

**TITLE PAGE**  
**STATE OF FLORIDA**  
**DEPARTMENT OF LEGAL AFFAIRS**  
**OFFICE OF THE ATTORNEY GENERAL**



**INVITATION TO BID**  
**ITB DLA-2025.02**  
**SERVICE OF PROCESS**

**Respondent Name:** \_\_\_\_\_

**Respondent Mailing Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Phone Number: (    )** \_\_\_\_\_

**Fax Number: (    )** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Federal Employer Identification Number (FEIN):** \_\_\_\_\_

**BY AFFIXING MY SIGNATURE ON THIS BID, I HEREBY STATE THAT I HAVE READ THE ENTIRE ITB TERMS, CONDITIONS, PROVISIONS, SPECIFICATIONS AND ALL ITS ATTACHMENTS, INCLUDING THE REFERENCED PUR 1000 AND PUR 1001. I hereby certify that my company, its employees, and its principals agree to abide by all the terms, conditions, provisions, and specifications during the competitive solicitation and any resulting Contract.**

**Signature of Authorized Representative:** \_\_\_\_\_

**Printed (Typed) Name and Title:** \_\_\_\_\_

**\*An authorized representative is an officer of the respondent's organization who has legal authority to bind the respondent's organization to the provisions of the Bid. This usually is the President, Chairman of the Board or owner of the entity.**

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## SECTION 1

## PURPOSE AND GENERAL INFORMATION

### 1.1 Purpose

The purpose of this Invitation to Bid (ITB) is to seek competitive pricing on behalf of the State of Florida, Department of Legal Affairs, Office of the Attorney General, hereafter referred to as the OAG, for purposes of Service of Process functions and all required services to affect the Service of Process.

### 1.2 Definitions

In addition to the PUR 1000 and PUR 1001 definitions, the following definitions also apply to this ITB. In the event of a conflict between the definitions below and the PUR 1000 or PUR 1001, the following definitions will control:

|                           |                                                                                                                                                                                                                                                                                          |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Bid</b>                | The complete written submission in response to this ITB by a Respondent.                                                                                                                                                                                                                 |
| <b>Business Days</b>      | Monday through Friday, excluding state holidays                                                                                                                                                                                                                                          |
| <b>Business Hours</b>     | 8 a.m. to 5 p.m., Eastern Time                                                                                                                                                                                                                                                           |
| <b>Calendar Days</b>      | All days, including weekends and state holidays                                                                                                                                                                                                                                          |
| <b>Contract</b>           | The formal written agreement or Purchase Order that will be entered into between the OAG and the Contractor.                                                                                                                                                                             |
| <b>Contractor</b>         | The Respondent with whom the OAG executes a contract with to provide the required commodities or services.                                                                                                                                                                               |
| <b>Minor Irregularity</b> | As used in the context of this solicitation, indicates a variation from the ITB terms and conditions which does not affect the price of the Bid, or give the Respondent an advantage or benefit not enjoyed by other Respondents, or does not adversely impact the interests of the OAG. |
| <b>Respondent</b>         | Any firm or person who submits a Bid to the OAG in response to this ITB.                                                                                                                                                                                                                 |
| <b>Service Area 1</b>     | Service of Process performed within the state of Florida.                                                                                                                                                                                                                                |
| <b>Service Area 2</b>     | Service of Process performed within the United States, including its Territories and Commonwealths.                                                                                                                                                                                      |
| <b>Service Area 3</b>     | Service of Process performed outside of the United States, including its Territories and Commonwealths.                                                                                                                                                                                  |
| <b>Service Attempt</b>    | The act of performing a Service of Process, successful or not, to a recipient. The number of required Attempts will vary between Service Areas. These will only be performed during certain appropriate times, detailed by the Service Options.                                          |
| <b>Service Level</b>      | The type of service requested by the OAG for the Contractor to perform. Service Levels are classified as "Routine, Priority, and Express".                                                                                                                                               |
| <b>Service Option</b>     | One of three timeframes that are appropriate for attempting a Service of Process.                                                                                                                                                                                                        |
| <b>State</b>              | State will be synonymous with the state of Florida and its various agencies and other governmental subdivisions.                                                                                                                                                                         |

|                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Subcontractor</b>                   | Any firm or person other than an employee of the Contractor who performs any services required by the Contract.                                                                                                                                                                                                                                                                                                                                                              |
| <b>Vendor Information Portal (VIP)</b> | The system which allows all State Agencies to advertise solicitations on MyFlorida.com, hosted by the Department of Management Services. It also permits registered Vendors to receive automatic email notification of solicitation advertisements, addendums to solicitation, and exceptional purchases. The state of Florida's internet- based vendor information system at: <a href="http://vendor.myfloridamarketplace.com">http://vendor.myfloridamarketplace.com</a> . |

### 1.3 Procurement Officer and Restriction on Communications

Pursuant to section 287.057(25), Florida Statutes, Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. **Violation of this provision may be grounds for rejecting a Bid.** For expediency, and in the OAG's sole discretion, the Procurement Officer may initiate phone calls to Respondents to resolve procedural or administrative issues.

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

The named Procurement Officer for this solicitation is:

**Kyle Jones-Furiato, GSA**  
**Bureau of General Services**  
**Office of the Attorney General**  
**State of Florida, Department of Legal Affairs**  
**107 West Gaines Street, Collins Building**  
**Tallahassee, FL 32301**  
**Telephone: 850-414-3925**  
**Email: [Kyle.JonesFuriato@myfloridalegal.com](mailto:Kyle.JonesFuriato@myfloridalegal.com)**

### 1.4 Accessibility for Disabled Persons

Any person requiring special accommodation due to a disability should advise the Procurement Officer no later than five business days prior to the event for which the accommodation may be needed. A person who is hearing or speech impaired can contact the Procurement Officer by using the Florida Relay Service at (800) 955-8771.

### 1.5 Cooperation with Inspector General

By submitting a Bid for this solicitation, the Respondent understands its duty, pursuant to section 20.055(5), Florida Statutes, to cooperate with the Inspector General in any investigation, audit, inspection,

review, or hearing, in the event the Respondent is awarded the Contract. The Respondent will comply with this duty and ensure that subcontracts issued under the Contract, if any, impose this requirement, in writing, on its subcontractors.

## **1.6 Convicted Vendor List**

Pursuant to section 287.133(2)(a), Florida Statutes, “[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, Bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, Bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, Bids, or replies 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.”

## **1.7 Discriminatory Vendor List**

Pursuant to section 287.134(2)(a), Florida Statutes, “[a]n entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, Bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, Bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, Bids, or replies 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.”

## **1.8 Antitrust Violator Vendor List**

Pursuant to section 287.137(2)(a), Florida Statutes, “[a] person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, Bid, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, Bid, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, Bid, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.”

## **1.9 Public Entity Crime**

Pursuant to section 287.137(2)(a), Florida Statutes, “[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 response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response 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.”

## SECTION 2 ITB PROCESS

### 2.1 Overview of the ITB

An ITB is a method of competitively soliciting a commodity or contractual service under section 287.057(1)(a), Florida Statutes. Respondents may submit questions regarding this ITB to the Procurement Officer during the Question-and-Answer Period described in **Section 2.3**.

Respondents must submit Bids by the deadline listed in **Section 2.2, Schedule of Events**. If the OAG awards a Contract resulting from this ITB, the OAG will award the Contract to the responsible and responsive Respondent(s) whose Bid is deemed to be the lowest responsive bid based upon the criteria set forth in the ITB.

### 2.2 Schedule of Events

The following time schedule will be strictly adhered to in all actions relative to this ITB, unless modified by the OAG by addendum to this ITB. No liability to the OAG will result from such deviations. All required respondent actions must be completed by the date and time in the schedule.

| Event                                            | Location                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Date/Time                                                   |
|--------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| ITB Posted to VIP                                | <a href="https://vendor.myfloridamarketplace.com/">https://vendor.myfloridamarketplace.com/</a>                                                                                                                                                                                                                                                                                                                                                                                                                | July 15, 2025                                               |
| Written Questions Submittal Deadline             | Email Procurement Officer at:<br><a href="mailto:Kyle.JonesFuriato@myfloridalegal.com">Kyle.JonesFuriato@myfloridalegal.com</a>                                                                                                                                                                                                                                                                                                                                                                                | July 21, 2025                                               |
| Anticipated posting date of Answers to Questions | <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main menu</a>                                                                                                                                                                                                                                                                                                                                                                                                                | July 23, 2025                                               |
| Bid Due Date and Opening                         | The Office of the Attorney General<br>Bureau of General Services, Purchasing<br>Collins Building<br>107 W. Gaines Street<br>Tallahassee, Florida, 32301<br><br>Bids must be addressed to the Procurement Officer.<br><br>The public may attend the public opening but may not review any bids, ask questions, or make comments at that time in accordance with section 119.071(1)(b)2, Florida Statutes. Only the names of Respondents and the names of any firms submitting “no response” will be read aloud. | July 29, 2025<br>Bids due at 2pm.<br>Bids opened at 2:30pm. |
| Anticipated Posting Date of Award                | <a href="https://vendor.myfloridamarketplace.com/">https://vendor.myfloridamarketplace.com/</a>                                                                                                                                                                                                                                                                                                                                                                                                                | August 4, 2025                                              |

|                                                |  |                       |
|------------------------------------------------|--|-----------------------|
| <b>Anticipated<br/>Contract Start<br/>Date</b> |  | September<br>10, 2025 |
|------------------------------------------------|--|-----------------------|

### 2.3 Questions

All questions regarding the content of this ITB must be received by the Procurement Officer within the time indicated in **Section 2.2, Schedule of Events**. Verbal questions or those submitted after the date specified in the Schedule of Events will not be addressed. Answers to questions submitted in accordance with the ITB Schedule of Events will be posted on the VIP. Respondents are asked to use the following format when submitting questions:

| <b>CONTRACTOR NAME</b>                    |                     |
|-------------------------------------------|---------------------|
| <b>ITB DLA 2025.02 Service of Process</b> |                     |
| <b>QUESTION</b>                           | <b>OAG'S ANSWER</b> |
|                                           |                     |

### 2.4 Costs of Developing and Submitting Bid and Ownership

Neither the OAG nor the state of Florida is liable for any of the costs incurred by a Respondent in preparing and submitting a Bid. All Bids become the property of the OAG upon receipt and will not be returned to the Respondents once received. The OAG will have the right to use any ideas or adaptations of ideas contained in any Bids received in response to this ITB. Selection or rejection of a Bid will not affect this right.

### 2.5 Addendums

The OAG reserves the right to modify this solicitation by addenda. All addenda to this ITB will be posted on the VIP. It is the Respondent's responsibility to monitor the VIP for any solicitation notifications and addendums.

### 2.6 Legal Requirements

Applicable provisions of all federal, state, county, and local laws and administrative procedures, regulations, or rules will govern the development, submittal and evaluation of all Bids received in response to this ITB and will govern all claims and disputes which may arise between persons submitting a Bid hereto and the OAG. Lack of knowledge of the law or applicable procedures, regulations or rules by any Respondent will not constitute a cognizable defense against their effect.

### 2.7 Identical Scoring of Bids

In the event of tied scoring from two or more Respondents, the OAG will determine the order of award in accordance with the law, including giving due weight to preferences set forth in Chapter 287, Florida Statutes. The Procurement Officer will notify the affected Respondents of next steps in the event tied

scoring occurs. If the application of the preferences in Chapter 287, Florida Statutes fail to resolve the identical bids, the OAG will determine the award by a means of random selection (e.g., a coin toss or drawing of numbers).

## **2.8 Conflict of Interest and Disclosure**

Respondents must comply with the provisions of section 112.313, Florida Statutes, and disclose in their Bid the name of any officer, director, employee, or other agent is an employee of the OAG or the state of Florida. Respondents must disclose in its Bid the name of any OAG or State employee who owns, directly or indirectly, an interest of five percent or more in the Respondent or its affiliates.

