Plans" means the insurance coverages offered through Covered Entity, as authorized in section 110.123, Florida Statutes.
- (k) "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information set forth in 45 C.F.R. § 160 and 45 C.F.R. § 164, subparts A and E, as amended.
- (l) "Secretary" means the Secretary of the U.S. Department of Health and Human Services or designee.
- (m) "Security Rule" means the security provisions set forth in 45 C.F.R. § 160 and § 164, subparts A and C, as amended.

2. **Obligations and activities of Business Associate**

Business Associate Agrees to:

- (a) Comply with all applicable provisions of 45 C.F.R. §§ 160 and 164, subparts A, C, and E; the HITECH Act; sections 110.123(9) and section 501.171, Florida Statutes; and the terms of this Agreement.
- (b) Not use or further disclose PHI other than as permitted or required by Sections 3 and 7 of this Agreement or as required under federal or Florida law.
- (c) Ensure the confidentiality, integrity, and availability of all Electronic PHI Business Associate creates, receives, maintains, or transmits.
- (d) Ensure that every agent and subcontractor that creates, receives, maintains, or transmits PHI complies with the restrictions and conditions contained in this Agreement, HIPAA, and the HITECH Act.
- (e) Make any amendment(s) to PHI in a designated record set that Covered Entity or an Individual directs or agrees to pursuant to 45 C.F.R. § 164.526, in a prompt and reasonable manner or take other measures as necessary to satisfy Covered Entity obligation(s) under 45 C.F.R. § 164.526.
- (f) Create and retain all records necessary to determine compliance with HIPAA, the Privacy Rule, Security Rule, and HITECH Act.
- (g) Make its internal practices, books, and records available to the Secretary in a time and manner designated by Covered Entity or the Secretary, for purposes of determining compliance with HIPAA, the Privacy Rule, Security Rule, and HITECH Act.
- (h) Cooperate with any investigations by the Secretary to determine compliance with HIPAA, the Privacy Rule, Security Rule, and HITECH Act.
- (i) Document disclosures of PHI and provide to an Individual, at the request of Covered Entity or an Individual, an accounting of such disclosures in accordance with 45 C.F.R. § 164.528. Business Associate shall assist Covered Entity in complying with HIPAA regulations relating to the required Disclosure, Amendment, or Accounting.
- (j) Certify that it is in compliance with all applicable provisions of HIPAA standards for electronic transactions and code sets, also known as the Electronic Data Interchange ("EDI") Standards, in accordance with 45 C.F.R. § 162; and the Annual Guidance as issued by the Secretary pursuant to the HITECH Act, section 13401. Business Associate further agrees to ensure that every agent and subcontractor that conducts standard transactions on its behalf, agrees to comply with the EDI Standards and the Annual Guidance.
- (k) Use the Minimum Necessary type and amount of PHI required to perform services in accordance with 45 C.F.R. § 164, subpart E.
- (l) Comply with all requirements of 45 C.F.R. § 164, subpart E, that apply to Covered Entity to the extent Business Associate carries out any obligations(s) of the Covered Entity under subpart E.

3. **Permitted and required uses and disclosures of PHI by Business Associate**

- (a) Except as expressly permitted in this Agreement or in writing by Covered Entity, Business Associate shall not divulge, disclose, or communicate PHI to any third party in violation of this Agreement without prior written approval from Covered Entity.
- (b) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (c) Business Associate must comply with 45 C.F.R. § 164, subpart E, and may not use or disclose PHI in violation of 45 C.F.R. § 164, subpart E.
- (d) Business Associate may use and disclose PHI to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).
- (e) Business Associate may use and/or disclose PHI for Business Associate's proper management and administration, provided that: (1) Business Associate obtains reasonable assurances from the person to whom PHI is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and (2) the person notifies Business Associate of any instances of the Breach of PHI for which it is aware. Business Associate also may make disclosures that are required by law. Business Associate's use of PHI as described in this paragraph is subject to and limited as described in 45 C.F.R. § 164.504(e)(2) and (4).
- (f) Business Associate may create a Limited Data Set only as necessary and required for the purpose of performing its obligations and services for Covered Entity, provided that Business Associate complies with the provisions of this Agreement.
- (g) Business Associate shall disclose PHI when required by the Secretary to investigate or determine Covered Entity or Business Associate's compliance with 45 C.F.R. § 164, subpart E.
- (h) Business Associate shall provide access to PHI in a designated record set as required under 45 C.F.R. § 164.524.
- (i) Business Associate shall, upon request by Covered Entity or Individual, disclose PHI to Covered Entity, Individual, or Individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §§ 164.502(a)(4)(ii), 164.524(c)(2)(ii), and 164.524(c)(3)(ii) with respect to an Individual's request.

