State of Florida
Department of Financial Services

Request for Proposals (RFP)
Number: 2526-04 RFP CI
Statewide Response Team Vehicle Equipment Installation

Procurement Officer:
Becky Hale
Deputy Purchasing Director
Department of Financial Services
Office of Purchasing and Contractual Services
200 E. Gaines Street, Larson Building
Tallahassee, FL 32399-0347
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Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

TABLE OF CONTENTS

Appendices

Letter	Name	Attachment Sub-components, If Any	**To Be Completed and Returned**	Attached for Reference Only
A	Standard Contract	Contract Signature Page		✓
		Attachment 1, Special Contract Conditions		✓
		Attachment 2, Statement of Work		✓
		Exhibit 1, New Vehicle Delivery Inspection Sheet		✓
		Exhibit 2, CID Quality Control Check List		✓
		Attachment 3, Price Response	✓	
		Attachment 4, PUR 1000		✓

		Attachment 5, Contractor's Response *(This document is not yet available.)*		
		Attachment 6 Mandatory Criteria Certification Form	✓	
B	Questions Template		✓	
C	Evaluator Score Sheet			✓
D	Award Preferences Form		✓	

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SECTION 1. INTRODUCTION

1.1 Purpose

The Department of Financial Services (Department), an agency of the state of Florida (State), is issuing this Request for Proposal (RFP) to establish a contract for Statewide Response Team (SRT) vehicle equipment installation services, including all labor and materials as defined herein, for build-out of two (2) new Ford F-550 4x4 Super Cab Chassis with refurbished non-walk-in investigations support units to be used by the Department's Division of Criminal Investigations (Division).

The solicitation will be administered through the Vendor Information Portal (VIP). The submitted Response must comply with the terms and conditions stated in this RFP.

The Department intends to enter into a Contract (Contract) using Appendix A, Standard Contract, which is hereby incorporated by reference. The Department intends to award the Contract as provided in Section 5, Award, of this solicitation document.

1.2 Term

The initial term of the Contract will be one (1) year beginning on the date last signed (Effective Date). The Contract may not be renewed.

1.3 Definitions

The following definitions apply to this RFP document:

Business Days – Monday through Friday, inclusive, except for State government holidays.

Confidential Information – Any documents, data, or records that are confidential and not subject to disclosure pursuant to chapter 119, F.S., the Florida Constitution, or any other legal authority.

Contract – The agreement that results from this competitive solicitation, if any, between the Department and the awarded Respondent.

Contractor – The Respondent that executes a Contract with the Department pursuant to this RFP.

Respondent – An entity that submits a Response to this RFP.

Response – A formal response to this RFP.

State - The state of Florida.

Vendor Information Portal (VIP) - The State's internet-based vendor information system at https://vendor.myfloridamarketplace.com/

If more than one contract is awarded, then the use of the terms "Contract," "Contractor," "Response," and "Respondent," includes the plural when applicable.

1.4 Procurement Officer

Pursuant to section 287.057(25), F.S., the Department's Procurement Officer (Procurement Officer) is the sole point of contact for this solicitation.

The Procurement Officer is:
Becky Hale
Deputy Purchasing Director
Office of Purchasing and Contractual Services
Department of Financial Services
Email: DFSpurchasing@myfloridacfo.com

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

Please note that questions will NOT be answered by telephone. All inquiries must be directed to the Procurement Officer in writing. For expediency, the Procurement Officer at his sole discretion may initiate phone calls to Respondents to resolve procedural or administrative issues. As all questions should be submitted in writing, the Department is under no obligation to acknowledge or respond to oral inquiries, and potential Respondents are not entitled to rely upon any clarification or change to this RFP, or answer to any vendor question, except as may be provided in writing by the Department in response to questions submitted pursuant to Section 2.4, Question and Answer Period of the RFP or in an addendum to this RFP.

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

Any such contact by any person with a relevant business relationship with a Respondent or an existing or prospective subcontractor to a Respondent is assumed to be contact on behalf of a Respondent unless shown otherwise.

1.5 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Procurement Officer. Requests for accommodations for meetings must be made at least five (5) Business Days prior to the meeting. A person who is hearing or speech impaired can contact the Procurement Officer by using the Florida Relay Service at (800) 955-8771 (TDD).

1.6 Cooperation with Inspector General

By providing a Response to this solicitation, the Respondent understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing, in the event 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.

1.7 Convicted Vendor List

Pursuant to section 287.133(2)(a), F.S., "[a] person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, 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, proposals, 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, F.S.] for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

1.8 Discriminatory Vendor List

Pursuant to section 287.134(2)(a), F.S., "[a]n entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, 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, proposals, 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."

1.9 Antitrust Violator Vendor List

Pursuant to section 287.137(2)(a), "[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, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, 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, proposal, 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."

1.10 Scrutinized Companies.

The following paragraph applies regardless of the dollar value of the goods or services provided:
In accordance with the requirements of section 287.135, F.S., the Contractor certifies that it is not participating in a boycott of Israel. At the Department's option, the Contract may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in statute as the "Scrutinized Companies that Boycott Israel List") or becomes engaged in a boycott of Israel.
The State Board of Administration maintains the "Quarterly List of Scrutinized Companies that Boycott Israel" at the following link:
https://www.sbafla.com/governance/global-governance-mandates/.

The following paragraph applies only when the goods or services to be provided are $1 million or more:
In accordance with the requirements of section 287.135, F.S., the Contractor certifies that it is not on the Scrutinized List of Prohibited Companies (referred to in statute as the "Scrutinized Companies with Activities in Sudan List" and the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List") and, to the extent not preempted by Federal law, that it has not been engaged in business operations in Cuba or Syria. At the Department's option, the Contract may be terminated if such certification (or the certification regarding a boycott of Israel) is false, if the Contractor is placed on the Scrutinized List of Prohibited Companies, or, to the extent not preempted by Federal law, if the Contractor engages in business operations in Cuba or Syria.
The State Board of Administration maintains the "Scrutinized List of Prohibited Companies" under the quarterly reports section at the following link:
https://www.sbafla.com/reporting/.

SECTION 2. RFP PROCESS

2.1 Overview of the RFP

The RFP is a method of competitively soliciting a commodity or contractual service under chapter 287, F.S. Under this RFP, **there will be a mandatory pre-Response conference.** See Section 2.3, Pre-Response Conference, for further information. Vendors may submit questions regarding this RFP to the Department during the Question and Answer Period described further in Section 2.4 below.

Respondents must submit Responses by the deadline listed in Section 2.2, Timeline. The Department will open Responses at a public opening. After the public opening, the Procurement Officer will review Responses in accordance with Section 4.1, Review of Mandatory Responsiveness Requirements. Responses that the Procurement Officer determines are responsive to the RFP will be evaluated by the evaluation team. After evaluation, the Procurement Officer will compile the final evaluation scores and add the points awarded for price, as further detailed below. If the Department awards a Contract resulting from this RFP, the Department will award the Contract to the responsible and responsive Respondent whose Response is deemed the most advantageous to the State based upon the criteria set forth in the RFP, as determined by the total points awarded (*i.e.*, the highest scoring Respondent).

This section is only intended to be an overview. Read the solicitation in its entirety for further details. In the event of a conflict between this overview and another section of this RFP document, the other section of the RFP document will control.

2.2 Timeline

The following timeline will be strictly adhered to in all actions relative to this solicitation. The Department reserves the right to adjust this timeline by posting addenda on the VIP. It is the Respondent's responsibility to check VIP on a regular basis for such updates.

Event	Event Time Eastern Time (ET)	Event Date
RFP posted on the VIP.	NA	June 12, 2026
Mandatory pre-response conference Location: Florida State Fire College 11655 NW Gainesville Road Ocala, Florida 34482	2:00 PM – 3:00 PM	June 24, 2026
Deadline to submit questions to Procurement Officer.	5:00 PM	June 26, 2026
Anticipated date to post answers to Respondents' questions on VIP.	N/A	July 2, 2026
Deadline to submit Responses and all required documents to the Department. **Please note, electronic Responses will **not** be accepted. Submit Responses in accordance with Section 3.4 below.**	3:00 PM	July 15, 2026

Event	Event Time Eastern Time (ET)	Event Date
Public Response opening. Department of Financial Services 200 E. Gaines Street, Larson Building, Suite 101 Tallahassee, FL, 32399 NOTE: The public opening will also be conducted via conference call. To attend the public opening call 888-585-9008 and when prompted use Conference No.: 819-252-704. Attendance at this public opening is not required.	3:15 PM	July 15, 2026
Anticipated date to post Notice of Intent to Award on VIP.	N/A	July 21, 2026
Anticipated Contract start date.	N/A	August 10, 2026

2.3 Pre-Response Conference

The Department will hold a **mandatory pre-Response conference** for this solicitation. At least one representative from the Respondent must attend the pre-Response conference and must document his or her attendance by signing in on the Department's attendance sheet that will be available during the pre-Response conference. A RESPONDENT'S FAILURE TO HAVE AT LEAST ONE REPRESENTATIVE ATTEND THE MANDATORY PRE-RESPONSE CONFERENCE AND SIGN THE DEPARTMENT'S ATTENDANCE SHEET WILL RESULT IN THE RESPONDENT BEING DEEMED NON-RESPONSIVE AND INELIGIBLE FOR CONTRACT AWARD. See Section 2.2, Timeline for the date, time and location of the pre-Response conference.

Information provided during the pre-Response conference is not binding on the Department. To formalize information provided during the pre-Response conference for use during the solicitation process, Respondents may ask questions during the question and answer period that seek a written response from the Department.

2.4 Question and Answer Period

Vendors may submit written questions to the Procurement Officer by the deadline listed in Section 2.2, Timeline. Questions may include requests for clarification regarding the terms, conditions, and requirements of the RFP and its appendices, and any processes described in those documents. If terms included in Appendix A, Standard Contract, are impractical or, for legal or operational reasons, impossible, vendors must submit a question requesting modification of the Standard Contract terms, and the Department will issue an addendum to this RFP if such modifications are acceptable to the Department.

PLACE THE SOLICITATION NUMBER IN THE SUBJECT LINE OF ALL EMAILS CONTAINING QUESTIONS.

Submit questions using Appendix B, Questions Template, which is posted to the VIP with this RFP.

Questions do not constitute a formal protest of the specifications or of the solicitation.

The Department will provide an answer to all questions that are timely submitted through an addendum that is posted on the VIP. If modifications are made to the RFP document or attachments, the Department will post the changes in an addendum on the VIP.

2.5 Public Opening of Responses

The Department will open the Responses in a public opening at the date, time, and location noted in Section 2.2, Timeline. Please note, the public opening will also be conducted via conference call as stated in Section 2.2, Timeline.

2.6 Addenda to the RFP

The Department reserves the right to make changes to this RFP by posting addenda on the VIP. It is the Respondent's responsibility to check for any posted addenda on the VIP.

2.7 Contract Formation

The Department will enter into a Contract with the awarded Respondent pursuant to Section 5, Award. The Contract will consist of the of the documents listed under Appendix A, Standard Contract, in this RFP document's Appendices Table. The Department will not accept any modification or proposed modifications and/or exceptions to the documents listed under Appendix A, Standard Contract, unless modified by the Department in an addendum posted to the VIP.

The Respondent shall bring any perceived inconsistencies among any of the provisions of the RFP and its appendices to the attention of the Department prior to the submission of its Response. At any time during the solicitation, the Department may specifically identify and incorporate by reference any additional documents which are to be incorporated into the Contract.

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SECTION 3. RESPONSE INSTRUCTIONS

3.1 Instructions to Respondents

This section contains the General Instructions (PUR 1001) and Special Instructions to Respondents. The PUR 1001 can be accessed at State Purchasing (PUR) Forms / State Agency Resources / State Purchasing / Business Operations - Florida Department of Management Services (myflorida.com).

The Special Instructions are in the remainder of Section 3 of this RFP document. In accordance with Rule 60A-1.002, F.A.C., in the event any conflict exists between the Special Instructions and General Instructions, the Special Instructions will prevail.

Section 13 of the PUR 1001 is replaced by Section 5.3 of the RFP. Sections 3, 5, and 9 of the PUR 1001 are replaced with the following:

Section 3. Electronic Submission of Responses.
Responses shall be submitted in accordance with Section 3.4, How to Submit a Response, of the RFP document.

Section 5. Questions.
Questions shall be submitted in accordance with Section 2.4, Question and Answer Period, of the RFP document.

Section 9. Respondent's Representation and Authorization.

(a) In submitting its Response, the Respondent understands, represents, and acknowledges the following:

- The Respondent is not currently under suspension or debarment by the state of Florida or any other governmental authority.
- The Response is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; neither the prices nor amounts, actual or approximate, have been disclosed (and will not be disclosed prior to the solicitation opening) to any Respondent or potential Respondent.
- The Respondent will conform to the terms and conditions of the Standard Contract without exception, or, where an exception is made by Respondent, will provide an alternative that is equivalent to or exceeds the Department's terms and conditions.
- If an award is made to the Respondent, the Respondent agrees that it intends to be legally bound to the Contract that is formed with the Department.
- The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in the Response.
- The Respondent shall indemnify, defend, and hold harmless the Department 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 Response.

  All information provided by, and representations made by, the Respondent may be considered material and may be relied upon by the Department in awarding the Contract. Any misstatement may be treated as fraudulent concealment from the Department of the true facts relating to submission of the Response. A misrepresentation shall be punishable under law, including, but not limited to, chapter 817, F.S.

(b) In submitting a Response, the Respondent understands, represents, and acknowledges the following (NOTE: If the Respondent cannot certify to any of following, the Respondent shall submit with its Response 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), F.S.):

- To the best of the knowledge of the person signing the Response, the Respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the state of Florida, including a claim by the state of Florida for liquidated damages under any other contract.
- The Respondent has fully informed the Department in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a), F.S.), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract 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 employ of another company.
- Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
  - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
  - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.

