



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

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**Invitation to Negotiate (ITN)**

**Insurance Broker of Record**

**Excess Property Insurance and Risk Management Consulting Services**

**on behalf of the Department of Financial Services**

**Division of Risk Management**

**ITN No. 16-84131500-R**

**State of Florida**

**Department of Management Services**

**February 9, 2015**

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# 1 **Introductory Section**

## 1.1 **Introduction**

The State of Florida Department of Management Services (Department) invites interested vendors that provide the contractual services described in this solicitation to submit a response to this Invitation to Negotiate (ITN). Vendors interested in submitting a response must comply with all of the terms and conditions of the ITN.

## 1.2 **ITN Goals**

The Department, in concert with, and on behalf of, the Department of Financial Services' Division of Risk Management (Division), pursuant to sections 284.08 and 284.33, Florida Statutes, is seeking a vendor to provide insurance broker of record services to obtain excess property insurance or reinsurance coverage and to obtain risk management consulting services. Sections 284.08 and 284.33, Florida Statutes, authorize the Division to determine the excess insurance or reinsurance coverage necessary for coverage provided by the Division to state agencies and universities and to purchase reinsurance upon approval by the Department.

## 1.3 **Definitions**

Definitions contained in section 287.012, Florida Statutes, rule 60A-1.001, Florida Administrative Code, Form PUR 1001, General Instructions to Respondents and Form PUR 1000, General Contract Conditions and are incorporated by reference, and apply to this ITN and any resultant contract. Following are additional definitions applicable to this ITN:

- 1.3.1 **Contractor or Broker of Record** -- an insurance intermediary in good standing with the State of Florida that holds current and valid Florida resident or nonresident insurance licenses in the appropriate lines of business described in this ITN, designated as a result of this ITN to manage the Division's Insurance Policy, evaluate insurance quotes and policies, and recommend changes to existing policies.
- 1.3.2 **Business Day** - the period of time that begins at 8:00 AM and ends at 5:00 PM, Eastern Time Zone, Monday through Friday, excluding all official holidays recognized by the State of Florida for its employees
- 1.3.3 **Contract** - the written agreement(s), if any, resulting from the ITN
- 1.3.4 **Department** – the Department of Management Services or its successor
- 1.3.5 **Division or Insured** – the Department of Financial Services' Division of Risk Management or its successor
- 1.3.6 **Insurance Policy or Policies** - the agreement(s) for excess property insurance or other insurance that the Broker of Record must provide to the Division in accordance with the Contract
- 1.3.7 **Parties** – the Department and the Contractor
- 1.3.8 **Policy Inception** - the beginning date of an Insurance Policy

1.3.9 **Premium** - the amount of money paid to the Insurer(s) for insurance

1.3.10 **SRMTF** – The State Risk Management Trust Fund

1.3.11 **State** – State of Florida

1.3.12 **TIV** - “Total Insured Value” - the sum of the full value of the covered property, business income values, and any other property interests covered by the insurance

#### 1.4 **ITN Award Process**

The ITN award process is divided into two phases. The evaluation phase involves the Department's initial evaluation of Respondents' submitted responses. During the evaluation phase, all responses will be evaluated against the evaluation criteria set forth in this ITN to establish a competitive range of responses reasonably susceptible of award. The Department will then select one or more Respondent(s) within the competitive range with which to commence negotiations.

During the negotiation phase, the Department reserves the exclusive right to request revised responses one or more times as the Department deems necessary. The Department also reserves the right to end negotiations at any time and to request best and final offers from one or more Respondents. The Department is under no obligation to afford any Respondent the opportunity to submit a revised response or to submit a best and final offer.

Following negotiations, the Department may post a notice of intended award, identifying the responsive and responsible Respondent that provides the best value to the State based on the selection criteria.

#### 1.5 **Timeline of Events**

The table below contains the Timeline of Events for this solicitation. The dates and times within the Timeline of Events may be subject to change. It is the responsibility of the Respondent to check for any changes to the Timeline. All changes to the Timeline of Events, if any, will be made by issuing addenda to the solicitation as described in section 1.7 of this ITN.

<b>Event</b>	<b>Time</b>	<b>Date</b>
ITN Notification and solicitation posted in the VBS and complete solicitation posted in the MFMP Sourcing Tool.		February 10, 2015
Pre-Response Conference will be held at 4050 Esplanade Way, Conference Room 101, Tallahassee, FL. Conference attendance for Respondents is not mandatory.	2:00 P.M. EDT	March 4, 2015
Last day to register as a new MFMP vendor eligible to submit questions.		March 6, 2015
Deadline to submit questions within the MFMP Sourcing Tool Messaging Tab.	2:00 P.M. EDT	March 10, 2015
Anticipated posting of answers to Respondents' questions to the solicitation within the MFMP Sourcing Tool.		March 17, 2015

Last day to register as a new MFMP vendor and join the event. A vendor that does not register and join the event will be ineligible to submit a response to the ITN.		April 21, 2015
Deadline to submit responses, including all required documents in the MFMP Sourcing Tool.	2:00 P.M. EDT	April 24, 2015
Anticipated Response Opening. 4050 Esplanade Way, Tallahassee, FL.	2:01 P.M. EDT	April 24, 2015
Public Meeting - Meeting of Evaluators. 4050 Esplanade Way, Tallahassee, FL	2:00 P.M. EDT	May 12, 2015
Anticipated posting of Respondents initially invited for Negotiations.		May 26, 2015
Negotiation Period Begins.		June 1, 2015
Public Meeting - Negotiation Team Recommendation. 4050 Esplanade Way, Tallahassee, FL		July 21, 2015
Anticipated date to post Notice of Intended Award.		August 11, 2015
Anticipated Contract start date.		September 1, 2015

### 1.6 **Procurement Officer**

The Procurement Officer is the sole point of contact from the date of release of this ITN until the contract award is made.

The Procurement Officer for this ITN is:

**Corina Chiorescu**

Purchasing Analyst, Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950  
Phone: (850) 921-0030  
Email: [corina.chiorescu@dms.myflorida.com](mailto:corina.chiorescu@dms.myflorida.com)

### 1.7 **Addenda to the ITN**

The Department reserves the right to modify this ITN by issuing addenda. Addenda will be posted on the Vendor Bid System (VBS) at [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu). It is the responsibility of the Respondent to regularly check for addenda to the ITN. The Respondent is solely responsible for determining whether addenda to the ITN have been issued and for reviewing impact of addenda on the ITN.

### 1.8 **Pre-Response Conference**

The Pre-Response Conference will be held at the location referred to in section 1.5 of this ITN. Attendance at the Pre-Response Conference is optional. Vendors are strongly encouraged to attend.

Prior to the deadline to submit questions specified in the Timeline of Events, the Department will entertain written questions about the MFMP Sourcing Tool, requirements of the ITN, or the ITN process. The Department may provide answers to questions submitted at the Pre-Response Conference. Answers given at the Pre-Response Conference will be preliminary (not binding). Only written answers the Department posts via addenda on the Vendor Bid System are official and binding upon the Department and the ITN process.

Public meetings conducted during the course of this solicitation are open to members of the general public, current vendors, potential vendors and interested persons. Anyone attending these meetings is requested, but not obligated, to register his or her attendance in a manner provided by the Department at the time and location of the meeting.

### 1.9 **Special Accommodations**

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

## 2 **Instructions to Respondents (General and Special)**

This section contains the General Instructions to Respondents (Form PUR 1001) and Special Instructions to Respondents particular to this ITN. In the event of conflict between the General Instructions and Special Instructions, the Special Instructions shall take precedence.

### 2.1 **General Instructions**

The Form PUR 1001 contains the General Instructions to Respondents; it is incorporated herein by reference and can be found at the following link:

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

### 2.2 **Special Instructions**

#### 2.2.1 **MFMP Registration**

To be eligible to respond to the ITN, Respondents must have a current vendor registration and be active for Sourcing Events within the MFMP Vendor Information Portal at

<https://vendor.myfloridamarketplace.com/>.

#### 2.2.2 **On-line Solicitation Tool**

The Department conducts competitive solicitations using the MFMP Sourcing Tool. The Department will not consider or evaluate submissions that are not submitted in the MFMP Sourcing Tool. The Department will not consider late responses. Respondents are responsible for submitting their responses by the date and time specified in section 1.5 of this solicitation.

Respondents shall submit responses electronically at:

<https://sourcing.myfloridamarketplace.com/Sourcing/Main>.

The VBS is the state's official online posting tool for solicitation advertisements and is found at: [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu).

To join the event in the MFMP Sourcing Tool and post questions related to the solicitation, Respondents must review and accept the agreement to use the MFMP Sourcing Tool (see instructions below).

### 2.2.3 Sourcing Instructions and Training

- 2.2.3.1 After logging into the MFMP Sourcing Tool, the "My Events" section lists events the vendor has chosen to "Join" (i.e., you intend to submit a formal response).
- 2.2.3.2 "Public Events" lists those events associated with the commodity codes for which the vendor registered in its Vendor Information Portal (VIP) account, but which the vendor has not yet "Joined."
- 2.2.3.3 Joining an event moves the event from "Public Events" to "My Events," allows the vendor to submit questions about the event, and alerts the vendor to any associated updates (e.g., addenda, event edits, etc.).
- 2.2.3.4 Vendors must join an event to submit a response to the solicitation. To "Join" an event, vendors must login with their user name and password.
- 2.2.3.5 To respond to a solicitation, vendors must review and accept the electronic agreement on the "Review and Accept Agreement" page by clicking the radio button next to, "I accept the terms of this agreement." The Sourcing acceptance acknowledgement agreement is a general agreement that prospective Respondents accept the broad overall requirements of the solicitation as being focused on the good/service sought, and the general requirements of how the Department seeks delivery of that good/service. It is a preliminary acknowledgement of the terms and conditions (T & C) of the solicitation. It is not a legally binding agreement that all T&C are accepted as is, without further question, clarification, or negotiations.
- 2.2.3.6 No Respondent is bound to the T&C outlined in the solicitation until the final award occurs.
- 2.2.3.7 When responding to a solicitation, vendors should save work frequently – at intervals less than 20 minutes. The MFMP Sourcing Tool automatically "times out" after 20 minutes of inactivity. Any unsaved information will be lost when the system times out.
- 2.2.3.8 Clicking the "Save" button within the MFMP Sourcing Tool only saves solicitation responses.
- 2.2.3.9 To transmit responses to the state, Respondents must make a specific choice to do so by selecting the "Submit Entire Response" button.
- 2.2.3.10 After clicking the "Submit Entire Response" button, Respondents are responsible to verify and validate any submitted response in the MFMP Sourcing Tool to assure their responses are accurate and complete prior to the solicitation's closing time.
- 2.2.3.11 Respondents should allow sufficient time, prior to the Solicitation event period closing, to address any errors and resubmit revised responses.
- 2.2.3.12 To validate responses, Respondents must take the following actions before the Solicitation period ends:
- 2.2.3.13 Click the "Response History" link to confirm that the "submitted" response is visible, and therefore formally submitted.



- 2.2.3.14 Confirm that a status of “Accepted” displays next to the submitted response.
- 2.2.3.15 Click on the Reference number of the submitted response to review the submission.
- 2.2.3.16 Check the following elements:
  - a. Text boxes: Is the entire answer viewable?
  - b. Yes/No questions: Is the displayed answer correct?
  - c. Uploaded files / scanned documents: Can attached documentation be opened and is the entirety of its content clearly viewable?
  - d. Required Items: Are all items listed as ‘required’ completed?