4. **Obligations of Covered Entity**

Covered Entity Agrees to:

- (a) Notify Business Associate, upon request, of any limitation(s) in Covered Entity's Notice of Privacy Practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation(s) may affect Business Associate's use or disclosure of PHI.
- (b) Notify Business Associate of any changes in, or revocation of, Authorization by an Individual or his or her personal representative regarding the use or disclosure PHI, if such changes affect Business Associate's use or disclosure thereof.
- (c) Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, if such changes affect Business Associate's use or disclosure thereof.
- (d) Not provide Business Associate with more PHI than that which is minimally necessary for Business Associate to provide the services and, where possible, Covered Entity shall provide any PHI needed by Business Associate to perform the services in the form of a Limited Data Set, in accordance with 45 C.F.R. § 164.504(e)(3)(iv).
- (e) Not request Business Associate to use or disclose PHI in any manner that would violate HIPAA, the HITECH Act, or Florida law.

5. PHI Security Requirements

- (a) Protection of Protected Health Information. Business Associate shall protect against any reasonably anticipated threats or hazards to the confidentiality, security, or integrity of PHI and protect against any reasonably anticipated uses or disclosures of such information that are not permitted or required under 45 C.F.R. § 164, subpart E. Business Associate shall implement policies and procedures to prevent, detect, contain, and correct security violations.
- (b) Security of Electronic Protected Health Information. Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards to prevent security violations and the unpermitted acquisition, access, use, or disclosure of PHI in accordance with 45 C.F.R. § 164, subpart C.
- (c) Business Associate's due diligence. Business Associate shall make a good-faith effort to identify any unpermitted access, acquisition, use, or disclosure of any type of PHI or unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- (d) Compliance. Business Associate shall ensure that its agents and subcontractors comply with 45 C.F.R. § 164, subparts A, C, and E, and all applicable standards relating to all Electronic PHI.
- (e) Compliance Date. Business Associate certifies compliance with this section of the Agreement on or before the date on which its representative signs this Agreement as set forth in the signature blocks at the end of this document.

6. Notification and reporting requirements

- (a) Reporting of Security Incidents. Within two (2) business days of discovery, Business Associate will report to the Covered Entity any Security Incident that involves the (1) unpermitted acquisition, access, use, or disclosure of PHI; and/or (2)(a) modification or destruction of Electronic PHI or (b) interference with system operations in an information system containing Electronic PHI. For any other type of Security Incident, Business Associate shall report such incident to Covered Entity upon request. Such reports shall include a description of the incident, identification of any Individuals affected (if any), and the types of PHI involved (if any). The day the Security Incident is discovered or would have been discovered with the exercise of reasonable diligence will be considered the first business day of the reporting period.
- (b) Notification to Covered Entity regarding a Breach of PHI. Within two (2) business days of discovery, Business Associate will notify Covered Entity of any Breach of unsecured PHI in accordance with 45 C.F.R. § 164.410. Within two (2) business days of discovery, Business Associate will notify Covered Entity of any other unpermitted acquisition, access, use, or disclosure of PHI not provided for in this Agreement. The notice pursuant to this subparagraph shall comply with the notification requirements of 45 C.F.R. § 164.410(c), including the identification of each affected Individual, the types of PHI involved in the breach, and a description of the incident. The day the breach is discovered or would have been discovered with the exercise of reasonable diligence will be considered the first business day of the reporting period.
- (c) Notification to Individuals. In the case of a Breach regarding unsecured PHI, Business Associate shall first notify Covered Entity of the details of the breach. Upon approval by Covered Entity, Business Associate shall notify each Individual whose unsecured PHI was breached in accordance with 45 C.F.R. § 164.404. Notification shall be in writing and delivered by first-class mail to the Individual, the Individual's personal representative, or the Individual's next of kin (if the individual is deceased) at the last known address of the

Individual, next of kin, or personal representative, as applicable. The notification may be delivered by e-mail if requested by the recipient. When there is insufficient or out-of-date contact information (including a phone number, email address, or any other form of appropriate communication) that precludes written or electronic notification, a substitute form of notice shall be provided. When there are ten (10) or more Individuals for whom there is insufficient or outdated contact information, Business Associate shall place a conspicuous posting on its web site or run the notice in major print or broadcast media, including major media in the geographic areas where the Individuals likely reside. In any case deemed by Business Associate to require urgency due to possible imminent misuse of unsecured PHI, Business Associate may also provide information to Individuals by telephone or other means, as appropriate.