## **2.9 Modifications and Withdrawal of Bid**

A Respondent may modify or withdraw its Bid at any time prior to the submittal deadline, specified in **Section 2.2, Schedule of Events**, by submitting a request to the Procurement Officer. Requests for modification or withdrawal of a submitted Bid must be in writing and signed by an authorized signatory of the Respondent. Upon receipt and acceptance of such a request, the entire Bid will be returned to the Respondent and will not be considered unless resubmitted by the Bid due date and time.

## **2.10 Bid Tenure**

All Bids are binding for 180 calendar days following the Bid opening date.

## **2.11 Non-Exclusive Rights**

The right to provide the commodities and services which will be granted under the Contract will not be exclusive. The OAG reserves the right to contract for and purchase commodities and services from as many firms as it deems necessary without infringing upon or terminating the Contract.

## **2.12 Registered to do Business in the State**

All limited liability companies, corporations, corporations not for profit, and partnerships seeking to do business with the State must be registered with the Florida Department of State in accordance with the provisions of Chapters 605, 607, 617, and 620, Florida Statutes, respectively, prior to Contract execution. The OAG retains the right to ask for verification of compliance before Contract execution. Failure of the selected Respondent to have appropriate registration may result in withdrawal of Contract award.

## **2.13 Minimum Qualifications and Experience**

Respondent must have a minimum of 5 years' experience in performing service of process activities. Additionally, the Respondent must be capable of serving all 50 states, and its territories and commonwealths, as well as providing international service of process. The OAG reserves the right to contact all referenced entities during this solicitation to verify the Respondent's listed experience. Supporting documentation must include at a minimum the following and be submitted with the Bid:

### **2.13.1 Company or Agency name**

**2.13.2** Address

**2.13.3** City, State, Zip Code

**2.13.4** Contact Name, Phone Number, and Email Address

**2.13.5** General Description of Work Performed (related to the scope of this solicitation)

**2.13.6** Service Dates (Beginning and End Dates)

## **2.14 Subcontractors**

Respondent may enter into written subcontracts to perform the services referenced in **Section 4.0, Scope of Work**, of the ITB. Anticipated subcontract agreements known at the time of Bid submission must be identified in the Bid. If a subcontract has been identified at the time of Bid submission, a copy of the proposed subcontract must be submitted to OAG. No subcontract that the Contractor enters into with respect to performance under the Contract will in any way relieve the Contractor of any responsibility for the performance of its contractual responsibilities with the OAG. The OAG reserves the right to request and review information in conjunction with its determination regarding a subcontract request.

## **2.15 Use of Coercion for Labor or Services**

Pursuant to section 787.06(13), Florida Statutes, Respondent must sign **Attachment C, PUR2024, Use of Coercion for Labor or Services Attestation**, and submit the completed form with the Bid. Failure to complete the form in its entirety and submit it with the Bid may result in the Respondent being deemed nonresponsive.

## **2.16 Foreign Country of Concern**

Pursuant to section 287.138(4)(a), Florida Statutes, Respondent must sign **Attachment D, PUR1355, Foreign Country of Concern Attestation**, and submit the completed form with the Bid. Failure to complete the form in its entirety and submit it with the Bid may result in the Respondent being deemed nonresponsive.

# **SECTION 3 CONTRACT CONTENTS**

## **3.1 Term of Contract**

It is anticipated that the Contract will be for five years, beginning September 10, 2025, or the Contract execution date, whichever is later, and will end on September 9, 2030, unless renewed by the parties. The Contract may be renewed, in whole or in part, for no more than three years beyond the initial contract term, or for the term of the original contract, whichever is longer in accordance with section 287.057(14), Florida Statutes. Renewals are contingent upon the Contractor's satisfactory performance and subject to the availability of funds.

## **3.2 Standard Contract Terms**

Respondents must become familiar with **Attachment A, Standard Contract**, which contains administrative, financial, and non-programmatic terms and conditions mandated by federal and state law

and administrative code rules. The terms and conditions contained in the Standard Contract are non-negotiable.

### **3.3 Contract Formation**

The OAG will enter into a Contract with the Respondent(s) awarded pursuant to **Section 7.0, Basis of Award**. The Contract between the OAG and the Respondent(s) will consist of Attachment A, Standard Contract and incorporate the relevant portions of the Respondent's Bid.

### **3.4 Right to Reject All Bids**

The OAG reserves the right to reject all Bids. Additionally, the OAG reserves the right to award as determined to be in the best interest of the state, and to accept or reject all offers, or separable portions, and to waive any minor irregularity or omission if the OAG determines that doing so will serve the best interest of the state.

### **3.5 Performance Measures**

Pursuant to section 287.058(1), Florida Statutes, the Contract will include performance measures that specify the required minimum acceptance level of service to be performed. These will be established based on the final determination of tasks and deliverables based on the accepted Bid.

### **3.6 Financial Consequences**

Pursuant to section 287.058(1)(h), Florida Statutes, the Contract will include financial consequences that will apply if the Contractor fails to perform in accordance with the Contract terms. The financial consequences will be established based on the final determination of the performance measures and the Contract amount.

## **SECTION 4 SCOPE OF WORK**

### **4.1 Background**

All attempts from a process server must be listed and detailed. Executed service must be clear and detailed on all Affidavit or Proof of Service Forms. The Contractor must provide the OAG, on an as-needed basis, all services necessary to affect service of process, in accordance with applicable laws of the state of Florida, including Chapters 39 and 48, Florida Statutes, Florida Rules of Civil Procedure, Florida Rules of Juvenile Procedure and the laws of any other jurisdiction outside of the State of Florida, when applicable, in the following defined service areas:

**Service Area 1:** Within the state of Florida

**Service Area 2:** Within the United States, including its territories and commonwealths

**Service Area 3:** Outside of the United States, its territories, and commonwealths

International service of process, for **Service Area 3**, as defined above, will be issued, served, and filed with the courts in accordance with the requirements established on a case by case basis and agreed upon

by both the Contractor and the OAG in writing **PRIOR** to attempting service of process. The OAG expects service of process in **Service Area 3** to be affected in accordance with all applicable laws and treaties. The price for Service Area 3 will be determined on a case by case basis and agreed to by both parties in writing, prior to Service of Process. Contractors executing service for **Service Area 3** that require pre-payment for this service, must include a fee for any necessary translation services for the documentation in question. The Contractor must provide the certified international process server's name and contract information upon receiving the request. To ensure pre-payment in full, the Contractor must provide monthly status updates regarding the process, including but not limited to, document translations, relevant correspondence, travel arrangements et cetera. These status updates will be used to seek orders allowing for additional time to serve individuals as required.

## **4.2 General Processes and Types of Service to be Provided**

The OAG will request service of process from the Contractor via email, designating the OAG Program Area Requestor to whom the invoice will be sent, providing the name, address, and other relevant information of the individual on whom process is to be served, in order for the Contractor to perform services under the Contract, including multiple addresses at which the individual may be located, if known, and indicating the type and level of service required by the OAG; **Routine Service**, **Express Service**, or **Priority Service**. Service Levels are as follows:

**4.2.2.1 Routine Service** – Routine service of process must be issued, served, and filed with the courts, in accordance with the requirements of the particular court involved, within 14 calendar days of notification by the OAG that the documents are ready for service (unless extended by the OAG in writing). The Contractor shall in all cases attempt service within three calendar days from receipt of such service documents, excluding Sundays and legal holidays officially recognized by the applicable jurisdiction.

**4.2.2.2 Express Service** - Express service of process must be issued, served, and filed with the courts, in accordance with the requirements of the particular court involved, within seven calendar days of notification by the OAG that the documents are ready for service, excluding legal holidays officially recognized by the applicable jurisdiction. The Contractor shall in all cases attempt service within two calendar days from receipt of such service documents, excluding Sundays and legal holidays officially recognized by the applicable jurisdiction.

**4.2.2.3 Priority Service** - Priority service of process must be issued, served, and filed with the courts, in accordance with the requirements of the particular court involved, within three calendar days of notification by the OAG that the documents are ready for service (unless extended by the OAG in writing). The Contractor shall in all cases attempt service within one calendar day from receipt of such service documents, excluding Sundays and legal holidays officially recognized by the applicable jurisdiction.

## **4.3 Process Server and Service Requirements**

Services will be provided by experienced certified process servers who are duly commissioned by the

applicable certifying entity, and who are either employed by the Contractor or acting as subcontractors to the Contractor. The Contractor will ensure all certified Process Servers meet all requirements for the location in which process is being served. All Process Servers must possess the ability to effect service of process at federal and state prisons as well as local jails, work camps, Indian Reservations, military installations, domestic violence shelters, homeless shelters, and substance abuse treatment centers. The following service requirements must be met:

#### **4.3.1 The Contractor will:**

- 4.3.1.1 Ensure the individual who serves or attempts service will testify at any required hearings if requested by the OAG for a flat fee of \$50.00 to be paid by the OAG.
- 4.3.1.2 Ensure service is attempted in accordance with any direction provided by the OAG as to time and place, including any courthouse, and any jail, prison, or other detention or correctional facilities located within the state of Florida.
- 4.3.1.3 Ensure and acknowledge that all program areas of the OAG reserve the right to utilize the local law enforcement agencies to provide service of process as needed.
- 4.3.1.4 Ensure that, within a county in the state of Florida, a county sheriff must provide service instead of the Contractor, the Contractor must first notify the OAG program area service requestor for approval **before any attempt is made.**
- 4.3.1.5 Ensure the process server attempts service at the court or hearing in accordance with the directions from the OAG program area service requestor to secure service of an individual.
- 4.3.1.6 Ensure if the individual is not able to be served due to the provision of an incorrect address or an address that does not exist, that detailed information regarding this incorrect or non-existent address must be provided to the OAG Program Area Requestor via email within 24 hours to allow for any corrected address information obtained by the OAG to be provided.
- 4.3.1.7 Ensure the process server makes five attempts for Service Area 1. Service Area 2 will be attempted at a minimum of three separate attempts. Attempts cannot be determined for Service Area 3. Service attempts may cease upon the servers discovery that the address is vacant, or the current resident confirms the subject does not reside there. Returns of Service, or affidavit regarding service attempts, must be provided to the OAG Program Area Requestor no later than three days after either the service has been effectuated, or the last attempt of service has been made under the specified parameters for that request. Service Attempts **must** be completed at the following times:

**Service Option 1: 8:00am – 5:00pm Monday through Friday**  
**Service Option 2: 5:00pm – 10:00pm Monday through Friday**  
**Service Option 3: 8:00am – 10:00pm Saturday**

- 4.3.1.8 Ensure that service attempt locations include, but are not limited to:
- 4.3.1.8.1 Serving during employment hours at the individual's place of employment;
  - 4.3.1.8.2 Outside employment hours to include Saturdays at the individual's place of residence;
  - 4.3.1.8.3 At any other address when multiple addresses are provided by the OAG; and
  - 4.3.1.8.4 At other locations identified by the Contractor if, and only if, the OAG does not incur an additional charge.
- 4.3.1.9 Ensure that the process server attempts service in compliance with the following:
- 4.3.1.9.1 **Sunday Service:** Service of process is prohibited on Sundays; no service of process actions taken under this Contract shall take place on Sunday.
  - 4.3.1.9.2 **For Service Area 2:** Requests for service on individuals outside of this state, service shall be made in the same manner as service within this state, by any officer authorized to serve process in the state where the person is served. No order of court will be required.
  - 4.3.1.9.3 **For Service Area 3:** Requests for service on individuals outside of the United States, service may be required to conform to the provisions of the "Hague Convention" on the service abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters. The OAG expects such international service to be affected in accordance with all applicable laws and treaties. No order of court will be required.
  - 4.3.1.9.4 **Spousal Substitute Service:** Substitute service may be made on the spouse of the individual to be served at any place in the county, if the cause of action is not an adversary proceeding between the spouse and the individual to be served, if the spouse requests receipt of such substitute service, and if the spouse and the individual to be served are residing together in the same dwelling. In all instances, substitute service shall be made according to all applicable rules and statutes, providing the name of the person served to the OAG on the Affidavit or Proof of Service Form, without need for prior approval from the OAG. **Substitute service is not to be used in any action for termination of parental rights or in actions involving injunctive relief.**
  - 4.3.1.9.5 If the Contractor obtains an additional address not provided in the OAG's initial request, the Contractor must provide the address to the OAG at no charge. In the event the OAG decides to use the new address for service, a separate request will be submitted to initiate service. If the individual being served is served in a public place the Contractor will attempt to obtain a valid mailing address when requested by the OAG.
  - 4.3.1.9.6 Ensure the preparation and provision of the notarized Affidavit or Proof of Service Form, acceptable to the OAG and the courts, within 7 calendar days

from the date of service. If a court date/hearing is scheduled, and the OAG Program Area Requestor provides such information to the Contractor, the Contractor must provide the Affidavit or Proof of Service Form and documentation to the courts, **no later than 24 hours prior to the hearing.**