## 2.2.4 **Additional Information Regarding the MFMP Sourcing Tool**

For technical assistance, vendors may contact the MyFloridaMarketPlace (MFMP) customer service desk (CSD) at (866) 352-3776 or by email at [VendorHelp@MyFloridaMarketPlace.com](mailto:VendorHelp@MyFloridaMarketPlace.com). For additional information regarding vendor online training or to view MFMP Sourcing training documents, click here:

Online Training: <http://www.dms.myflorida.com/mfmp/vendor/recordedtraining>

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

## 2.3 **Response to this ITN**

### 2.3.1 **Compliance with Mandatory Requirements**

Respondents must comply with all mandatory requirements set forth in this section in order for their response to be evaluated for award. The Department will examine each response to determine whether the response meets the mandatory requirements as specified in this section. The Department will not evaluate responses that answer “no” to any mandatory requirements, or that do not upload required documentation. All documents and certifications must be current.

### 2.3.2 **Response to Qualification Questions**

Respondents must submit responses within the MFMP Sourcing Tool to the qualification questions contained in Attachment D. The Respondent must meet all qualifications to be considered for award. Respondents that answer “no” to Qualification Questions are not responsive vendors.

### 2.3.3 **Uploading Documentation**

Respondents must upload an electronic copy of the documentation requested in Attachment D in the MFMP Sourcing Tool. Scanned copies of original documents are acceptable. MFMP accepts file sizes up to 20 Megabytes in If documents are not provided, the Respondent may be deemed non-responsive at the discretion of the Department. If documents are not provided, the Respondent may be deemed non-responsive at the discretion of the Department.

### 2.3.4 **Technical Response**

Attachment G to the ITN contains the evaluation criteria. Respondents must submit a response as follows.

2.3.4.1 Submit a description of the Respondent's intended approach to the Statement of Work by responding to all subsections in Section 2.3.5 of this ITN. Respondents must separate their description into tabs labeled Tab attachment Tab H inclusive.

2.3.4.2 Complete the spreadsheet in Attachment H. The instructions for completion are located in Attachment G.

### 2.3.5 Approach to Statement of Work

Respondents shall submit information in their response that addresses their capabilities and approach for providing the services described in the Statement of Work contained in Section 4 of this ITN. This information shall be organized as directed below. The information submitted in this portion of the response will not be scored during the evaluation phase, but will be used as a basis for discussions during the negotiation phase. Respondents shall prepare their approach to the Statement of Work in accordance with the instructions provided herein, and then attach an electronic copy of it in the appropriate link in the MFMP Sourcing Tool. The Respondent's response shall be organized into tabs and named accordingly.

#### 2.3.5.1 Tab A: Company Profile

2.3.5.1.1 Provide an overview of the company, include the following:

- a. Name and address (corporate office and location of office to serve the state);
- b. Number of years in business under the present name, as well as related prior business names (Company or Principal Officers who hold the office of president, vice president, secretary, or treasurer in a corporation);
- c. Number of years providing services to public entities;

2.3.5.1.2 List and describe any investigations affecting the company by state or Federal regulatory agencies within the last five years resulting in any adverse financial or non-financial action imposed by the agency. Include in this description the current status or resulting outcome of any investigations. If there are no current investigations or concluded investigations within the last five years, include a statement to this effect.

2.3.5.1.3 List and describe any litigation or other disputes affecting the company filed or concluded within the last five years that may affect, or have affected, the company's ability to provide insurance services described in this ITN. Include in this description the current status or resulting outcome of any litigation or other disputes. If no litigation has been filed or concluded within the last five years, include a statement to this effect.

2.3.5.2 **Tab B: Insurance Program Coverage Design and Marketing Strategy (ITN Section 4.4.1)**

2.3.5.3 **Tab C: Insurance Procurement (ITN Section 4.4.2)**

2.3.5.4 **Tab D: Policy Administration (ITN Section 4.4.3)**

2.3.5.5 **Tab E: Claims Administration (ITN Section 4.4.4)**

2.3.5.6 **Tab F: Consulting Services to be Included in Base Brokerage Services (ITN Section 4.4.5)**

2.3.5.7 **Tab G: Potential Consulting Services (ITN Section 4.4.6)**

2.3.5.8 **Tab H: Reporting (ITN Section 4.4.7)**

2.3.5.9 **Tab I: Staffing (ITN Section 4.5)**

2.4 **No Alternate Responses**

Only one response may be submitted by each Respondent.

2.5 **Response Disqualification**

Respondent(s) whose responses to the Qualification Questions contained in Attachment D, references, or other information relating to past performance or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a contract may be rejected as not responsive or responsible. The Department reserves the right to determine which Responses meet the requirements of this solicitation, and which Respondents are responsive and responsible.

Each Respondent must meet the requirements and possess the experience and personnel resources to provide the service described in this ITN to be eligible for award. The Department reserves the right to request additional information pertaining to the Respondent's ability and qualifications to provide the services described in this ITN, as deemed necessary during the ITN or after Contract award, if any.

2.6 **Evaluation Criteria and Scoring**

Each response determined to comply with all mandatory criteria of this ITN will be evaluated using the criteria listed in Attachment G and the points scale contained in Attachment H. Attachment H contains the worksheet that the Department shall use for scoring the Respondent's response to this ITN. The information submitted in Attachment H will be independently scored by at least three evaluators who have experience and knowledge of the services required by this ITN.

References listed by Respondents in Attachment B may be contacted to confirm the accuracy of the Respondents' statements therein. References are informational and will not be scored.

A cost proposal will not be requested during the evaluation phase. Pricing will not be scored in the evaluation phase but will be addressed during the negotiation phase.

2.7 **Methodology for Determining Competitive Range**

During the evaluation phase, all replies will be evaluated against the criteria set forth in this ITN. The Departments' evaluators will review Respondents' technical response worksheets from Attachment H and assign points to each response according to the instructions in Attachment H. Each Respondent's score from each worksheet will then be totaled. The totaled scores will then be summed and the sum divided by the number of evaluators to achieve an average Evaluation score for each Respondent. (Evaluator 1 Technical Response Score + Evaluator 2 Technical Response Score + Evaluator 3 Technical Response Score) / 3 = Respondent's Final Technical Response Score.

The Department will rank the Respondents' Final Technical Response scores from highest to lowest and use the ranking to establish a competitive range of replies reasonably susceptible of award. The Department will then select one or more Respondent(s) within the competitive range with which to begin negotiations.

## 2.8 **Negotiation Phase**

The negotiation phase involves negotiations with the Respondents in the competitive range. The Department intends to negotiate with a minimum of three Respondents, but the Department reserves the right to negotiate with fewer Respondents, more than three Respondents, or to reject all responses. The Department reserves the right to negotiate concurrently or sequentially with Respondents. The Department shall have the right to use any or all ideas or adaptations of the ideas presented in any response. Selection or rejection of a response does not affect this right.

The Negotiation Committee will request and consider cost proposals from one or more Respondents selected for negotiations.

The Department reserves the right at any time during the negotiations process to:

- a) Schedule additional negotiation sessions with any or all invited Respondents.
- b) Require any or all invited Respondents to provide additional revised or final written responses addressing specified topics.
- c) Require any or all invited Respondents to provide and amend pricing.
- d) Require any or all invited Respondents to provide a written best and final offer.

## 2.9 **Basis of Award**

Any award shall be made to the responsive and responsible Respondent(s) who provide the best value to the State based on the Department's final selection criteria that shall include, but not be limited to, price, quality, design, and workmanship.

## 2.10 **Disclosure of Response Contents**

Respondents may submit, withdraw and resubmit responses until the deadline for submitting responses listed in the Timeline of Events, section 1.5. After the deadline for submitting responses has passed, all documentation submitted in response to the ITN will become the exclusive property of the Department and may not be removed by an employee or agent of the Respondent. All responses will become the property of the Department after the deadline for submitting responses has passed, and will not be returned to the Respondent after that date.

## 2.11 **Respondent Confidential Information**

The following subsection supplements section 19 of the PUR 1001. If Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, Respondent must provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. The redacted copy must state the Department's solicitation name and number, and the Respondent's name on the cover, and must clearly state that it is a "Redacted Copy." The redacted copy must be provided to the Department at the same time Respondent submits its response to the solicitation, and must only redact those portions of the response that are claimed to be confidential, proprietary, or trade secret. Respondent shall be responsible for defending its redaction of portions of its response it claims are confidential, proprietary, trade secret or otherwise not subject to disclosure. Further, Respondent shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Respondent's determination that the redacted portions of its response are confidential,

proprietary, trade secret or otherwise not subject to disclosure. If Respondent fails to submit a redacted copy with its response, the Department is authorized to produce all documents, data or records submitted by Respondent in answer to a public records request for these records.

## 2.12 **Contract Formation**

The Department intends to negotiate a contract during the Negotiation Phase using the terms and conditions listed in Sections 3 and 4 of this ITN, PUR 1000, and negotiated terms. The terms may be modified during negotiations. No additional documents submitted by a Respondent will be incorporated into the Contract unless they are specifically identified and incorporated by reference in the Contract.

## 3 **General and Special Contract Conditions**

Section 3 contains the Special Contract Conditions. The General Contract Conditions, Form PUR 1000, are incorporated by reference, and may be downloaded and viewed at: <http://www.dms.myflorida.com/content/download/2933/11777/1000.pdf>. In the event of conflict between the Special Contract Conditions and the General Contract Conditions, PUR 1000, the Special Contract Conditions will govern, unless the conflicting terms in the PUR 1000 are required by Florida law.

### 3.1 **Order of Precedence**

In the event conflict exists among the documents comprising the ITN, the conflict will be resolved in the following order of priority (highest to lowest):

- Addenda, in reverse order of issuance
- Statement of Work (Section 4)
- Special Contract Conditions (Section 3)
- General Contract Conditions - PUR 1000 (Section 3)
- Special Instructions To Respondents (Section 2)
- General Instruction to Respondents - PUR 1001 (Section 2)
- Evaluation Criteria and Selection Methodology for Competitive Range (Section 2)
- Attachments
- Introduction (Section 1)

### 3.2 **Initial Term**

The initial term of the Contract will be five years. The initial contract term will begin on September 4, 2015, or on the date the contract is last signed by the Parties, whichever occurs later.

### 3.3 **Renewal Term**

If the Contractor performs satisfactorily, as determined exclusively by the Department, the Department may elect to offer the Contractor the opportunity to renew the Contract in whole or in part, for one or more renewal terms. The total duration of such terms will not exceed five years. Any renewals must be in writing and signed by the Parties, and must be at or below the renewal pricing specified in the Contract.

### 3.4 **Payments**

#### 3.4.1 **Pricing**

Once pricing is finalized, the Contractor shall adhere to the negotiated prices that will be included in the Contract.

### **3.4.2 Method of Payment**

#### **3.4.2.1 Payment for Services Rendered**

The Contract shall be a fixed price, fixed rate contract. Payment will be made in accordance with the terms and conditions of the Contract at the fixed rates as specified in the successful Respondent's cost proposal that shall be requested and negotiated during the Negotiation Phase. Payment for all services provided under the Contract will be made in arrears. Base brokerage fees will be paid as mutually agreed upon in monthly, quarterly or semi-annual increments. Excess insurance or reinsurance Premiums will be paid within thirty (30) days of coverage being bound. Fees for consulting services in excess of those services provided in base brokerage services will be invoiced and paid as mutually agreed upon by the Parties.

#### **3.4.2.2 Invoice Submission Requirements**

The Contractor shall submit invoices as directed by the Department. Invoices for services rendered to entities other than the Division will be submitted directly to the ordering entity. Invoices shall be submitted after services are rendered; no advance payment of services rendered under this Contract will be allowed.

All invoices must have sufficient supporting documentation to allow for a proper audit of the billed items or services. All invoices must specify the deliverable being invoiced and clearly indicate the fixed cost or unit rate specified for the deliverable in the Cost Proposal. The Department reserves the right to request additional documentation prior to reviewing or approving invoices

The Contractor's invoices will be reviewed and approved by appropriate staff within the Department and the Division, or the entity services were provided, to ensure there are no disputed services. Payment will be made and disputes concerning payments will be resolved in accordance with the provisions of Section 215.422, Florida Statutes. The State of Florida's performance and obligation to pay under the Contract is subject to an annual appropriation by the State Legislature.