3.2 Mandatory Responsiveness Requirements

A Respondent whose Response does not meet the mandatory responsiveness requirements listed below will be deemed non-responsive and will not be considered for Contract award.

The mandatory responsiveness requirements are as follows:

1. The Response must include a completed Attachment 3, Price Response.
2. The Response must include an Attachment 6, Mandatory Criteria Certification Form, that meets the requirements provided in Section 3.3.3(A), Mandatory Criteria Certification.
3. The Respondent **must attend the mandatory pre-Response conference** as evidenced by at least one (1) representative of the Respondent indicating his or her attendance on the Department's attendance sheet.

The Department will not evaluate a Response from a Respondent that does not meet the mandatory responsiveness requirements. A Response that meets the mandatory responsiveness requirements listed above is presumed to conform in all material respects to the solicitation. The Department reserves the right to re-evaluate its responsiveness determination at any time during the solicitation.

3.3 Contents of the Response

Submit the Response in the following format. Refer to Sections 4.2 – 4.3 of this RFP for how Responses will be evaluated during the evaluation phase.

3.3.1 Volume 1: General Information

A. Cover Letter

Submit a cover letter on the Respondent's letterhead that contains the following information:

1. The name and principal place of business of the Respondent;
2. The Respondent's Federal Employer Identification Number (FEIN); and
3. The name, title, mailing address, telephone number, and e-mail address of the Respondent's contact person for purposes of the RFP and, if available, an alternate contact person.

B. Responses or Disclosures Required by the PUR 1001.

1. Submit any disclosures required by Section 6 of the PUR 1001.
2. Submit any disclosures required by Section 9 of the PUR 1001, as modified by Section 3.1 of this RFP. If unable to certify to any of the provisions of part (b) of Section 9 of the PUR 1001, as modified by Section 3.1 of this RFP, submit a written explanation of why the Respondent cannot do so. The Respondent's explanations may result in the Department finding the Respondent not to be a responsible or responsive vendor as defined in sections 287.012(25) and (27), F.S. No exceptions to part (a) of Section 9 of the PUR 1001, as modified by Section 3.1 of this RFP document, will be accepted.

C. Award Preferences Form

Submit a completed Appendix D, Award Preferences Form. (Refer to Section 5.2, Award Preferences for Identical Evaluation of Responses, for further information on how this from will be used.) A Respondent who fails to submit a completed Appendix D, Award Preferences Form, as part of its Response will be considered to have no award preference if the Department's evaluation results in two (2) or more Responses receiving an identical highest score.

3.3.2 Volume 2: Technical Response

A. Narrative on Experience and Ability

1. Provide a narrative of the Respondent's prior relevant experience with providing these services. The experience described should demonstrate the Respondent's organizational ability to perform the services sought in this RFP.
2. Provide an organizational chart and identify the Respondent's key personnel who will perform or supervise the services solicited by this RFP. Include a summary of the background of these personnel which demonstrates their suitability for any designated role. The summary should include a discussion of key personnel's knowledge of the service industry, education and training, and management experience with the Respondent or any subcontractor(s).
3. Provide examples of similar services completed by the Respondent within the last three (3) years.

4. Provide evidence to support completed project to include at least pictures of the completed installation, components list, and total cost of the completed project.

B. **Respondent's Proposed Approach**

1. Provide Respondent's plan for carrying out the services required by this RFP and specified in Attachment 2, Statement of Work. The Respondent should fully describe its plans for:
   a. Refurbished Support Units: Mounted non-walk-in investigations support units equipped to Division specifications, including:
      a. Complete refurb of existing units, including lights, paint, and other upgrades according to Department specifications.
      b. Updated platforms for investigations.
      c. Modern technology integration for efficient incident management.
      d. Adequate capacity to transport equipment and resources required for fire, explosion, hurricane deployments, and large-scale events.
      e. Serve as mobile on-site command center(s) for managing investigations and emergency response operations.
      f. Be equipped for towing emergency response mission sustainment trailers. Be durable, efficient, and reliable under various emergency scenarios across Florida's diverse terrain and conditions.
      g. All components must meet or exceed national safety and emergency response standards.
      h. Vehicles and equipment must align with federal and state fire service and emergency response operations certifications.

2. Provide a detailed and thorough description of the Respondent's plan for completing a full installation within 120 days from receipt of the vehicle from the Department.
3. Proposed approach to provide components that meet or exceed the specifications for the components listed in Attachment 2, SOW.
4. Warranties provided by the Contractor for products and/or craftsmanship.

3.3.3 Volume 3: Mandatory Responsiveness Requirements

A. Mandatory Criteria Certification

Submit an Attachment 6, Mandatory Criteria Certification Form, that provides a "Yes" Certification Answer for each Certification Question. A Respondent's failure to provide a "Yes" Certification Answer for each Certification Question will result in the Respondent being deemed non-responsive.

Additionally, Respondents must complete the Vendor Certification Form (beginning on page 3 of the Mandatory Criteria Certification Form) by choosing the appropriate "Vendor Indicator" from the dropdown menu. Respondents must also complete and submit any attestations associated with the requirements of the Vendor Certification Form.

B. Price Response

Submit a completed Attachment 3, Price Response.

3.4 How to Submit a Response

Submit the following:

- One (1) printed UNREDACTED version of the entire Response.
- Three (3) printed UNREDACTED copies of Volume 2, Technical Response.
- One (1) scanned copy of the complete UNREDACTED Response on a flash drive, with large files scanned as separate .pdf files. **DO NOT PASSWORD PROTECT AND/OR ENCRYPT THE ELECTRONIC FILES.**

If the Respondent intends to assert trade secret or confidentiality protections on any portion of the response (see Section 3.5 Disclosure of Response Contents and Section 3.6, Confidential Response Materials and Redacted Submissions), the Respondent must also provide the following:

- One (1) printed REDACTED version of the Response if redactions are required.
- One (1) scanned copy of the complete REDACTED Response on a flash drive, if applicable (see Section 3.5 Disclosure of Response Contents and Section 3.6, Confidential Response Materials and Redacted Submissions). The Respondent must ensure that all metadata has been removed from the files in the redacted copy.

NOTE: The printed copies of the Response must be bound. The Respondent may use an alternate method of binding other that a binder and include separate tabs or other methods of separation of the volumes of the Response in lieu of separate binders.

Responses must be sent in sealed packages to the Department of Financial Services at Office of Purchasing and Contractual Services, 200 East Gaines Street, Larson Bldg., Suite 101, Tallahassee, Florida 32399-0347 by the deadline listed in Section 2.2, Timeline. The Respondent must clearly label the outside of the sealed packages with the RFP number and Respondent's name.

SECTION 2.2, TIMELINE, SPECIFIES THE DEADLINE AND LOCATION FOR RESPONSE SUBMISSION. RESPONSES SUBMITTED BEYOND THE DEADLINE OR TO A DIFFERENT LOCATION WILL NOT BE CONSIDERED.

3.5 Disclosure of Response Contents

All documentation submitted as a Response to the RFP will become the exclusive property of the Department and will not be returned to the Respondent. Responses received by the Department may be disclosed pursuant to a public records request, subject to any confidentiality claims and the timeframes identified in section 119.071(1)(b), F.S. The Department has the right to use any or all ideas or adaptations of the ideas presented in any Response. Selection or rejection of a Response will not affect this right.

Pursuant to chapter 119, F.S., it is the policy of the state that all state records are open for personal inspection and copying by any person. If the Respondent considers any portion of its Response to contain trade secrets or otherwise Confidential Information, such assertions must be made in writing upon submission of the Response.

3.6 Confidential Response Materials and Redacted Submissions

In addition to the public records requirements of the PUR 1001, section 19, if the Respondent considers any portion of its Response to be Confidential Information or exempt from disclosure under Chapter 119, F.S., or other legal authority (Public Records Law), then the Respondent must simultaneously provide the Department with an unredacted version of the materials and a separate redacted electronic copy of the materials. If providing both a redacted and unredacted copy, the Respondent should mark the unredacted version of the document as "Unredacted Version – Contains Confidential Information" and place such information in an encrypted electronic form or a sealed separate envelope. If the Respondent fails to submit a Redacted Copy of its Response, the Department is authorized to produce the entire unredacted Response submitted to the Department in response to a public records request.

3.6.1 Redacted Submissions

If submitting a redacted version of its Response, the Respondent should mark the redacted electronic copy with the Respondent's name, Department's RFP name and number, and the words "Redacted Copy." The Redacted Copy should only redact those portions of material for which a Respondent can legally support a claim that the information is Confidential Information or exempt from disclosure pursuant to Public Records Law. In the Redacted Copy, the Respondent shall redact and maintain in confidence any materials the Department provides or seeks regarding security of a proposed technology system or information subject to sections 119.011(14), 119.071(1)(f), and 119.071(3), F.S.

In addition, the Respondent must submit a separate index listing the Confidential Information or exempt portions of its Response. The index should 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 will be used to fulfill public records and other disclosure requests and will be posted on the FACTS website. The Department will follow the procedures identified in the Standard Contract's Attachment 4, PUR 1000, General Contract Conditions, if the Department receives a further request for Confidential Information or exempt material that has been clearly identified as such in writing by the Respondent.

3.6.2 Respondent's Obligations to Defend its Claims

The Department is not obligated to agree with a Respondent's claim of exemption or Confidential Information. By submitting a Response, the Respondent agrees to defend its claim that each and every portion of its redactions is exempt from inspection and copying under Florida's Public Records Law. By submitting a Response, the Respondent agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its Response are Confidential Information or otherwise not subject to disclosure. The Department may use the counsel of its choosing to defend any such claims, and the Respondent shall promptly pay the Department's invoices for legal services on a monthly basis for all costs and expenses, including legal fees, incurred in defending such claims.

3.7 Withdrawal and Modification of Responses

The Respondent may modify its Response at any time prior to the submittal deadline by submitting a request to the Procurement Officer. A submitted Response may be withdrawn from consideration by the Department if the Respondent submits a signed, written request for withdrawal to the Procurement Officer within seventy-two (72) hours after the deadline for Response submittal.

3.8 Reservations

In addition to any other rights reserved or afforded to the Department under this RFP and under applicable law, the Department reserves the right to:

1. Cancel this RFP at any time prior to the Department's execution of the Contract, without incurring any cost obligations or liabilities.
2. Accept or reject any Response at any time.
3. Terminate evaluation of any Response at any time.

4. Modify any dates set or projected in this RFP.
5. Waive or allow Respondents to cure minor irregularities in Responses.

3.9 Additional Information

At any time during the solicitation process, the Department may request, and the Respondent must provide, supporting information or documentation. Failure to supply supporting information or documentation as required and requested may result in the disqualification or rejection of the Response.

The Department reserves the right to seek information from outside sources regarding the Respondent and the Respondent's offerings, capabilities, references, or performance, if the Department determines that such information is pertinent to the RFP. The Department may consider such information throughout the solicitation process including, but not limited to, when determining whether the award is ultimately the most advantageous the State. This may include, but is not limited to, the Department engaging consultants, subject matter experts, and others to ensure that the Department has a complete understanding of the information provided by Respondents in response to the RFP.

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SECTION 4. SELECTION METHODOLOGY

4.1 Review of Mandatory Responsiveness Requirements

The Procurement Officer will review each Response to determine whether the Response satisfies the requirements of Section 3.2, Mandatory Responsiveness Requirements. Only those Responses that meet the mandatory responsiveness requirements will be evaluated. A Respondent who submits a Response that does not satisfy the requirements of Section 3.2, Mandatory Responsiveness Requirements, will be deemed non-responsive, will not be will not be scored, and will not be considered for Contract award.

4.2 Evaluation Team

The Department's evaluation team will consist of at least three (3) persons who collectively have experience and knowledge in the program area and service requirements for the contractual services sought under the RFP. Each evaluator will independently evaluate and score each Responsive Response according to the criteria laid forth in Section 4.3, Evaluation Criteria, below.

4.3 Evaluation Criteria

Each Response will be evaluated as set forth in the remainder of this Section 4.3, Evaluation Criteria. The Procurement Officer will add a Respondent's Technical Response Score (as described in 4.3.1) and Price Response Score (as described in 4.3.2) to determine the total points awarded to the Respondent. The total number of points available to a Respondent for this RFP is 280 points. The total points awarded for each Respondent will be used to determine the final ranking of the Respondents.

4.3.1 <u>Evaluation of Technical Response</u>

Each evaluation team member will independently evaluate each Respondent's Volume 2: Technical Response against the evaluation criteria set forth in Appendix C, Evaluator Score Sheet. **Volume 2 is the <u>only volume</u> the Evaluators will evaluate during the evaluation process referenced in Section 4.2-4.3 of the RFP. Evaluators WILL NOT review Information provided in volumes 1 and 3. See Section 3.3.2 of this RFP. Evaluators WILL NOT score items that do not appear in Volume 2.**

The maximum score for each criterion is set forth in Appendix C, Evaluator Score Sheet. The maximum available points for the Technical Response is 180 points. The Procurement Officer will add the score awarded by each evaluator for a Respondent and divide the total by the number of evaluators to determine a Respondent's Technical Response Score.

4.3.2 <u>Price Response</u>

The Procurement Officer will score Attachment 3, Price Response. The maximum available points for the Price Response is 100 points. The Respondent with the lowest cost proposed in Table A will receive the maximum score of 100 points. The remaining Respondent's will receive a percentage of the maximum points as follows:

Lowest Respondent's Cost for Table A / Respondent's Cost for Table A x (Maximum Score Available {100 points}) = **Respondent Score**

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SECTION 5. AWARD

5.1 Basis of Award

If the Department awards a Contract resulting from this RFP, the Department will award the Contract to the responsive and responsible Respondent whose Response is deemed the most advantageous to the State based upon the criteria set forth in the RFP, as determined by total points awarded (*i.e.*, the highest scoring Respondent). The Department intends to award one (1) Respondent but reserves the right to make no award under this RFP.