- (d) Notification to Media. When Business Associate reasonably believes there has been a Breach of unsecured PHI involving more than 500 persons, after prior approval by Covered Entity, Business Associate shall provide notice to prominent media outlets serving the state or the relevant portion of the state involved, in accordance with 45 C.F.R. § 164.406.
- (e) Notification to the Secretary. Business Associate shall cooperate with Covered Entity to provide notice to the Secretary of the Breach of unsecured PHI in accordance with 45 C.F.R. § 164.408. When Business Associate reasonably believes that there has been a Breach of Unsecured PHI involving 500 or more individuals, such notice must be provided immediately. If the breach was with respect to fewer than 500 individuals, Business Associate may maintain a log of the breach and annually submit such log to Covered Entity so that it may satisfy its obligation to notify the Secretary of breaches.
- (f) Content of Notices. All notices must comply with the minimum notice provisions set forth in 45 C.F.R. §§ 164.404, 164.406, 164.408, 164.410, and section 13402(f) of the HITECH Act, as applicable, except that any references therein to a “covered entity” shall be read as references to Business Associate.
- (g) Financial Responsibility. Business Associate shall be responsible for reasonable costs related to the notices required under this Agreement.
- (h) Mitigation. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate regarding the unauthorized access, acquisition, use, or disclosure of any type of PHI in violation of this Agreement.

7. Security and Confidentiality Under Florida law

- (a) Business Associate agrees to observe the confidentiality requirements of section 110.123(9), Florida Statutes. In general, the referenced statute provides that patient medical records and medical claim records of state employees, former state employees, and their covered dependents are confidential and exempt from the provisions of section 119.07(1), Florida Statutes. Any person who willfully, knowingly, and without authorization discloses or takes Data, programs, or supporting documentation, including those residing or existing internal and external to Covered Entity’s computer system, commits an offense in violation of section 815.04, Florida Statutes.
- (b) These confidentiality requirements protect the disclosure of all Covered Entity’s records and information, in whatever form, including the copying or verbally relaying of confidential information. If Business Associate is served with subpoena requiring the production of Covered Entity’s records or information, Business Associate shall immediately contact the Department of Management Services, Office of the General Counsel, at (850) 487-1082. A subpoena is an official summons issued by a court or an administrative tribunal, which requires the recipient to do one or more of the following:

- i. Appear at a deposition to give sworn testimony and/or require that certain records be brought to be examined as evidence.
 - ii. Appear at a hearing or trial to give evidence as a witness and/or require that certain records be brought to be examined as evidence.
 - iii. Produce certain records for examination.
- (c) Business Associate acknowledges that the confidentiality requirements herein apply to all its agents and subcontractors. Business Associate assumes responsibility and liability for any damages or claims, including state and federal administrative proceedings and sanctions, against Covered Entity, including costs and attorneys' fees, resulting from Business Associate's breach of this Agreement.
- (d) Business Associate shall take reasonable measures to protect and secure electronic Data that contains personal information in accordance with section 501.171, Florida Statutes (the "Florida Data breach notification law"). The Parties expressly acknowledge and agree that the terms and provisions of this Agreement are intended to also control with respect to "Personal Information" as defined in, and addressed by section 501.171, Florida Statutes, that Business Associate creates, maintains, or receives. As such, any references to Protected Health Information and HIPAA in this Agreement shall include, respectively, Personal Information and the confidentiality, security and reporting obligations, under the Florida Data breach notification law.
 Within two (2) days of discovery, Business Associate shall report any breach of security to Covered Entity and shall provide Covered Entity with all information required under section 501.171(6)(a), Florida Statutes.
- (e) Unless otherwise agreed to in writing, Business Associate will not allow any Data, PHI, Electronic PHI, or other information to be accessed or stored outside of the United States.