The Contractor shall submit to the Department within ninety (90) Calendar Days of Contract termination a request for final payment of completed services under the Contract, if applicable. Final requests for payment submitted later than ninety (90) Calendar Days after Contract termination may be subject to rejection and non-payment by the Division.

#### **3.4.2.3 Return of Funds**

The Contractor shall return to the Division any overpayments made to the Contractor due to unearned funds or costs disallowed that were disbursed to the Contractor by the Division and any interest attributable to such overpayment pursuant to the terms and conditions of this Contract. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall return the overpayment immediately without notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department may notify the Contractor in writing of such findings. Should repayment not be made within 30 days, the Contractor will be charged interest at the lawful rate of interest on the outstanding balance after Department notification or Contractor discovery.

### **3.5 Contract Administration**

#### **3.5.1 Contract Manager**

The Division will name a Contract Manager who will perform the duties described in s. 287.057(14), F.S during the term of this Contract.

If the Division changes its designated Contract Manager, the Division will notify the Contractor in writing. Such changes do not require a formal written amendment to the Contract.

#### **3.5.2 Contract Reports**

The Division may require reports at different intervals during the contract term. The type, content and frequency of the reports will be determined during negotiations.

#### **3.5.3 Diversity Reporting**

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and veteran-business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, and veteran-business enterprises with private corporations for business development mentoring. Vendors doing business with the State of Florida are strongly encouraged to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com).

Upon request, the Contractor shall report to the Department amounts spent with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this Contract.

#### **3.5.4 Business Review Meetings**

The Division reserves the right to schedule business review meetings as frequently as necessary. The Division will provide the format for the agenda. The Contractor shall submit the completed agenda and proposed presentation to the Division for review and acceptance 10 days prior to the meeting. The Contractor shall address the agenda items and any of the Division's additional concerns at the meeting. Failure to comply with this section may result in the Contract being found in default and termination of the Contract by the Department or nonrenewal of the Contract.

### **3.6 Compliance with Laws**

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. For example, Chapter 287, of the Florida Statutes and Rule 60A of the Florida Administrative Code govern the Contract. The Contractor shall comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The Contractor, in addition, shall comply with sections 119.07 and 119.0701, Florida Statutes, regarding access to public records, and section 501.171, Florida Statutes, and Chapter 71A-1, Florida Administrative Code, regarding data security and records maintenance. Violation of any laws, rules, codes, ordinances, or licensing requirements shall be grounds for Contract termination.

#### **3.6.1 Notice of Legal Actions**

Within 30 days of the action being filed, the Contractor shall notify the Department of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements. The Contractor shall notify the Department of any legal actions filed against it for a breach of a contract of similar size and scope to this Contract within 30 days of the action being filed. Failure to notify the Department of a legal action within 30 days of the action may be grounds for termination or nonrenewal of the Contract.

### **3.6.2 Public Entity Crime and Discriminatory Vendors**

Pursuant to sections 287.133 and 287.134, Florida Statutes, the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list:

#### **3.6.2.1 Public Entity Crime**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or response on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or response on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or responses on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

#### **3.6.2.2 Discriminatory Vendors**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or response on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or response on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or responses on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

### **3.7 Insurance Requirements**

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. During the Contract term, the Contractor at its sole expense shall provide Commercial General Liability, Errors and Omissions, and Workers Compensation Insurance.

The Contract shall not limit the types of insurance. Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.

#### **3.7.1 Commercial General Liability**

The Contractor shall obtain and maintain Commercial General Liability insurance on an occurrence basis in the minimum amount of \$5,000,000. This insurance will provide coverage for all claims that may arise from the operations completed under this Contract, whether such operations are by the Contractor, subcontractor, Contractor's agents, or other employees. Such insurance shall include a Hold Harmless Agreement in favor of the State of Florida, Department of Management Services and must include the State of Florida as an Additional Named Insured for the entire length of the Contract.

#### **3.7.2 Errors and Omissions**



The Contractor shall obtain and maintain Errors and Omissions insurance on an occurrence basis in the minimum combined limit of \$20,000,000, per claim and aggregate for a negligent act, error or omission in the performance of the Broker of Record's professional service.

### **3.7.3 Workers Compensation Insurance**

Contractor shall obtain and maintain workers' compensation and employer's liability insurance in accordance with Chapter 440, Florida Statutes, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work.

In the event any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workers' Compensation statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the Purchaser, for the protection of his employees not otherwise protected. All Insurance Policies shall be through Insurers authorized to write policies in Florida.

### **3.7.4 Certificates of Insurance**

Certificates of Insurance shall be in effect within ten (10) calendar days after date of Award through the end of the Contract term. It is the Contractor's responsibility to provide all relevant certificates and endorsements as proof of such insurance or proof of its ability to self-insure, including renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of any insurance to the Department Contract Manager.

NOTE: Certificates of Insurance for the Insured shall be provided and the Certificate Holder's Name upon the certificates shall be:

The State of Florida, Department of Financial Services, Division of Risk Management  
C/O: Department of Management Services  
Division of State Purchasing,  
4050 Esplanade Way, Suite 360  
Tallahassee, FL 32399-0950

### **3.8 Public Records**

The Contractor shall allow 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 confidential or exempt from section 24(a) of Article I of the State Constitution or subsection 119.07(1), Florida Statutes. The Department may unilaterally terminate the contract if the Contractor refuses to allow public access as required in this section.

If, under this contract, the Contractor is providing services and is acting on behalf of the Department, as provided under subsection 119.011(2), Florida Statutes, the Contractor, subject to the terms of paragraph 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to the Department in a format that is compatible with the information technology systems of the Department.

If 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, Contractor shall simultaneously provide the Department with a separate redacted copy of the information it claims is 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 shall only redact those portions of material that the Contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

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 or exempt are responsive, the Department will provide Contractor- redacted copies to the requestor. If a requester asserts a right to the confidential or exempt information, the Department will notify Contractor that such an assertion has been made. It is Contractor's responsibility to assert that the information in question is confidential or exempt from disclosure under Chapter 119, Florida Statutes or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the confidential or exempt information of Contractor under legal process, the Department shall give Contractor prompt notice of the demand prior to releasing the information labeled "confidential" (unless otherwise prohibited by applicable law. Contractor shall be responsible for defending its determination that the redacted portions of its response are confidential or exempt.

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

### 3.9 **Intellectual Property**

The Parties do not anticipate that any Intellectual Property will be developed as a result of this contract. However, any Intellectual Property developed as a result of this Contract will belong to and be the sole property of the State. This provision will survive the termination or expiration of this Contract.

### 3.10 **E-Verify**

Pursuant to State of Florida Executive Order Number 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify eligibility of all new employees hired by the Contractor during the Contract term. Also, Contractor includes in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify the eligibility of all new employees hired by the subcontractor during the Contract term.

### 3.11 **Scrutinized Company List**

Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

### 3.12 **Records Retention**

The Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract for a period of five years after expiration or termination of the Contract.

### 3.13 **Gifts**

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

### 3.14 **Vendor Ombudsman**

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, Florida Statutes, which include disseminating information relative to prompt payment in assisting vendors in receiving their payments in a timely manner from an agency. The Vendor Ombudsman may be contacted at 850-413-5516, or calling the Department of Financial Services Consumer Hotline at 1-800-342-2762.

### 3.15 **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 will deliver to the Contractor a written report of its finding, and may direct the development, by the Contractor, of a corrective action plan. This provision will not limit the Department's termination rights.

### 3.16 **Financial Consequences for Non-Performance**

In accordance with subsection 287.058(i)(h), Florida Statutes, the state must apply financial consequences if the Contractor fails to perform in accordance with the Contract. Financial consequences, as detailed in section 4.7.2 of the Statement of Work, shall be incorporated into the final contract after negotiations.

### 3.17 **Ethical Business Practices**

Any Contractor awarded business as a result of this ITN shall work in partnership with the State to ensure a successful and valuable contract. Ethical practices are required of state employees, vendors, and all parties representing the vendors. All work performed under this Contract will be subject to review by Office of the Inspector General at the Department of Management Services,

Monday through Friday, 8 a.m. to 5 p.m. (EDT) and any findings suggesting unethical business practices may be cause for termination or cancellation.

### 3.18 **Delays and Complaints**

Service delays and complaints will be monitored on a continual basis. Documented inability to perform under the conditions of the contract (via the established Complaint to Vendor process, per Rule 60A-1.006 F.A.C. (PUR 7017 form) may result in default proceedings and cancellation.

### 3.19 **Performance Bond**

The Contractor agrees to provide the Department with an annual performance bond acceptable and payable to the Department for twenty percent (20%) of the estimated annual Contract value. The Contractor shall provide the performance bond to the Department's contract manager or his/her designee within thirty (30) calendar days of Contract execution. This bond shall be issued from a reliable surety company, licensed to do business in the State of Florida and approved by the U. S. Department of Treasury.

### 3.20 **Cooperation in the Event of a Subsequent Contractor**

If the Department enters into a contract with a subsequent contractor related to the services described herein, the Contractor agrees to cooperate fully with the subsequent contractor. Such requirement shall exist notwithstanding the reasons for the retention of the subsequent contractor, including but not limited to cancellation, termination or expiration of the Contract with the Contractor. The Contractor shall not commit any act that will interfere with the performance of work by any subsequent contractor.

If the Contract, or any portion of the Contract thereof, is terminated for any reason prior to its completion, the Contractor agrees to provide all reasonable assistance requested by the Department to facilitate the orderly transfer of services to the Department or its designee(s) in a manner designed to minimize interruption and adverse effect. Such assistance will be deemed to be governed by the terms and conditions of this Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such assistance. Such assistance shall be at no additional charge to the Department if the termination is for Contractor's default. Otherwise, the Department will pay the Contractor for Department-requested services in accordance with the current fees specified in the Contract.

### 3.21 **Cooperation with other Vendors**

As directed by the Department, the Contractor agrees to cooperate fully with other contractors retained by the Department, and shall not commit any act that will interfere with the performance of work by any other contractor of the Department.

### 3.22 **Guarantee of Parent Corporation**

In the event the Contractor is a subsidiary of another corporation or other business entity, the Contractor asserts that its parent corporation will guarantee all of the obligations of the Contractor for purposes of fulfilling the obligations of the Contract. In the event the Contractor is sold during the period the Contract is in effect, the Contractor agrees that it will be a requirement of sale that the new

parent company guarantee all of the obligations of the Contractor.