- 4.3.1.9.7 All non-served Affidavit or Proof of Service Forms shall include information required by law and information relating to the attempted service (e.g.; moved, left no forwarding address; relocated out-of-state; deceased; incarcerated; etc.; together with any forwarding or current address or contact information learned during the service attempts). All original Affidavit or Proof of Service Forms shall be filed with the Clerk of Court of the process issuing county.
- 4.3.1.9.8 The Contractor is required to furnish the original Affidavit or Proof of Service Form to the Clerk of Court of the process issuing county and email the OAG program area requestor proof of the documents being e-filed with a copy of the e-filing.
- 4.3.1.9.9 Provide the OAG with a notarized Affidavit or Proof of Service Form, containing service addresses for all service attempts. All attempts must be documented on the notarized Affidavit or Proof of Service Form, regardless of the type of Affidavit or Proof of Service Form generated, i.e. Affidavit or Proof of Service Form of Service, Affidavit or Proof of Service Form of Non-Service, or any other type(s) of Affidavit or Proof of Service Forms approved by the OAG and generated by the Contractor.
- 4.3.1.10 Requests for time extensions for all types of service will be made to both the OAG's Program Area Requestor and Contract Manager via electronic mail containing the reason(s) for the extension request, and latest expected date to complete service efforts, successful or unsuccessful.

#### **4.4 Request for Cancellation of Service**

Should the OAG choose to discontinue service efforts regarding any particular service request, the Contractor shall be notified in writing via electronic mail, as soon as possible. The Contractor will immediately notify effected process servers to cease all service attempts. The Contractor must ensure that each process server involved with the cancelled service request promptly returns all service documents by a reasonable method of delivery.

Services cancelled by the OAG after any attempt will be paid at the full contractual rate for that service level.

#### **4.5 Communication with the OAG**

- 4.5.1 Meet or communicate regularly with the OAG Contract Manager, and any other applicable staff as requested by the OAG, to discuss processes, performance, and issues that may arise during the term of this contract.

- 4.5.2 Cooperate fully with any data collection and evaluation activities, performance analysis, contract monitoring activities, quality assurance reviews, or audits carried out by the OAG in connection with the requirements and services performed under this Contract.
- 4.5.3 Respond to all requests made by the OAG within two business days after the date the request is made.

#### **4.6 Secure Website and Online Service Requirements**

The Contractor will have a service of process system using a secure website and other online features that will be available to the OAG immediately upon issuance of the purchase order, continuously accessible to the OAG program areas. The service of process system accessed via an online, secure website must at a minimum, the following features and functions:

- 4.6.1 Uniform ordering;
- 4.6.2 Tracking and billing procedures acceptable to the OAG for each user;
- 4.6.3 The ability to transmit data to the OAG electronically using Secure File Transfer Protocol (SFTP) or SSH using Secure Copy Protocol (SCP);
- 4.6.4 The ability to scan documents into PDF format and make them readily available through its online, secure internet website(s) to the OAG as needed and upon request;
- 4.6.5 The ability to provide Excel or CSV formatted reports of performance as well as pending activity information contained on the website that includes, at a minimum, the status of all OAG service requests;
- 4.6.6 The ability to upload and download electronic documents in most common file formats, especially in PDF format;
- 4.6.7 The ability to track any and all jobs in its system containing all the necessary information to effect service of process;
- 4.6.8 The ability to ensure the system does not require duplicate actions and entries;
- 4.6.9 The ability to ensure the secure website and online system can be viewed and tested by the OAG;
- 4.6.10 The ability to generate automatic electronic notifications via email;
- 4.6.11 Service status information should be available every day of the year to the OAG through the Contractor's secure website and online service of process system, except for scheduled system maintenance downtime, and be able to provide access to its own secure website to enable uploads and downloads of documents by both parties;
- 4.6.12 The ability to generate and provide its secure website password(s) and email addresses

for OAG use; and

4.6.13 The ability to track jobs in its system that provides the following information:

- 4.6.13.1 Request Status;
- 4.6.13.2 Served or non-served;
- 4.6.13.3 Reference number (i.e. authorization number); and
- 4.6.13.4 Tracking number

4.6.14 The ability to look up or sort the requests in the system by the following:

- 4.6.14.1 Name of person to be served;
- 4.6.14.2 Authorization number;
- 4.6.14.3 OAG case number or other OAG assigned number;
- 4.6.14.4 Any applicable service time frames;
- 4.6.14.5 Dispatched data; and
- 4.6.14.6 Invoice data

4.6.15 The ability to select individual requests that directs the OAG staff to specific activity as follows:

- 4.6.15.1 Notes of special events, including dates such as attempted service of process;
- 4.6.15.2 Messages and/or notes sent from the OAG including dates;
- 4.6.15.3 The ability to print service documentation from the system;

## **4.7 Technical Liaison**

Upon issuance of the Purchase Order, the Contractor will designate a technical liaison to interact with and communicate with the OAG concerning the secure website and online service of process system and advise the OAG Information Technology Department about any pertinent technical issues that may arise. Further, the technical liaison will promptly work together with the OAG Information Technology Department to resolve technical issues, provide updates, and implement system changes as necessary. The Contractor must also provide a financial account liaison for communication with the OAG's Bureau of Finance and Accounting, concerning any billing issues that may arise.

## **4.8 Invoice Procedures and Reports**

4.8.1 Respond to the OAG's monthly reports and invoices set in accordance with the specifications in this Scope of Work. The OAG must have a Contractor that promptly and successfully communicates with the OAG's Bureau of Finance and Accounting on a consistent, regular basis, and as requested. Therefore, the parties will work in conjunction in the following fashion to address all service of process requests and related invoices generated by the Contractor, using the following processes:

- 4.8.1.1 The OAG will generate a monthly report of the total number of successful and unsuccessful process service requests and deliver to the Contractor no later than the 5<sup>th</sup> day, or the first working day following the 5<sup>th</sup> calendar day,

whichever comes first, of the month following the invoicing month.

- 4.8.1.2 An Excel file containing a template for the “monthly invoice” and any additional reports documentation, will be emailed to the Contractor within five business days after the effective date of the Contract.
- 4.8.1.3 Review the provided reports for correctness and send a completed invoice to the OAG no later than the 10<sup>th</sup> calendar day, or the first working day following the 10<sup>th</sup> calendar day, whichever comes first, of each month along with any other agreed upon reports using the Excel template provided by the OAG.
- 4.8.1.4 All invoices must be billed to the OAG Program Area, under the Contractor’s name.
- 4.8.1.5 The OAG will review each monthly invoice along with substantiating documentation, and if necessary, the OAG will email an initial denial report to the Contractor concerning discrepancies contained in any monthly invoice and substantiating report or documentation.
- 4.8.1.6 Within 30 calendar days thereafter, the Contractor may refute a denial report findings and email rebuttal documentation to substantiate the earning of payment to the OAG’s Contract Manager or designee. Thereafter, if any invoice discrepancies remain, the Contract Manager or designee, along with the Contractor will make diligent efforts to resolve the discrepancies within a 30-calendar day period after the OAG’s review of the rebuttal.
- 4.8.1.7 The invoice must be in Excel format or similar format, and include, at a minimum, the following:
  - 4.8.1.7.1 Contractor’s Name;
  - 4.8.1.7.2 Contract Number;
  - 4.8.1.7.3 The OAG’s associated billing account number;
  - 4.8.1.7.4 The Contractor’s invoice account date;
  - 4.8.1.7.5 The service fee(s), if applicable and/or agreed to in the Contract;
  - 4.8.1.7.6 Total numbers of completed successful service of process and full attempted unsuccessful services; and
  - 4.8.1.7.7 Contractor designee printed name, signature, and date.
- 4.8.1.8 Provide a report with the invoice as directed by the OAG program area requestor. Each report must include, at a minimum:
  - 4.8.1.8.2 Account Number;
  - 4.8.1.8.3 Private Vendor Activity Number;
  - 4.8.1.8.4 Respondent Name (last name, first name);
  - 4.8.1.8.5 Other Party Name (last name, first name); and
  - 4.8.1.8.6 Date request assigned to Contractor.
  - 4.8.1.8.7 Excel format for attempted Service of Process:

*Attempts -*

- A. 1<sup>st</sup> attempt;
- B. 2<sup>nd</sup> attempt;
- C. 3<sup>rd</sup> attempt;
- D. 4<sup>th</sup> attempt;
- E. 5<sup>th</sup> attempt;
- F. Was service successful? Yes/No
- G. 72 Hour Hearing Requirement successful? Yes/No
- H. Substitute Service? Yes/No
- I. Contractor internal tracking number;
- J. Service of process fee;
- K. County where request was served or attempted; and
- L. State where request was served or attempted.

## **SECTION 5 INSTRUCTIONS FOR BID SUBMITTAL**

### **5.1 PUR 1001 – General Instructions to Respondents**

The State of Florida General Instructions to Respondents (PUR1001, [https://www.dms.myflorida.com/content/download/2934/11780/PUR\\_1001\\_General\\_Instructions\\_to\\_Respondents.pdf](https://www.dms.myflorida.com/content/download/2934/11780/PUR_1001_General_Instructions_to_Respondents.pdf)) is hereby referenced and incorporated in its entirety into this ITB. This is a downloadable document at the hyperlink above. Respondents should download and save these documents to their computer for further review. Respondents to the solicitation are encouraged to carefully review all materials contained herein and prepare their bids accordingly. There is no need to return the PUR 1001 to the OAG. To the extent any terms contained in this ITB conflict with the terms of the PUR 1001, this ITB controls. The following sections from the PUR 1001 are deleted and replaced with the following:

#### **5.1.1 Electronic Submission of Bids**

Bids must be submitted in accordance with **Section 5.4, Copies of Bid**, of this ITB document.

#### **5.1.2 Questions**

Questions must be submitted in accordance with **Section 2.3, Questions**, of this ITB document.

#### **5.1.3 Respondent's Representation and Authorization**

In submitting its Bid, the Respondent understands, represents, and acknowledges the following:

**5.1.3.1** The Respondent is not currently under suspension or debarment by the State of Florida or any other governmental authority.

**5.1.3.2** The Bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any entity or person to submit a complementary or other

noncompetitive Bid.

- 5.1.3.3** The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; neither the prices nor amounts, actual or approximate, have been disclosed (and will not be disclosed prior to the solicitation opening) to any Respondent or potential Respondent.
- 5.1.3.4** The Respondent will conform to the terms and conditions of the resulting Contract, which is based on **Section 4.0, Scope of Work**, without exception, or, where any revision or exception is proposed, Respondent will provide a draft of an alternative as determined by the OAG.
- 5.1.3.5** If an award is made to the Respondent, the Respondent agrees that it intends to be legally bound to the Contract that is formed with the OAG.
- 5.1.3.6** The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Bid, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in the Bid.
- 5.1.3.7** The Respondent agrees to indemnify, defend, and hold harmless the OAG and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Respondent's preparation of its Bid.
- 5.1.3.8** All information provided by, and representations made by, the Respondent may be considered material and may be relied upon by the OAG in awarding the Contract. Any misstatement may be treated as fraudulent concealment from the OAG of the true facts relating to submission of the Bid. A misrepresentation is punishable under law, including, but not limited to, Chapter 817, Florida Statutes.
- 5.1.3.9** In submitting a Bid, the Respondent understands, represents, and acknowledges the following (**NOTE:** If the Respondent cannot certify to any of following, the Respondent must submit with its Bid a written explanation of why it cannot do so. The Respondent's explanations may result in the Respondent being found to not be a responsible or responsive vendor as defined in sections 287.012(25) and (27), Florida Statutes):
- 5.1.3.9.1** To the best of the knowledge of the person signing the Bid, the Respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last 10 years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- 5.1.3.9.2** Respondent currently has no delinquent obligations to the State of

Florida, including a claim by the State of Florida for liquidated damages under any other contract.