8. Term and Termination of Agreement

- (a) Term. This Agreement shall commence as of the effective date of this Agreement and will naturally terminate on the later of (i) the last of the Parties' related agreements for Business Associate's Services terminate, or (ii) when all of the PHI in Business Associate's possession, custody, or control is destroyed or returned to Covered Entity, or if it is not feasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provision in this section.
- (b) Termination for cause. Without limiting any other termination rights the Parties may have, Covered Entity may terminate this Agreement upon discovery of a material breach. Covered Entity shall provide Business Associate an opportunity to cure the breach or end the violation. If the Business Associate does not cure the breach or end the violation within a reasonable time as specified by Covered Entity, Covered Entity shall have the right to immediately terminate the Agreement. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (c) Return or destruction of PHI upon termination. Upon notice of termination of this Agreement, Business Associate shall destroy or return to Covered Entity any and all PHI created or received by Business Associate.
 Within fifteen (15) calendar days of any notice of termination of this Agreement, Business Associate shall notify Covered Entity in writing as to whether Business Associate elects to return or destroy such PHI.
 Except as provided in subsection (d), within thirty (30) calendar days of the notice of termination of this Agreement, Business Associate shall return to Covered Entity or destroy any and all PHI maintained by Business Associate in any form and shall retain no copies thereof. Business Associate also shall recover and return or destroy, within such time period, any and all PHI in the possession of its subcontractors or agents.

If Business Associate elects to destroy PHI, Business Associate shall obtain written confirmation from Covered Entity that such actions will not violate the State of Florida's record retention policies. Upon destruction, Business Associate shall provide written certification to Covered Entity that such PHI has been destroyed. If any subcontractor or agent of Business Associate elects to destroy PHI, Business Associate will require such subcontractor or agent to provide written certification to Business Associate and to Covered Entity when such PHI has been destroyed.

- (d) If it is not feasible for Business Associate to return or destroy any PHI, Business Associate shall notify Covered Entity in writing that Business Associate has determined that it is not feasible to return or destroy the PHI and the specific reasons for such determination. If it is not feasible for Business Associate to obtain any PHI in the possession of the subcontractor or agent, Business Associate shall provide a written explanation to Covered Entity and require the subcontractor or agent to agree to extend any and all protections, limitations, and restrictions set forth in this Agreement to the subcontractor or agent's use or disclosure of any PHI retained after the termination of this Agreement, and to limit any further use or disclosure to the purposes that make the return or destruction of the PHI not feasible.

9. Miscellaneous

- (a) Material breach. A violation of any provision of this Agreement shall be deemed a material breach of this Agreement and the Contract.
- (b) Warranties and representations. Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA, or HITECH Act will be adequate or satisfactory for Business Associate's own purposes.
- (c) Assignment. Business Associate shall not assign either its obligations or benefits under this Agreement without the express written consent of Covered Entity, which shall be at the sole discretion of Covered Entity. Given the nature of this Agreement, neither subcontracting nor assignment by Business Associate is anticipated and the use of those terms herein does not indicate permission to assign or subcontract has been granted.
- (d) Regulatory References. A reference in this Agreement to a section of HIPAA, the Privacy Rule, the Security Rule, or HITECH Act means the section as in effect or as amended and for which compliance is required.
- (e) Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of PHI, Standard Transactions, the security of PHI, HIPAA, or the HITECH Act; the publication of any decision of a court of the United States or any state relating to any such law; or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either Party may, by written notice to the other Party, amend this Agreement in such manner as such Party determines necessary to comply with such law or regulation. If the other Party disagrees with such Amendment, it shall notify the first Party in writing within thirty (30) calendar days' notice. If the Parties are unable to agree on an Amendment within thirty (30) calendar days thereafter, then either of the Parties may terminate the Agreement on thirty (30) calendar days written notice to the other Party.
- (f) Survival. The rights and obligations of Business Associate under Section 8 of this Agreement shall survive the termination of this Agreement.
- (g) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HITECH Act, and Florida Statutes.
- (h) No third party beneficiary. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assignees of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

- (i) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida to the extent not preempted by applicable federal law.
- (j) Venue. The venue of any proceedings shall be the appropriate federal or state court in Leon County, Florida.
- (k) Indemnification and performance guarantees. Business Associate shall indemnify, defend, and hold harmless the Agency, State of Florida, and individuals covered by the Plans for any financial loss as a result of the claims brought by third parties and which are caused by the failure of Business Associate, its officers, directors, or agents to comply with the terms of this Agreement.
- (l) Independent entities. Business Associate and Covered Entity are independent entities, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between Business Associate and Covered Entity. Neither Business Associate nor Covered Entity will have the power to bind the other or incur obligations on the other Party's behalf without the other Party's prior written consent, except as otherwise expressly provided in this Agreement.