### 3.23 **Supplemental Obligations Regarding Personal Information**

In the case of any Personal Information contained in or constituting part of the Division's confidential information or data:

- 1) The term "Personal Information" means an individual's first name, first initial and last name, or any middle name and last name, in combination with any one or more of the following data elements when the data elements are not encrypted:
  - (i) Social security number.
  - (ii) Driver's license number or Florida Identification Card number.
  - (iii) Account number, credit card number, or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account. For purposes of this section, the term "personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records or widely distributed media.
- 2) Unless otherwise agreed, the Contractor shall process and store all Personal Information in the United States, and will not transfer, process, or maintain Personal Information in any other jurisdiction without the Department's prior written consent.
- 3) In addition to the foregoing, the Contractor shall comply with all laws applicable to Personal Information and the handling, security and transfer thereof in any relevant jurisdictions, whether such Laws are in place as of the effective date of the Contract or are enacted, adopted, or otherwise come into effect during the term of the Contract. The Contractor and the Division agree to cooperate to enter into any appropriate agreements relating to such new laws as and when they apply, including data processing contracts between the Contractor and the Division.
- 4) The Contractor shall be and shall remain familiar and in compliance with all Laws and changes in Laws applicable to (i) the organizational and security measures to be implemented and maintained by the Contractor and/or at Contractor's service delivery centers to safeguard Personal Information, and (ii) the restrictions or prohibitions on the use or disclosure of Personal Information by the Contractor. If the Contractor and the Division are unable to agree on the impact of any such Law or changes in such Laws on the Contractor's performance of and/or Department's receipt and use of the Services, the Department will retain the right, in its sole discretion, to interpret such Laws or change in Laws.
- 5) The Contractor agrees that it will not use Personal Information and identifying addresses and telephone numbers for any purpose other than the fulfillment of the Contractor's obligations under the Contract. The Contractor shall not process, transfer or disseminate Personal Information without the approval of the Department unless expressly provided for in the Contract. The Contractor shall take appropriate action to cause all Contractor Personnel having access to Personal Information to be advised of, receive training on, and comply with the terms of this section regarding their handling of Personal Information. The Contractor shall be responsible for any failure of the Contractor Personnel (or other representatives of the Contractor) to comply with the requirements of the Contract regarding Personal Information.
- 6) When interfacing with the Department regarding Personal Information, the Contractor shall only disclose or transmit Personal Information to those Department employees and representatives who have been authorized to receive it by the Department.

7) If the Contractor has knowledge of any unauthorized disclosure of or access to Personal Information, the Contractor shall, in addition to its other obligations as specified in the Contract, cooperate with the Department in providing any notices that the Department deems appropriate.

8) To the extent any unauthorized disclosure of or access to Personal Information is attributable to a breach of the Contractor's obligations under the Contract, the Contractor shall bear the costs incurred by the Contractor (and other entities and persons for which the Contractor is responsible) in complying with its legal obligations relating to such breach and, in addition to any other damages for which the Contractor may be liable under the Contract, the following costs incurred by the Department in responding to such breach, to the extent applicable:

- (i) the cost of providing notice to affected individuals,
- (ii) the cost of providing notice to government agencies, credit bureaus, and/or other required entities,
- (iii) the cost of providing affected individuals with credit monitoring services for a specific period not to exceed twelve (12) months, to the extent the incident could lead to a compromise of the data subject's credit or credit standing,
- (iv) call center support for such affected individuals for a specific period not to exceed thirty (30) days,
- (v) the cost of any other measures required under applicable Law, and (vi) any other Losses for which the Contractor would be liable under the Contract.

### 3.24 **Limitation of Liability**

1) The Indemnification provisions of the Contract and its incorporated PUR 1000 shall apply with the following clarifications, except that each party shall be responsible for its own attorney fees. The procedures set forth below shall apply to all indemnity obligations under the Contract (except as otherwise expressly provided below).

2) 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 its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to:

- (i) Any claim by, on behalf of, or pertaining to a vendor, subcontractor or Contractor personnel in relation to the Contract or the Services. In the case of a claim by employees of Contractor (or of any of its subcontractors), Contractor's indemnification of the State, claimants, agents and employees will be to the same extent as if the claim was made by a person who is not an employee of Contractor (or its subcontractor) – i.e., the Contractor's indemnification obligations to the Department will not be subject to any limitation of the Contractor's liability to the person claiming injury under workers' compensation or similar Laws;
- (ii) Any claim that, if true, would constitute a breach of the Contractor's obligations with respect to any Confidential Information or data security;
- (iii) Any claim that any Personal Information (as defined in section 501.171, Florida Statutes) was misused or improperly disclosed due to any act or omission of the Contractor (or any entity or person for which the Contractor is responsible);
- (iv) Any claim that, if true, would arise from or be attributable to a breach of Contractor's obligations to comply with Laws;
- (v) Any claim that, if true, would arise from or be attributable to a breach of the Contractor's warranties regarding non-infringement of Deliverables;
- (vi) Any claim that, if true, would arise from or be attributable to fraud, theft, or embezzlement by any Contractor (or subcontractor) personnel;
- (vii) Any claim that, if true, would arise from or be attributable to an intentional tort, willful misconduct (including intentional breach of contract), unlawful conduct, or gross negligence of the Contractor (or any entity or person for which the Contractor is responsible);

(viii) Personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Contractor, its agents, employees, partners, or subcontractors.

3) However, the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State.

4) Notwithstanding anything to the contrary, nothing in this section will be construed to impose any limitation on compliance with Rule 60A-1.006 (3), Florida Administrative Code.

### **3.25 No Advertising or Endorsements**

In addition to the requirements and limitations stated in section 28, Form PUR 1000, the Contractor's services to the Division may be generally stated and described in the Contractor's professional resume. The Contractor may not give the impression in any event or manner, that the Division recommends or endorses the Contractor.

### **3.26 Conflict of Interest**

During the term of the Contract, the Contractor shall not knowingly employ, subcontract with, or subcontract to any person (including any non-governmental entity in which such person has an employment or other material interest as defined by Section 112.312 (15), Florida Statutes) who is employed by the State or who has participated in the performance or procurement of the Contract, except as provided in Section 112.3185, Florida Statutes.

### **3.27 Background screenings and warranty of security**

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 with access to State of Florida data. "Access" means to approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any resources of a computer, computer system, or computer network. "Data" means a representation of information, knowledge, facts, concepts, computer software, computer programs or instructions, whether said information is confidential information or personal health information. Data may be in any form, including but not limited to, in storage media, stored in the memory of the computer, in transit or presented on a display device, or a hard copy. The Contractor shall ensure that the background screening is conducted on all Persons directly performing services under the Contract whether or not the Person has access to State of Florida, as well as those persons who are not performing services under the Contract but have access, including indirect access, to State of Florida Data.

The minimum background screening process shall 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 shall maintain documentation of the screening in the Person's employment file. The Contractor shall 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.

The Contractor agrees that each employee or subcontractor who will perform services under this contract or have access to State of Florida Data 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 employee or subcontractor described above. During the term of the contract, if the Contractor discovers that an employee or subcontractor fails to meet the requirements of the background screening, the Contractor shall immediately prohibit the employee or subcontractor performance under this contract and access to any State of Florida Data.

The Contractor further agrees to defend, indemnify and hold harmless the Department, the State of Florida, its officers, directors and employees for any claims, suits or proceedings alleging a breach of this background check process. Should a breach of security occur which allows for unauthorized access or exposure of State of Florida Data, the Contractor shall include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two (2) year period of time following the breach.

A "Criminal Finding" is defined as a misdemeanor or felony conviction, plea of nolo contendere, plea of guilty, or adjudication of guilt withheld record for any disqualifying offense listed below. If at any time it is determined that a Person has a Criminal Finding within the last ten (10) 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  
Felony theft  
[Kidnapping / False imprisonment](#)

If the Contractor removes a Person from a position under this provision due to a Criminal Finding, 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 shall consider the following factors only in making the determination: i.) the 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.) the relevancy of the offense to the job duties of the Person. During the process of collecting the information and making a decision, the Contractor shall not allow the Person to perform services or have access to state of Florida Data.

### **Self-Disclosure**

The Contractor shall ensure that all Persons have a responsibility to self-report to the Contractor within three (3) calendar days a Criminal Finding or an updated court disposition of a Criminal Finding. The Contractor shall notify the Department's Contract Manager within 24 hours of all details concerning any Criminal Finding or updated court disposition of such Criminal Finding as reported by



a Person. The Contractor shall immediately assess whether to disallow that Person access to any state of Florida Data 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 Findings and shall maintain that certification in the employment file.

**Refresh Screening**

The Contractor shall ensure that all background screenings are refreshed every five (5) years from the time initially performed for each Person during the Term of the Contract.

**Monthly Reporting**

The Contractor is required to submit a written report to the Department's Contract Manager within fifteen (15) days from the end of each month listing those Persons who have been screened, those Persons with a Criminal Finding who have been removed from performing services or having access to state of Florida Data, and those Persons with a Criminal Finding that the Contractor has allowed to continue providing services or allowed access to state of Florida Data through the process described in A 1. above. The monthly report by the Contractor shall at a minimum include the name of the Person, the title of the Person's position, a description of the job, and a description and date of the Criminal Finding and, where applicable, an updated status of the court proceeding or ultimate disposition.

## 4 Statement of Work

### 4.1 Introduction and Overview of Desired Services

Chapter 287, Florida Statutes, requires that state agencies purchase insurance through the Department. Chapter 284, Florida Statutes, requires the Division to administer a self-insurance program through the SRMTF to provide property and casualty insurance coverage to State of Florida agencies and universities, as well as providing other risk management and loss prevention services. As part of administering the state's self-insurance program, the Division also has the authority to determine what amounts of excess insurance or reinsurance may be required for property or casualty insurance, and to purchase that insurance through the Department.

The State of Florida currently holds a contract for Brokerage Services, Contract number 20-973-440-J, between the State of Florida, acting by and through the Department for the benefit of the Division, 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399, and Arthur J. Gallagher Risk Management Services, Inc., a Delaware Corporation, a for-profit corporation authorized to do business in the State of Florida. This contract is primarily for the purchase of excess property insurance and reinsurance, and also allows for limited loss prevention consulting services. The Department and Division are seeking to expand the services to be provided to include the purchase of casualty insurance as needed, and to include more risk management consultative services, which will be covered in detail in this Statement of Work at sections 4.4.5 and 4.4.6.

#### 4.1.1 Property Program Information

Property insurance provided to state agencies and universities utilizes a manuscript primary policy form, which affords coverage on a named perils basis, with losses paid at actual cash value as opposed to replacement cost. As of October 1, 2014, the State has approximately 17,000 buildings with TIV of \$22.45 billion, with property located in all 67 counties of the state. Reinsurance is purchased through the existing Broker of Record from a number of insurance carriers, primarily surplus lines, or non-admitted carriers. Self-insured retentions are maintained on a per-occurrence basis, with no per-building or per-location deductibles, except for flood coverage, which has a per-location deductible. For the reinsurance purchased in February 2014, a \$2 million per occurrence self-insured retention was maintained for all covered perils, with a \$40 million annual aggregate self-insured retention maintained for named windstorm and flood perils. A total of \$54 million of coverage was purchased for named windstorm and flood perils, and a total of \$200 million of coverage was purchased for covered perils other than named windstorm and flood. This coverage was provided by ten reinsurers.

In the history of the program, only two losses have been paid by excess insurance or reinsurance, and those losses occurred before the program's self-insured retentions were increased to their current limits. During the fiscal year ended June 30, 2014, the Division paid \$141,000 in property losses and worked 220 claims, with 147 new claims received during the fiscal year. The Division's Property Certificate of Coverage is included in Attachment F.

#### 4.1.2 Casualty Program Information

The Division provides workers' compensation, general liability, automobile liability and federal civil rights/employment action coverage to state agencies and universities. Coverage is provided for approximately 200,000 state employees, covered volunteers, and approximately 25,000 vehicles.

Automobile liability coverage is also extended to state employees driving their personal vehicle on state business.

The Division has previously purchased high-deductible workers' compensation policies, the last of which covered dates of accidents through February 2005. During the fiscal year ended June 30, 2014, the Division paid \$101,465,490 in workers' compensation claims and received 11,842 new claims. General liability and automobile liability claims are limited by law to \$200,000 for each person's claim and \$300,000 for all claims arising from a single incident. During the fiscal year ended June 30, 2014, the Division paid \$7,859,180 in liability claims and received 1,687 new claims. During that same period, the Division paid \$6,299,292 in federal civil rights and employment action claims, and received 431 new claims. The Division's Casualty Certificates of Coverage are provided in Attachment F.

#### **4.1.3 Loss Prevention**

The Division provides data analytics, training and publications, consultative services and technical assistance, and conducts agency reviews and evaluations of agency safety and loss prevention programs.