The Department reserves the right to determine which Responses are responsive and responsible at any time during the solicitation. The Department may reject a Response, if it fails to demonstrate 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), F.S., and section 287.057(1)(b)4., F.S. The Department may request additional information pertaining to the Respondent's ability and qualifications to accomplish all services described in this RFP as deemed necessary during the RFP or after Contract award.

The Department reserves the right to accept or reject any or all Responses, or separable portions of Responses.

The Department will not give preference to a Respondent based on the Respondent's social, political, or ideological interests.

5.2 Award Preferences for Identical Evaluations of Responses

As used in this Section, the term "Identical Respondents" means the Respondents whose Responses were evaluated as having the same score.

If the Department has Identical Respondents, the Department will apply the information submitted by the Identical Respondents in Appendix D, Award Preferences Form, to award the Contract as follows:

If no Identical Respondent has an Award Preference, the effected Respondents' names will be placed in a container for the Department's Procurement Officer to randomly select the Respondent for award of the Contract.

If only one Identical Respondent has one or more Award Preference, the Contract will be awarded to the Respondent with one or more Award Preference.

If two or more Identical Respondents have one or more Award Preference, and one or more of those Identical Respondents is a certified veteran business enterprise, the Contract will be awarded to the Identical Respondent with the smallest net worth.

If two or more Identical Respondents have one or more Award Preference, and none of those Identical Respondents is a certified veteran business enterprise, the effected Respondents' names will be placed in a container for the Department's Procurement Officer to randomly select the Respondent for award of the Contract.

If the Procurement Officer must draw names from a container to determine the Respondent for award of the Contract, the Department will notice a public meeting through an addendum on the VIP for the Procurement Officer to draw a name.

5.3 Agency Decision

The Department intends to award the Contract to the responsive and responsible Respondent whose Response receives the highest total score for the evaluation criteria described in the RFP. The Department's intended decision will be posted on the Florida Vendor Information Portal at https://vendor.myfloridamarketplace.com/ on the date specified in the Timeline (as may be modified by any subsequent Addenda) and will remain posted for a period of seventy-two (72) hours. Any Respondent who is adversely affected by the Department's recommendation award or intended decision must file the following with the Department of Financial Services, Agency Clerk, Office of the General Counsel, 200 E. Gaines Street, Tallahassee, FL or DFSAgencyClerk@myfloridacfo.com:

1. A written notice of protest within seventy-two (72) hours after posting of the intended decision, the notice of protest filed to the street address or email above, and

2. A formal written protest and protest bond in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed to the street address or email above. At the time of filing the formal written protest, a bond (a cashier's check or money order may be accepted) payable to the Department must also be submitted in an amount equal to one percent (1%) of the estimated contract amount based on the contract price submitted by the protestor.

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

Additionally, if the Department decides to reject all Responses at any time during the solicitation, the Department will post a notice to that effect on the VIP.

5.4 MyFloridaMarketplace (MFMP) Registration

The awarded Respondent must have a current vendor registration in MFMP, at https://vendor.myfloridamarketplace.com/, prior to Contract execution.

The awarded Respondent will be required to pay the required transaction fees as specified in PUR 1000, Section 7., unless an exemption has been requested and approved prior to the award of the Contract pursuant to Rule 60A-1.031, F.A.C.

5.5 Execution of Contract

Unless otherwise agreed by the Department, the awarded Respondent must sign the Contract within seven (7) calendar days of receipt of the Contract for execution, unless there is an automatic stay triggered by the filing of a formal protest. If a formal protest is timely filed, the time to sign the Contract will be tolled. The Department reserves the right to withdraw its Notice of Intent to Award if the Contract is not timely signed, if it determines that it is in the best interest of the State to do so. The Department also reserves the right to award to the Respondent ranked second if the Department does not receive a timely signed Contract from the awarded Respondent.

The Contract will be posted on the Florida Accountability Contract Tracking System (FACTS) at https://facts.fldfs.com/, in accordance with section 215.985, F.S., the Transparency Florida Act.

APPENDIX A

Standard Contract

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES

CONTRACT SIGNATURE PAGE

Contract Title:	Statewide Response Team Vehicle Equipment Installation
Contract No.:	TBD
P.O. No. or Solicitation No.:	2526-04 RFP CI

THIS CONTRACT ("Contract") is entered between the **State of Florida, Department of Financial Services**, located at 200 East Gaines Street, Tallahassee, FL 32399, (the "Department") and **[Contractor's Name]**, located at [Contractor's Address], (the "Contractor"), collectively referred to as the "Parties." The Parties agree as follows:

1. ENTIRE CONTRACT.
The Contract shall include this document, and all incorporated attachments listed in section 2., Order of Precedence. The Contract constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any preprinted terms and conditions included on Contractor's forms or invoices are null and void.

2. ORDER OF PRECEDENCE.
The Parties agree to comply with the terms and conditions of the following documents which are incorporated by reference. If there is any discrepancy between Attachment 2, Statement of Work, and any incorporated portions of the Contract that were provided by the Contractor, the terms most favorable to the Department will prevail. If there are conflicting provisions among the documents that make up the Contract, the order of precedence for the documents is as follows: [Add, delete, edit, and re-order table rows as needed.]

Priority No.	Attachment No.	Document Title	Description
1.	N/A	Contract Signature Page	This Contract document.
2.	Attachment 2	Statement of Work	Parties' tasks and responsibilities under the Contract.
3.	Attachment 1	Special Contract Conditions	Department's additional terms and conditions.
4.	Attachment 3	Price Response	Contractor's submitted pricing matrix.
5.	Attachment 4	PUR 1000, General Contract Conditions	Form PUR 1000 (07/2024), incorporated in Rule 60A-1.002, F.A.C.
6.	Attachment 5	Contractor's Response	Collection of the relevant portions of Contractor's response.
7.	Attachment 6	Mandatory Criteria Certification Form	Collection of relevant attestation forms and checklists.

3. CONTRACT TERM.

Effective Date	Completion Date	Renewals
The date last signed under section 8., Execution.	One (1) Year from Effective Date, unless terminated earlier in accordance with the terms set forth in the Contract.	The Contract may not be renewed.

4. CONTRACT PRICE.

Price of Contract Term	Price of Renewals	Total Contract Price (Contract Term plus Renewals)
[Insert]	[Insert]	[Insert]

5. BONDS.

Performance Bonds (if any)	Other Bonds (if any)
N/A	N/A

6. APPROPRIATION.
N/A

7. CONTRACT MANAGEMENT.
The Parties agree to utilize the named Contract Managers below:

Department's Contract Manager		Contractor's Contract Manager	
Name:	[Insert]	Name:	[Insert]
Address:	[Insert]	Address:	[Insert]
Phone:	[Insert]	Phone:	[Insert]
Email:	[Insert]	Email:	[Insert]

8. EXECUTION.
IN WITNESS WHEREOF, this Contract is being executed by the undersigned officials as duly authorized. This Contract is not valid and binding on the Parties until signed and dated by all Parties and will not begin until the Effective Date.

State of Florida, Department of Financial Services	[Insert]
DEPARTMENT	**CONTRACTOR**
AUTHORIZED SIGNATURE	**AUTHORIZED SIGNATURE**
[Insert]	[Insert]
PRINTED NAME OF SIGNER	**PRINTED NAME OF SIGNER**
[Insert]	[Insert]
TITLE OF SIGNER	**TITLE OF SIGNER**
[Insert]	[Insert]
DATE SIGNED	**DATE SIGNED**

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES

ATTACHMENT 1
Special Contract Conditions

1. Notices.
All notices referenced in this Contract must be obtained from the Parties' Contract Managers or their designees if designated in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile (with confirmation of receipt) or email (with confirmation of receipt), provided the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a Business Day then the next Business Day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) shall be deemed received on the date actually received except where there is a date of the certification of receipt.

2. Renewals.
Section 287.058(1)(g), Florida Statutes (F.S.), is hereby incorporated by reference. If Attachment 2, Statement of Work, indicates that renewals are available, any renewal entered must comply with all applicable requirements of section 287.057(14), F.S., including the limitations on the period of time for which renewals may be permitted. Renewals may only be entered when funding is available and when performance evaluations reflect satisfactory performance by the Contractor. Renewals must be at the price specified in this Contract and must not compensate the Contractor for any costs associated with the renewals.

3. Amendments.
This Contract may be amended only by a written agreement between the parties. All statements indicating that continued use of a product or clicking a box in an electronic application constitutes acceptance of terms and conditions are void. The Department may unilaterally require, by written amendment, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Department may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Department may solicit separate bids to satisfy them.

4. Contract Managers.
If different Contract Managers are designated by any Party after execution of this Contract, notice of the name and contact information of the new Contract Manager shall be submitted in writing (by either mail or email) to all other Parties and maintained in the respective Party's Contract records. Designation of a new Contract Manager will not require a written amendment to the Contract.

5. Appropriation.
Pursuant to section 287.0582, F.S., the Department's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

6. Deliverables.
The Contractor agrees to render the services or other units of deliverables, which may be comprised of tasks or activities, as set forth in Attachment 2, Statement of Work. The services or other units of deliverables specified shall be delivered in accordance with the schedule and at the pricing outlined in (when applicable) Attachment 2, Statement of Work; Attachment 3, Price Response; and/or the State Term Contract.

7. Performance Measures.
Satisfactory performance requires the Contractor's compliance with the following: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in Attachment 2, Statement of Work; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services offered do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) any person or entity, whether an agent or independent contractor, that performs work

on the Contract for the Contractor (Contractor Representative) will comply with any security requirements and processes as provided by the Department, or provided by the Department's customer, for work done at the Department or other locations. The Department reserves the right to investigate or inspect at any time whether the services or qualifications offered by the Contractor meet the Contract requirements. Notwithstanding any provisions to the contrary, written acceptance of a particular deliverable/requirement does not foreclose the Department's remedies if those performance standards that cannot be readily measured at the time of delivery are not met.

8. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by the Department's Contract Manager before payment, unless advanced payment or partial payment has been authorized in accordance with section 215.422, F.S. The Department will have fifteen (15) calendar days to inspect and approve the deliverables after receipt.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables outlined in Attachment 2, Statement of Work, as incomplete, inadequate, or unacceptable due in whole or in part to the Contractor's lack of satisfactory performance under the terms of this Contract. If the Department's Contract Manager does not accept a deliverable within fifteen (15) calendar days, the deliverable will be deemed rejected. Failure to fulfill the appropriate technical requirements or complete all tasks, duties, or activities as identified in Attachment 2, Statement of Work, will result in rejection of the deliverable and the associated invoice. The Department, at its option, may allow additional time within which the Contractor may remedy the objections noted by the Department before the Department issues a notice of default. If the Department's Contract Manager allows additional time for the Contractor to correct a rejected deliverable, the Contractor shall work diligently to correct all deficiencies in the deliverable that remain outstanding within a reasonable time or, if a time certain is specified, within the additional time allotted. All work done to correct a rejected deliverable will be done at the Contractor's expense.

c. Status Reports. If status reports are required as part of the Contract, the Contractor shall timely submit status reports showing each task, activity, and deliverable worked on; attesting to the level of services provided; listing the hours spent on each task, activity, or deliverable; and listing any upcoming tasks, activities, or deliverables.

d. Completion Criteria and Date. The Contract will be considered complete once all deliverables under the Contract have been provided and accepted. The final date for completion of the Contract must not exceed the Contract duration, including any executed renewals or extensions, or, where applicable, the expiration date of any purchase orders made from the Contract.

9. Financial Consequences for Nonperformance.

In addition to any specific financial consequences that might be stated in Attachment 2, Statement of Work, the Department will withhold payment when the Contractor has failed to perform or comply with any provision of this Contract. These consequences for nonperformance are not to be considered penalties.

10. Dispute Resolution.

The following provision replaces Section 8.a., Dispute Resolution, of Attachment 4, PUR 1000, General Contract Conditions:

The Contractor is obligated to address any cost-related issues with the Department for which the Contractor believes the State of Florida (State) is liable and address all costs of every type to which the Contractor is entitled from the occurrence of the claimed event. The Contractor cannot seek a claim under this Contract for an increase in payment. Any claim, counterclaim, or dispute between the Department and the Contractor relating to this Contract will be resolved as set forth herein.

a. Jurisdiction. Jurisdiction for any damages arising under the terms of the Contract will be in the courts of the State, and venue will be in the Second Judicial Circuit in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees incurred in connection with disputes arising under the terms of this Contract.

b. Initial Resolution Process. For all claims, the party with the dispute shall submit an affidavit to the other party that is executed by that party's Contract Manager, or designee, certifying that:

i. The claim is made in good faith;

ii. The claim accurately reflects the adjustments for performance; and

iii. The supporting data provided with such an affidavit are current and complete to the Contract Manager's, or designee's, best knowledge and belief.

The party receiving notice of the dispute must respond to the disputing party, in writing, proposing a resolution to the dispute.

c. Informal Resolution Process. If the parties are unable to resolve any dispute through the initial resolution process, the parties shall meet with the Department's Chief Financial Officer (CFO), or designee, for the purpose of attempting to resolve such dispute without the need for formal legal proceedings, as follows:

i. The representatives of the Contractor and the Department shall meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith to resolve the dispute without the necessity of any formal proceeding.

ii. During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to this Contract will be honored in order that each of the parties may be fully advised of the other's position.

iii. The specific format for the discussions will be left to the discretion of the designated Department's and Contractor's representatives but may include the preparation of agreed upon statements of fact or written statements of position.

iv. Following the completion of this process, the CFO, or designee, will issue a written opinion regarding the issue(s) in dispute. The opinion regarding the dispute will be considered the Department's final action.

d. Continued Performance. Each party agrees to continue performing its obligations under this Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute with the Department over compensation will not be deemed to preclude performance) and without limiting any party's right to terminate this Contract for convenience or default.