**FLORIDA DEPARTMENT OF
MANAGEMENT SERVICES**

[REDACTED]

Tami Fillyaw, DSGI Director

Signature

Date

Print Name and Title

Approved as to legality and form:

Date

DMS Legal

Date

ATTACHMENT F – PRICE SHEET

See attached .xls

ATTACHMENT G – SPECIAL CONDITIONS

See attached .pdf

FORM 1 – CONTACT INFORMATION

For solicitation purposes, the Respondent's contact person shall be:

For contractual purposes, should the Respondent be awarded, the contact person shall be (if this column is blank, the contact person for solicitation purposes shall be the contract person for contractual purposes):

Name	_____	_____
Title	_____	_____
Company Name	_____	_____
Address	_____	_____
Telephone	_____	_____
Fax	_____	_____
E-mail	_____	_____

FORM 2 - NOTICE OF CONFLICT OF INTEREST

Company Name _____

For the purpose of participating in the solicitation process and complying with the provisions of Chapter 112, Florida Statutes, the company states the following conflict(s) of interest exists as noted below (if none, write N/A in the applicable section(s) below):

The persons listed below are corporate officers, directors or agents and are currently employees of the State of Florida or one of its agencies:

_____	_____
_____	_____
_____	_____

The persons listed below are current State of Florida employees who own an interest of five percent (5%) or more in the company named above:

_____	_____
_____	_____
_____	_____

Name of Respondent's Organization

Signature of Authorized Representative and Date

Print Name

FORM 3 - NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

I state that I _____ of _____,
(Name and Title) (Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Proposal, and the preparation of the Proposal. I state that:

1. The price(s) and amount(s) of this Proposal have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Proposal, and neither the approximate price(s) nor approximate amount(s) of this Proposal, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Proposal for this contract, or to submit a price(s) higher that the prices in this Proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Proposal.
4. The Proposal of my firm 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 Proposal.
5. _____, its affiliates, subsidiaries, officers, director, and employees
(Name of Firm)
are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of Proposals for this contract.

Dated this _____ day of _____ 2017.

Name of Organization: _____

Signed by: _____

Print Name _____

being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____ 2017.

Notary Public: _____

My Commission Expires: _____

FORM 4 - STATEMENT OF NO INVOLVEMENT

I, _____, as an authorized representative of the proposing company, certify that no member of this company nor any person having any interest in this company has been involved with the Department of Management Services to assist it in:

- 1. Developing this solicitation; or,
- 2. Performing a feasibility study concerning the statement of work, if applicable.

Name of Respondent's Organization

Signature of Authorized Representative and Date

Print Name

FORM 5 – BUSINESS/CORPORATE EXPERIENCE

Provide the following information requested below. Print and complete this form as many times as needed to demonstrate at least three non-overlapping years of experience and ability in providing the same or similar services as those sought in this procurement. The experience cannot be from:

- a. Current employees of DMS.
- b. Former employees of DMS within the past three (3) years.
- c. Persons currently or formerly employed by the Respondent's organization.
- d. Board members of the Respondent's organization.
- e. Relatives.
- f. Corporations based solely in a foreign country.
- g. A member of the Respondent's organization who has written, completed and submitted the form on behalf of the reference.
- h. Any person involved in the drafting of this RFP or the procurement process.

Information	
Company name	
Contact Person	
Title	
Address	
City	
State	
Telephone Number	
Email Address	
Contract Period	
Brief Summary of Services	

By submitting this form, the Respondent consents to the Department contacting the companies and/or persons listed herein.

Name of Respondent's Organization

Signature of Authorized Representative and Date

Print Name

FORM 6 – ADDENDUM ACKNOWLEDGEMENT

This acknowledgment form serves to confirm that the Respondent has reviewed and accepted all Addendum(s) to the solicitation posted on the Vendor Bid System (VBS).

Please list all Addendum(s) below.

Name of Respondent's Organization

Signature of Authorized Representative and Date

Print Name

FORM 7 – SUBCONTRACTING

The Respondent is to complete the information below on all subcontractors that shall provide services to the Respondent to meet the requirements of the resultant contract, should the Respondent be awarded. Submission of this form does not indicate the Department’s approval, but provides the Department with information on proposed subcontractors for review.

Please complete a separate sheet for each subcontractor.

There will be subcontractors for this solicitation YES ____ NO ____ (place a checkbox where applicable). If not, Respondents are not required to complete the remainder of this form.