The Division produces monthly, quarterly, semi-annual and annual reports to state agencies and universities. These reports are used to provide information on claim frequency, claim cost, causality, and claim trends. They are also used to ensure that claims are correctly assigned and classified. In addition to the reports provided by the Division, agency risk managers also have access to the Division's Insurance Management System (IMS) and can run a variety of standard reports to analyze their agency's claims. If needed, the Division can produce custom ad hoc reports to meet their needs, and can assist in interpreting the data in those reports to assist in the agency's loss prevention efforts.

The Division provides training for all agencies in the disciplines of occupational health and safety, loss prevention and risk management. Training media includes webinars, online learning options, online training materials and training videos, as well as instructor-led training.

The Division also develops and publishes a bi-monthly newsletter titled Safety and Loss Prevention Outlook. This newsletter includes risk management industry trends, occupational health and safety news, and interviews with fellow risk managers from around the country. The newsletter is distributed to all state agencies and universities, and is posted on the Division's website.

#### **4.1.4 Risk Management**

The State of Florida has a decentralized approach to risk management where each state agency or university is responsible for its entity's risk management program. Each state agency or university assigns staff to manage its risk management activities according to its management philosophy and perceived needs, and each entity has its own unique loss exposures. In many cases, the state agency or university may not have staff members with the professional risk management skills needed to implement risk management as a decision-making process, and may need assistance in the form of professional risk management consulting services.

The Division administers the State's risk management self-insurance program as mandated in Chapter 284, F.S., and pays for covered losses through the SRMTF. The SRMTF is funded annually only for the expected loss payments to be made for that fiscal year, resulting in an unfunded liability for financial obligations owed in the future. As a result of this type of "cash flow" funding, the premiums charged to state agencies are much lower than actuarially determined premiums would be, and from an industry perspective may be considered cost of risk allocations as opposed to traditional

premiums.

#### 4.2 **Contractor Qualifications**

The Contractor shall:

- 4.2.1 possess a minimum of five (5) years' experience in providing the services specified in section 4 of this ITN;
- 4.2.2 possess a minimum of five (5) successful procurements/placements of excess property insurance or reinsurance coverage for public entities with TIV in excess of \$5 billion, and shall provide three (3) of those clients as Client References;
- 4.2.3 possess proven ability in the procurement of multi-line insurance coverage, with primary emphasis on excess property insurance or reinsurance, and with the ability to access global insurance markets and reinsurers directly; and
- 4.2.4 possess proven ability to provide professional risk management consultative services to all entities covered by the Division's risk management program.

#### 4.3 **Services to be provided by the Division**

To assist in the successful completion of the Contract services, the Division will:

- 4.3.1 provide information regarding insured properties upon which excess property insurance or reinsurance shall be placed;
- 4.3.2 provide information regarding the Division's casualty lines of coverage as needed to develop market submissions for those coverage lines;
- 4.3.3 provide guidance regarding self-insured retention levels, types of insurance to be procured, preferred coverage limits, or other information as needed for the Contractor to develop market submissions for all insurance procurements;
- 4.3.4 provide timely approval of market submissions to be issued to prospective insurers or reinsurers;
- 4.3.5 provide information regarding the self-insurance provided by the Division, and notification of any changes to that self-insurance coverage;
- 4.3.6 provide approval to bind insurance coverage according to the Division's decisions; provide loss adjustment and payment of losses for all losses that fall within the Division's self-insured retentions, either by Division staff or by contracted adjusting staff, to include detailed loss payment records for each claim adjusted and paid through self-insurance. The Division will notify the Contractor of any large losses reported above thresholds to be established by the Insurers for individual and aggregate losses on a per occurrence basis.
- 4.3.7 select an adjusting firm with experience in adjusting catastrophic losses, in the event that losses from an occurrence exceed the Division's self-insured retention. The Division and Insurers, working through the Contractor, will select the adjusting firm;
- 4.3.8 provide coordination of risk management consultation requests from state agencies and universities to the Contractor; and

4.3.9 provide contact information for state agency and university staff members.

#### 4.4 **Services to be provided by the Contractor**

##### 4.4.1 **Insurance Program Coverage Design and Marketing Strategy**

The Contractor shall:

- 4.4.1.1 assist the Division in developing optional coverage and limit structures for property or casualty lines of coverage;
- 4.4.1.2 provide projected premium levels and underwriting factors involved in the proposed insurance program structure;
- 4.4.1.3 for the property insurance program, conduct an annual wind study (hurricane catastrophe model) using two or more industry standard software models such as AIR CATStation or RMS RiskBrowser, with results for 20, 50, 100, 250, 500 and 1,000 year event losses;
- 4.4.1.4 for the property insurance program, review the Division's property data and advise of any data elements needed for underwriting evaluations, including sufficiency of Construction, Occupancy, Protection and Exposure (COPE) data;
- 4.4.1.5 for casualty lines of coverage, advise the Division of availability of coverage and alternative risk transfer mechanisms;
- 4.4.1.6 for casualty lines of coverage, review the Division's claim data and advise the Division of any data elements needed for underwriting evaluations;
- 4.4.1.7 advise the Division of current market pricing and availability of insurance coverage three months prior to expiration of insurance coverage then in effect;
- 4.4.1.8 annually, analyze the insurance market conditions, taking into account other insurance programs competing with the Division's program for insurance coverage, seasonable perils, reinsurance treaty dates and any other factors that may affect insurance availability and pricing, and advise the Division of the best time to procure insurance coverage;
- 4.4.1.9 annually, review the Division's manuscript policy for possible changes/enhancements and to ensure that the policy's language, coverage and exclusions are consistent with the Division's certificate of coverage;
- 4.4.1.10 provide recommendations to the Division regarding the upcoming insurance procurement; and
- 4.4.1.11 formulate a price and coverage negotiating strategy to support the Division's choice of the recommendations presented on the insurance procurement by the Contractor.

##### 4.4.2 **Insurance Procurement**

The Contractor shall:

- 4.4.2.1 coordinate the renewal process. The Contractor shall provide to the Division a renewal notification detailing anticipated coverage, limit, retention and pricing changes at least three months prior to Policy Inception and each year thereafter during the contract period;

- 4.4.2.2 draft the insurance specifications, compile underwriting information and other pertinent information with the input of the Division;
- 4.4.2.3 prepare formal market submissions for distribution to underwriters, submit the market submission to the Division for distribution approval, and distribute the approved market submission to underwriters on behalf of the Division in a timely manner;
- 4.4.2.4 negotiate renewal terms, conditions and pricing on behalf of and in conjunction with the Division;
- 4.4.2.5 place all insurance coverage required by the Division;
- 4.4.2.6 if applicable, fully disclose the amount and percentage of commission to be paid by the Contractor to any excess insurance broker, intermediary or wholesaler used in the placement process, and state their relationship, if any, to the Contractor;
- 4.4.2.7 provide updates as requested by the Division during the procurement process and as new developments occur;
- 4.4.2.8 report placement results to the Division and bind coverage as directed by the Division; and
- 4.4.2.9 obtain all necessary binding documents in a timely and effective manner.

#### 4.4.3 Insurance Policy Administration

The Contractor shall:

- 4.4.3.1 check binders, policies and endorsements to ensure they are issued according to specifications before delivery to the Division;
- 4.4.3.2 forward binders to the Division before or on the Policy's effective date;
- 4.4.3.3 issue endorsements and insurance certificates as may be needed based on the insurance program structure and provide an annual summary of program terms and costs to the Division. The summary will include a market review that lists all carriers that were approached, their AM Best rating, insurer status (admitted or non-admitted), marketing status (quoted, declined, accepted, bound), quoted amounts/comments. The summary will also include a synopsis of current market conditions; renewal results with comparisons to the expiring policies; the renewal program coverage quilt/mosaic; a premium summary listing all carriers, amounts authorized and price, sorted by coverage layer and detailing any assessments or surcharges; a summary of the Division's exposures; catastrophe modeling summary and results; and any disclosures customarily provided by the Contractor to the Division at the time of renewal. As the Contractor is prohibited from accepting any contingent income, profit sharing, enhanced commissions, or any other form of hidden income for services provided under this Contract, provide a disclosure in the annual summary that no income other than the compensation allowed by the Contract has been received by the Contractor for services provided during the period covered by the annual summary.
- 4.4.3.4 forward policies to the Division as soon as issued or received by the Contractor, or upon instructions by the Division, collect all policies, consolidate them into a policy binder, and submit the policy binder to the Division once all policies have been received;
- 4.4.3.5 ensure the timely billing and payment of all documents and premiums. In the event a Notice of Cancellation has been issued due to nonpayment of premium, act on the Division's behalf to resolve the issue with the Insurer and maintain insurance coverage;

- 4.4.3.6 assist the Division with exposure issues or Insurance Contract provisions as needed on an ongoing basis;
- 4.4.3.7 evaluate the commitment and financial stability of the insurance carriers on an ongoing basis and notify the Division of any changes in the insurance carriers' AM Best ratings;
- 4.4.3.8 notify the Division of any additional coverage that may become available in the marketplace that could be advantageous to the Division and procure such coverage as instructed by the Division;
- 4.4.3.9 as needed but at least semi-annually, present market updates to keep the Division informed of any conditions or developments that may affect existing policies or future insurance placements;
- 4.4.3.10 act as a liaison with insurers that request property inspections and assist the Division in responding to and implementing any recommendations made as a result of those property inspections and
- 4.4.3.11 provide other services that are normally and customarily required of a Broker of Record, with such services to be listed in the response to this ITN.

#### **4.4.4 Claims Administration**

The Contractor shall:

- 4.4.4.1 forward notification provided by the Division to the Insurers of any large losses reported above thresholds to be established by the Insurers for individual and aggregate losses on a per occurrence basis;
- 4.4.4.2 coordinate the selection of a mutually agreed upon adjusting firm that has experience in adjusting catastrophic losses as needed;
- 4.4.4.3 in the event that losses from an occurrence exceed the Division's self-insured retention, as needed, act as an advocate for the Division and as an intermediary among the Division, Insurers and the mutually agreed upon adjusting firm to facilitate communications, data exchange and prompt resolution of claims and
- 4.4.4.4 attend meetings with the Division as needed to discuss insurance and claims issues.

#### **4.4.5 Required Consulting Services**

The Contractor shall:

- 4.4.5.1 advise and assist the Division on issues concerning the Federal Emergency Management Agency (FEMA) Public Assistance Program or National Flood Insurance Program that may affect the Division or the Division's customers;
- 4.4.5.2 advise the Division on the cost and benefits of all appropriate risk financing methods, such as the purchase of reinsurance as opposed to excess insurance, to include financial modeling to support recommendations;
- 4.4.5.3 perform benchmarking studies and provide reports of findings to the Division;
- 4.4.5.4 advise the Division as needed regarding claims, coverage, or other issues that may arise concerning insurance matters;
- 4.4.5.5 advise the Division as needed concerning general and emerging risk management issues and practices;

- 4.4.5.6 provide risk control consultations and training at the program level to the Division; and
- 4.4.5.7 provide general risk control consultations and training to the Division's customers as needed for their agency level loss prevention programs, including COPE documentation inspections, up to 160 hours per Contract Year.

#### 4.4.6 Potential Consulting Services

In addition to the required consulting services described in section 4.4.5, the Contractor shall offer to:

- 4.4.6.1 provide program or industry specific risk management consulting services to assist state agencies or universities in evaluating, managing and implementing their risk management programs. These consulting services will include identification and analysis of loss exposures for the agency or university; identification and examination of feasible alternative risk management techniques for dealing with those loss exposures; assistance in selecting the apparently best risk management techniques; assistance in implementing the selected risk management techniques; and assistance in monitoring the results of the chosen techniques; and
- 4.4.6.2 provide program or industry specific risk control consulting services at the agency or university level in the areas of exposure avoidance, loss prevention, loss reduction, segregation of loss exposures and contractual risk transfer mechanisms.

