Department of MANAGEMENT SERVICES
We serve those who serve Florida

Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950

Ron DeSantis, Governor
Tom Berger, Secretary

The State of Florida

Department of Management Services

Invitation to Bid (ITB)

Government Crime Insurance

ITB No: 27-84131514-ITB

Jill Soderberg, Procurement Officer
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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.

Any protest concerning this agency decision or intended decision must be timely filed with the Department of Management Services' Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at 850-922-6312, or by email at agencyclerk@dms.fl.gov. It is the filing party's responsibility to meet all filing deadlines.

The Procurement Officer should be copied on such filings.

TABLE OF CONTENTS

1 INTRODUCTION 4

1.1 Timeline of Events 4

1.2 Pre-Bid Conference 5

1.3 Definitions 5

1.4 Objective 6

1.5 Scope of Work 7

1.6 Term 7

1.7 Procurement Officer 7

1.8 Order of Precedence for Solicitation 7

1.9 Office of Supplier Development 7

1.10 Department's Rights to Reject Bids 8

2 THE ITB PROCESS 8

2.1 Question Submission 8

2.2 Addenda to the ITB 8

2.3 Public Opening 8

2.4 Special Accommodations 8

2.5 Mandatory Responsive Requirements 9

2.6 Bidder Requirements 9

2.7 Equal Bids 9

2.8 Basis of Award 9

2.9 Electronic Posting of Notice of Intent to Award 10

2.10 Contract Formation 10

2.11 Other Requirements Following Award 10

3 RESPONDING TO THE ITB 11

3.1 General Instructions....11

3.2 Special Instructions....11

3.3 How to Access the Sourcing Event in MyFloridaMarketPlace....16

3.4 Modification or Withdrawal of Bid....17

3.5 Cost of Bid Preparation....18

3.6 Independent Preparation....18

3.7 False or Erroneous Information....18

4 FORM PUR 1000....18

5 ITB ATTACHMENTS....18

1 INTRODUCTION

1.1 Timeline of Events

The table below contains the Timeline of Events for this solicitation. The dates and times within the Timeline of Events are subject to change. It is the responsibility of the Bidder to check for any changes on the Vendor Information Portal (VIP) and in the Business Network.

Bidders shall not rely on the Business Network time clock. It is not the official submission date and time deadline. In the event of a technical malfunction or discrepancy in VIP or in the Business Network, the Timeline of Events listed in the solicitation document shall prevail. The official solicitation dates and time deadlines are reflected in the Timeline of Events.

Timeline of Events		
Event	**Time (Eastern Time)**	**Date**
Solicitation posted on VIP and in the Business Network		September 22, 2026
Deadline to submit questions in the Business Network	10:00 A.M.	October 5, 2026
Anticipated date of posting Q&A on VIP and in the Business Network		October 19, 2026
Deadline to submit bid and all required documents in the Business Network	2:00 P.M.	November 10, 2026
Public Meeting: Bid Opening (non-mandatory) In-person attendees: Department of Management Services 4050 Esplanade Way Tallahassee, FL 32399-0950 Conference Room Number 101 Or Virtual Attendees: Zoom Meeting Link: https://us02web.zoom.us/j/81490798474 Dial in by Phone: Conference Call Number: (305) 224-1968 Conference ID: 814 9079 8474 Any person requiring a special accommodation due to a disability should contact the	2:30 P.M.	November 10, 2026

Timeline of Events		
Event	**Time (Eastern Time)**	**Date**
Department's Americans with Disabilities Act (ADA) Coordinator at (850) 922-7535 or ADA.Coordinator@dms.myflorida.com at least five (5) Business Days prior to the scheduled event.		
Anticipated date to post Notice of Intent to Award on VIP and in the Business Network		November 23, 2026
Anticipated Contract start date		January 1, 2027

1.2 Pre-Bid Conference

The Department will not be conducting a Pre-Bid Conference.

1.3 Definitions

Definitions contained in section 287.012, Florida Statutes (F.S.); Rule 60A-1.001, Florida Administrative Code (F.A.C.); and Attachment D, Insurance Terms and Conditions are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions for the purposes of this ITB document. All definitions apply in both their singular and plural sense.