Service: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____

Fax: _____

Current Registered as Certified
Minority Business Enterprise
(CMBE) or Women-Owned Business (WBE)? Yes _____ No _____

W-9 verification: Yes _____ No _____

In a job description format, describe below the responsibilities and duties of the subcontractor based on the technical specifications or statement of work outlined in this solicitation.

FORM 8 – MANDATORY RESPONSIVENESS REQUIREMENTS

SOLICITATION SECTION REFERENCE	MANDATORY RESPONSIVE REQUIREMENTS	RESPONDENT PAGE # OF PROPOSAL
3.5.1	The person submitting the Proposal and its pricing is authorized to respond to this solicitation on the Respondent's behalf. (Certifying by signature below)	N/A
3.5.2	The Respondent accepts the Contract terms and conditions as stated herein, without qualification or exception. (Certifying by signature below)	N/A
3.5.3	The Respondent is in compliance with section 9 of the PUR 1001 form as modified by Section 3.1 of this RFP. (Certifying by signature below)	N/A
3.5.4	The Respondent is not a Discriminatory Vendor or Convicted Vendor as defined in sections 7 and 8 of the PUR 1001 form. (Certifying by signature below)	N/A
3.5.5	The Respondent is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. (Certifying by signature below)	N/A
3.5.6	The Respondent is currently authorized to do business in the State of Florida or will attain authorization through the Department of State, Division of Corporations, within seven business days of notice of award, if Respondent is awarded the Contract. (Certifying by signature below)	N/A
3.5.7	The Respondent has at least three non-overlapping years of experience providing the same or similar services as those being sought in this procurement. (Certifying by signature below)	N/A
3.5.8	The Respondent has submitted Form 5's demonstrating at least three non-overlapping years of experience providing the same or similar services as those being sought in this procurement.	
3.5.9	The Respondent has submitted a letter with this Proposal, signed on or after July 1, 2017, from a surety company or bonding agent authorized to do business in the State of Florida and written on company letterhead that documents the Respondent's present ability to obtain a performance bond or irrevocable letter of credit in the amount of \$1,000,000.00	
3.5.10	The Respondent has submitted a completed Price Sheet. Attachment F	
3.5.11	The Respondent has provided a certified Form 9, Certification of Experience.	

Signature below certifies that the signatory has the authority to respond to this solicitation on the Respondent's behalf, and certifies conformance with all Mandatory Responsiveness Requirements listed above.

Name of Respondent's Organization

Printed Name of Organization's Authorized Representative

Signature of Organization's Authorized Representative

Date

FORM 9 – CERTIFICATION OF EXPERIENCE

Respondent must certify that its answers to the following questions are accurate, complete, and contained in the Respondent’s Proposal in Tab 4.

- For the performance of services similar to those required in this RFP, has Respondent ever been notified of or been declared in breach or default of a contract; received written notice that it was considered to be in breach or default; or been defaulted on a contract with any other business entity? If so, provide the particulars, including when, where, which parties were involved, what occurred, and the ultimate outcome.
- Has Respondent ever been issued a letter of non-compliance on a contract involving services similar to those required in this RFP? If so, advise when, where and the ultimate outcome of such actions.
- Has Respondent ever terminated or given notice of termination of any contract for which it performed services similar to those required in this RFP? If so, provide the particulars, including when, where, which parties were involved, what occurred, and the ultimate outcome.
- Describe any discipline, fines, litigation and/or government action taken, threatened or pending against Respondent or any entities of Respondent during the last five (5) years regarding the performance of services similar to those required in this RFP. This information must include whether the Respondent has had any registrations, licenses, and/or certifications suspended or revoked in any jurisdiction within the last five years, along with an explanation of circumstances.

Signature below certifies conformance with the Certification of Experience questions listed above.

Name of Respondent’s Organization

Printed Name of organization’s Authorized Representative

Signature of Organization’s Authorized Representative

Date

FORM 10
AFFIDAVIT OF NO OFFSHORING
(To be executed at the time of contract and annually thereafter)

Pursuant to section 13 of the Contract, the undersigned Contractor hereby attests that the Contractor and its Subcontractors do not perform any of the Services under the Contract from outside of the United States, and the Contractor does not allow any State of Florida Data to be sent by any medium, transmitted or accessed outside of the United States.

Contractor Name: [TBD]

Contractor's Federal Employer Identification Number (FEIN #): _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Sworn to (or affirmed) and subscribed before me on this _____ day of _____ by

(Signature of Notary)

Check One:

Personally Known

Produced the following ID _____