#### 4.4.7 Reporting

The Contractor shall:

- 4.4.7.1 develop reports, using formats approved in advance by the Division and that comply with the requirements established by the Division; When reporting requirements are not established in this ITN or in the resulting Contract, the Division will provide the Contractor with instructions and submission timeframes. The Division reserves the right to modify established reporting formats resulting from changing priorities or management direction. Report due dates specified in the Contract may be modified if approved in advance and in writing by the Division;
- 4.4.7.2 provide to the Division a renewal notification report three months prior to the renewal date; The report must include anticipated coverage, limit, retention and pricing changes, and availability of coverage. The report must also include a recommended price and coverage negotiating strategy to be used in the upcoming insurance procurement;
- 4.4.7.3 upon approval by the Division, draft market renewal submissions and distribute the submissions to all prospective Insurers at an agreed upon time prior to the renewal date. The market renewal submission shall be developed jointly by the Contractor and Division and shall include all information necessary for the Insurers to make underwriting decisions for the renewal.
- 4.4.7.4 issue the annual program summary of program terms and costs within 30 Calendar Days of program renewal. The summary will include a market review that lists all carriers that were approached, their AM Best rating, insurer status (admitted or non-admitted), marketing status (quoted, declined, accepted, bound), quoted amounts/comments. The summary will also include a synopsis of current market conditions; renewal results with comparisons to the



expiring policies; the renewal program coverage quilt/mosaic; a premium summary listing all carriers, amounts authorized and price, sorted by coverage layer and detailing any assessments or surcharges; a summary of the Insured's exposures; catastrophe modeling summary and results; and any disclosures customarily provided by the Contractor to the Insured at the time of renewal. As the Contractor is prohibited from accepting any contingent income, profit sharing, enhanced commissions, or any other form of hidden income for services provided under this Contract, provide a disclosure in the annual summary that no income other than the compensation allowed by the Contract has been received by the Contractor for services provided during the period covered by the annual summary;

4.4.7.5 upon program renewal, collect all reinsurance or excess Insurance Policies and place them in binders, organized by coverage layer, and submit the binders to the Division within 30 Calendar Days of the renewal; and

4.4.7.6 upon the Division's written request, provide ad hoc reports in a format and medium mutually agreed upon by the Contractor and Division at no additional cost.

## 4.5 **Staffing**

### 4.5.1 **General Staffing Levels**

The Contractor shall maintain staffing levels sufficient to complete the services and meet the requirements specified in this ITN and in the resulting Contract. The Contractor shall be prepared at all times to recruit qualified staff, as required to implement all aspects of the services required in this ITN and in the resulting Contract.

In the event the Division determines that the Contractor's staff or staffing levels are not sufficient to complete the services specified herein, and in the Contract, it may advise the Contractor in writing and the Contractor shall have thirty (30) Calendar Days to remedy the identified staffing deficiencies to the satisfaction of the Division. Failure to remedy staffing deficiencies to the Division's satisfaction may be considered an event of default, or financial consequences may be assessed for minor staffing deficiencies. The Contractor shall reassign any staff whose continued presence would be detrimental to the completion of the Contract services.

### 4.5.2 **Staff Qualifications**

The Contractor's Lead Account Manager or Contract Manager must have one or more of the following certificates or accreditations: Chartered Property Casualty Underwriter (CPCU); Accredited Advisor in Insurance (AAI); Certified Insurance Counselor (CIC); Associate in Risk Management (ARM). The Contractor must employ individuals who are appropriately licensed and registered with the State of Florida. Only licensed and registered employees of the Contractor shall provide services under the Contract.

### 4.5.3 **Contract Manager**

At a minimum, the Contractor shall assign a Contract Manager to work directly with the Division's designated Contract Manager and other staff in providing the services specified in the Contract. The Contractor's Contract Manager shall coordinate all activities between the Division and the Contractor, and shall have authority to revise processes and procedures and assign additional resources, as needed, to maximize the efficiency and effectiveness of services provided under the Contract. If requested by the Division, the Contractor's Contract Manager shall meet with the Division's staff in person, or by telephone during Business Hours at the request of the Division, to discuss any aspect of

the Contract, such as the status of the Contract activities or assignments, Contractor performance, outstanding issues, reports, and documentation.

#### 4.5.4 **Replacement of Staff**

The Contractor shall provide written notification to the Division's designated Contract Manager upon vacancy of its Contract Manager position within two (2) Business Days of the position becoming vacant, or when the Contractor becomes aware that the position will be vacated, whichever is sooner.

In the event the Division determines the Contractor's Contract Manager, or other staff assigned to provide services under the Contract, are not sufficient to properly complete the services specified in this ITN and the resulting Contract, they shall advise the Contractor in writing. The Contractor shall have thirty (30) Calendar Days to remedy the identified staffing deficiency(ies) to the satisfaction of the Division. The Contractor shall replace any staff whose continued presence would be detrimental to the completion of the Contract services.

#### 4.6 **Subcontracting**

Unless approved in advance and in writing by the Division's Contract Managers, the Contractor shall not enter into any subcontract for services to be provided under the Contract. Unless otherwise approved in advance and in writing by the Division's Contract Manager or through a Contract Amendment, staff assigned by the Contractor to provide services under the Contract shall be employees of the Contractor.

#### 4.7 **Contractor Performance**

##### 4.7.1 **Performance Monitoring**

The Contractor shall notify the Division upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion or delivery of any services to be provided under the Contract. The Contractor shall use reasonable efforts to avoid or minimize any delays in performance and shall inform the Division of the steps the Contractor is taking or will take to do so, and the projected actual completion or delivery time. If the Contractor believes a delay in performance by the Division has caused or will cause the Contractor to be unable to perform its Contractual obligations on time, the Contractor shall notify the Division and use reasonable efforts to perform its Contract obligations on time notwithstanding the Division's delay.

##### 4.7.2 **Performance Standards**

The Contractor shall adhere to the performance standards specified in the performance standards table below. The Division reserves the right to impose financial consequences upon the Contractor for failure to comply with the performance standards set forth herein. The Division reserves the right to modify the performance standards or financial consequences as specified herein and as determined necessary at its sole discretion. If financial consequences are imposed, the Division shall either invoice the Contractor for financial consequences imposed by the Division, or reduce non-premium invoices submitted by the Contractor by the amount of the financial consequences.

<b>PERFORMANCE STANDARDS</b>	
<b>Performance Standard</b>	<b>Financial Consequences</b>
<b>Sections 4.4.2.1 &amp; 4.4.7.2. At least</b>	<b>\$100 per Business Day that the renewal</b>

three months prior to Policy Inception, provide to the Division a renewal notification.	notification is provided less than three months prior to Policy Inception
<b>Sections 4.4.2.3 &amp; 4.4.7.3.</b> Prepare and submit formal market submissions to prospective Insurers by a mutually agreed upon submission date.	\$100 per Business Day that the formal market submission is submitted after the agreed upon submission date
<b>Section 4.4.2.8.</b> Bind coverage as directed by the Division.	\$1,000 per Policy not bound according to the Division's directions.
<b>Sections 4.4.3.4 &amp; 4.4.7.4.</b> Within 30 Calendar Days of program renewal, prepare and submit an annual program summary to the Division	\$100 per Business Day after 30 Calendar Days from program renewal that the annual program summary has not been submitted
<b>Sections 4.4.3.5 &amp; 4.4.7.5.</b> Within 30 Calendar Days of program renewal, submit a policy binder to the Division.	\$100 per Business Day after 30 Calendar Days from program renewal that the policy binder has not been submitted
<b>Section 4.4.7.6.</b> As needed, provide ad hoc reports in a medium and format mutually agreed upon and on or before an established due date.	\$100 for each Business Day after the due date that the ad hoc report is not submitted to the Division.
<b>Section 4.5.1.</b> Contractor shall remedy any identified staffing deficiencies within 30 Calendar Days.	At the Division's option, \$100 for each Business Day beyond 30 Calendar Days that the staffing deficiency is not remedied to the Division's satisfaction, or Contract termination due to default
<b>Section 4.5.2.</b> The Contractor's Lead Account Manager or Contract Manager must have one or more of the following accreditations: CPCU, AAI, CIC, ARM.	\$100 for each Business Day that the Contractor's assigned Lead Account Manager or Contract Manager does not have the required accreditation
<b>Section 4.6.</b> Contractor must not enter into any subcontract for services to be provided under the Contract unless approved in advance and in writing by the Division Contract Manager.	\$1,000 for each instance where a subcontractor is used to provide services under the Contract without the advance written approval of the Division's Contract Manager
<b>Section 4.7.3.</b> If a Corrective Action Plan (CAP) is requested by the Division, submit and implement the CAP as specified.	\$100 per Business Day that the CAP is submitted after the specified due date or for each Business Day after the agreed upon implementation date that the deficiency has not been corrected
<b>General Performance Expectations:</b> <ol style="list-style-type: none"> <li>1. All communications marked "urgent" will be responded to on the same day. Phone calls will be returned within 24 hours.</li> <li>2. All communications requiring a response will be responded to within three (3) Business Days of receipt, even if only by an acknowledgement.</li> <li>3. All meetings with the Division where decisions are scheduled to be made, commitments are scheduled to be made, technical advice is</li> </ol>	\$100 for each instance of noncompliance.

<p>scheduled to be given or information is scheduled to be exchanged will be confirmed in writing (email or letter) to the Division at least seven (7) Business Days prior to the meeting date. The Division may waive this requirement when conditions do not allow the required notice to be given.</p> <p>4. Cooperate fully with State of Florida auditors concerning any confirmation or other information necessary to complete an audit.</p>	
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**4.7.3 Corrective Action Plan**

If the Division determines that the Contractor is out of compliance with any of the provisions of the Contract, the Division may require the Contractor to submit a Corrective Action Plan (CAP) within a specified time frame. The CAP shall provide an opportunity for the Contractor to resolve deficiencies without the Division’s invoking financial consequences or more serious remedies, up to and including Contract termination.

In the event that the Division identifies the Contractor’s non-compliance with the Contract, the Division shall notify the Contractor of the occurrence in writing and may request a CAP from the Contractor. The request will identify the non-compliance issue to be addressed by the CAP and will provide a timeframe for the CAP to be returned to the Division for review and approval.

The Contractor will provide the requested CAP to the Division within the timeframe specified by the Division and in a format specified by the Division. The Division may require changes to the CAP and provide a due date for the revised CAP to be submitted for approval by the Division. Once approved, the CAP shall be implemented within the agreed upon implementation date.

If the Contractor fails to submit the CAP by the date requested by the Division, or if the Contractor fails to implement the CAP by the agreed upon implementation date, the Division may assess financial consequences as specified in this section of the ITN, or may consider the Contractor in Default.

## **Attachments**

Attachment A – Contractor’s Information Form

Attachment B – Reference form

Attachment C – Certification of Drug-Free Workplace

Attachment D – Qualification questions and required documents

Attachment E – Proposed draft contract

Attachment F – Schedule of insured values

Attachment G – Technical Reply Requirements and Evaluation Criteria

Attachment H – Technical Reply Worksheets

Attachment I – Preferred Pricing Affidavit

**Attachment A  
Contractor's Information Form**

<b>Contractor Information</b>	
RESPONDENT NAME:	
RESPONDENT FEID NO.:	
MFMP / SPURS VENDOR NO.:	[Enter 's MFMP / MarketView Vendor Number, if Known]
STREET ADDRESS:	
CITY, STATE and ZIP:	
INTERNET ADDRESS:	
TELEPHONE NO.:	
TOLL-FREE NO.:	
FAX NO.:	
<b>Person Responsible For Administering The Contract</b>	
NAME:	
TITLE:	
STREET ADDRESS:	
CITY, STATE and ZIP:	
E-MAIL ADDRESS:	
TELEPHONE NO.:	
TOLL-FREE NO.:	
CELL PHONE NO.:	
FAX NO.:	
<b>Ordering and Remit-To Information Please provide information where Customers should direct orders. You must provide a regular mailing address and e-mail address. If equipped to receive purchase orders electronically, you may also provide an Internet Address.</b>	
REMIT-TO:	
REMIT-TO STREET ADDRESS:	
REMIT-TO CITY, STATE and ZIP:	
REMIT-TO EMAIL and/or INTERNET ADDRESS:	
<b>Note: Please make sure the Ordering Instructions information provided above matches the MyFloridaMarketPlace ("MFMP") Vendor Registration account information: <a href="https://vendor.MFMP.com/">https://vendor.MFMP.com/</a></b>	
PLEASE DUPLICATE ON ADDITIONAL TABS IF NEEDED.	