Bid – The document(s) submitted by a Bidder in response to this ITB.

Bidder – A vendor who submits a bid to this ITB.

Broker or Vendor – An insurance intermediary that holds current and valid Florida resident or non-resident insurance license(s) in the appropriate line of business described in this ITB.

Business Day – Monday through Friday, inclusive, from 8:00 a.m. to 5:00 p.m. Eastern Time, except for those holidays specified in section 110.117, F.S..

Business Network – The Business Network (formerly known as Ariba Network) is an online marketplace that connects vendors and buyers for solicitations collaboration and purchasing transactions. A Business Network account is required to submit responses to electronic solicitations.

Calculated Premium (CP) – the CP is the average of the Discounted Premiums provided on the Price Sheet for multiple policy period pricing submitted by a Bidder.

Commodity Code – The State's numeric code for classifying commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida

has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

Confidential Information – Information that is trade secret or otherwise confidential or exempt from disclosure under Florida or federal law.

Contract – The legally enforceable Contract, as defined in form PUR 1000, between the Department and the awarded Bidder(s) resulting from this solicitation.

Customer – A State Agency or Eligible User included on the insurance policy.

Department – The Department of Management Services, a State Agency.

Eligible User – As defined in Rule 60A-1.001(4)(h), F.A.C., for purposes of insurance contracts procured pursuant to section 287.022, F.S., only non-Agency state entities with a Department of Financial Services State Risk Management Trust Fund Certificate are eligible users.

Insurance Policy or Policy – As defined in section 627.402(3), F.S. The parties to the Insurance Policy will be the Department, the Named Insured, the Broker, and the Insurer.

Insurer – As defined in section 624.80(1), F.S. The insurance company as selected by the Broker to provide insurance coverage as described in this ITB. The term “Underwriter” is used interchangeably with “Insurer" in this solicitation.

Named Insured – Customers listed in the Scope of Work and those added during the Policy Period.

Policy Expiration – The termination date of the Insurance Policy.

Policy Inception – The effective date of the Insurance Policy.

Policy Period – The time between the exact hour and date of Policy Inception and the hour and date of Policy Expiration.

Premium – As defined in section 627.403, F.S.

State – State of Florida

Vendor Information Portal (VIP) – The State of Florida’s vendor registration, supplier development, and bidding system developed in accordance with section 287.042(3), F.S. The Vendor Information Portal is accessible at https://vendor.myfloridamarketplace.com.

1.4 Objective

The Department is issuing this ITB to establish a Contract for up to five (5) years for Government Crime Insurance which will replace the current policy, as identified in Attachment K, Expiring Policy.

The Department intends to make a single award to the lowest responsive and responsible Bidder in accordance with sections 287.057(1) and 287.022, F.S., as further described herein. However, the Department reserves the right to make no award, as determined to be in the best interest of the State.

The average annual spend over the past five (5) years on the Government Crime Insurance policy is $149,255.00. Historical spend is provided for informational purposes only and should not be construed as representing actual, guaranteed, or minimum spend under a new contract.

1.5 Scope of Work

The Bidder awarded a Contract under this ITB shall provide commodities and/or contractual services as described in the Attachment A, Scope of Work.

1.6 Term

The term is as specified in the Attachment G, Draft Contract.

1.7 Procurement Officer

In accordance with section 21 of the PUR 1001, incorporated by reference below, the Procurement Officer is the sole point of contact for this ITB. Violation of section 21 of the PUR 1001 may be grounds for rejecting a Bid. The contact information for the Procurement Officer is:

Jill Soderberg
Purchasing Analyst, Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950
Phone: 850-488-7996
Email: jill.soderberg@dms.fl.gov

****ALL EMAILS TO THE PROCUREMENT OFFICER SHOULD CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL****

1.8 Order of Precedence for Solicitation

In the event of a conflict between the documents comprising this ITB, the conflict will be resolved in the following order of priority (highest to lowest):

a) Addenda to ITB, if issued (in reverse order of issuance)
b) Attachment A, Scope of Work
c) Attachment C, Price Sheet
d) Attachment D, Insurance Terms and Conditions
e) Attachment G, Draft Contract
f) This ITB document
g) Other ITB attachments

1.9 Office of Supplier Development

The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDhelp@dms.fl.gov.