**5.1.3.9.3** The Respondent has fully informed the OAG in writing of all convictions of the company, its affiliates (as defined in section 287.133(1)(a), Florida Statutes), and all directors, officers, and employees of the company and its affiliates for violation of state or federal antitrust laws with respect to a public contract and for violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employment of another company.

**5.1.3.9.4** Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:

**5.1.3.9.4.1** Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal, state, or local government transaction or public contract; violation of federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or

**5.1.3.9.4.2** Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.

## **5.2 Responsive and Responsible (Mandatory Requirements)**

Respondents must complete and submit the following mandatory information or documentation as part of its Bid. Any Bid which does not meet these requirements or contain this information may be deemed non-responsive. The OAG reserves the right to waive any minor irregularity if it is in the best interest of the State to do so.

**5.2.1** The Bid must be received at the location, date and time specified in **Section 2.2, Schedule of Events**.

- 5.2.2 The Title Page must be completed, signed, and returned with the Bid.
- 5.2.3 **Attachment B, Price Sheet** must be completed as specified.
- 5.2.4 **Attachment C, PUR7801 Vendor Certification Form** must be completed as specified.
- 5.2.5 **Attachment D, PUR2024 Use of Coercion for Labor and Services Attestation** must be submitted as specified.
- 5.2.6 **Attachment E, PUR1355 Foreign Country of Concern Attestation** must be submitted as specified.
- 5.2.7 Meet the minimum qualifications and experience requirements described in **Section 2.13, Minimum Qualifications and Experience**.

### 5.3 Bid– Two Parts

The Respondent must submit its Technical Bid with the required documentation and **Attachment B, Price Sheet**, by the date and time set forth in **Section 2.2, Schedule of Events**, in the following manner:

- 5.3.1 **Separation of Technical and Cost Bids:** Respondents must separate the Technical Bid from the Price Bid and ensure labeling as described in **Section 5.6**. No pricing information must be contained in the Technical Bid. Pricing information contained in the Technical Bid will render the Bid non-responsive.
- 5.3.2 **Technical Bid:** The Respondent's Bid and required attachments must be submitted in a **separate sealed envelope** or box and labeled **TECHNICAL BID. Attachments C and D must be included in this envelope or box**.
- 5.3.3 **Price Bid: Attachment B, Price Sheet**, must be submitted at the same time as the Technical Bid; but must be in a **separate sealed envelope** and labeled **Price Sheet, ITB DLA 2025.02. No alterations or amendments to the Price Sheet will be accepted. Any such changes or amendments may render the Bid non-responsive**.

### 5.4 Copies of Bids

Respondents are asked to submit ORIGINAL AND SIX COPIES of its Bid including **Attachment B, Price Sheet**, to the OAG no later than the date and time listed in accordance with **Section 2.2, Schedule of Events**. In addition, Respondent must also provide an electronic version of the Bid in a single Adobe PDF document file format on portable media. Respondent's original Bid must contain originals of all documents required to be submitted by Respondents.

## 5.5 Bid Delivery

It is the Respondent's responsibility to ensure that its Bid is delivered to the OAG by the specified time and date at the location identified in **Section 2.2, Schedule of Events**. Bids which, for any reason are not received timely, will not be considered or scored. Unsealed Bids and Bids transmitted electronically are not acceptable and will be declared non-responsive and will not be scored. Bids to this ITB may not be altered after the submission due date and time.

## 5.6 Contents of Technical Bid

**5.6.1** To assist the OAG in reviewing the Bid, Respondents are encouraged to use the format and headings below. Failure to use this format may result in information being overlooked and negatively impact the Respondent's score.

### Table of Contents

#### TAB 1 Required Documentation

- A. Signed Title Page
- B. Minimum Qualifications and Experience Outline
- C. Responses or Disclosures Required by the PUR 1001
- D. Attachment C, PUR7801 Vendor Certification Form
- E. Attachment D, Use of Coercion for Labor and Services

**TAB 2** Narrative describing Respondent's plan for carrying out the tasks and deliverables referenced in Section 4, Scope of Work

**TAB 3** Respondent's Corporate/Business Information

### 5.6.2 Tab 1 Required Documentation

#### 5.6.2.1 Title Page

The Title Page must be executed as required and returned with the Bid pursuant to **Section 5.2, Responsive and Responsible (Mandatory Requirements)**. Failure to return a properly executed Title Page will render the Bid non-responsive. Respondents should also submit a transmittal letter that includes the name and title of authorized representative submitting the Bid, other than what is stated on the Title Page, if applicable, and all joint proposing firms or subcontractors.

#### 5.6.2.2 Minimum Qualifications and Experience

Provide a detailed outline reflecting Respondent having a minimum of five years' experience as outlined in **Section 2.14**.

#### 5.6.2.3 Responses or Disclosures Required by PUR 1001

**5.6.2.3.1** Submit in detail any disclosures required by Section 6 of the PUR 1001

**5.6.2.3.2** Submit in detail any disclosures required by Section 9 of the PUR 1001, as modified by **Section 5.1** of this ITB. If Respondent is unable to certify any of the provisions contained therein, submit a written explanation of why the Respondent cannot do so. The Respondent's explanations may result in the OAG finding the Respondent not to be a responsible or responsive vendor as defined in sections 287.012(25) and (27), Florida Statutes.

**5.6.2.4** Provide a response for each Customer Indicator question not marked "N/A" on **Attachment C, PUR7801 Vendor Certification Form**. Failure to provide a response not marked "N/A" will result in the Respondent being deemed non-responsive.

**5.6.2.5 Attachment D, PUR 2004 Use of Coercion for Labor and Services** must be submitted as outlined in **Section 2.16**.

### **5.6.3 Tab 2 Narrative Bid**

This section of the Respondent's Bid must fully address in detail Respondent's plan for carrying out the services outlined in **Section 4**. Respondent must also indicate if subcontractors will be used and for which services and provide a copy of subcontracts (if any) as specified in **Section 2.15**.

### **5.6.4 Tab 3 Business/Corporate Information**

This section should identify the organizational structure and any key personnel that will perform the Contract and include the following information:

**5.6.4.1** Date established, ownership (public company, partnership, subsidiary, etc.);

**5.6.4.2** If the Respondent has defaulted on a contract, or had a contract terminated for cause, within the past five years, describe the facts surrounding the default or termination in detail;

**5.6.4.3** Respondent must certify they are not delinquent paying taxes to the federal government, the State, or any governmental authority. If the Respondent is unable to certify, describe the facts surrounding each such delinquency in detail;

**5.6.4.4** If the Respondent has filed for bankruptcy protection within the past five years or is currently in the process of filing or planning to file for bankruptcy protection or financial restructuring or refinancing, describe the facts surrounding these financial situations in detail. Each Respondent will disclose any current or contingent liabilities that may impact on its ability to timely perform the Contract;

**5.6.4.5** If the Respondent has any pending or threatened litigation by or against the State, or any other governmental authority, describe the facts of each pending or threatened instance of litigation in detail.

## **5.7 Confidential or Exempt Material**

Notwithstanding any provisions to the contrary, public records must be made available pursuant to Chapter 119, Florida Statutes, the Public Records Act, or other provisions of Florida law. If a Respondent considers any portion of its Bid to be confidential, exempt, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other authority, the Respondent must segregate and clearly mark those portions it deems exempt as “**CONFIDENTIAL**”. Simultaneously, with submitting a unredacted copy of the Bid, the Respondent will provide the OAG with a separate, redacted paper and electronic copy of its Bid 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 contain the solicitation name, number, and the name of the Respondent on the cover and must be clearly titled “**REDACTED COPY**”. The Respondent must protect, defend, and indemnify the OAG for all claims arising from or relating to the determination that the redacted portions of its Bid are confidential, proprietary, trade secret, or otherwise not subject to disclosure. Respondent’s failure to submit a redacted copy with its Bid or to specify the grounds upon which the claim of exemption from disclosure is based, constitutes authorization by the Respondent for the OAG to produce the entire documents, data, or records submitted by the Respondent in response to a public records request for the records.

## **SECTION 6 SELECTION METHODOLOGY**

### **6.1 Review of Mandatory Responsiveness Requirements**

The Procurement Officer will review each Bid to determine whether the Bid satisfies the requirements of **Section 5.6, Contents of Technical Bid**. Only those Bids that meet these requirements will be deemed responsive. A Respondent who submits a Bid that does not satisfy the requirements of **Section 5.6, Contents of Technical Bid**, will be deemed non-responsive and will not be considered for Contract award.

### **6.2 Review of Price Response**

The Procurement Officer will use the Respondent’s submitted Attachment B, Price Sheet to determine the lowest responsive bid. To assist in this determination, pricing for the initial and renewal year terms will be weighed to determine an overall average unit rate. Preferential weight will be given to Service Area 1 at 65 percent, and Service Area 2 at 35 percent. Service Levels will also be weighed in the determination. Routine Service pricing will be weighed at 70 percent, Express Service at 20 percent, and Priority Service at 10 percent.

## **SECTION 7 BASIS OF AWARD**

### **7.1 Basis of Award**

If the OAG awards a Contract resulting from this ITB, the OAG will award the Contract to the responsible and responsive Respondent(s) that submits the lowest responsive bid(s) as described in **Section 6.2, Review of Price Response**. The OAG intends to make a single award; however, the Department reserves the right to make no award or issue multiple awards as determined to be in the best interest of the State.

The OAG reserves the right to determine which Bids are responsive and responsible at any time during the solicitation. In accordance with sections 287.012(25) and 287.057(1)(a)4, Florida Statutes, the OAG may reject a Bids if it fails to demonstrate that the Respondent has the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract. See section 287.012(25), Florida Statutes and section 287.057(1)(a)4, Florida Statutes. The OAG may request additional information pertaining to the Respondent's ability and qualifications to accomplish all services described in this ITB as deemed necessary during the ITB or after contract award.

### **7.2 Notice of Agency Decision**

At the conclusion of the evaluations, the OAG will announce its intended decision. Notice will be posted on the VIP. The OAG will award to the responsible and responsive Respondent(s) determined to have the lowest responsive bid as specified in **Section 6.2, Review of Price Response**. The OAG reserves the right not to make an award under this solicitation, as determined to be in the best interest of the State.

### **7.3 Attorney Fees**

In the event of a dispute prior to or post award, each party responding to this solicitation is responsible for its own attorney fees and costs, except as otherwise provided by law.

### **7.4 Prohibition Against Considering Social, Political, or Ideological Interests in Government Contracting**

Pursuant to section 287.05701, Florida Statutes, the OAG will not take into consideration, request documentation or give preference to a Contractor based on their social, political, or ideological interests.

### **7.5 Protests**

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

A notice of intent to protest must be received by the Agency Clerk, with notice given to the Procurement Officer for the intent to protest, within the time prescribed in section

120.57(3), Florida Statutes.

Only documents delivered by the U.S. Postal Services, a private delivery service or in person during business hours (8:00 a.m. to 5:00 p.m. Eastern Time) will be accepted. Documents received after hours will be filed the following business day. **No filing may be made by email or any other electronic means.** All filings must be made with the Agency Clerk ONLY and are only considered “filed” when stamped by the official stamp of the Agency Clerk. It is the responsibility of the filing party to meet all filing deadlines.

