Solicitation No. 21-84131512-ITB
EDPE Insurance
Attachment B
Additional Special Contract Conditions

The following Sections of Attachment C, Special Contract Conditions are hereby removed in their entirety:

Section 3.2	Price Decreases.
Section 4.3	Department's Contract Manager.
Section 4.4	Contractor's Contract Manager.
Section 4.6	RESPECT.
Section 4.7	PRIDE.
Section 6.4	Inspection and Acceptance of Commodities.
Section 6.5	Safety Standards.
Section 6.10	Cooperative Purchasing.
Section 13.1	Background Check.
Section 13.3	Disqualifying Offenses.

The following is added to subsection 3.7 of Attachment C, Special Contract Conditions:

> The Broker' must pay the Transaction Fees unless the transaction is considered exempt per Rule 60A-1.031, Florida Administrative Code.

Section 8.4 of Attachment C, Special Contract Conditions, is hereby removed in its entirety and replaced with the following:

> 8.4 Intellectual Property
> The Parties do not anticipate that any intellectual property will be developed as a result of this Contract. Unless specifically addressed in the Contract, intellectual property rights to all property created or otherwise developed by the Contractor for the Department or the Customer will be owned by the Contractor at the completion of the Contract. Intellectual property rights to all property created or otherwise developed by the Department will be owned by the Department at the completion of the Contract.

Section 9 of Attachment C, Special Contract Conditions, is hereby removed in its entirety and replaced with the following:

> **Security 9. DATA SECURITY**
> The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. For purposes of this section, "security breach" will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a security breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken.

The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

Section 13.2 of Attachment C, Special Contract Conditions, is hereby removed in its entirety and replaced with the following:

Section 13.2 E-Verify

The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five (5) days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.