The Office of Supplier Development's Mentor-Protégé Program connects certified businesses with private business entities for business development mentoring. The Department strongly encourages Vendors doing business with the State to consider becoming a Mentor and participating in this initiative. More information on the Mentor-Protégé Program may be

obtained by contacting the Office of Supplier Development at 850-487-0915 or by email at: OSDhelp@dms.fl.gov.

1.10 Department's Rights to Reject Bids

The Department may reject any Bid not submitted in the manner specified by this solicitation.

Bids that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Bidders whose Bids, references, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as not responsible. The Department reserves the right to determine which Bids meet the requirements of this solicitation and which Bidders are responsive and responsible. The Department is placing vendors on notice of the prohibitions against considering social, political, or ideological interests in government contracting contained in section 287.05701, F.S.

In this solicitation, the words "should" or "may" indicate desirable attributes or conditions but are permissive in nature. Where language indicates that the attribute or condition is mandatory, the Department still reserves the right to waive any minor irregularity if the Department determines that it is in the best interest of the State to do so.

A deviation from a requirement or condition is material if, in the Department's discretion, it provides a substantial advantage to one Bidder over another or has a potentially significant effect on the quality of the Bid or on the cost to the State.

2 THE ITB PROCESS

2.1 Question Submission

The Department invites interested and registered Vendors to submit questions regarding the solicitation. Questions must be submitted in the Business Network by the time and date reflected in the 'Timeline of Events' section. Bidders are strongly encouraged to ask any questions regarding this ITB, including the proposed Contract terms and conditions, prior to the deadline to submit questions. The Department is not obligated to revise the solicitation or attachments and the answers posted to the Questions and Answers by the date in the Timeline of Events section of this ITB do not in themselves constitute addenda to this ITB.

2.2 Addenda to the ITB

The Department reserves the right to modify this solicitation by addenda. Addenda may modify any aspect of this solicitation. Any addenda issued will be posted on VIP and the Business Network. It is the Bidder's responsibility to check VIP and the Business Network for any changes throughout the solicitation process and prior to submitting a Bid.

2.3 Public Opening

Bids will be opened, and the names of Bidders will be announced at a public meeting on the date and at the location indicated in the Timeline of Events section. Bidders are not required to attend. In accordance with section 119.071(1)(b), F.S., the Department will not provide other information regarding the received Bids at the public opening.

2.4 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at 850-922-7535 or ADA.Coordinator@dms.fl.gov at least five Business Days prior to the scheduled event. If

hearing or speech-impaired, please contact the ADA Coordinator by using the Florida Relay Service at 800-955-8771 (TDD).

2.5 Mandatory Responsive Requirements

The Department will not review Bids from Bidders who do not meet the mandatory responsive requirements listed in Attachment B, Mandatory Responsive Requirements.

Note: The Department will perform an initial responsiveness check. Bids found to be non-responsive will not be considered for award. The Department reserves the right to act upon information discovered during and after the initial responsiveness check impacting the responsibility or responsiveness of the Bid or Bidder.

2.6 Bidder Requirements

In Attachment B, Mandatory Responsive Requirements, the Bidder must certify the following:

The Bidder certifies that the Broker's key management personnel assigned to securing the Insurance Policy will maintain current and active insurance license(s) required to provide the services contemplated herein.

The Bidder certifies that the Bidder and the selected Insurer possess a valid and current certificate of authority to transact insurance, in accordance with section 624.404, F.S., or are eligible surplus lines insurers in accordance with section 626.918, F.S..

The Bidder certifies that the Bidder and the selected Insurer each have 10 years of experience in the placement and account management of the insurance coverage described in Attachment A, Scope of Work and Attachment K, Expiring Policy, as endorsed.