## Attachment B

### Reference Form

**Instructions:** ITN Section 4.2.3 states “The Contractor must have a minimum of five (5) public entities with TIV of \$5 billion or more as clients and shall provide three (3) of those clients as Client References.”

On the following pages, the Respondent shall provide the information indicated for three (3) separate and verifiable client references. The references listed must be for work similar in nature to that specified in this solicitation. The same reference may not be listed for more than one (1) organization and confidential references shall not be included. In the event the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at that time must be provided in the space provided for Respondent’s Name.

References that are listed as subcontractors in the response will not be accepted as references under this solicitation. Entities having an affiliation with the Respondent (i.e. currently parent, subsidiary having common ownership, having common directors, officers or agents or sharing profits or liabilities) may not be accepted as references under this solicitation.

The Department will attempt to contact the three (3) references provided by the Respondent. The total number of references contacted to complete an Evaluation Questionnaire for Past Performance for any response will be three (3).

References should be available for contact during normal business hours, 9:00 AM – 5:00 PM, Eastern Time. The Department will attempt to contact each reference by telephone up to four times. In the event the contact person indicated cannot be reached following four attempts or is unwilling to provide the requested information, the Department will note these events for that reference evaluation. The Department will not correct incorrectly supplied information.

Additionally, the Department reserves the right to contact references other than those identified by the Respondent to obtain additional information regarding past performance. Any information obtained as a result of such contact may be used to determine whether or not the Respondent is a “responsible vendor”, as defined in section 287.012(24), Florida Statutes.

**Reference #1**

<b>Respondent's Name:</b>	
<b>Reference's Name:</b>	
<b>Address:</b>	
<b>Primary Contact Person:</b>	<b>Alternate Contact Person:</b>
<b>Primary Phone Number:</b>	<b>Alternate Phone Number:</b>
<b>Primary Fax Number:</b>	<b>Alternate Fax Number:</b>
<b>Contract Performance Period:</b>	
<b>Location of Services:</b>	
<b>Brief description of the services performed for this reference:</b>	



**Reference #2**

<b>Respondent's Name:</b>	
<b>Reference's Name:</b>	
<b>Address:</b>	
<b>Primary Contact Person:</b>	<b>Alternate Contact Person:</b>
<b>Primary Phone Number:</b>	<b>Alternate Phone Number:</b>
<b>Primary Fax Number:</b>	<b>Alternate Fax Number:</b>
<b>Contract Performance Period:</b>	
<b>Location of Services:</b>	
<b>Brief description of the services performed for this reference:</b>	

**Reference #3**

<b>Respondent's Name:</b>	
<b>Reference's Name:</b>	
<b>Address:</b>	
<b>Primary Contact Person:</b>	<b>Alternate Contact Person:</b>
<b>Primary Phone Number:</b>	<b>Alternate Phone Number:</b>
<b>Primary Fax Number:</b>	<b>Alternate Fax Number:</b>
<b>Contract Performance Period:</b>	
<b>Location of Services:</b>	
<b>Brief description of the services performed for this reference:</b>	

## Attachment C

### Certification of Drug-free Workplace Program

**287.087 Preference to businesses with drug-free workplace programs.**--Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. False statements are punishable at law.

Contractor: \_\_\_\_\_

Authorized representative: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment D

### Qualification questions and required documents

Qualification Questions	
<b>Question 1</b>	Does the Respondent certify that it is not a defaulting vendor per Rule 60A-1.006, Florida Administrative Code?
<b>Question 2</b>	Does the Respondent certify that it is not on the Convicted Vendor and Discriminatory Vendor Lists as defined in the PUR 1001?
<b>Question 3</b>	Does the Respondent certify that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List established by section 215.473, Florida Statutes?
<b>Question 4</b>	Does the Respondent certify that its company has a current and active registration with the Florida Department of State, Division of Corporations, accessible at the website: <a href="http://sunbiz.org/">http://sunbiz.org/</a> ?
<b>Question 5</b>	Does the Respondent certify that it has a minimum of at least five (5) continuous years' experience in providing the services specified in Section 4 of this ITN?
<b>Question 6</b>	Does the Respondent certify that it holds contracts with a minimum of five (5) public entities with TIV of \$5 billion or more?
<b>Question 7</b>	Does the Respondent certify that it is authorized to respond on behalf of its company to this ITN?

Required Document 1	
<b>Name:</b>	<b>Contractor Information Form</b>
<b>Instructions:</b>	Respondent shall submit one completed Vendor Information Form (Attachment A) with the response. This form identifies persons responsible for answering questions about the response.
Required Document 2	
<b>Name:</b>	<b>Financial Status</b>
<b>Instructions:</b>	<p>The Respondent shall provide information regarding its financial status in order to demonstrate that it is financially stable and has the resources necessary to perform the services outlined in this ITN on a statewide basis.</p> <p>Respondents are to include financial statements created in accordance with Generally Accepted Accounting Principles for the last three years. (Financial documentation may be combined into one file and uploaded as one document.)</p> <p>The Department reserves the right to evaluate the financial status of any or all Respondents before making an award decision.</p>
Required Document 3	

<b>Name:</b>	<b>References</b>
<b>Instructions:</b>	The Respondent shall submit the Reference Forms (Attachment B) for three clients.
<b>Required Document 4</b>	
<b>Name:</b>	<b>Certification of Drug Free Workplace</b>
<b>Instructions:</b>	The Respondent shall submit a completed Drug Free Workplace (Attachment C) form with the proposal.
<b>Required Document 5</b>	
<b>Name:</b>	<b>Insurance Coverage</b>
<b>Instructions:</b>	The Respondent shall submit a copy of the company's Liability insurance policy, declaration page.
<b>Required Document 6</b>	
<b>Name:</b>	<b>Insurance Licenses</b>
<b>Instructions:</b>	The Respondent shall submit a copy of the Lead Account Manager's or Contract Manager's current valid Florida resident or non-resident excess and surplus lines license.
<b>Required Document 7</b>	
<b>Name:</b>	<b>Certificates or Accreditations</b>
<b>Instructions:</b>	<p>The Respondent shall submit a copy(s) of the certificates or accreditations that the lead Account Manager or Contract Manager to be assigned to manage the Contract currently maintains. These shall include one or more of the following:</p> <ul style="list-style-type: none"> <li>• Chartered Property Casualty Underwriter (CPCU)</li> <li>• Accredited Advisor in Insurance (AAI)</li> <li>• Certified Insurance Counselor (CIC)</li> <li>• Associate in Risk Management (ARM)</li> </ul>

# Attachment E

## Proposed Draft Contract



DRAFT  
CONTRACT.docx



4050 Esplanade Way  
Tallahassee, Florida 32399-0950  
Tel: 850.488.2786 | Fax: 850. 922.6149

Rick Scott, Governor

Craig J. Nichols, Agency Secretary

---

**CONTRACT**  
**FOR**  
**<<COMMODITY AND/OR SERVICES>>**  
**<<SOLICITATION NO:>>**  
**BETWEEN**  
**THE STATE OF FLORIDA**  
**DEPARTMENT OF MANAGEMENT SERVICES**  
**AND**  
**<<PARTY NAME>>**

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## 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 [INSERT VENDOR NAME] (Contractor).

The Contractor responded to the Department's <<Solicitation No. 00000>> "<<Title>>." The parties enter into this contract in accordance with the terms and conditions of the solicitation <<and subsequent negotiation>>.

This is a contract for Brokerage Services, #####, between the State of Florida, acting by and through the Department of Management Services (herein referred to as the "Department"), an agency for the State of Florida, with offices at 4050 Esplanade Way, Suite 305, Tallahassee, FL 32399, for the benefit of the Department of Financial Services, Division of Risk Management (herein referred to as the "Insured"), and CONTRACTOR. (herein referred to as "Broker of Record"), a Delaware Corporation, a for-profit corporation authorized to do business in Florida, each referred to herein as "Party," and collectively referred to as the "Parties." The parties therefore agree as follows.

### SECTION 1. DEFINITIONS

The following definitions apply in addition to the definitions listed in Form PUR 1000, section 287.012, Florida Statutes, Rule 60A-1001, Florida Administrative Code, and section 1.3 of the ITN:

- 1.1 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."
- 1.2 Contract Manager – The representative designated by the Department who will oversee all aspects of the Contract, ensure that performance expectations are met, and who will serve as the primary point of contact for the Contractor.

<<Insert definitions specific to the contract and statement of work>>

### SECTION 2. TERM

#### 2.1 Initial Term

The initial term of the Contract will be for <<X>> years. The initial contract term shall begin on <<Contract Start Date>> or on the last date it is signed by all parties, whichever is later.

#### 2.2 Renewal Term

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part, for renewal terms up to <<insert the renewal term language off the solicitation>>. Any renewals shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds. The Contractor shall not charge any costs for renewing the contract.

### 2.3 Termination

<<Insert any relevant termination provisions that modify or are in addition to the sections 22 or 23 in the PUR 1000>>

## SECTION 3. PAYMENTS

### 3.1 Pricing

The Contractor shall adhere to the prices as stated in Attachment <<X>>, which is incorporated by reference into the Contract.

### 3.2 Price Adjustments

<<Add any language related to any allowance of price increases or decreases: if and when they will be allowed; and how they will be determined>>

### 3.3 Detail of Bills

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.

### 3.4 Bills for Travel

Bills for travel expenses, if permitted, must be submitted in accordance section 112.061, Florida Statutes.

### 3.5 Payments

The parties agree that payments under this contract shall be made <<monthly, quarterly, annually, upon receipt of deliverables>>.

### 3.6 Final Invoice

Unless renewed or extended, the criteria in Section XX of the Scope of Work must be completed by<< insert date>>.

### 3.7 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 DOCUMENT

### Contract Documents & Hierarchy

This document and the exhibits listed below constitute the Contract, The Contract sets forth the entire understanding of the parties. In the event of conflict, this document and the exhibits will be interpreted according to the following order of priority (highest to lowest):

4.1 This document

4.2 Statement of Work, Attachment A

4.3 The General Contract Conditions - PUR 1000, which are incorporated by reference, and available at:

<http://www.dms.myflorida.com/content/download/2933/11777/version/6/file/1000.pdf>

4.4 <<Insert any other attachments or documents that are relevant.>>

## **SECTION 5. CONTRACT ADMINISTRATION**

### **5.1 Department Contract Administrator**

The Contract Administrator who will maintain and oversee this Contract is:

<<Insert name and contact information of Contract Administrator>>

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

### **5.2 Contract Manager**

The Contract Manager who will manage and monitor the Contractor's performance of its duties and obligations pursuant to the terms of this Contract is:

<<Insert name and contact information of Contract Managers>>

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

### **5.3 Primary and secondary contacts for the Contractor**

<<Insert name and contact information for Contractor>>

The primary liaison for the Contractor for this Contract is:

Name:  
Company:  
Address:  
Telephone:  
Fax:  
E-mail:

The secondary liaison for the Contractor for this Contract is:

Name:  
Company:  
Address:  
Telephone:  
Fax:  
E-mail:

### **5.4 Diversity Reporting**

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, and veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the

Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or osdhelp@dms.myflorida.com.