11. JURY WAIVER.

The following provision replaces Section 8.d., Jury Waiver, of Attachment 4, PUR 1000, General Contract Conditions:

THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE CONTRACT OR ITS SUBJECT MATTER.

12. Payment.

The following provision replaces Section 7, Payment, of Attachment 4, PUR 1000, General Contract Conditions:

a. Payment Process. Subject to the terms and conditions established in Attachment 2, Statement of Work, the pricing per deliverable established by the Attachment 3, Price Response, or Attachment 2, Statement of Work, and the billing procedures established by the Department, the Department agrees to pay the Contractor for services rendered in accordance with section 215.422, F.S. To obtain the applicable interest rate, please refer to https://myfloridacfo.com/division/aa/vendors.

b. Vendor Rights. A Vendor Ombudsman has been established within the Department. The duties of this individual include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be reached at (850) 413-5516 or Vendors may call the State Comptroller's Hotline at 1-800-848-3792.

c. Taxes. The Department is exempted from payment of State sales and use taxes and Federal Excise Tax. The Contractor, however, will not be exempted from paying State sales and use taxes to the appropriate governmental agencies or for payment by the Contractor to suppliers for taxes on materials used to fulfill its contractual obligations with the Department. The Contractor shall not use the Department's exemption number in securing such materials. The Contractor shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Contract. The Contractor shall provide the Department its taxpayer identification number upon request.

d. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by the Department pursuant to Attachment 2, Statement of Work, shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed.

e. Interim Payments. Interim payments may be made by the Department at its discretion under extenuating circumstances if the completion of services and other units of deliverables to date have first been accepted in writing by the Department's Contract Manager.

f. Annual Appropriations. Pursuant to section 287.0582, F.S., the Department's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

g. Overpayments. The Contractor shall return any overpayments, including those due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Department. The Contractor shall return any overpayment within forty (40) calendar days after the earlier of: (1) discovery by the Contractor (including discovery by its independent auditor, if any), or (2) notification by the Department of the overpayment.

h. Leases and Installment Purchases. In accordance with section 287.063, F.S., if the Contract provides for a lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017, F.S., then the Department's obligations under the Contract are contingent upon approval of the Contract by the Chief Financial Officer, as defined in section 17.001, F.S.

i. Travel. Pursuant to section 287.058(1)(b), F.S., if travel is authorized under the Contract, the Contractor shall submit such in accordance with section 112.061, F.S., except that the Department may establish rates lower than the maximum provided in section 112.061, F.S.

j. Retention of Payments. The Department may, in addition to other remedies available to it at law or equity and upon written notice to the Contractor, retain such monies from amounts due to the Contractor as may be necessary to satisfy any claim for payment, including under the indemnification clause, payment for financial consequences, and payment for damages and the like asserted by or against the Department. The Department reserves the right to set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due to the Contractor under any contract with the State. The exercise of these rights will not be a breach of the Contract, nor will they in any way entitle the Contractor to a claim against the Department or State, including for damages.

13. Purchase Orders.

a. Definition. "Purchase order" means the form or format a Department uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract, or other authorized means).

b. Terms. In contracts where commodities or services are ordered by the Department via purchase order, Contractor shall not deliver or furnish products until the Department transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Department directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Department. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Departments shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

c. Timeliness. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

d. One-time deliveries. Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

e. Extended deliveries. Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

f. Recurring deliveries. The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

g. Survival. Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein and shall survive the termination of the Contract.

h. Renewal. Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

14. Termination.

a. Contractor Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination, and except as otherwise directed by the Department, the Contractor shall stop performing services on the date, and to the extent specified, in the notice. The Contractor shall accept no further work or new services related to the affected deliverables, and shall, as soon as practicable, but in no event longer than thirty (30) calendar days after termination, terminate any orders and subcontracts related to the terminated deliverables and settle all outstanding liabilities and all claims arising out of such termination of orders and/or subcontracts, with the approval or ratification of the Department to the extent required, which approval or ratification shall be final for the purpose of this section. The Contractor shall submit to the Department within ninety (90) calendar days of termination a request for payment of completed services. Requests submitted later than ninety (90) calendar days after termination will not be honored and will be returned unpaid. The Contractor shall professionally service to conclusion, in accordance with the requirements of the Contract, all services for which the Department has paid prior to the termination date of this Contract. Should the Contractor fail to perform all services under the Contract, the Contractor shall be liable to the Department for any fees or expenses that the Department may incur in securing a substitute provider to assume completion of those services.

b. Contractor Obligations after Termination. If at any time the Contract is canceled, terminated, or expires, and a contract is subsequently executed with a provider other than the Contractor, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent contractor in accordance with Exit Transition requirements in Section 27 below, and Attachment 2, Statement of Work, if expressed therein.

c. Verification of Insurance. Upon execution of the Contract, the Contractor shall provide to the Department written verification of the existence and amount for each type of applicable insurance coverage. Upon receipt of written request from the Department, the Contractor shall furnish to the Department proof of applicable insurance coverage by standard form certificates of insurance.

d. Failure to Maintain Coverage. If the Contractor fails to maintain the required insurance coverage for any reason, the Contractor shall immediately notify the Department of such noncompliance and shall obtain coverage conforming to the requirements herein. The Contractor shall provide proof of such required coverage within fifteen (15) business days of not maintaining the required insurance coverage.

e. Termination for Convenience. The Department, by written notice to the Contractor thirty (30) calendar days in advance, may terminate the Contract in whole or in part when the Department determines in its sole discretion that it is in the Department's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits.

15. Notice of Default.

If the Contractor defaults in the performance of any covenant or obligation contained in the Contract, including, without limitation, any of the events of default listed below, the Department shall provide notice to the Contractor and an opportunity to cure that is reasonable under the circumstances. This notice will state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that the Department may terminate the Contract effective as of the date of receipt of the default notice unless the Contractor cures the default within the specified cure period.

16. Events of Default.

Provided such failure is not the fault of the Department or outside the reasonable control of the Contractor, the following non-exclusive list of events, acts, or omissions, constitutes events of default:

a. The commitment of any material breach of this Contract by the Contractor, including failure to timely deliver a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, abandonment of the Contract, or failure to perform the level of services required for a deliverable;

b. Failure to maintain adequate progress, thus endangering performance of the Contract;

c. Failure to honor any term of the Contract;

d. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Contractor by the State or other licensing authority;

e. Failure to pay any and all entities, individuals, and the like furnishing labor or materials, or failure to make payment to any other entities as required herein in connection with the Contract;

f. Employment of an unauthorized alien in the performance of the work, in violation of section 274A of the

Immigration and Nationality Act, 8 U.S.C. section 1324a;

g. One or more of the following circumstances, uncorrected for more than thirty (30) calendar days (unless the Contractor, including its receiver or trustee in bankruptcy, within the specified thirty (30) day period provides to the Department adequate assurances, reasonably acceptable to the Department, of its continuing ability and willingness to fulfill its obligations under the Contract):
   i. Entry of an order for relief under Title 11 of the United States Code;
   ii. To the extent permitted by State law, the making by the Contractor of a general assignment for the benefit of creditors;
   iii. The appointment of a general receiver or trustee in bankruptcy of the Contractor's business or property; or
   iv. An action by the Contractor under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation;

h. The commitment of an intentional material misrepresentation or omission in any materials provided to the Department; and

i. Failure to or maintain the insurance required by this Contract.

17. Indemnification.

The following provision supplements Section 8.f., Indemnification, of Attachment 4, PUR 1000, General Contract Conditions:

No provision in this Contract shall be construed to: 1) require the Department to hold harmless or indemnify the Contractor; 2) require the Department to insure or assume liability for the Contractor's negligence or the negligence of Contractor Representatives; 3) waive the Department's sovereign immunity under the laws of the State; or 4) otherwise impose liability on the Department for which it would not otherwise be responsible. Any provision, implication, or suggestion to the contrary is null and void.

18. Record Retention.

The following provision supplements Section 10.a., General Record Management and Retention, of Attachment 4, PUR 1000, General Contract Conditions:

The Contractor shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014). *See* http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf.

19. Intellectual Property.

a. In accordance with State law, the Contractor shall not assert any rights to: 1) intellectual property created or otherwise developed specifically for the Department under this Contract or any prior agreement between the parties (which includes any deliverables); 2) intellectual property furnished by the Department; and 3) any data collected or created for the Department. The Contractor shall perfect the transfer of any such property or data to the Department upon completion, termination, or cancellation of the Contract and prior to payment of the final invoice. Any data provided must be in a format designated by the Department.

b. If the Department or the State has authority to assert a right in any of the property or data, the Contractor shall assist, if necessary, in the assertion of such right.

c. Proceeds derived from the sale, licensing, marketing, or other authorization related to any such Department-controlled intellectual property rights shall belong to the Department, unless otherwise specified by applicable State law.

d. Notwithstanding the foregoing, and unless otherwise specified in Attachment 2, Statement of Work, the Contractor's intellectual property rights that preexist this Contract will remain with the Contractor.

e. If the Contractor fails to provide, or no longer can provide, a deliverable or service under the Contract that contains or otherwise utilizes intellectual property controlled by the Contractor, the Contractor shall grant the Department a royalty-free, paid-up, nonexclusive, perpetual license to use, modify, reproduce, distribute, publish, or release to others such Contractor-controlled intellectual property solely for use in connection with the deliverables or services under the Contract.

20. Ownership of Property.

Title to all property furnished by the Department under this Contract and deliverables provided to the Department shall remain property of the Department and/or become property of the Department upon receipt and acceptance. The Contractor shall perfect any transfer of the property to the Department upon completion, termination, or cancellation of the Contract prior to payment of the final invoice.

21. Nonexclusive Contract.

This Contract is not an exclusive license to provide the services described in the solicitation or the resulting Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar services.

22. Statutory Notices.

Pursuant to sections 287.133, 287.134, 287.1346, and 287.137, F.S., the following restrictions are placed on the ability of persons or entities placed on the convicted vendor list, the discriminatory vendor list, the forced labor vendor list, or the antitrust violator vendor list:

a. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, 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, proposal, 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, F.S., for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. An entity or affiliate that has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, 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, proposal, 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.

c. Forced Labor Vendor List. An entity or affiliate placed on the forced labor vendor list may not submit a bid, proposal, or reply on a contract to provide any commodities to an agency; may not be award a contract or perform work as a contractor, supplier, subcontractor, or consultant with an agency for the provision of commodities; and may not transact business for the provision fo commodities with any agency for a period of 365 days after the date the company was placed on the forced labor vendor list unless the entity or affiliate is removed from the list. At the Department's option, the Contract may be terminated if the entity or affiliate is placed on the forced labor vendor list.

d. 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, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, 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, proposal, 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.

The Contractor shall notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, the forced labor vendor list, or the antitrust violator vendor list during the life of the Contract.

23. Compliance with Federal, State, and Local Laws.

a. Choice of Law. This Contract will be governed by and construed in accordance with the laws of the State.

b. Rehabilitation Act. If applicable to the supplies and services the Contractor provides to the Department, the Contractor shall ensure the electronic and information technology accessibility requirements of the Rehabilitation Act Amendments, 29 U.S.C. section 794, are met and provide a website where the compliance information on such supplies and services is available. The Electronic and Information Technology standard can be found at: http://www.section508.gov/.

c. Scrutinized Companies.

The following paragraph applies regardless of the dollar value of the goods or services provided:

In accordance with the requirements of section 287.135, F.S., the Contractor certifies that it is not participating in a boycott of Israel. At the Department's option, the Contract may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in statute as the "Scrutinized Companies that Boycott Israel List") or becomes engaged in a boycott of Israel.

The State Board of Administration maintains the "Quarterly List of Scrutinized Companies that Boycott Israel" at the following link:

https://www.sbafla.com/governance/global-governance-mandates/

The following paragraph applies only when the goods or services to be provided are $1 million or more:

In accordance with the requirements of section 287.135, F.S., the Contractor certifies that it is not on the Scrutinized List of Prohibited Companies (referred to in statute as the "Scrutinized Companies with Activities in Sudan List" and the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List") and, to the extent not preempted by Federal law, that it has not been engaged in business operations in Cuba or Syria. At the Department's option, the Contract may be terminated if such certification (or the certification regarding a boycott of Israel) is false, if the Contractor is placed on the Scrutinized List of Prohibited Companies, or, to the extent not preempted by Federal law, if the Contractor engages in business operations in Cuba or Syria.

The State Board of Administration maintains the "Scrutinized List of Prohibited Companies" under the quarterly reports section at the following link:
https://www.sbafla.com/reporting/

d. Foreign Country of Concern Attestation**.** If the contractor has access to any individual's personal identifying information, the Contractor shall complete the Foreign Country of Concern Attestation Form on Form PUR 1355.
e. Vendor's Social, Political, or Ideological Interests. Pursuant to section 287.05701, F.S., the Department may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. The Department may not give preference to a vendor based on the vendor's social, political, or ideological interests.
f. Disclosure Requirements. The Contractor shall comply with any applicable disclosure requirements in section 286.101, F.S. Pursuant to section 286.101(7), F.S.: "In addition to any fine assessed under [section 286.101(7)(a)], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

24. Employment Eligibility Verification.

The following provision replaces Section 5.e.iii., E-Verify, of Attachment 4, PUR 1000, General Contract Conditions:

a. The Contractor and its subcontractors shall register with and use the E-Verify system as defined in section 448.095, F.S., to verify the work authorization status of all newly hired employees. The Contractor agrees to provide to the Department proof of the Contractor's enrollment in the E-Verify System within five (5) days of the Department's request for such proof.
b. The Contractor shall obtain an affidavit from each subcontractor as defined in section 448.095, F.S., that states that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by section 448.095, F.S. The Contractor shall maintain a copy of any such affidavits for the duration of the Contract and shall make such records available to the Department upon request.
c. The Contractor shall be responsible for the retention of any records relating to employment eligibility verification. Those records are exempt from the inspection and copying requirements of chapter 119, F.S.
d. The Contractor shall comply with the requirements for contractors set forth in section 448.095(2), F.S.
e. Pursuant to section 448.095(5)(c)1., F.S., if the Contractor has a good faith belief that any subcontractor has knowingly violated section 448.09(1), F.S., the Contractor shall terminate the subcontract.
f. Pursuant to section 448.095(5)(c)1., F.S., if the Department has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S., the Department shall terminate the Contract.
g. Pursuant to section 448.095(5)(c)2., F.S., if the Department has a good faith belief that a subcontractor knowingly violated section 448.095, F.S., but the Contractor has otherwise complied with that section, the Department will notify the Contractor and order the contractor to immediately terminate the contract with the subcontractor.
h. If the Department terminates the Contract pursuant to section 448.095(5)(c), F.S., the Contractor shall reimburse the Department for any additional costs the Department incurs as a result of terminating the Contract.