2.7 Equal Bids

In the event that there is no multiple award contemplated in the ITB, and the Department receives equal Bids eligible for award, the Department will comply with the following, as applicable: sections 287.057(12), 287.082, 287.087, 287.092, 295.187(4)(a), and 295.187(4)(b), F.S. In order to clarify the Bidders' status with regard to the applicable statutory preference requirements, the Department may request information from Bidders with equal eligible bids. A Bidder will not be permitted to amend or supplement its Bid in response to such request for clarification.

2.8 Basis of Award

The Contract will be awarded to the responsive and responsible Bidder that submits the lowest Calculated Premium (CP) as provided in Attachment C, Price Sheet.

The Department reserves the right to reject all Bids. If the Department cannot execute a Contract with a Bidder previously awarded a Contract, the Department reserves the right to award Contract(s) to the responsive and responsible bidder that submits the next lowest Calculated Premium. The Department reserves the right to award to another vendor if the Department is unable to execute a Contract with the initially or previously awarded Bidder.

In accordance with section 626.916(1)(a) and (b), F.S.,

(a) The premium rate at which the coverage is exported shall not be lower than that rate applicable, if any, in actual and current use by a majority of the authorized insurers for the same coverage on a similar risk.
(b) The policy or contract form under which the insurance is exported shall not be more favorable to the insured as to the coverage or rate than under similar contracts on file

and in actual current use in this state by the majority of authorized insurers actually writing similar coverages on similar risks; except that a coverage may be exported under a unique form of policy designed for use with respect to a particular subject of insurance if a copy of such form is filed with the office by the surplus lines agent desiring to use the same and is subject to the disapproval of the office within 10 days of filing such form exclusive of Saturdays, Sundays, and legal holidays if it finds that the use of such special form is not reasonably necessary for the principal purposes of the coverage or that its use would be contrary to the purposes of this Surplus Lines Law with respect to the reasonable protection of authorized insurers from unwarranted competition by unauthorized insurers.

2.9 Electronic Posting of Notice of Intent to Award

The Department will electronically post a Notice of Intent to Award on VIP and in the Business Network in accordance with the Timeline of Events of this ITB. The Notice of Intent to Award will remain posted for a period of 72 hours, not including Saturdays and Sundays or State holidays, as specified in section 110.117, F.S.

2.10 Contract Formation

The Department may issue a Notice of Intent to Award to award Contract(s) to successful Bidder(s). The award does not imply execution of a Contract. No contract shall be formed between a Bidder and the Department until both parties sign the Contract. The Department shall not be liable for any work performed before the Contract is effective.

The Department intends to enter into the Contract(s) with Bidder(s) pursuant to the Basis for Award section of this solicitation. No additional documents submitted by a Bidder shall be incorporated in the Contract unless they are specifically identified, incorporated by reference, and approved by the Department. If any additional documents are submitted by the Bidder, the additional documents will not be considered for the Basis for Award.

2.11 Other Requirements Following Award

2.11.1 Registration with the Florida Department of State

If awarded a Contract, the Bidder shall provide a PDF file of its current and active registration with the Florida Department of State prior to execution of a Contract or, if exempt from registration, a statement to that effect noting the basis for the exemption. Bidders should note that foreign entities are required to obtain a Florida Certificate of Authorization pursuant to applicable Florida Statutes from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. For additional information, please visit https://dos.myflorida.com/sunbiz/.

2.11.2 Florida Substitute Form W-9

It is the responsibility of the awarded Bidder to complete a Florida Substitute Form W-9 prior to execution of a Contract. The Internal Revenue Service receives and validates the information provided on the Florida Substitute Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit https://flvendor.myfloridacfo.com/.

2.11.3 PUR 7801 Vendor Certification Form

It is the responsibility of the awarded Bidder to provide a completed Attachment F, PUR 7801 Vendor Certification Form prior to Contract execution and annually thereafter

throughout the term of the Contract. A completed Attachment F, PUR 7801 Vendor Certification Form includes any required forms referenced therein.

3 RESPONDING TO THE ITB

3.1 General Instructions

The PUR 1001, General Instructions to Respondents (10/06), is incorporated by reference and is accessible at https://www.dms.myflorida.com/content/download/2934/11780/PUR_1001_General_Instructions_to_Respondents.pdf.