The Agency Clerk’s **mailing address** is:

Agency Clerk  
Florida Department of Legal Affairs  
Office of the Attorney General  
PL-01, The Capitol  
Tallahassee, FL 32399

The Agency Clerk’s **physical address** for hand deliveries is:

Agency Clerk  
Florida Department of Legal Affairs  
Office of the Attorney General  
107 W. Gaines St. Tallahassee,  
FL 32301

**ATTACHMENT A**

**STANDARD CONTRACT FOR**

**SERVICE OF PROCESS**



**BETWEEN**

**THE STATE OF FLORIDA**

**DEPARTMENT OF LEGAL AFFAIRS**

**AND**

**INSERT NAME OF CONTRACTOR**

## STANDARD CONTRACT

**By submitting a Bid, the CONTRACTOR has accepted the terms of this Standard Contract.**

This Contract is between the STATE OF FLORIDA, FLORIDA DEPARTMENT OF LEGAL AFFAIRS, OFFICE OF THE ATTORNEY GENERAL (OAG), an agency of the state of Florida with offices at The Capitol, PL-01, Tallahassee, Florida 32399-1050, and [insert Contractor's name], [address] (Contractor). The OAG and Contractor are jointly referred to as "the Parties".

The Parties enter into this Contract in accordance with the terms and conditions of Solicitation No. ITB DLA 2025.02, Service of Process.

The parties agree to the following terms and conditions:

### 1. SCOPE OF WORK

The Contractor will perform the services specified in Attachment \*, Scope of Work to this Contract, hereby incorporated by reference. Attachment \* reflects the Scope of Work, which is based on Section 4 of the ITB and Contractor's Response to the ITB thereto. The State of Florida, General Contract Terms, PUR 1000 located at [https://www.dms.myflorida.com/content/download/2933/11777/PUR\\_1000\\_General\\_Contract\\_Conditions.pdf](https://www.dms.myflorida.com/content/download/2933/11777/PUR_1000_General_Contract_Conditions.pdf) apply to the extent they are not otherwise modified in this Contract and are hereby incorporated by reference. This Standard Contract takes precedent if there is any conflict between the terms of the PUR 1000 and this document.

### 2. DEFINITIONS

The following definitions apply in addition to the applicable definitions in the PUR 1000.

|                           |                                                                                                                                                                                                 |
|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Bid</b>                | The complete written submission in response to this ITB by a Respondent.                                                                                                                        |
| <b>Business Days</b>      | Monday through Friday, excluding state holidays                                                                                                                                                 |
| <b>Business Hours</b>     | 8 a.m. to 5 p.m., Eastern Time                                                                                                                                                                  |
| <b>Calendar Days</b>      | All days, including weekends and state holidays                                                                                                                                                 |
| <b>Contract</b>           | The formal written agreement or Purchase Order that will be entered into between the OAG and the Contractor.                                                                                    |
| <b>Contractor</b>         | The Respondent with whom the OAG executes a contract with to provide the required commodities or services.                                                                                      |
| <b>Minor Irregularity</b> | As used in the context of this solicitation, indicates a variation from the ITB terms and conditions which does not affect the price of the Bid, or give the Respondent an advantage or benefit |

|                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                        | not enjoyed by other Respondents, or does not adversely impact the interests of the OAG.                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Respondent</b>                      | Any firm or person who submits a Bid to the OAG in response to this ITB.                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Service Area 1</b>                  | Service of Process performed within the state of Florida.                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Service Area 2</b>                  | Service of Process performed within the United States, including its Territories and Commonwealths.                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Service Area 3</b>                  | Service of Process performed outside of the United States, including its Territories and Commonwealths.                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Service Attempt</b>                 | The act of performing a Service of Process, successful or not, to a recipient. The number of required Attempts will vary between Service Areas. These will only be performed during certain appropriate times, detailed by the Service Options.                                                                                                                                                                                                                              |
| <b>Service Level</b>                   | The type of service requested by the OAG for the Contractor to perform. Service Levels are classified as “Routine, Priority, and Express”.                                                                                                                                                                                                                                                                                                                                   |
| <b>Service Option</b>                  | One of three timeframes that are appropriate for attempting a Service of Process.                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>State</b>                           | State will be synonymous with the state of Florida and its various agencies and other governmental subdivisions.                                                                                                                                                                                                                                                                                                                                                             |
| <b>State Holidays</b>                  | State defined holidays in section 110.117, Florida Statutes.                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Subcontractor</b>                   | Any firm or person other than an employee of the Contractor who performs any services required by the Contract.                                                                                                                                                                                                                                                                                                                                                              |
| <b>Vendor Information Portal (VIP)</b> | The system which allows all State Agencies to advertise solicitations on MyFlorida.com, hosted by the Department of Management Services. It also permits registered Vendors to receive automatic email notification of solicitation advertisements, addendums to solicitation, and exceptional purchases. The state of Florida’s internet- based vendor information system at: <a href="http://vendor.myfloridamarketplace.com">http://vendor.myfloridamarketplace.com</a> . |

### 3. TERM

#### 3.1 Initial Term

The initial Contract term is anticipated to begin on September 10, 2025, or on the last date the Contract is signed by all parties, whichever is later, and end on September 9, 2030. The Contract is subject to the availability of funds.

#### 3.2 Renewal Term

The Contract may be renewed on a yearly basis for no more than three years beyond the initial Contract or for the original term of the Contract, whichever is longer, and is subject to the same terms and conditions set forth in the initial Contract. Renewals must

be in writing and are made by mutual agreement. Renewals are contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the OAG and are subject to the availability of funds.

#### **4. TERMINATION**

- 4.1 Termination for Convenience:** This Contract may be terminated by the OAG in whole or in part at any time in the best interest of the OAG. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the OAG and will be turned over promptly by the Contractor.
- 4.2 Termination for Cause:** This Contract may be terminated for the Contractor's non-performance upon no less than 24 hours' notice in writing to the Contractor by certified mail, return receipt requested or in person with proof of delivery. Waiver of breach of any provisions of this Contract will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms of this Contract. In the event of default, in addition to the OAG's right to terminate the Contract, the OAG may pursue any of its remedies at law or in equity, including but not limited to, any losses or expenditures of the OAG in obtaining replacement services or commodities, investigating, monitoring or auditing, including legal fees, professional fees, consulting fees, and witness fees. These remedies will include offsetting any sums due to the Contractor under the Contract, and any other remedies at law or in equity.
- 4.3 Termination Because of Lack of Funds:** In the event funds to finance this Contract become unavailable, the OAG may terminate the Contract upon no less than 24 hours' notice in writing to the Contractor. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. The OAG will be the final authority as to the availability of funds. In the event of termination of the Contract for lack of funds, the Contractor will be compensated for any work satisfactorily completed prior to the effective date of termination.
- 4.4 Access to Information after Termination:** In the event this Contract is terminated, all finished or unfinished documents, data, studies, correspondence, reports, and other products prepared by or for the Contractor under this Contract will be made available to and for the use of the OAG at no additional charge.
- 4.5 Responsibility for Damages:** Notwithstanding the above, the Contractor will not be relieved of liability to the OAG for damages sustained by the OAG by any termination of this Contract by the Contractor. In the event this Contract is terminated, the Contractor will be reimbursed for services satisfactorily completed subject to any such damages incurred by the OAG.

## **5. COMPENSATION**

### **5.1 Payment**

This is a fixed price, unit cost Contract. The OAG will pay the Contractor based on the amounts agreed to in **Attachment B, Price Sheet**, which is incorporated and attached to this Contract. The total contract amount, deliverable amounts, the unit of service as related to the deliverables, and timing of the payments (e.g., quarterly, monthly, one-time) are specified in the Price Sheet of this Contract. Payments will be made in accordance with sections 215.422 and 287.0585, Florida Statutes, which govern the timeframes for approval and payment of invoices. The OAG's failure to pay, or delay in payment, will not constitute a breach of the Contract and will not relieve the Contractor of its obligations to the OAG.

### **5.2 Invoices**

The Contractor must submit a completed invoice to the OAG within 30 calendar days from the end of each month. Invoices will be submitted in the format specified by the OAG and are paid in accordance with section 215.422, Florida Statutes. At a minimum, each invoice must include the Contractor's name, mailing address, remittance address (if different than the mailing address) and Federal Employer Identification Number as well as the contract number, invoice date, deliverables completed, billing period, the amount due, a statement certifying the accuracy of the invoice, and the signature of an individual with the authority to bind the Contractor. The OAG Contract Manager may also request supporting documentation for the amounts being requested in the invoice. Failure to submit a timely invoice or supporting documentation requested by the OAG Contract Manager may result in non-payment or delay in payment.

### **5.3 Bills for Travel**

Travel reimbursement is not permitted under the terms of this Contract, unless otherwise specified in **Attachment A, Scope of Work**. If travel expenses are allowed, reimbursement will be made in accordance with section 112.061, Florida Statutes.

### **5.4 Final Invoice**

Unless renewed or extended, the final invoice must be received within 30 calendar days immediately following contract expiration or termination. If Contractor fails to submit the invoice such that it is received by the deadline, all rights to payment are forfeited: the OAG will not honor any requests submitted after the aforesaid time period. The OAG may withhold any payment under the terms of this Contract until the OAG has approved all deliverables and any necessary adjustments. All payments will be made in accordance with section 215.422, Florida Statutes.

## **5.5 MyFloridaMarket Place Transaction Fees**

The state of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(24), Florida Statutes and Florida Administrative Code Rule 60A-1.031, all payments will be assessed a transaction fee of one percent, or as may otherwise be established by law, which the Contractor will pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee will, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor will pay the transaction fee pursuant to Florida Administrative Code Rule 60A-1.031. By submission of these reports and corresponding payments, the Contractor certifies their correctness. All such reports and payments will be subject to audit by the State or its designee. The Contractor will receive a credit for any transaction fee paid by the Contractor for the purchase of any item if such items are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the Contract. Failure to comply with these requirements will constitute grounds for declaring the Contractor in default and recovering re-procurement costs from the Contractor in addition to all outstanding fees. Contractors' delinquent in paying transaction fees will be excluded from conducting future business with the State.

## **5.6 Corrective Action Plan (CAP)**

Using this Contract as the basis, the OAG, at its sole discretion, is authorized to identify Contracted deficiencies within the Contractor's performance and request a proposed CAP to correct the deficiencies. Use of a CAP does not bar the OAG from pursuing any other remedies available at law.

## **5.7 Taxes**

The OAG is generally exempt from all federal, state, and local taxes and no such taxes will be included in the price of the Contract. The OAG will have no responsibility for the payment of taxes which become payable by Contractor or its subcontractors in the performance of the Contract.

## **5.8 Subcontractor and Subcontract Requirements**

The Contractor may use subcontractors for the provision of services specified under this Contract with the prior written approval of the OAG. The Contractor will be responsible for its subcontractors' work under the contract, including consequences which result from the subcontractor's non-performance. Nothing in this Contract grants any rights or remedies to any person other than the Contractor and OAG. Nothing in this Contract creates a third-party beneficiary relationship between the OAG and any subcontractors or employees of the Contractor.

Unless otherwise stated in the Contractor's contract with the subcontractor, payment must be made within seven working days after receipt of full or partial payments from the OAG in accordance with section 287.0585, Florida Statutes. Failure to pay within seven working days will result in a penalty charged against the Contractor to be paid by the Contractor to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. The penalty will be in addition to actual payments owed and will not exceed 15 percent of the outstanding balance due.

## **5.9 Vendor Ombudsman**

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of the Vendor Ombudsman 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 the OAG. The Vendor Ombudsman may be contacted at (850) 413-5516.

## **5.10 Return of Funds**

Contractor must return to the OAG any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this Contract that were paid to the Contractor by the OAG. If the Contractor or its independent auditor discovers that an overpayment has been made, Contractor will repay the overpayment within 40 calendar days without prior notification from the OAG. If the OAG first discovers an overpayment has been made, the OAG will notify Contractor in writing of such a finding. Should repayment not be made in the time specified by the OAG, Contractor will pay interest of one percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery. The OAG reserves the right, in its sole and exclusive discretion, to recoup Contractor's unearned funds from any invoice submitted under this Contract or through collection proceedings.