25. Data.

a. Data Centers. Except as otherwise provided in Attachment 5, Data Security Requirements, the Contractor shall only use data centers located in the United States when processing and storing Non-Open Data under this Contract. For purposes of this paragraph, "Non-Open Data" means any data that is in the possession or under the control of the State or the Contractor that is confidential information exempt from public disclosure pursuant to chapter 119, F.S.; personal information enumerated in section 501.171(1)(g), F.S.; and/or any data that is restricted from public disclosure based on federal or state laws and regulations, including, but not limited to, those related to privacy, confidentiality, security, personal health, business or trade secret information, and exemptions from state public records laws. Non-Open Data also includes data that any state agency, the Department of Legal Affairs, the Department of Financial Services, or the Department of Agriculture and Consumer Services is statutorily authorized to assess a fee for its distribution.
b. Requirements of Section 501.171, F.S. If the Department shares data that is covered by section 501.171, F.S.,

with the Contractor in the process of fulfilling this Contract, the Contractor is responsible for fulfilling the requirements placed on the Department by section 501.171, F.S., at the Contractor's expense, if the Contractor is responsible for a breach of this data. Notwithstanding any limitations on liability addressed in the Contract, if the Contractor fails to fulfill the requirements placed on the Department by section 501.171, F.S., the Contractor shall reimburse the Department for all costs incurred in fulfilling such requirements.

26. Subcontracting.

The following provision supplements Section 5.d.i. Subcontracting, of Attachment 4, PUR 1000, General Contract Conditions:

a. Consent. Unless otherwise specified in Attachment 2, Statement of Work, all services contracted for are to be performed solely by the Contractor and may not be subcontracted or assigned without the prior written consent of the Department.

b. Replacement. The Department may, for cause, require the replacement of any Contractor Representative. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. Access. The Department may, for cause, deny access to the Department's secure information or any facility by any Contractor Representative.

d. Continuing Obligation. The Department's actions under paragraphs b. or c. shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract.

e. Meetings. The Department will not deny Contractor Representatives access to meetings within the Department's facilities, unless the basis of the Department's denial is safety or security considerations.

27. Guarantee of Parent Corporation.

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

28. Survival.

The following provision replaces Section 3.b.vi, Survivability, of Attachment 4, PUR 1000, General Contract Conditions:

The Contract and any promises, covenants, and representations made herein are binding upon the parties hereto and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, post-termination reimbursements, Exit Transition Services, records retention, and public records, will survive termination, cancellation, or expiration of this Contract.

29. Exit Transition Services.

If not otherwise addressed in Attachment 2, Statement of Work, the Contractor has the affirmative obligation to provide to the Department, or its designee, all reasonable services necessary for the transfer of knowledge regarding the services and deliverables provided under the Contract (Exit Transition Services) to facilitate the orderly transfer of such services to the Department or its designee. If Exit Transition Services are necessary, such services may continue for up to six (6) months after termination, expiration, or cancellation of the Contract, at no cost to the Department.

30. Third Parties.

The Department shall not be deemed to assume any liability for the acts, omissions to act, or negligence of the Contractor or Contractor Representatives, nor shall the Contractor disclaim its own negligence to the Department or any third party. This Contract does not and is not intended to confer any rights or remedies upon any person other than the parties. If the Department consents to a subcontract, the Contractor will specifically disclose that this Contract does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Contract.

31. Employment of State Employees.

During the term of this Contract, the Contractor shall not knowingly employ or subcontract with any person (including any nongovernmental entity in which such person has any employment or other material interest as defined in section 112.312(15), F.S.), in connection with this Contract, who has participated in the performance or procurement of this Contract except as provided in section 112.3185, F.S.

32. Antitrust Assignment.

The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of

Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

33. Safety Standards.

All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

34. Use of Funds for Diversity, Equity, and Inclusion Prohibited

No state funding under this Contract shall be used for, nor is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" (DEI). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group, or an individual's action is inherently, unconsciously, subconsciously, or implicitly biased on the basis of such classification. If any funding is used for such purposes, this shall be grounds for immediate termination of the contract. Such termination notice shall be delivered in writing to a representative of the Contractor.

DEPARTMENT OF FINANCIAL SERVICES
2526-04 RFP CI
Statement of Work

ATTACHMENT 2

1. **Scope of Work.**
The Contractor shall provide equipment installation services, including all labor and materials, as defined herein, for build-out of two (2) new Ford F-550 4x4 Super Cab Chassis with refurbished non-walk-in investigations support units to be used by the Department of Financial Services (Department), Division of Criminal Investigations (Division). The Division will utilize the support units to address critical gaps in emergency response capabilities and provide modern, reliable, and mission-ready vehicles for the Division's Statewide Response Team (SRT).

During the term of the Contract, the Department will have two (2) newly purchased Ford F-550 4x4 Super Cab Chassis on which the Contractor shall perform the services described in this Statement of Work (SOW). The two (2) new Ford F-550 4x4 Super Cab Chassis to be converted are received from the manufacturer without the necessary components required for the Division's intended use.

2. **Definitions.**
In this Contract, the following term is defined as set forth below:

Business Days – Monday through Friday, inclusive, except for state of Florida government holidays and Department office closures.

Business Hours – 8:00 AM to 5:00 PM, Eastern Time (ET) on Business Days.

Fleet: The two vehicles for which services are being provided.

Harris – L3Harris Technologies, Inc., the contractor who provides the Statewide Law Enforcement Radio System (SLERS) for the State of Florida through a contract with the Department of Management Services.

3. **Renewals.**
Renewals are not available for this Contract.

4. **Payment Provisions.**
   a. Compensation. This is a fixed rate Contract. The Contractor's compensation for this Contract is stated in Attachment 3, Price Response, which is incorporated by reference. The Contractor shall provide pricing that includes cost of the part and hourly rate.

   b. Expenses. The Department will not compensate the Contractor for any of its expenses, including travel-related expenses.

   c. Invoicing. The Contractor will invoice the Department after the Contractor has received acceptance and approval of the services performed on the vehicle from both the Division's Fleet Manager and the Department's Contract Manager. The Contractor shall submit invoices to: Fleet Manager, Operational Support Services, Criminal Investigations Division, State of Florida, Department of Financial Services, 200 East Gaines Street, Tallahassee, Florida 32399.

The Contractor will be paid at the fixed rates established in Attachment 3, Price Response. For each invoice, the Contractor shall list the vehicle identification number (VIN) and all components installed and services performed on that vehicle. The Contractor's invoice must account for all financial consequences, if applicable, as set forth in Section 4, Financial Consequences.

5. Financial Consequences.

All work must be completed within one hundred twenty (120) days of receipt of the vehicle from the Department. The Contractor will provide a receipt of authorization form to the Department when it receives the vehicle for which services are required. Each day beyond the one hundred twenty (120) days will result in the Department deducting $50.00 per day from the invoice for the vehicle that has not been completed until the services are delivered and accepted. If the work is not completed within one hundred twenty-five (125) days of the Contractor's receipt of the vehicle, the Department will deduct an additional twenty percent (20%) of the price from the original invoiced amount for that vehicle. The Department will not impose financial consequences if the failure to timely perform is due to factors beyond the Contractor's control.

6. Contractor Requirements.

a. Required Tasks. The Contractor shall complete the following tasks:
   1) Participate in pre-installation conferences with the Department as required by the Department.
   2) Provide all equipment, including supplies and components, needed to complete the installation of the components listed in this SOW, to the extent the Department requires that those components be installed.
   3) Remove existing storage units requiring refurbishment from the current chassis and reinstall them onto new chassis. The Contractor may subcontract this work to a third party; however, subcontracting of this task does not relieve the Contractor of its responsibility to ensure full removal and reinstallation services are provided. Pricing for this task shall not exceed the pricing included with the Respondent's Attachment 3, Price Response regardless of whether the task is completed by the Contractor or a third party.
   4) Provide any additional equipment, including supplies, needed for any other services or installations required under this Contract.
   5) Perform the required installations and services, including any required warranty work, in accordance with the requirements of this SOW.
   6) By the 15th day of each month, submit a monthly status report to the Department's Fleet Manager that details the level of services provided, the hours spent on each task, and any upcoming significant tasks or activities.

b. Performance Measures. In addition to the performance measures stated in Section 7., Performance Measures, of Attachment 1, Special Contract Conditions, the Contractor shall:
   1) Use new and unused parts unless otherwise specified herein or otherwise approved in writing by the Department's Contract Manager;
   2) Perform the services in a professional and workmanship manner in accordance with industry standards and practices; and
   3) Complete all installations, other required services, and warranty work within one hundred twenty (120) days of the Contractor's receipt of the vehicle.

c. Contractor Location. The Contractor shall perform the services required under the Contract at a location that is within the contiguous United States and within 500 miles of Ocala, Florida.

d. Fleet Standardization. The Contractor shall work with the Department to keep the fleet standardized; each vehicle will have equipment in the same locations and controls programmed identically unless otherwise specified by the Department. The Department will determine the location of controls and equipment.

7. Component Installation Specifications.

If instructed by the Department to install any of the below-listed equipment (referred to hereafter as "components"), the Contractor shall do so in accordance with the requirements of this SOW. The Department may change the specified installation location of any component listed in this Section 7., Component Installation Specifications, for any vehicle.

1) Module body length (139")
2) Module body width (90")
3) Module body compartment height (62")
4) Diamond plate module roof
5) Module front wall – smooth painted
6) Set stone guards
7) Exterior sheeting – 1/8" thickness
8) Set rounded body vertical corners
9) Drip rail package
10) Pair painted exterior wheel well panels
11) Rear diamond plate kick panel
12) Lower body rub rails – "C" channel
13) Scotchlite stripe color –or a comparable brand to be determined
14) Body installation
15) Recessed light tower compartment
16) 1" drain(s)
17) License plate housing with LED light
18) Pair 38" stainless steel rear wheel featurettes
19) Knurled grab rail(s) small located:
    - One (1) on top of the body, in line with rear folding steps
    - One (1) on the interior of each rear compartment door (angled)
20) Chrome folding step(s)
21) Carefree Eclipse electric vinyl awning – 12V, up to 13 ft or a comparable brand
22) Carefree LED light option for awning- to be operated from the compartments/awning controls or a comparable brand
23) 1/8" exterior compartments-diamond plate:
24) Compartment floors:
    - 3/16" thick brushed aluminum
    - 1/8" exterior compartments - diamond plate
25) Compartment door construction – conventional compartment door construction; roll-up double compartment door(s), locking
26) Compartment door paddle handle – stainless steel/aluminum anodized; roll-up compartment door(s), locking
27) Compartment shelves - adjustable
28) Aluminum vertical compartment divider(s)
29) 4" diameter compartment vent(s)
30) Turtle tile covering for compartment floors
31) Turtle tile covering for compartment shelves/trays to include nylon straps
32) Rear compartment aluminum ladder tunnel:
33) Slide-master roll-out tray/steel slides
34) Pair Whelen #M6-Series stop-tail/back-up/directional lights or a comparable brand

35) Pair Whelen #M62BTT LED stop/taillights or a comparable brand
36) Pair Whelen #M62BU LED back-up lights or a comparable brand
37) Pair Whelen #M62T LED amber directional lights or a comparable brand
38) Pair of Whelen polished light housings with a self-adjusting back-up alarm or a comparable brand
39) Emergency light master switch green battery indicator light compartment wire cover package
40) Trailer light wiring - 7-pin RV connector; install chassis-supplied backup camera
41) Inpower digital voltmeter / ammeter with low volt alarm and light (single) or a comparable brand
42) Electronic throttle device- to be sealed Carling rocker switch with blue indicator light or a comparable brand
43) 12 VDC battery/charging system – single National Fire Prevention Association (NFPA); clear light cut-out; park position generator installation – 120/240 volt
44) Magnum #MS2812 – 3000-watt pure sine wave inverter / 125A charger or a comparable brand
45) Magnum #ME-RC50 – inverter/charger remote control and monitoring panel or a comparable brand
46) Magnum #ME-400F – fuse holder and 400A slow blow fuse or a comparable brand
47) Magnum #ME-BMK-R-L – battery monitoring kit; household 15-amp interior receptacle(s), duplex or a comparable brand
48) Household 120v/15-amp duplex exterior receptacle(s)
49) Will-Burt #NS2.3-750 WB X200 (7.5 ft) LED Night Scan Chief light tower – 12V cab-mounted tower-up indicator light(s) or a comparable brand
50) Will-Burt #4756919 NFPA handheld remote with e-stop or a comparable brand
51) 12,000 lb #M12-S electric winch with 3/8" synthetic rope
52) 12-meter remote control | NFPA front Ford semi-hidden bumper kit
53) Pair cast speakers through bumper | Ford Whelen #295HFS2 siren system or a comparable brand
54) Whelen EZ Super-LED® scene light(s) with chrome flange – side and rear; reverse relay for rear scene lights or a comparable brand
55) Whelen headlight flasher or a comparable brand
56) Vanner electronic LED flasher unit or a comparable brand
57) Whelen ION T-Series Super-LED warning light(s) – blue with black flange
58) Whelen chrome flange (ION T-Series) or a comparable brand
59) Whelen Series Super-LED warning light(s) – blue, clear lens, steady burn
60) Whelen chrome flange or a comparable brand
61) Whelen Series Super-LED warning light(s) – blue, clear lens, steady burn
62) Whelen chrome flange or a comparable brand
63) Whelen Series Super-LED warning light(s) – blue, clear lens, steady burn
64) Whelen chrome flange or a comparable brand
65) Whelen Super-LED traffic advisor with control head or a comparable brand
66) Whelen Liberty II 59" Super-LED light bar – full with takedowns and alley lights or a comparable brand which includes:
    - Two(2) #IHDCB Solo Series linear-LED flashers, one (1) dual linear blue
    - Four (4) #IWDLB Solo Series linear-LED flasher, one (1) long blue
    - #ITL12 two (2) long Super-LED takedown lights
    - #IA3 two (2) Super-LED alley lights
67) Permanent light bar mounting kit – cab roof; roadside emergency safety kit (8-piece); body manufacturer's manual(s)
68) Diesel generator fueled from vehicle tank (Vehicle Mount, 6 kilowatt minimum)