3.2 Special Instructions

The following special instructions modify the general instructions provided in the incorporated PUR 1001.

Sections 8, 10, 13, 17, and 18 of the PUR 1001 are deleted in entirety.

Sections 3, 4, 5, 7, 9, 11, 14, 15, 19, and 20 of the PUR 1001 are inapplicable and are replaced as follows:

3. Electronic Submission of Bids. Bids shall be submitted in accordance with the How to Access the Sourcing Event in MyFloridaMarketPlace section of this solicitation.

4. Terms and Conditions. All Bids are subject to the terms of this solicitation, which, in case of conflict, will have the order of precedence listed in the 'Order of Precedence for Solicitation' section.

The Department will not accept any unrequested terms or conditions submitted by a Bidder, including any appearing in documents attached as part of a Bidder's response or hyperlinked therein. In submitting its Bid, a Bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

5. Questions. Questions shall be submitted in accordance with the 'Question Submission' section of this solicitation.

7. Convicted Vendor, Discriminatory Vendor, Antitrust Violator, and Forced Labor Vendor Lists.

a. Convicted Vendor List.
Pursuant to section 287.133, 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.

b. Discriminatory Vendor List.
Pursuant to section 287.134, F.S., an 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.

c. Antitrust Violator Vendor List.
Pursuant to section 287.137, F.S., 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.

d. Forced Labor Vendor List.
Pursuant to section 287.1346, F.S., a company placed on the Forced Labor Vendor List may not submit a bid, proposal, or reply on a contract to provide commodities to an agency; be awarded a contract or perform work as a contractor, supplier, subcontractor, or consultant with an agency for the provision of commodities; or transact business for the provision of commodities with an agency. Additionally, an agency may not accept a bid, proposal, or reply from; award a contract to; or transact business pertaining to the provision of commodities with a company on the forced labor vendor list, or an entity under the control of such company, for a period of 365 days after the date the company was placed on the list unless the company is removed from the list pursuant to section 287.1346(5)(d), F.S.

9. Bidder's Representation and Authorization. In submitting a Bid, each Bidder certifies that it understands, represents, and acknowledges the following:

a. The Bidder is not currently under suspension or debarment by the State or any other governmental authority.
b. The Bidder currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
c. The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any entity or person to submit a complementary or other noncompetitive Bid.
d. The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Bidder or potential Bidder; neither the prices nor amounts, actual or approximate, have been disclosed to any other Bidder or potential Bidder, and they will not be disclosed before the solicitation opening.
e. The Bidder has fully informed the Department in writing of all convictions of the Bidder, its affiliates (as defined in section 287.133(1)(a), F.S.), and all directors, officers, and employees of the Bidder and its affiliates for violation of any state or federal law involving a public entity crime (as defined in section 287.133(1)(g), F.S.). This includes disclosure of the names of current employees who were convicted of public entity crimes while in the employ of another company.

f. Neither the Bidder nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or in a position involving the administration of federal funds:
    - Is presently indicted or, within the preceding three years, has been convicted or found guilty of, or found civilly liable 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.

g. The products and services offered by the Bidder conform to the specifications contained herein without exception.
h. The Bidder has read and understands the terms and conditions listed in the Draft Contract, and the submission is made in conformance with those terms and conditions.
i. If an award is made to the Bidder, the Bidder agrees that it will execute the Draft Contract.
j. The Bidder has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Bid, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in the Bid.
k. The Bidder shall indemnify, defend, and hold harmless the Department, Customer, and their employees against any cost, damage, or expense which may be incurred or be caused by the Bidder's Bid (including any errors therein).
l. All information provided by, and representations made by, the Bidder are material and important and will be relied upon by the Department in awarding the Contract. Any misstatement may be treated as fraudulent concealment from the Department and Customers of the true facts relating to submission of the Bid. A misrepresentation may be punishable under law.

The Department reserves the right to deem the Bidder non-responsive or non-responsible based on any information provided in, or omitted from, the Bidder's Bid related to the certifications of this section.