## **5.11 Inspection of Records**

In accordance with section 216.1366, Florida Statutes, the OAG is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of this purchase order or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the OAG determines are necessary to monitor the performance of this Contract or to ensure that the terms of this Contract are being met. The Contractor must provide such records, papers, and documents requested by the OAG within 10 business days after the request is made.

## 6. INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

### 6.1 Indemnification

Contractor is liable for and will indemnify, defend, and hold harmless the OAG and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by Contractor, its agents, or employees during the performance or operation of this Contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property. Contractor's inability to evaluate liability or its evaluation of no liability will not excuse Contractor's duty to defend and indemnify the OAG within seven calendar days after certified mail or courier delivery notice from the OAG. Only adjudication or judgment after highest appeal is exhausted specifically finding Contractor not liable will excuse performance of this provision. Contractor will pay all costs and fees related to this obligation and its enforcement by the OAG. The OAG's failure to notify Contractor of a claim will not release Contractor of the above duty to indemnify. **NOTE: This Section 6, Indemnification, Limitation of Liability and Insurance, is not applicable to Contracts executed between state agencies or subdivisions, as defined in section 768.28, Florida Statutes.**

### 6.2 Limitation of Liability

Paragraph 8.g., of PUR1000 is rejected by the OAG in its entirety.

### 6.3 Insurance Requirements

Upon execution of this Contract, unless Contractor is a state agency or subdivision as defined in section 768.28, Florida Statutes, Contractor accepts full responsibility for identifying and determining the type and extent of liability insurance necessary to provide reasonable financial protections for Contractor. The limits of coverage under each policy maintained by the Contractor do not limit Contractor's liability and obligations under this Contract. Upon the execution of this Contract, Contractor must furnish the OAG written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the state of Florida. The OAG reserves the right to require additional insurance as specified in Attachment A, if applicable.

The Contract will not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. All insurance policies will be through insurers authorized to write policies in Florida.

## **7. CONTRACT ADMINISTRATION**

### **7.1 Contract Administrator**

The OAG's Contract Administrator is responsible for all aspects of Contract administration including but not limited to creation and maintenance of the Contract file, managing changes to the Contract, maintaining financial information, and entering Contract information into the OAG's Contract Tracking and Reporting System (CTRS). As of the effective date of the Contract, the Contract Administrator is:

**General Services Analyst  
Bureau of General Services  
Office of Administrative Services  
Florida Department of Legal Affairs  
Physical Address: 107 W. Gaines Street, Tallahassee, Florida 32301  
Mailing Address: PL-01, The Capitol, Tallahassee, Florida 32399-1050  
Phone: (850) 414-3415  
Email: Contract.Desk@myfloridalegal.com**

In the event the OAG changes the Contract Administrator, the OAG will notify the Contractor's Representative in writing. Such changes do not require a formal written amendment to the Contract.

### **7.2 Contract Manager**

The OAG's Contract Manager is responsible for all aspects of Contract management including but not limited to: managing the receipt, certification, and payment of commodities and Contractual services; monitoring and evaluating Contractor performance and end user satisfaction; serving as the point of contact for the OAG and Contractor; and maintaining a Contract management file. As of the effective date of the Contract, the Contract Manager is:

**Name:  
Title:  
Physical Address:  
Mailing Address: PL-01, The Capitol, Tallahassee, Florida 32399-1050  
Phone:  
Email: [REDACTED]@myfloridalegal.com**

In the event the OAG changes the Contract Manager, the OAG will notify the Contractor's Representative in writing. Such changes do not require a formal written amendment to the Contract.

### **7.3 Contractor's Representative**

The Contractor will assume sole responsibility for providing the commodities and

services offered in its Bid, whether the Contractor is the Contractor of said commodities and services or any component thereof. The OAG will consider the Contractor's Representative to be the sole point of contact regarding Contractual matters. As of the effective date of the Contract, the Contractor's Representative is:

**Insert Name:**

**Insert Title:**

**Address:**

**Phone:**

**Email:**

In the event the Contractor changes the Contractor's Representative, the Contractor will notify the OAG's Contract Administrator and Contract Manager in writing. Such changes do not require a formal written amendment to the Contract.

## **8. AUDITS, DOCUMENTATION AND RECORDS RETENTION**

### **8.1 Public Records Requests**

Pursuant to section 119.0701, Florida Statutes, the Contractor will comply with public records laws, and specifically will:

- 8.1.1** Keep and maintain public records required by the OAG to perform all services required by this Contract.
- 8.1.2** Upon receiving a request from the OAG's Custodian of Public Records, the Contractor will provide the OAG with a copy of the requested records, at no cost to the OAG, or allow the records to be inspected or copied by the member of the public making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 8.1.3** Ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this Contract, those records that are exempt or confidential and exempt from public records disclosure requirements by operation of section 119.071, Florida Statutes, or Chapter 119, Florida Statutes, are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the OAG.
- 8.1.4** Upon completion of this Contract, the Contractor will keep and maintain public records required by the OAG to perform the services to be provided in the scope of this Contract or electronically transfer in a file format compatible with the information technology systems of the OAG, at no cost to the OAG, all public records in possession of the Contractor. If the Contractor transfers all public records to the OAG upon completion of the Contract, the Contractor will destroy all duplicate public records that are exempt or confidential and exempt from

public records disclosure.

**8.1.5** If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor must meet all applicable requirements for retaining public records, consistent with the state of Florida's records. All public records stored electronically must be provided to the OAG, upon request of its Custodian of Public Records, at no cost to the OAG, in a format compatible with the information technology systems of the OAG.

## **8.2 Failure to Comply with Public Records Law**

Failure to comply with the OAG's request for records constitutes grounds for unilateral cancellation of this Contract by the OAG at any time. Further, any Contractor who fails to provide the public records to the OAG within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THEN THE CONTRACTOR MUST CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 414-3634, [publicrecordsrequest@myfloridalegal.com](mailto:publicrecordsrequest@myfloridalegal.com) OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.**

## **8.3 Indemnification**

Contractor will protect, defend, and indemnify the OAG for all claims arising from or relating to Contractor's determination that the redacted portions of its response to the ITB or any other documents or information submitted by the Contractor or on Contractor's behalf to the OAG are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Contractor fails to submit a redacted copy of information it claims is Confidential, the OAG is authorized to produce the entire documents, data, or records submitted to the OAG in response to a public records request or other lawful request for these records.

## **8.4 Confidential Information in Possession of Contractor**

During the Contract, the Contractor may have access to information that is confidential, exempt, or otherwise protected information.

Maintaining confidentiality and security of information which is in the possession of the Contractor pursuant to this Contract is a material provision of this Contract. Failure to maintain the confidentiality and security of data or information received under this

Contract will result in termination of this Contract for cause.

## **9. INTELLECTUAL PROPERTY**

All patents, copyrights, and trademarks arising, developed, or created during, or as a result of the Contract are the property of the OAG and nothing resulting from Contractor's services or provided by the OAG to the Contractor may be reproduced, distributed, licensed, sold or otherwise transferred without the prior written permission of the OAG. **This paragraph does not apply to the OAG's purchase of a license for Contractor's intellectual property or if otherwise specified in the Scope of Work.** If Contractor is a state university as defined under Chapter 1004, Florida Statutes, the above language will not apply and Respondent will retain ownership of all intellectual property developed as part of this Contract in accordance with section 1004.23, Florida Statutes. Intellectual property includes all copyrights, trademarks, and patentable developments.

## **10. DATA MANAGEMENT**

Unless otherwise directed by the OAG, the following provisions apply if the Contractor is performing hosting, software application or other information technology related services. For purposes of this section, "State Data" is defined as information or data provided by the OAG.

### **10.1 Backup Security**

The OAG will have the right to establish backup security for any State Data and to keep backup copies of State Data in its possession if it chooses. At the OAG's Contract Manager or designee request, the Contractor will provide the OAG with downloads of State Data to enable the OAG to maintain such backup copies.

### **10.2 Ownership and User Rights**

The State is and will remain the owner of all State Data made available by the State to the Contractor or its agents, Subcontractors, or representatives pursuant to this Contract, and all modifications to State Data, (even if made by the Contractor or a Subcontractor), regardless of whether the Contractor or the OAG is in possession or control of the State Data. The Contractor and its Subcontractors will not use the State Data for any purpose other than providing the Services, nor will any part of the State Data be disclosed, sold, assigned, leased, or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor or any Subcontractor. The Contractor and its Subcontractors will not possess or assert any lien or other right against State Data.

### **10.3 Hardware and Equipment**

Except as this Contract expressly provides otherwise, as between the State and the Contractor (or its subcontractor), the Party that furnishes hardware or equipment for its

or the other Party's use during performance of the Contract will be and remain the owner (or lessor, where applicable) of the hardware or equipment furnished by it.

#### **10.4 Rights in Deliverables and Work Products**

Deliverables and Work Products prepared by the Contractor and its subcontractors may consist of or contain any (or any combination) of the following: (i) Background Intellectual Property (IP), including Commercial Off the Shelf (COTS) software, templates, frameworks, and other materials) owned by the State, the Contractor, a Subcontractor, or a third-party licensor; (ii) Custom IP developed during performance of the Contract specially for (or by) the State; and (iii) customizations or add-ons to, or derivative works of, a Party's Background IP. Regardless of who creates or participates in the creation of the foregoing, ownership of and use rights in them will be as set out in the remainder of this **Section 10**, consistent with the requirements of section 287.0571(5)(k), Florida Statutes, **which provides that any copyrightable or patentable Intellectual Property produced as a result of work or services performed under the Contract, or in any way connected with the Contract, will be the property of the State, with only such exceptions as are clearly expressed and reasonably valued in the Contract.** In the case of any Solution component, Deliverable, or Work Product for which the OAG enters into a signed License with the owner or licensor thereof, such License's terms will supersede those set forth herein that would otherwise apply. License terms that conflict with this Contract are null and void (e.g., indemnification provisions, limitations on liability, or change in applicable law or venue).

### **11. GEOGRAPHIC LOCATION OF DATA SERVICES**

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

### **12. SECURITY**

Maintaining security is a material portion of this Contract and failure to maintain these standards may result in the consequences for non-performance, including, but not limited to indemnification of the State from any liability caused by the breach.

**High Confidentiality:** preserving authorized restrictions on information access and disclosure, including means for protecting personal privacy and proprietary information.

**High Integrity:** guarding against improper information modification or destruction and includes ensuring information non-repudiation and authenticity.

**Medium Availability:** ensuring timely and reliable access to and use of information with minimal downtime during normal business hours.

### **13. RECORDS RETENTION**

The Contractor will retain documentation created because of the services performed under the Contract and all other records, electronic files, papers, and documents that were made in relation to this the Contract in compliance with State law.

### **14. MONITORING BY THE OAG**

The Contractor will permit all persons who are duly authorized by the OAG 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 OAG of satisfactory performance of the terms and conditions of this Contract. Following such review, OAG will deliver to the Contractor a written report of its findings, and may direct the development, by the Contractor, of a corrective action plan. This provision will not limit the OAG's termination rights.

### **15. AUDITS**

The OAG may conduct or have conducted performance and compliance audits of all areas of the Contractor and any subcontractors as determined by the OAG. The OAG may conduct an audit and review all the Contractor's and any 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 OAG upon five business days' notice, during normal working hours. Release statements from its subcontractors, partners or agents are not required for the OAG 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.

### **16. DIVERSITY AND DIVERSITY REPORTING**

#### **16.1 Diversity**

It is the policy of the state of Florida that minority business enterprises, women-owned business enterprises, and service-disabled veteran business enterprises (as those terms are defined in Florida Statutes), have the maximum practicable opportunity to participate in performing contracts led by any state agency. The Contractor will fully emulate this policy to the extent possible, consistent with ensuring its efficient contract performance, by reasonably considering such business enterprises as subcontractors for the services rendered under this Contract. Contractor will comply with all controlling applicable law respecting the participation of such business enterprises in the provision of the services and to reasonably cooperate in any studies or surveys as may be conducted by the State to determine the extent of the Contractor's compliance with this section.