69) Wiring manual(s)
70) Wiring manual(s) - electronic format engraved label package
71) Seating capacity tag
72) Removal of existing storage units requiring refurbishment from the current chassis and reinstall them onto new chassis
73) Panorama Ante Base-FIN-LP Radio Only-16' Cable
74) Engraved fluid capacity and type plate
75) Overall height/length/GVWR plate
76) Electric cord reel label chassis-related expenses administrative
77) Conversion/upfit warranty
78) Limited modular body structural warranty.
79) Limited electrical warranty.
80) Limited paint warranty
81) Factory liaison | project coordinator
82) Engineering/pre-construction review
83) In-house pre-delivery / detailing/inspection

All components that the Department instructs the Contractor to install must meet, be equivalent to, or exceed the specifications listed above. If the Contractor is offering to provide a substitute component as an equivalent that meets or exceeds a required component, the Contractor shall provide all manufacturer documentation, including the applicable manufacturer specification sheet, to the Department's Contract Manager to support that the substitute component is equivalent to or exceeds the specifications listed above. The Department shall evaluate the proposed substitute component and either approve or reject the Contractor's proposed substitute; this decision shall be solely within the Department's discretion.

The Contractor shall notify the Department if, at any time during the Contract term, any of the above-listed components become obsolete, discontinued, or replaced by the manufacturer and shall propose a substitute component to the Department for review and approval. The Contractor shall provide all manufacturer documentation, including the applicable manufacturer specification sheet, to the Department's Contract Manager to support the use of the substitute component in place of a component listed above. The Department shall evaluate the proposed substitute component and either approve or reject the Contractor's proposed substitute; this decision shall be solely within the Department's discretion.

The Contractor shall provide and install any substitute components the Department requires at the same prices provided on Attachment 3, Price Response, for the component for which the substitution is made.

If any installed component, including substituted components that the Department has approved, does not meet the specifications contained in this SOW, the Department, in its sole discretion, may refuse acceptance of that component at no cost to the Department or unilaterally terminate the Contract at no cost to the Department. In either event, the Contractor must remove the rejected equipment at no cost to the Department.

8. General Installation Requirements.

a. In all vehicles, Contractor shall not install a component within airbag deployment zones as per vehicle manufacturer recommendations.

b. In all vehicles, the Contractor shall separately fuse each piece of electrical equipment. The Contractor shall rigidly mount all equipment in accordance with the vehicle manufacturer's recommendations so that the equipment does not become projectiles in an accident.
c. The Contractor shall vacuum all metal shavings from inside and outside of all vehicle surfaces.
d. The Contractor shall supply all fuses, fuse holders, terminals, splice connectors, and hardware, as well as any cable required between the equipment and the power source. All fuse holders must be crimped to the wires.
e. SLERS Requirements.
   1. The Contractor must be authorized to service equipment (e.g., radios) on the SLERS and use qualified technicians that hold any appropriate certifications for work they perform, including any requirements from Harris or its successor.
   2. The Contractor's technicians must be pre-approved by the SLERS security manager prior to any work to install or maintain Department-owned SLERS radios.

9. Additional Services.

During the term of the Contract, the Contractor shall provide vehicle service to the fleet, including removing and/or installing items that may or may not be specified as components in this SOW, retrofitting existing equipment to the fleet, or making repairs to the fleet. The Contractor shall supply all fuses, fuse holders, terminals, splice connectors, and hardware, as well as any cable required between the equipment and the power source; the Department shall provide the Contractor with any additional required parts, or, with prior approval in writing from the Department's Contract Manager, the Department shall reimburse the Contractor for the required parts at the cost to the Contractor as stated within an invoice provided by the Contractor to the Department. If these services require the replacement and re-installation of any of the required components provided in Attachment 3, Price Response, the Contractor shall be required to provide and install those components at a rate not to exceed the rate specified in Attachment 3, Price Response.

For these additional services, the Department shall compensate the Contractor at the Hourly Rate for Additional Services listed in Attachment 3, Price Response, for the Contractor's labor only. The Contractor will not be entitled to any additional compensation except as described in this Section 9., Additional Services.

The Department shall conduct pre-installation conferences with the Contractor to discuss the terms of the services for each vehicle project. Each pre-installation conference shall include discussion of any required parts for the services and any discussion of additional services for that vehicle project. The Contractor will not be provided compensation for participation in pre-installation conferences or any other required conferences with the Department.

After the pre-installation conference, the Contractor shall provide the Department with the number of hours the Contractor will require to perform the additional services. The Contractor will only be permitted to proceed with the additional services after receiving written approval from the Department's Contract Manager.

10. Vehicle Storage.

The Contractor shall have a secure location to store the vehicle(s) while the services are being provided and until the Department's inspection of the vehicle is concluded and the services are approved. The vehicle storage location must be locked and secured within a fenced perimeter or other locked enclosure while the vehicles are at the installation location.

11. Department's Responsibilities.

a. Oversight. The Department shall conduct pre-installation meetings with the Contractor to facilitate a clear and mutual understanding of the services to be provided. The Department's Contract Manager and the Division's Fleet Manager shall review the Contractor's invoices for approval accordance with the terms of the Contract.

b. Vehicle Transportation. The Department shall transport the vehicle to and from the Contractor's service location.

c. Authorization for Services. At the time a vehicle is delivered by the Department to the Contractor for work under this Contract, the Department and Contractor shall execute Exhibit 1, New Vehicle Delivery Inspection Sheet, which is incorporated by reference.

d. Receipt of Vehicle. After the completion of work described in this Contract is complete, when vehicle is delivered by the Contractor back to the Department of Financial Services, the Department and Contractor shall execute Exhibit 2, CID Quality Control Check List, which is incorporated by reference.

12. Miscellaneous Contract Terms.

a. Insurance. The Contractor must provide proof of insurance (Certificate of Liability Insurance) that covers, at a minimum, the amount of the total purchase price of the vehicle(s) for which it is providing services. The Contractor's insurance must cover any vandalism or damage to the vehicles during the time the vehicles are in the Contractor's possession. The insurance must also cover any theft of the vehicles that occurs during the time the vehicles are in the Contractor's possession.

b. Warranty. The Contractor warrants all of its services and installations on each vehicle to be free from defects in material and workmanship. The Contractor warrants all parts and materials used by the Contractor against mechanical, electrical, and workmanship defects. The obligation under this warranty is limited to repair and replacement of any parts (excluding parts purchased by the Department) or labor for twelve (12) months after Department receipt of the vehicle from the Contractor or for twelve thousand (12,000) miles after receipt of the vehicle from the Contractor, whichever event first occurs. The Contractor shall make necessary repairs or replace and reinstall defective parts, under this warranty without charge to the Department.

c. Applicable Publications and Standards. All services performed by the Contractor pursuant to this SOW must be performed in accordance with the following publications and standards:

1) The National Electric Code. Copies can be obtained from:

NFPA 70®: National Electrical Code®

2) The applicable automobile manufacturer's specifications and recommendations.

The updated editions of these publications and standards will become part of these specifications in the Contract. If there are inconsistencies between the Department's specifications and the publications or standards listed herein, the Contractor shall identify those discrepancies to the Department's Contract Manager. The Contractor shall follow the Department's specifications unless otherwise authorized by the Department's Contract Manager in writing.

d. PUR 1000. The following provisions found in Attachment 4, PUR 1000, are not applicable to this Contract:

Section 3.b.vi., Survivability.
Section 5.c., Assignment.
Section 5.d.iii., E-Verify.
Section 5.e., Transportation and Delivery.
Section 5.f., Packaging.
Section 5.g., Installation.
Section 5.j., Product Version.
Section 7., Payment.
Section 8.a., Dispute Resolution.
Section 8.d., Jury Waiver.

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Exhibit 1

CRIMINAL INVESTIGATIONS DIVISION
DEPARTMENT OF FINANCIAL SERVICES
STATE OF FLORIDA

Representing Blaise Ingoglia
Chief Financial Officer

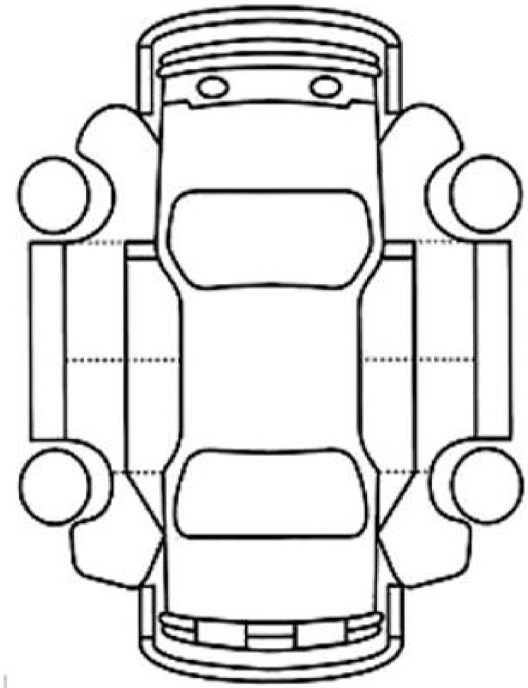
New Vehicle Delivery Inspection Sheet

Year: **Make:** **Model:** **Color:**

Date: **Delivered by:** **Purchase Order #:**

VIN#: **Miles**

WITH ENGINE OFF CHECK THE FOLLOWING
ENGINE OIL WITHIN ACCEPTABLE LIMITS
FAN BELTS TIGHT AND SHOW NO OBVIOUS DAMAGE
COOLANT LEVEL ACCEPTABLE
WASHER FLUID LEVEL ACCEPTABLE
EXTERIOR OF VEHICLE CLEAN
INTERIOR OF VEHICLE CLEAN
WINDSHIELD WIPERS
SEAT BELT FUNCTIONS CORRECTLY
TIRE INFLATION
TIRE TREAD AND SIDEWALLS SHOW NO DAMAGE
TURN ON THE ENGINE CHECK THE FOLLOWING
HEADLIGHTS FUNCTION ON BOTH HI AND LO BEAM
TURN SIGNALS FUNCTION (Left/Right)
BRAKE LIGHTS FUNCTION INCLUDING THIRD BRAKE LIGHT
REVERSE LIGHTS FUNCTION
FLUID LEAKS DISCOVERED
HORN SOUNDS
MIRRORS FUNCTION AND ARE CLEAN
EMERGENCY LIGHTS AND SIREN WORK
ANY NEW DAMAGE NOTED PRIOR TO USING THIS VEHICLE?



(Mark Damage with "**X**")

Received Signature____________________ Delivery Signature_____________________

ROBERT ROHRBACHER • FLEET MANAGER
CRIMINAL INVESTIGATIONS DIVISION• BUREAU OF SUPPORT SERVICES
200 EAST GAINES STREET • TALLAHASSEE, FLORIDA 32399-0324 • TEL. (850) 413-4048 • FAX (850) 413-3994
EMAIL • ROBERT.ROHRBACHER@MYFLORIDACFO.COM

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES

ATTACHMENT 4
PUR 1000, General Contract Conditions

[Cover Page]

General Contract Conditions

Contents

1. **Definitions.** Capitalized terms used herein are defined as follows:

    (a) “Attachments” means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

    (b) “Business Days” means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes (“F.S”).

    (c) “Contract” means the legally enforceable agreement between the Customer and Contractor to which this PUR 1000 form is attached, including all Attachments thereto. This term encompasses both written agreements and purchase orders, as each is defined in Rule 60A-1.001, Florida Administrative Code (“F.A.C.”).

    (d) “Contractor” means the person or entity that is a party to the Contract and is providing Products to the Customer.

    (e) “Customer” means the agency, as defined in section 287.012, F.S., that is a party to the Contract. For purchases off a term contract, as defined in section 287.012, F.S., this term also includes the eligible user, as defined in Rule 60A-1.001, F.A.C, that is a party to the Contract.

    (f) “Product” means any deliverable under the Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. “Product” does not include, and no State funding under the Contract is being provided for, promoting, advocating for, or providing training or education on “Diversity, Equity, and Inclusion” (“DEI”). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual’s action is inherently, unconsciously, or implicitly biased on the basis of such classification.

(g) “State” means the State of Florida.