Upon request, the Contractor shall report to the Department, spend with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this Contract.

## **SECTION 6. COMPLIANCE WITH LAWS**

This Section shall incorporate all the terms of Section 3 of the ITN as if fully set forth herein. Additionally, all modifications and additions to the terms on which the parties agree following negotiations shall be incorporated as if fully set forth herein.

## **SECTION 7. INSURANCE REQUIREMENTS**

The following requirements shall replace Section 35 of the PUR 1000 in its entirety.

### **7.1 Self-Insurance**

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. During the Contract term, the Contractor at its sole expense shall provide Commercial General Liability, Errors and Omissions, and Workers Compensation Insurance.

This Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.

### **7.2 Certificates of Insurance**

Certificates of Insurance shall be in effect within ten (10) calendar days after date of Award through the end of the Contract term. It is the Contractor's responsibility to provide all relevant certificates and endorsements as proof of such insurance or proof of its ability to self-insure, including renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of any insurance to the Department's Contract Manager.

NOTE: Certificates of Insurance for the Insured shall be provided and the Certificate Holder's Name upon the certificates shall be:

The State of Florida, Department of Financial Services, Division of Risk Management  
C/O: Department of Management Services  
Division of State Purchasing,

4050 Esplanade Way, Suite 360  
Tallahassee, FL 32399-0950

## **SECTION 8. PUBLIC RECORDS**

### **8.1 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.

### **8.2 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.

### **8.3 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.

### **8.4 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.

### **8.5 Contractor as Agent**

If, under this Contract, the Contractor is providing services and is acting on behalf of the Department as provided under section 119.011(2), Florida Statutes, the Contractor, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

- 8.5.1** Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.
- 8.5.2** Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 8.5.3** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 8.5.4** Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

## **SECTION 9. INTELLECTUAL PROPERTY**

The parties do not anticipate that any intellectual property will be developed as a result of this contract. However, any intellectual property developed as a result of this Contract will belong to, and be the sole property of, the state. This provision will survive the termination or expiration of this Contract.

## **SECTION 10. E-VERIFY**

Pursuant to State of Florida Executive Order Number 11-116, the Contractor is required to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the employment of all new employees hired by the Contractor during the Contract term. Also, the Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Contract term.

In order to implement this provision, the Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) days of Contract execution.

If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five (5) days of Contract execution. The link to E-Verify is provided below.

<http://www.uscis.gov/e-verify>

Upon each Contractor or subcontractor new hire, the Contractor shall provide a statement within five (5) days to the Contract Manager identifying the new hire with its E-Verify case number.

## **SECTION 11. SCRUTINIZED COMPANY LIST**

In executing this Contract, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

## **SECTION 12. 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 U.S. and will not be transferred outside of the U.S. 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 U.S.

## **SECTION 13. RECORDS RETENTION**

The Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this the Contract. Contractor shall retain all documents related to this Contract in compliance with the rules of the Florida Department of State.

## **SECTION 14. GIFTS**

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

## **SECTION 15. VENDOR OMBUDSMAN**

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, Florida Statutes, which include disseminating information relative to prompt payment and assisting vendors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

## **SECTION 16. 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, and direct the development, by the Contractor, of a corrective action plan. This provision will not limit the Department's termination rights.

## **SECTION 17. AUDITS**

The Department may conduct or have conducted performance and/or compliance audits of any and all areas of the Contractor and/or Subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's (and Subcontractors') data and records that directly relate to the Contract Services. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with Subcontractors, partners or agents of the Contractor, pertaining to this Contract, may be inspected by the Department upon fifteen (15) days' notice, during normal working hours, and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The State's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

## **SECTION 18. PERFORMANCE BOND**

The Contractor shall provide a performance bond in the amount of <<to be completed upon negotiations>>

## **SECTION 19. PREFERRED PRICE AFFIDAVIT REQUIREMENT**

The Contractor shall submit to the Department, at least annually. The affidavit for execution will be provided by the Department annually.>>

## **SECTION 20. SPECIFIC APPROPRIATION**

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

Insert section from Appropriations Act>>



Attachment A

Deliverables and Consequences for non-delivery

## Attachment F

### **Schedule of Insured Values and Certificates of Coverage**

The certificates will be provided as separate documents.

# Attachment G

## Evaluation Criteria for Attachment H score sheet



ATTACHMENT  
G.docx

# Attachment G

## Technical Response Requirements and Evaluation Criteria

### 1 Overview of the Evaluation Criteria

Respondent shall prepare its Technical Response (Attachment H) according to the instructions provided in this attachment. Attachment H, Technical Response Worksheet, contains the following sections which Respondent must complete:

CRITERION 1 – Insured Governmental Entities

CRITERION 2 – Account Manager/Key Personnel Certifications

CRITERION 3 – Current Surplus Lines Licenses and Registrations

CRITERION 4 – Additional Broker Advantages

CRITERION 5 – Current contractual relationships with excess insurers and reinsurers

Respondent shall use Attachment H (Excel®) to submit its Technical Response. Attachment H will be used by the Department to evaluate Respondent's Technical Response. Respondent shall complete only the yellow cells for each section in Attachment H. The Department has locked all other cells in the attachment and the Respondent shall not edit or reformat the attachment in any way.

### 2 Insured Governmental Entities (Criterion 1 Worksheet)

Respondent shall demonstrate that within the previous five years its company provided excess property insurance or reinsurance coverage for at least five governmental entities, each with greater than \$5 billion in total insured value.

#### 2.1 Instructions

Respondent shall list the governmental entities by name, and indicate "yes" for the amount of total insured value that corresponds to that governmental entity (only one "Yes" response per row will be scored).

#### 2.2 Supporting Documentation

Respondent shall upload documentation as a single PDF into MFMP Sourcing that supports its answers to Criterion 1. At a minimum, Respondent shall provide a list of the governmental entities and total insured value.

### 3 Account Manager/Key Personnel Certifications (Criterion 2 Worksheet)

Respondent shall demonstrate that its company's account manager(s) or other key personnel possess one or more of the certifications specified.

### **3.1 Instructions**

Respondent shall list its account manager(s) or other key personnel in the spaces provided, and input a yes or no response to indicate which of the following certification(s) is held by the individual:

- a) Chartered Property Casualty Underwriter
- b) Accredited Advisor in Insurance
- c) Certified Insurance Counselor
- d) Associate in Risk Management

### **3.2 Supporting Documentation**

Respondent shall upload documentation as a single PDF into MFMP Sourcing that supports its answers to Criterion 2. At a minimum, Respondent shall upload copies of the certifications for each individual listed.

## **4 Current Surplus Lines Licenses and Registrations (Criterion 3 Worksheet)**

Respondent shall list its account manager(s) or other key personnel in the spaces provided, and indicate whether each individual possess a current and active surplus lines license issued by the Florida Office of Insurance Regulation, and a current and active surplus lines agent registration with the Florida Surplus Lines Service Office.

### **4.1 Instructions**

Respondent shall complete the appropriate cells by indicating “Yes” or “No” as applicable.

### **4.2 Supporting Documentation**

Respondent shall upload documentation as a single PDF into MFMP Sourcing that supports their answers to Criterion 3. At a minimum, Respondent shall upload copies of the licenses and registrations for each individual listed.

## **5 Additional Broker Advantages (Criterion 4 Worksheet)**

Respondent shall indicate which of the listed Broker of Record advantages its company possesses or provides to enhance its ability to provide enterprise risk loss, risk control, and other risk management services required by the State.

### **5.1 Instructions**

Respondent shall complete the appropriate cells by indicating “Yes” or “No” as applicable.

### **5.2 Supporting Documentation**

Respondent shall upload documentation as a single PDF into MFMP Sourcing that supports its answers to Criterion 4. At a minimum, Respondent shall provide documentation describing the advantages its company possesses or provides.

## **6 Current contracting relationships for excess insurance and reinsurance (Criterion 5 Worksheet)**

Respondent shall indicate whether its company within the previous three years established still existing contractual relationships with the companies listed for provision of excess property insurance or reinsurance coverage.

**6.1 Instructions**

Respondent shall complete the appropriate cells by indicating “Yes” or “No” as applicable.

**6.2 Supporting Documentation**

Respondent shall upload documentation as a single PDF into MFMP Sourcing that supports its answers to Criterion 5.

# Attachment H

## Evaluation score sheet



Attachment H.xlsx

**CRITERION 1 – Insured Governmental Entities**

Within the previous five years, has your company provided excess property insurance or reinsurance brokerage services with greater than \$5 billion in total insured value? List the governmental entities below.

Item #	Name of insured	TIV over \$5 billion	TIV between \$3 and \$5 billion	TIV between \$1 and \$3 billion
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				

One, three, or five points are awarded once for the highest level of achievement according to the following:  
5 points for minimum three or more placements for governmental insureds exceeding a minimum of \$5 billion TIV  
3 points for one to two placements for governmental insureds exceeding a minimum of \$5 billion TIV  
1 point for no placements for governmental insureds exceeding a minimum of \$5 billion TIV



**CRITERION 2 – Account Manager/Key Personnel Certification**

Do your company's account manager(s) or other key personnel that would be assigned to the Florida account possess any of the following certifications? Limit list to 10 personnel.

<b>Item #</b>	<b>Name and Position Title of Account Manager(s) or Other Key Personnel</b>	<b>Chartered Property Casualty Underwriter</b>	<b>Accredited Advisor in Insurance</b>	<b>Certified Insurance Counselor</b>	<b>Associate in Risk Management [ARM &amp; ARM-P]</b>
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

1 point per certification per person for each "yes" response

**CRITERION 3 – Current Surplus Lines Licenses and Registrations**

Do your company's account manager(s) or other key personnel possess current and active surplus lines licenses issued by the Florida Office of Insurance Regulation, and current and active surplus lines agent registrations with the Florida Surplus Lines Service Office?

Item #		Yes/No
1	Key personnel possess current and active surplus lines licenses issued by the State of Florida's Office of Insurance Regulation	
2	Key personnel possess current and active surplus lines agent registrations with the Florida Surplus Lines Service Office	

3 points for "yes"; 0 points for "no"

**CRITERION 4 – Additional Broker Advantages**

Does your company possess or provide the following Broker of Record advantages to enhance its ability to provide enterprise risk loss, risk control, and other risk management services required by the State?

Item #		Yes/No
1	Dedicated in-house risk loss, risk control, and other risk management consulting unit or team based in Florida	
2	Tools and resources to develop Risk Mapping, Risk Calculators, Risk Matrixes, self-assessment and self-reporting, for commencement and implementation of enterprise risk management for the State	
3	Dedicated claims filing assistance unit	
4	Two or more Florida headquarters or service offices	

5 points for each "yes" response with a Broker of Record advantage

**CRITERION 5 – Current contractual relationships with excess insurers and reinsurers**

Within the previous three years, has your company established continuously existing contractual relationships with the following companies for provision of excess property insurance or reinsurance coverage?

Item #		Yes/No
1	Munich Reinsurance Company	
2	Swiss Re Ltd.	
3	Hannover Rueckversicherung AG	
4	Lloyd's	
5	SCOR S.E.	
6	Berkshire Hathaway Inc.	
7	Reinsurance Group of America Inc.	
8	China Reinsurance Group	
9	Korean Reinsurance Company	
10	PartnerRe Ltd.	
11	State whether your company's key personnel and principals have directly bargained and negotiated with global excess insurers and reinsurers, and secured coverage for government entity insureds without your company's use of agents, subcontractors, or other intermediaries.	

2 points for each "yes"; 0 points for each "no"