## **16.2 Diversity Reporting**

Upon request, the Contractor will report to the OAG, spending 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.

## **17. SECURE DATA AND ABILITY TO AUDIT REQUIREMENTS**

### **17.1 Duty to Provide Secure Data**

The Contractor will maintain the security of data. This includes, but is not limited to, a secure area around any display of such data or data that is otherwise visible. The Contractor will also comply with all other State and Federal rules and regulations regarding the security of information.

### **17.2 OAG's Ability to Audit Screening Compliance and Inspect Locations**

The OAG will have the right to inspect the Contractor's work area and location upon two business days' prior written notice to the Contractor to ensure compliance with the contract and all applicable state rules and regulations.

## **18. BACKGROUND SCREENING REQUIREMENTS**

### **18.1 Definitions**

"Personnel" means any Contractor employees, subcontractor personnel, independent Contractors, leased employees, volunteers, licensees, or other persons, operating under the direction of the Contractor with access to State data, who enter the premises and facilities of OAG, or receive tangible items of value from the OAG.

"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 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 will ensure the background screening required below is conducted on all persons directly entering any OAG facility and performing services under the Contract whether the person has access to State data, as well as those persons who are not

performing services under the Contract but have access, including indirect access, to State data.

## **18.2 Background Screening Required**

All Contractor personnel, including but not limited to any subcontractor, employee, agent, or representative, who will have access to any tangible items received from the OAG under this Contract, must undergo, at minimum, a Level 1 Background check consistent with the requirements of section 943.053, Florida Statutes prior to Contract execution and each renewal year. The Contractor must notify the Contract Manager of changes to personnel that will impact the services being performed under this Contract. The Contractor must provide an attestation that a background check has been conducted on those personnel and provide a copy of such attestation to the Contract Manager upon request before that individual can begin work under the Contract. The OAG reserves the right to reject proposed personnel based on background check information. The Contractor is responsible for payment of, and retaining records relating to, completed background checks.

## **18.3 CJIS Security Awareness Training Requirements**

As directed by the OAG, CJIS Awareness Training must be successfully completed by all Contractor personnel prior to being allowed to access OAG data. The OAG will provide instructions for the training to the Contractor and each Person employed under the Contract.

## **19. NO THIRD-PARTY RIGHTS**

This Contract is for the benefit of the OAG and not for the benefit of any third party.

## **20. GOVERNING LAW**

This Contract will be construed, performed, and enforced in accordance with the laws and rules of the state of Florida. If any term or provision of the Contract is found to be illegal or unenforceable such term or provision will be deemed stricken and the remainder of the Contract will remain in full force and effect. All litigation arising under this Contract will be instituted in the appropriate court in Leon County, Florida.

## **21. ARBITRATION CLAUSES EXCLUDED**

The OAG expressly disavows any clause stated or referenced in any quote, estimate, or Bid that would require the OAG to submit to mandatory, binding arbitration regarding any disputes which arise from the performance of the Contract by Contractor of the commodities, services or software so acquired. No such clause will restrict the OAG's remedies in law and equity as prescribed by law.

## **22. COMPLIANCE WITH LAWS**

The Contractor will comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. Violation of any laws, rules, codes, ordinances, or licensing requirements will be grounds for Contract termination or nonrenewal of the Contract.

## **23. TRANSITION SERVICES**

When the Contract term ends, if it is canceled, or terminated and a new Contract is executed with an entity other than the Contractor, the Contractor has an affirmative obligation to assist in the smooth transition of contract services to the subsequent contractor. If the OAG determines that Transition Services are necessary, such services may continue for up to six months after termination, expiration, or cancellation of the Contract, at no cost to the OAG, or as agreed upon by the Parties in writing.

## **24. DISPUTE RESOLUTION**

Paragraph 8a. Dispute Resolution, of the PUR 1000, is specifically rejected and does not apply to this Contract.

## **25. LICENSES AND PERMITS**

The Contractor is responsible for obtaining all necessary licenses and permits required to perform the services specified in this Contract and will bear all costs related to any licenses or permits.

## **26. NOTICE OF LEGAL ACTIONS**

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

## **27. RESPECT**

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

**RESPECT**  
**2475 Apalachee Pkwy**  
**Tallahassee, Florida 32301-4946**  
**Phone: (850)-487-1471**

## **28. PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES**

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in section 946.515(2) and (4), Florida Statutes.; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. The “corporation identified” is PRIDE. Available pricing, products, and delivery schedules may be obtained by contacting:

**PRIDE Enterprises**  
**12425-28<sup>th</sup> Street, North**  
**St. Petersburg, Florida 33716**  
**Phone: 1-800-643-8459**

## **29. SCRUTINIZED COMPANIES**

This Contract may be terminated at the option of the OAG if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes or has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, has been engaged in business operations in Cuba or Syria, or if the Contractor is placed on the Scrutinized companies that Boycott Israel List, or is engaged in the boycott of Israel.

### **30. PUBLIC ENTITY CRIME, DISCRIMINATORY VENDORS AND ANTITRUST VIOLATOR VENDOR LIST**

Pursuant to sections 287.133, 287.134, 287.135, and 287.137(2), Florida Statutes, the following restrictions apply to the persons placed on the convicted vendor list, antitrust violator vendor list or the discriminatory vendor list:

#### **30.1 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, Bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, Bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, Bid, or reply on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

#### **30.2 Discriminatory Vendor List**

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

#### **30.3 Antitrust Violator Vendor List**

A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, Bid, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, Bid, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, Bid, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

#### **30.4 Notification Requirements**

Contractor must notify the OAG if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator List during the life of the Contract.

### **31. 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 comply with this provision.

### **32. E-VERIFY EMPLOYMENT ELIGIBILITY VERIFICATION**

Pursuant to section 448.095, Florida Statutes, Contractor must register and use the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the Contractor during the Contract term. Additionally, if the Contractor enters into a contract with a subcontractor, the subcontractor must register in the E-Verify system and provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor will maintain a copy of such affidavit for the duration of this Contract.

The OAG may request documentation of compliance with this provision at any time during the Contract term.

The Contract may be subject to termination for failure to comply with the requirements set forth in this Article, as specified in section 448.095, Florida Statutes.

### **33. INDEPENDENT CAPACITY OF THE CONTRACTOR**

The Contractor is an independent contractor and is solely liable for the performance of all tasks and deliverables contemplated by this Contract. Except where the Contractor is a state agency, the Contractor, its officers, agents, employees, subcontractors, or assignees, in performance of this Contract, will act in the capacity of an independent contractor and not as an officer, employee, or agent of the state of Florida. Contractor will not represent to others that it has the authority to bind the OAG unless specifically authorized to do so.

Except where Contractor is a state agency, Contractor, its officers, agents, employees, subcontractors, or assignees are not entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Contract.

Contractor will take such actions as may be necessary to ensure that each subcontractor of Contractor understand they are independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the state of Florida.

Unless justified by Contractor and agreed to by the OAG in this Contract, the OAG will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to Contractor, or its subcontractor or assignee.

All deductions for social security, withholding taxes, income taxes, contributions to

unemployment compensation funds, and all necessary insurance for Contractor, Contractor's officers, employees, agents, subcontractors, or assignees will be the responsibility of Contractor.

**34. PRESERVATION OF REMEDIES**

No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Contract, will impair any such right, power or remedy of either party; nor will delay or omission be construed as a waiver of any such breach or default, or any similar breach of default thereafter.

**35. UNAUTHORIZED EMPLOYMENT**

The employment of unauthorized aliens by a Contractor is considered a violation of Section 274A of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Contract.

**36. USE OF COERCION FOR LABOR OR SERVICES**

Pursuant to section 787.06(13), Florida Statutes, when the Contract is renewed or extended, the Contractor will submit an affidavit, which will be provided by the OAG's Contract Manager, and signed under the penalty of perjury attesting that the Contractor does not use coercion for labor or services.

**37. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

As applicable, the Contractor must meet all federal and state regulations regarding standards for privacy and individually identifiable health information as identified in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and Florida Statutes.

HIPAA requires, among other things, that the confidentiality of Personal Health Information is ensured. This includes physical and logical security of data, encryption of data in transit, proper disposal, and destruction of data on any media (electronic or hardcopy), and release of data only to authorized recipients.

**38. ASSIGNMENT OF THE CONTRACT**

This Contract is not assignable except with the prior written approval of the OAG. Payments due under the Contract are not assignable except with the prior written approval of the OAG, and the concurrence of the Chief Financial Officer of the State. In the event of such approval, the Contract terms and conditions will apply to and bind the party or parties to whom the Contract is assigned as fully and completely as the Contractor is hereunder bound and obligated. No assignment will operate to release the Contractor from its liability for the prompt and effective performance of its obligations under the Contract.

**39. COOPERATION WITH INSPECTORS GENERAL**

To the extent applicable, Contractor acknowledges and understands it has a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.

**40. COUNTERPARTS; ELECTRONIC SIGNATURES**

This Contract may be executed in one or more counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. For purposes of this Contract, use of a facsimile, e-mail, or another electronic medium will have the same force and effect as an original signature.

**41. MODIFICATIONS**

Unless otherwise specified, any modifications to this Contract must be in writing and executed by the parties.

**42. COMPLIANCE WITH THE COPELAND “ANTI-KICKBACK” ACT**

As applicable, and if this Contract includes federal funds, the Contractor must comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Contract. The act prohibits the inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations must be reported to the OAG.

**43. FEDERAL LAW RIGHTS TO INVENTIONS**

As applicable, and if this Contract includes federal funds that will be used for the performance of experimental, developmental, or research work, Provider must comply with 37 C.F.R., part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Governmental Grants, Contracts, and Cooperative Agreements.”

**44. FEDERAL CLEAN AIR ACT**

As applicable, and if this Contract contains federal funds and is over \$100,000, Provider must comply with all applicable standards, orders, or regulations of the Clean Air Act, as amended (42 U.S.C. chapter 85) and the Clean Water Act, as amended (33 U.S.C. chapter 26), President’s Executive Order 11738, and Environmental Protection Agency regulations codified in Title 40 of the Code of Federal Regulations. The Contractor must report any violations of the above to the OAG.

**45. PRO-CHILDREN ACT OF 1994**

As applicable, and if this Contract contains federal funds, Contractor must comply with the Pro-Children Act of 1994, 20 U.S.C. sections 6081-6084, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, daycare, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Contractor's failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and the imposition of an administrative compliance order on the entity responsible. If applicable, Contractor must also include a similar provision in any subcontracts it enters under this Contract.

**46. FEDERAL SUSPENSION AND DEBARMENT LIST**

As applicable, and if this Contract is funded with federal funds, the Contractor agrees to comply with 2 C.F.R. Part 180 and 2 C.F.R. Part 3000 and warrants none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction (as defined by federal law) it enters into. Contractor must notify the OAG immediately if it or any of the Contractor's employees, affiliates or subcontractors are included on the Federal Suspension or Debarment Lists.

**47. ALL TERMS AND CONDITIONS INCLUDED**

This Contract is comprised of the OAG's Standard Contract, this document (Attachment A), Scope of Work, Price Sheet (Attachment B), and any documents incorporated by reference. The Contract as described herein supersedes all previous communications, representations, or agreements, either verbal or written between the parties, including ITB DLA 2025.02 and Contractor's Response to the ITB, the relevant portions which have been incorporated into the Contract. If any term or provision of the Contract is determined by a court of law to be unlawful or unenforceable, the remainder of the Contract will remain in full force and effect.

**IN WITNESS WHEREOF**, the duly authorized representatives of the OAG and the Contractor have executed this Contract.

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«CONTRACTOR NAME»

«TITLE»

---

Greg Slemp

Interim General Counsel

---

Date

---

Date

«ENTER NUMBER»

---

FEIN or SS Number

**ATTACHMENT B**  
**Office of the Attorney General**  
**Service of Process**  
**Price/Rate Sheet**

**Instructions:** Respondent must complete Attachment B in its entirety by providing a fixed price, unit rate for each Service Level listed below for Service Area 1 and Service Area 2. Service Area 3, Cancellations, and Additional Services will not be scored nor calculated to determine the basis of the award.