2. Contract Formation and Amendment.

a. Formation. If the Contract is a written agreement as defined in Rule 60A-1.001, F.A.C., the Contract is effective upon the date last signed by all parties, unless a different date is specified herein. If the Contract is a purchase order as defined in Rule 60A-1.001, F.A.C., the Contract is effective upon the date of issuance by the Customer to the Contractor, and the Contractor’s performance under the purchase order is deemed to be acceptance of the terms thereof.

b. Amendment. The Contract contains all the terms and conditions agreed upon by the parties and will govern all transactions between the parties. The Contract may only be amended upon mutual written agreement signed by both parties, or upon the Customer’s issuance of a change order to a purchase order, as defined in Rule 60A-1.001, F.A.C., deemed to be accepted by the Contractor upon the continued performance thereof. No oral agreements or representations will be valid or binding upon either party. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to the Product upon delivery (e.g., attachment or inclusion of standard preprinted forms, service agreements, end user agreements, product literature, “shrink wrap” terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor’s order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of the Product or processing of documentation on forms furnished by the Contractor for approval or payment will not constitute acceptance of the proposed modification to the Contract terms and conditions.

The parties may, by amendment, modify the Contract to alter, add to, or deduct from the Contract specifications, provided that such changes are within the general scope of the Contract. The parties may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. The parties may also make an equitable adjustment in price if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor’s control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

If the Contract is a purchase off a term contract, as defined in section 287.012, F.S., the purchase is limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.

3. Contract Construction and Administration.

a. Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. Unless the context requires otherwise, whenever the singular is used in the Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Contract to the same extent as if they were set forth verbatim herein.

b. <u>Administration</u>.

i. Execution in Counterparts. If the Contract is a written agreement as defined in Rule 60A-1.001, F.A.C., it may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

ii. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract. If the Contract is a purchase order, as defined in Rule 60A-1.001, F.A.C., the Contractor warrants that the individual established to receive the purchase order is authorized to do so and to bind the Contractor to the terms of the Contract.

iii. Notices. Where the term "written notice" is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile (with confirmation of receipt) or email (with confirmation of receipt); (iii) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iv) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, each party shall deliver all notices to the other party's Contract Manager. Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Contract or the issuance of a change order.

iv. Severability. If a court deems any non-material provision of the Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

v. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under the Contract will not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

vi. Survivability. The Contract and any promises, covenants, and representations made herein are binding upon the parties hereto and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Contract, including without limitation, the obligations regarding overpayments, confidentiality, indemnity, proprietary interests, and public records, will survive termination or expiration of the Contract.

vii. Third Party Beneficiaries. The parties acknowledge and agree that the Contract is for the benefit of the parties hereto and any permitted assignee. The Contract is not intended to confer any legal rights or benefits on any other party.

4. Contract Term, Suspension, and Termination.

a. Term. The initial term of the Contract will be as indicated in the Contract. The Customer, in its sole discretion, may renew the Contract, in whole or in part, for a period that may not exceed three (3) years or the initial term of the Contract, whichever is longer, by providing written notice to the Contractor. If the Contract was awarded pursuant to a competitive solicitation, as defined in section 287.012, F.S., the pricing for the renewal period will be as set forth in the Contractor's response to the competitive solicitation. No costs may be charged for the renewal, and the renewal is contingent upon satisfactory performance evaluations and subject to availability of funds. Exceptional purchase contracts pursuant to sections 287.057(3)(a) and (c), F.S., may not be renewed.

b. Suspension of Work. The Customer may, in its sole discretion, suspend any or all activities under the Contract, at any time, when in the best interests of the Customer to do so. The Customer shall provide the Contractor written notice outlining the particulars of the suspension. Examples of the reason for suspension include budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall cease performance to the extent required by the notice. Within ninety (90) calendar days of the suspension, or any longer period agreed to by the Contractor, the Customer shall either (i) issue a notice authorizing the resumption of performance, at which time the Contractor shall resume activity; or (ii) terminate the Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

c. Termination.

i. Termination for Convenience. The Customer, by written notice to the Contractor thirty (30) calendar days in advance, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the Customer's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits.

ii. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (i) deliver the Product within the time specified in the Contract or any extension agreed to by the Customer, (ii) maintain adequate progress, thus endangering the performance of the Contract, (iii) honor any term of the Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Customer may, at its sole discretion, (i) immediately terminate the Contract, (ii) notify the Contractor of the deficiency with a Contract requirement and require that the deficiency be corrected within a specified time, otherwise the Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Customer. The Contractor shall continue to work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted Products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract. The Customer shall notify the Department of Management Services of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

iii. Termination for Non-Compliance with E-Verify. Pursuant to section 448.095(5)(c)1., F.S., the Customer shall terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Customer has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Customer shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

iv. Termination Related to Statutory Certifications. At the Customer's option, the Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Contract based on the statutory provisions referenced therein.

v. Termination for Refusing Access to Public Records. In accordance with section 287.058(1)(c), F.S., the Customer may unilaterally terminate the Contract if the Contractor refuses to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and section 119.07(1), F.S.

vi. Termination for Non-Appropriation. In accordance with section 287.0582, F.S., the Customer may terminate the Contract if, in the Customer's determination, no annual appropriation is provided for the Contract, or the Products provided hereunder, by the Legislature.

5. Performance.

a. Warranty of Ability to Perform. Upon the effective date of the Contract, and each year on the anniversary date of the Contract, the Contractor shall submit to the Customer a completed PUR 7801, Vendor Certification Form. This requirement will not apply to purchases off a term contract, as defined in section 287.012, F.S., unless specifically requested in the Contract by the Customer.

Additionally, the Contractor shall promptly notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract (including potential inability to renew the Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Customer and use commercially reasonable efforts to perform its obligations on time notwithstanding the Customer's delay.

b. Further Assurances. The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Contact, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Contract and to carry out its provisions. The Customer is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.

c. Assignment. The Contractor shall not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Customer. However, the Contractor may waive its right to receive payment and assign the same upon written notice to the Customer. In the event of any assignment, the Contractor remains secondarily liable for the performance of the Contract, unless the Customer expressly waives such secondary liability in writing. The Customer may assign the Contract with prior written notice to the Contractor of its intent to do so.

d. Employees, Subcontractors, and Agents.

i. Subcontracting. The Contractor is solely responsible for ensuring that any subcontractor(s) utilized perform in accordance with the Contract, and the Contractor acknowledges that it will not be released of its contractual obligations to the Customer because of any subcontract. The use of the term “subcontractor” may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Contract.

The Contractor shall use only those subcontractors approved by the Customer in writing. Subcontractors named in the Contract will be deemed to be approved by the Customer. For subcontractors proposed after the effective date of the Contract, the Contractor shall submit a written request to the Customer’s Contract Manager specifying (i) the name of the proposed subcontractor; (ii) the services to be performed by the subcontractor; (iii) the time of performance; (iv) the Contractor’s proposed method of subcontractor performance monitoring; (v) certification of subcontractor’s compliance with all legal and contractual requirements related to performance (e.g., licensing, background screening, insurance etc.); (vi) a copy of the subcontract, if requested by the Customer; and (vii) indication of whether the subcontractor is an Office of Supplier Diversity registered Florida-based woman-, veteran-, or minority-owned small businesses. The Customer has the final approval authority of all proposed subcontractors. The Contractor’s use of a subcontractor not approved by the Customer will be considered a material breach of the Contract.

ii. Qualifications and Access. All Contractor employees, subcontractors, or agents performing work under the Contract must be properly trained technicians who meet or exceed any specified training qualifications. Upon request, the Contractor shall furnish a copy of technical certification or other proof of qualification. All Contractor employees, subcontractors, or agents performing work under the Contract shall comply with all Contract terms and controlling laws and regulations relevant to the work being performed. The Customer may either conduct, and the Contractor shall cooperate in, or require the Contractor to conduct, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The Customer may refuse access to, or require replacement of, any employee, subcontractor, or agent for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Customer’s security or other requirements. The Customer may reject and bar from any facility for cause any of the Contractor’s employees, subcontractors, or agents.

iii. E-Verify. The Contractor shall comply with section 448.095, F.S., including the obligation to register with and use the U.S. Department of Homeland Security’s (DHS) E-Verify system to verify the work authorization status of all new employees of the Contractor.

iv. Independent Contractor. The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Customer or State and are not entitled to any benefits of Customer or State employees. The parties shall take all actions necessary to ensure that Contractor’s employees, subcontractors, and other agents are not construed as such. Such actions include ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the Customer or State. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Contract.

e. Transportation and Delivery. Unless otherwise specified, prices listed in the Contract for commodities include all charges for packing, handling, freight, distribution, and inside delivery. Transportation must be FOB Destination to any point within thirty (30) calendar days after the Customer places an order. The Contractor, within five (5) Business Days after receiving an order, shall notify the Customer of any potential delivery delays. Evidence of inability to timely deliver or intentional delays will be considered a material breach of the Contract.

f. Packaging. Tangible Products must be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging will become and remain the Customer's property.

g. Installation. Where installation is required under the Contract, the Contractor shall be responsible for placing and installing the Product in the required locations at no additional charge, unless otherwise specified in the Contract. The Contractor's authorized Product and price list must clearly and separately identify any additional installation charges. All materials used in the installation must be of good quality and free of defects that would diminish the Product's appearance or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the Product in the proper location. The Contractor shall protect the site from damage and shall repair damages or injury caused during installation, unless caused by the Customer. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. The Contractor shall perform installation work to cause the least inconvenience and interference with the Customer's use of the site and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work must be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

h. Risk of Loss. Until acceptance, the risk of loss or damage will remain with the Contractor. The Contractor shall file, process, and collect all damage claims. To assist the Contractor with damage claims, the Customer shall (i) record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; (ii) report damages to the carrier and the Contractor; and (iii) provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. If the Customer rejects a Product, the Contractor shall remove it from the premises within ten (10) Business Days after notification of rejection. Upon rejection notification, the risk of loss of a rejected or non-conforming Product will remain with the Contractor. Rejected Product not removed by the Contractor within ten (10) Business Days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of it as its own property. The Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of a rejected Product.

i. Literature. Upon request, the Contractor shall furnish literature reasonably related to the

Product offered, including user manuals, price schedules, catalogs, and descriptive brochures.

j. Product Version. The Contract will be deemed to reference a manufacturer's most recently released model or version of the Product at the time of the order unless the Customer specifically requests in writing an earlier model or version and the Contractor is willing to provide such model or version.

k. Real Property. Pursuant to section 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Contractor granting to the State a security interest in the property at least to the amount of State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

l. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). In accordance with section 946.515(6), F.S., if the Contractor is a private contract vendor and if a product or service required for the performance of the Contract is certified by or is available from PRIDE and has been approved in accordance with section 946.515(2), F.S., the following statement applies:

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, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; 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 above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org.

m. Products Available from the Blind or Other Handicapped (RESPECT). In accordance with section 413.036(3), F.S., if the Contractor is a private contract vendor and if a product or service required for the performance of the Contract is on the procurement list established pursuant to section 413.035(2), F.S., the following statement applies:

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, F.S.; IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), F.S.; 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.

Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

n. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Customer. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact, or other costs, expenses, or damages, including costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection 5.n., the Customer may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Contract as the Customer deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Customer or State, in which case the Customer may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Customer with respect to Products subjected to allocation; or (ii) terminate the Contract in whole or in part.

o. Exclusivity. The Contract is not an exclusive license to provide the Products described in the Contract. The Customer may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

6. Inspection.

a. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

b. Statutory Inspection Rights. If services are to be provided pursuant to the Contract, in accordance with section 216.1366, F.S., the Customer is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Customer determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Customer within ten (10) Business Days after the request is made.

   Further, for any Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

   1. Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor; and
   2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

   The documentation must indicate the amounts and recipients of the remuneration.

c. Inspection Compliance. The Contractor understands its and its subcontractors' (if any) duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any information the State official deems relevant to the Contractor's integrity or responsibility.

   Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include investigators' salaries, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor will not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

7. Payment.

a. Annual Appropriations. Pursuant to section 287.0582, F.S., the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

b. Invoicing and Payment. The Contractor shall include the Contract number and vendor identification information on all invoices. The Customer may require any other information from the Contractor that it deems necessary to verify any charges shown on the invoice, including detail sufficient for a proper preaudit or post-audit for such bills pursuant to section 287.058(1)(a), F.S.

The Customer shall make payments in accordance with section 215.422, F.S., which governs time limits for payment of invoices. The Contractor shall make payments to any subcontractors and suppliers in accordance with section 287.0585, F.S., if applicable. Invoices that must be returned to a Contractor due to preparation errors will delay payment. The Customer is responsible for all payments under the Contract.

The Department of Financial Services has established a Vendor Ombudsman for vendors having trouble obtaining timely payment from State agencies. The Vendor Ombudsman can be reached at (850) 413-5516.

c. Overpayments. The Contractor shall return any overpayments, including those due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Customer. The Contractor shall return any overpayment within forty (40) calendar days after the earlier of: (1) discovery by the Contractor (including discovery by its independent auditor, if any), or (2) notification by the Customer of the overpayment.

d. Transaction Fee. The State, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), F.S. All payments issued by agencies to registered vendors for purchases of commodities or contractual services under Chapter 287, F.S., shall be assessed a transaction fee of one percent (1.0%) of the total amount of the payments received from the State or eligible users, as prescribed by Rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the transaction fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Customer will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the transaction fee or reporting of payments, which may subject the vendor to being suspended from business with the State.

e. Taxes. The Customer, as a governmental entity of the State, does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The Customer will not pay for any personal property taxes levied on the Contractor or any taxes levied on employees' wages. The Customer will explicitly note any exceptions to this paragraph in the Contract.

f. Leases and Installment Purchases. In accordance with section 287.063, F.S., if the Contract provides for a lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017, F.S., then the Customer's obligations under the Contract are contingent upon approval of the Contract by the Chief Financial Officer, as defined in section 17.001, F.S.

g. Travel. Pursuant to section 287.058(1)(b), F.S., if travel is authorized under the Contract, the Contractor shall submit such in accordance with section 112.061, F.S., except that the Customer may establish rates lower than the maximum provided in section 112.061, F.S.

h. Retention of Payments. The Customer may, in addition to other remedies available to it at law or equity and upon written notice to the Contractor, retain such monies from amounts due to the Contractor as may be necessary to satisfy any claim for payment, including under the indemnification clause, payment for financial consequences, and payment for damages and the like asserted by or against the Customer. The Customer reserves the right to set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due to the Contractor under any contract with the State. The exercise of these rights will not be a breach of the Contract, nor will they in any way entitle the Contractor to a claim against the Customer or State, including for damages.

8. Disputes and Liabilities.

a. Dispute Resolution. Should any disputes arise concerning the Contract, the parties shall act immediately to resolve any such disputes. Time is of the essence in the resolution.

i. Dispute Resolution Process.

(a) Contract Manager Review. The parties shall resolve disputes through the submission of their dispute to the Customer's Contract Manager, who shall reduce a decision to writing and furnish a copy to each party within ten (10) Business Days from the date that the Customer's Contract Manager receives the dispute. The Customer's Contract Manager's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Customer's Contract Manager's decision. If a party disagrees with the Customer's Contract Manager's decision, the party may proceed to subsection (b) below.

(b) Meeting between the Principals. If either party disagrees with the Customer's Contract Manager's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Customer, the Customer head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10) Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting. If the meeting between the principals fails to resolve the disagreement, the parties shall proceed to subsection (c) below.

(c) Mediation. Prior to initiating any litigation, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Customer's Contract Manager's decision, then either party may commence litigation.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) – (b), if mediation is not agreed to), either party may pursue any available legal or equitable remedies.

ii. Contractor's Obligation to Perform While Disputes are Pending. The Contractor shall proceed diligently with performance under the Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Contract and shall comply with directions to perform from the Customer. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Contract which is separate and apart from any other dispute.

b. Governing Law and Venue. The Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the Contract terms.

c. Remedies Cumulative. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

d. JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE CONTRACT OR ITS SUBJECT MATTER.

e. Insurance Requirements.

i. Coverages.

(a) In General. During the Contract term, the Contractor shall, at its sole expense, provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract.

(b) Workers' Compensation Insurance. The Contractor shall maintain Workers' Compensation insurance as required by State law; to the extent that any work required by the Contract will be performed outside of the State, the Contractor shall maintain Workers' Compensation Insurance as required by that jurisdiction. If work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor shall provide adequate insurance, satisfactory to the Customer, for the protection of employees not otherwise protected.

ii. Terms.

(a) In General. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide the Customer with certificate(s) of insurance. The limits of coverage under each policy maintained by the Contractor will not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies must be through insurers authorized or eligible to write policies in the State or through a self-insurance program established and operating under the laws of the State. The Contractor shall notify the Customer sixty (60) calendar days before any policy is canceled or terminated. All insurance policies must also provide that the insurer notifies the Customer if the policy is cancelled.

(b) No Loss Deductible Clause. The Customer will be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The Contractor shall be solely responsible for payment of such deductible.

(c) Duration. The insurance policies identified above must be "per occurrence" and maintained throughout the Contract term.

(d) Subcontractor's Insurance. The Contractor shall ensure that its subcontractors maintain the levels of insurance as required in this section.

f. Indemnification. For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Contract (including any determination arising out of or related to the Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Customer and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Customer may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Customer or the State. Nothing herein is intended to act as a waiver of the Customer's or State's sovereign immunity or to be deemed consent by the Customer or State or its subdivisions to suit by third parties.

If any Product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the Product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the Product, the Contractor shall remove the Product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The Customer will not be liable for any royalties.

g. Limitation of Liability. For all claims against the Contractor under the Contract, and regardless of the basis on which the claim is made, the Contractor's aggregate liability for direct damages under the Contract will be limited to the greater of $200,000 or the dollar value of the Contract (which is the higher of the total estimated value of the Contract or two times the charges for Products rendered by the Contractor under the Contract if no estimated value is determinable). This limitation will not apply to any claim arising under an indemnity provision of the Contract or any provision of the Contract relating to insurance required to be provided by the Contractor.

Unless otherwise specifically enumerated in the Contract, no party will be liable to the other for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party will be liable for lost profits, lost revenue, or lost institutional operating savings.

For damages other than those excluded in the preceding paragraph, the Customer’s liability is limited to: 1) if the damage is the Customer’s failure to pay amounts due to the Contractor for Products received and accepted by the Customer pursuant to the Contract, then only the amount due for such Products and any interest owed under section 215.422, F.S.; or 2) in the event the damage is not related to the Customer’s failure to comply with the payment provisions of the Contract, to the maximum of the limited waiver of sovereign immunity provided for in section 768.28, F.S.

9. Compliance with Laws.

a. In General. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Contract will be used in violation of any state or federal law, including, but not limited to, 8 U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Customer may terminate the Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

If the requirements of the Contract conflict with any governing law, codes, or regulations, the Contractor shall notify the Customer in writing, and the parties shall amend the Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to terminate the Contract at no further expense to the Customer.

b. Lobbying and Integrity. The Contractor shall not use funds provided under the Contract in a manner that violates the provisions of sections 11.062 and 216.347, F.S. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract during the Contract’s term. In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee’s decision, opinion, recommendation, vote, other exercises of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), “gratuity” means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

c. Accessibility Requirements. If the Products to be provided include an information technology system that is accessed by the public or State employees, the Contractor shall comply with section 508 of the Rehabilitation Act of 1973, as amended and 29 U.S.C. s. 794(d), including the regulations set forth under 36 C.F.R. part 1194. Section 282.601(1), F.S., states that “state government shall, when developing, competitively procuring, maintaining, or using electronic information or information technology acquired on or after July 1, 2006, ensure that State employees with disabilities have access to and are provided with information and data comparable to the access and use by State employees who are not individuals with disabilities.”

10. Public Records.

a. General Record Management and Retention. The Contractor shall retain sufficient records to substantiate claims for payment under the Contract and shall retain all other records that were made in relation to the Contract for the longer of five (5) years after the expiration of the Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: https://dos.fl.gov/library-archives/records-management/general-records-schedules/.

b. Identification and Protection of Confidential Information. Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of “public record.” As such, records submitted to the Customer (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Customer (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law (“Confidential Information”), the Contractor shall mark as “confidential” each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Customer (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as “confidential,” or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Customer (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record “confidential” and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Customer (or any other State agency).

   In the event of a public records request, to which records the Contractor marked as “confidential” are responsive to the request, the Customer shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as “confidential” but failed to provide a Contractor-redacted copy to the Customer, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Customer may release the unredacted record to the requestor without liability. If the Customer provides a Contractor- redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Customer shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Customer from publicly disclosing the information. The Contractor shall provide written notice to the Customer of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Customer may release the unredacted copy of the record to the requestor without liability.

If the Customer is requested or compelled in any legal proceeding to disclose documents that are marked as "confidential" (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Customer shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor's sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as "confidential" or fails to provide a redacted copy that may be disclosed, the Customer may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Customer for all claims, costs, fines, settlement fees, and attorneys' fees, at both the trial and appellate levels, arising from or relating to the Contractor's determination that its records contain Confidential Information. In the event of a third-party claim brought against the Customer for failure to release the Contractor's redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney's fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Customer mutually agree that the Customer is best suited to undertake the defense or settlement, the Customer will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Customer may make as to such claim, and the Contractor agrees to reimburse the Customer for the expense, including reasonable attorney's fees and costs at both the trial and appellate levels associated with any defense or settlement that the Customer may undertake to defend Contractor's Confidential Information. The Customer will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Customer is reasonably advised by its counsel that disclosure of the Confidential Information is required by law, including but not limited to Florida's public records laws, the Customer may disclose such Confidential Information without liability hereunder.

c. Public Records Requirements Pursuant to Section 119.0701, F.S. Solely for the purpose of this section, the Customer's Contract Manager is the agency custodian of public records. If, under the Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

i. Keep and maintain public records required by the Customer to perform the service.

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

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

iv. Upon completion of the Contract, transfer, at no cost, to the Customer all public records in possession of the Contractor or keep and maintain public records required by the Customer to perform the service. If the Contractor transfers all public records to the Customer upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the Customer's custodian of public records, in a format that is compatible with the information technology systems of the Customer.

v. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED FOR THE CONTRACT MANAGER.

d. Advertising. Unless legally obligated, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the Customer or the State in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual entities eligible to make purchases pursuant to section 12, below, or authorized distributors, dealers, resellers, or service representatives.

11. Security and Confidentiality. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

12. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the

Contractor's agreement, other entities may be permitted to make purchases at the terms and conditions contained herein. Such purchases are independent of this Contract, and the Customer will not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases off this Contract must follow the provisions of sections 287.042 and 287.057(3)(b), F.S., which may require prior approval of the Department of Management Services.

APPENDIX C

Evaluator Score Sheet

DEPARTMENT OF FINANCIAL SERVICES
Evaluator Score Sheet

Appendix C

INSTRUCTIONS

Each evaluator should read all Responses before attempting to assign scores to any one Response. Evaluators must score each Respondent being evaluated on a separate score sheet. Throughout the evaluation process, the confidentiality and security of the Responses and the scoring process must be maintained.

Response Evaluation – The evaluation team will independently score Volume Two: Technical Response. The evaluation team will not review or evaluate any other volumes of the Response.

RESPONSE EVALUATION CRITERIA

The evaluation of the Responses will involve scoring the following 2 categories:

Category 1 – Experience and Ability
Category 2 – Proposed Approach

Criteria have been developed for each category and are presented on the score sheet. A score should be assigned to each criterion as follows:

Assessment	Assessment Description	Maximum Points - 20
Excellent	• Demonstrates superior understanding of the services sought; • Greatly exceeds minimum requirements; and • Provides excellent and innovative ability and approach to deliver the services.	17-20
Good	• Above-average understanding of the services sought; • Partially exceeds minimum requirements; and • Provides above-average ability and approach to deliver the services.	13-16
Adequate	• General understanding of the services sought; • Meets minimum requirements; and • Provides acceptable ability and approach to deliver the services.	9-12
Fair	• Limited understanding of the services sought; or • Partially addresses minimum requirements; or • Presents limited ability to deliver the services.	5-8
Poor	• Insufficient understanding of the services sought; and • Fails to demonstrate ability to deliver the services.	1-4
Not Addressed	• Information necessary to assign a score is not addressed in Volume Two, Technical Response.	0

Scoring should reflect the evaluator's independent evaluation of the Respondent's overall response based on each criterion and should consider the Respondent's ability to meet each function, characteristic, performance level, or specification described in the solicitation. A Respondent who exceeds the function, characteristic, performance level, or specification described in the solicitation should receive a higher score than a Respondent who merely meets the function, characteristic, performance level, or specification.

Once the evaluator has completed a score sheet for each Response, the evaluator should submit the completed score sheets to the Procurement Officer.

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EVALUATOR SCORE SHEET				
Respondent's Name:				
Section 1: Evaluation Criteria for Respondent's Experience and Ability		**RFP Section**	**Maximum Points**	**Points Awarded**
1.	To what extent does the Respondent's narrative on experience and ability demonstrate its understanding and knowledge of the services being sought?	RFP Section 3.3.2	20	
2.	To what extent does the Respondent's organizational chart and list of personnel demonstrate the Respondent's ability to perform the services?	RFP Section 3.3.2	20	
3.	To what extent does the Respondent's experience and knowledge of the service industry demonstrate its ability to effectively administer, manage, and support the services required under the Contract?	RFP Section 3.3.2	20	
4.	To what extent does the Respondent demonstrate relevant experience by providing examples of similar services completed within the last three years?	RFP Section 3.3.2	20	
5.	To what extent does the Respondent provide evidence of completed projects, including photos of the finished installation, a list of components, and the total project cost?	RFP Section 3.3.2	20	
Section 2: Respondent's Proposed Approach		**RFP Section**	**Maximum Points**	**Points Awarded**
6.	To what extent does the Respondent demonstrate a comprehensive plan to fulfill the Department's requirements for delivering the services described in Attachment 2, Statement of Work?	RFP Section 3.3.2	20	
7.	To what extent does the Respondent present a thorough and well-defined plan to ensure completion of the full installation within 120 days following receipt of the vehicle from the Department?	RFP Section 3.3.2	20	
8.	To what extent does the Respondent's proposed approach demonstrate the ability to provide components that meet or surpass all specifications detailed in Attachment 2, Statement of Work (SOW)?	RFP Section 3.3.2	20	
9.	To what extent do the warranties offered by the Contractor demonstrate adequate coverage and quality assurance for all products and craftsmanship?	RFP Section 3.3.2	20	
		Total Points	180	

EVALUATOR NAME: ______________________________

EVALUATOR SIGNATURE: ______________________ **DATE:** __________

APPENDIX D

Award Preferences Form

DEPARTMENT OF FINANCIAL SERVICES
Award Preferences Form
2526-04 RFP CI

Appendix D

The Respondent's responses on this form will only be used in the event one or more Respondents receive an identical highest score. If the Department discovers that any information on this form is false after the award to the Respondent is made, the Department reserves the right to terminate the Contract and hold the Respondent liable for costs associated with re-procurement.

1. **Choose the responses that apply by checking the applicable box(es) below:**
   - ☐ Respondent is a certified veteran business enterprise as provided in section 295.187, F.S.
   - ☐ Respondent has implemented a drug-free workplace program in accordance with section 287.087, F.S.
   - ☐ Respondent is a foreign manufacturing company with a factory in Florida and employing over 200 employees working in Florida as provided in section 287.092, F.S.
   - ☐ Respondent is not eligible for any of the above preferences.

2. **Complete the following statement:**

   Respondent has a net worth of _____.

As the person authorized to sign this form, I certify that the information provided above is accurate as to the Respondent.

Name of Respondent: _____

Signature: ____________________

Printed Name: ____________________

Date: ____________________

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