Respondent's proposed pricing must be firm prices, and all-inclusive. It is the Respondent's responsibility to take into consideration items, including but not limited to, overhead, salaries, fringe benefits, operating margin, travel, labor, materials, equipment, incidental expenses, and subcontractor costs (if any) when coming up with the proposed unit rate.

No changes or modifications to this Price/Rate Sheet will be accepted. Any changes or modifications made to this Price/Rate Sheet may cause the Respondent to be deemed non-responsive and ineligible for award.

**A. Service Area 1: Service of Process within the State of Florida**

**Pricing for Three-Year Term:**

| Service Area 1: Service of Process<br>Within the state of Florida | Year 1<br>Unit Rate | Year 2<br>Unit Rate | Year 3<br>Unit Rate | Average<br>Unit Rate |
|-------------------------------------------------------------------|---------------------|---------------------|---------------------|----------------------|
| Routine Service                                                   | \$_____             | \$_____             | \$_____             | \$_____              |
| Express Service                                                   | \$_____             | \$_____             | \$_____             | \$_____              |
| Priority Service                                                  | \$_____             | \$_____             | \$_____             | \$_____              |

**Three Year Renewal Pricing:**

| Service Area 1: Service of<br>Process Within the state of<br>Florida | Renewal<br>Year 1 | Renewal<br>Year 2 | Renewal<br>Year 3 | Average<br>Unit Rate |
|----------------------------------------------------------------------|-------------------|-------------------|-------------------|----------------------|
| Routine Service                                                      | \$_____           | \$_____           | \$_____           | \$_____              |
| Express Service                                                      | \$_____           | \$_____           | \$_____           | \$_____              |
| Priority Service                                                     | \$_____           | \$_____           | \$_____           | \$_____              |

**B. Service Area 2: Service of Process inside of the United States**

**Pricing for Initial Three-Year Term:**

| Service Area 2: Service of Process Within the United States, including its Territories and Commonwealths Deliverables to be Performed | Year 1 Unit Rate | Year 2 Unit Rate | Year 3 Unit Rate | Average Unit Rate |
|---------------------------------------------------------------------------------------------------------------------------------------|------------------|------------------|------------------|-------------------|
| Routine Service                                                                                                                       | \$ _____         | \$ _____         | \$ _____         | \$ _____          |
| Express Service                                                                                                                       | \$ _____         | \$ _____         | \$ _____         | \$ _____          |
| Priority Service                                                                                                                      | \$ _____         | \$ _____         | \$ _____         | \$ _____          |

**Three Year Renewal Term Pricing:**

| Service Area 2: Service of Process Within the United States, including its Territories and Commonwealths | Renewal Year 1 | Renewal Year 2 | Renewal Year 3 | Average Unit Rate |
|----------------------------------------------------------------------------------------------------------|----------------|----------------|----------------|-------------------|
| Routine Service                                                                                          | \$ _____       | \$ _____       | \$ _____       | \$ _____          |
| Express Service                                                                                          | \$ _____       | \$ _____       | \$ _____       | \$ _____          |
| Priority Service                                                                                         | \$ _____       | \$ _____       | \$ _____       | \$ _____          |

**C. Service Area 1 Cancellation Pricing**

**Pricing for Initial Three-Year Term**

| Service Area 1: Service of Process Within the state of Florida                       | Year 1   | Year 2   | Year 3   |
|--------------------------------------------------------------------------------------|----------|----------|----------|
| Cancellation Prior to Attempt to Effect Service                                      | \$ _____ | \$ _____ | \$ _____ |
| Routine Cancellation After Attempt to Effect Service But Prior to Effected Service   | \$ _____ | \$ _____ | \$ _____ |
| Express Cancellation After Attempt to Effect Service But Prior to Effective Service  | \$ _____ | \$ _____ | \$ _____ |
| Priority Cancellation After Attempt to Effect Service But Prior to Effective Service | \$ _____ | \$ _____ | \$ _____ |

**Three Year Renewal Term Pricing**

| Service Area 1: Service of Process Within the state of Florida                       | Renewal Year 1 | Renewal Year 2 | Renewal Year 3 |
|--------------------------------------------------------------------------------------|----------------|----------------|----------------|
| Cancellation Prior to Attempt to Effect Service                                      | \$ _____       | \$ _____       | \$ _____       |
| Routine Cancellation After Attempt to Effect Service But Prior to Effected Service   | \$ _____       | \$ _____       | \$ _____       |
| Express Cancellation After Attempt to Effect Service But Prior to Effective Service  | \$ _____       | \$ _____       | \$ _____       |
| Priority Cancellation After Attempt to Effect Service But Prior to Effective Service | \$ _____       | \$ _____       | \$ _____       |

**D. Service Area 2 Cancellation Pricing****Initial Three-Year Term**

| Service Area 2: Service of Process Within the United States, including its Territories and Commonwealths | Year 1   | Year 2   | Year 3   |
|----------------------------------------------------------------------------------------------------------|----------|----------|----------|
| Cancellation Prior to Attempt to Effect Service -                                                        | \$ _____ | \$ _____ | \$ _____ |
| Routine Cancellation After Attempt to Effect Service But Prior to Effected Service                       | \$ _____ | \$ _____ | \$ _____ |
| Express Cancellation After Attempt to Effect Service But Prior to Effective Service                      | \$ _____ | \$ _____ | \$ _____ |
| Priority Cancellation After Attempt to Effect Service But Prior to Effective Service                     | \$ _____ | \$ _____ | \$ _____ |

**Three Year Renewal Term Pricing**

| Service Area 2: Service of Process Within the United States, including its Territories and Commonwealths | Renewal Year 1 | Renewal Year 2 | Renewal Year 3 |
|----------------------------------------------------------------------------------------------------------|----------------|----------------|----------------|
| Cancellation Prior to Attempt to Effect Service                                                          | \$ _____       | \$ _____       | \$ _____       |
| Routine Cancellation After Attempt to Effect Service But Prior to Effected Service                       | \$ _____       | \$ _____       | \$ _____       |
| Express Cancellation After Attempt to Effect Service But Prior to Effective Service                      | \$ _____       | \$ _____       | \$ _____       |
| Priority Cancellation After Attempt to Effect Service But Prior to Effective Service                     | \$ _____       | \$ _____       | \$ _____       |

**ATTACHMENT B**  
**ADDITIONAL SERVICES PRICE SHEET**  
**SERVICE OF PROCESS**  
**DEPARTMENT OF LEGAL AFFAIRS**

**Respondent's Name:** \_\_\_\_\_

Respondent should list a price for each optional service item available to the Customer. If a service is not available, then the Respondent should insert "\$0.00" in that box. No changes to the format or Additional Services listed are permitted. However, Respondent may change the Pricing column to specify whether rates are for example, hourly, daily etc. Note, the optional services are not calculated in the Respondent's overall price scoring.

| <b>Additional Services/Fixed Price Rate</b> | <b>Pricing</b> |
|---------------------------------------------|----------------|
| Testify Fee                                 | \$ _____       |
| Witness Fee                                 | \$ _____       |
| Subpoena Fee                                | \$ _____       |
| Skip Trace                                  | \$ _____       |
| *Wait Times                                 | \$ _____       |
| Stakeouts                                   | \$ _____       |
| *State Prison Wait Time                     | \$ _____       |
| Chief Financial Officer document service    | \$ _____       |
| Service in Puerto Rico                      | \$ _____       |

Respondent Name:

Respondent Mailing Address:

City, State, Zip:

Date:

Signature of Authorized Representative:

Printed (Typed) Name and Title:

Phone Number: (    )

---

FEIN:

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By affixing my signature, I am confirming that I have read and understand the terms and conditions of this ITB and that I am the individual authorized to bind my firm/organization to the same terms and conditions of this ITB and the pricing offered herein.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**ATTACHMENT C**

**PUR 2024 USE OF COERCION FOR LABOR AND  
SERVICES**

**ITB DLA 2025.02 Service of Process**

Pursuant to section 787.06(13), Florida Statutes, this portion of the form **must be completed by an officer or representative of the nongovernmental entity** executing, renewing, or extending a contract with a governmental entity.

\_\_\_\_\_ does not use coercion for labor or services as defined  
in section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in  
it are true.

Entity Name: \_\_\_\_\_

Representative/Officer's Printed Name: \_\_\_\_\_

Representative/Officer's Title: \_\_\_\_\_

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

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

## ATTACHMENT D

### FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, Bid, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

**Name of entity** is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

**Printed Name:**

**Title:**

**Signature:**

**Date:**

**ATTACHMENT E**  
**Vendor Certification**  
**Form**

I hereby certify the following on behalf of the vendor/Respondent identified below:

| <b><u>Customer Indicator</u></b><br>(Required, N/A, Determined by Vendor) | <b><u>Vendor Indicator</u></b><br>(Certified, N/A) | <b><u>Certification</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---------------------------------------------------------------------------|----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Required                                                                  | Choose an item.                                    | Regardless of the dollar value of the goods or services provided, in accordance with the requirements of section 287.135(5), F.S., the vendor is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at <a href="https://www.sbafla.com/governance/global-governance-mandates/">https://www.sbafla.com/governance/global-governance-mandates/</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Required                                                                  | Choose an item.                                    | If the goods or services to be provided are \$1 million or more, in accordance with the requirements of section 287.135, F.S., the vendor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at <a href="https://www.sbafla.com/reporting/">https://www.sbafla.com/reporting/</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Required                                                                  | Choose an item.                                    | <p>The vendor is not on the Suspended Vendor List; it and its suppliers, subcontractors, or consultants to be utilized under the contract are not on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists; and there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the contract obligations.</p> <p>The vendor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the vendor's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The vendor is hereby further informed of the provisions of section 287.1351, F.S., that</p> |

|          |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----------|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          |                 | identify the impacts to the vendor's ability to enter into or renew a contract with an agency, as defined in section 287.012, F.S., if it is placed on the Suspended Vendor List of the Department of Management Services.                                                                                                                                                                                                                                      |
| Required | Choose an item. | If the contract grants the vendor access to an individual's personal identifying information, the vendor is not prohibited from entering into the contract pursuant to section 287.138, F.S., and has completed the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at <a href="http://www.flrules.org/Gateway/reference.asp?No=Ref-15843">http://www.flrules.org/Gateway/reference.asp?No=Ref-15843</a> , and attached it hereto.      |
| N/A      | Choose an item. | If the vendor is a common carrier, as defined in section 908.111, F.S., or a contracted carrier, it is not prohibited from entering into the contract pursuant to section 908.111, F.S., and has completed the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at <a href="http://www.flrules.org/Gateway/reference.asp?No=Ref-14614">http://www.flrules.org/Gateway/reference.asp?No=Ref-14614</a> , and attached it hereto. |
| Required | Choose an item. | The vendor is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S.; and has not, within the last year, had a contract terminated under section 448.095(5)(c), F.S., by a public employer, contractor, or subcontractor, as defined by section 448.095(1), F.S.                                                                                                                                 |
| Required | Choose an item. | The vendor is in compliance with all applicable disclosure requirements set forth in section 286.101, F.S., and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to section 286.101(7), F.S.                                                                                                                                                                                                                            |

|                 |                 |                                                                                                                                                                                                                                                                                                                                                        |
|-----------------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Choose an item. | Choose an item. | If the contract is between a nongovernmental entity and a governmental entity, in accordance with section 787.06, F.S., the vendor has completed an affidavit signed by an officer or a representative of the vendor under penalty of perjury attesting that the vendor does not use coercion for labor or services as defined in section 787.06, F.S. |
|-----------------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

By signing below, I certify that I am authorized to complete and submit this Vendor Certification Form on behalf of the Respondent.

**Printed Name:**

**Title:**

**Signature:**

**Date:**