11. Performance Qualifications. The Customer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by the Vendor meet the Contract requirements. Vendor shall at all times during the Contract term remain responsive and responsible. In determining a Vendor's responsibility, DMS shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Vendor's capability to fully satisfy the requirements of the solicitation and the Contract.

A Vendor must be prepared, if requested, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If DMS determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that

the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, DMS may reject the response or terminate the Contract. A Vendor may be disqualified from receiving awards if Vendor, or anyone in Vendor's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon DMS to make an investigation either before or after award of the Contract, but should DMS elect to do so, a Vendor is not relieved from fulfilling all Contract requirements.

14. Firm Response. The Department intends to make an award within 60 days after the date of the opening, during which period Bids shall remain firm and shall not be withdrawn. If award is not made within 60 days, the Bid shall remain firm until the Department enters into a Contract or the Department receives from the Bidder written notice that the Bid is withdrawn.

15. Clarifying Information. The Department may request, and Bidder shall provide, clarifying information or documentation. Failure to supply the information or documentation as requested may result in the Bid being deemed non-responsive.

19. Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and section 119.011, F.S., provides a broad definition of "public record." As such, the entirety of the Bids are public records and are subject to disclosure unless exempt from disclosure by law. If the Bidder considers any portion of its Bid to be Confidential Information, the Bidder is to mark the document as "confidential" and simultaneously provide the Department with a separate, redacted copy of its Bid. For each portion redacted, the Bidder is to briefly describe in writing the grounds for claiming exemption, including the specific statutory citation for such exemption. On the cover of the redacted copy, the Bidder is to provide its name and the Department's solicitation name and number and clearly title it, "Redacted Copy." Only portions of material that the Bidder claims are Confidential Information are to be redacted.

In accordance with section 119.071(1)(b), F.S., Bids are exempt from production in response to public records requests until such time as the Department provides notice of an intended decision or until 30 days after opening the Bids, whichever is earlier. After that time, the Department will provide the redacted copy, if any, in response to a public records request. If the Bidder 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 Department shall have no liability for release of such record. The foregoing will apply to every instance in which the Bidder fails to both mark a record "confidential" and redact it in accordance with this section, regardless of whether the Bidder may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution, or other authority, to which documents that are marked as "confidential" are responsive, the Department will provide the redacted copy to the requestor. If the Bidder has marked a record as "confidential" but failed to provide a redacted copy to the Department, the Department may notify the Bidder of the request and the Bidder may have up to ten (10) Business Days from the date of the notice to provide a Bidder-redacted copy, or else the Department may release the unredacted record to the

requestor without liability. If a requestor asserts a right to the redacted Confidential Information, the Department will notify the Bidder such an assertion has been made. The notice will provide that if the Bidder seeks to protect the Bidder-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 Department from publicly disclosing the information. The Bidder shall provide written notice to the Department of any cause of action filed. If the Bidder fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department becomes subject to a demand for discovery or disclosure of documents that are marked as "confidential" in a legal proceeding, (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department will give the Bidder notice of the demand or request prior to disclosing any Confidential Information to allow the Bidder to seek a protective order or other appropriate relief at the Bidder's sole discretion and expense. If the Bidder fails to take appropriate and timely action to protect the materials it has designated as Confidential Information or fails to provide a redacted copy that may be disclosed, the Department will provide the unredacted materials to the requester.

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

If at any point the Department 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 Department may disclose such Confidential Information without liability hereunder.

20. Protests. Any protest concerning this solicitation should be made in accordance with sections 120.57(3) and 287.042(2), F.S., and Chapter 28-110, F.A.C. Any communication not in accordance with these sections or the solicitation, including questions to the Procurement Officer, will not constitute formal notice of a protest.

3.3 How to Access the Sourcing Event in MyFloridaMarketPlace

3.3.1 VIP and Business Network Registration Requirements

A Vendor must be registered in the MyFloridaMarketPlace (MFMP) Vendor Information Portal (VIP) to submit its intent to participate in this solicitation from the Advertisements Dashboard in VIP. A Vendor must also be registered in the Business Network (formerly known as Ariba Network) to submit questions and respond to this solicitation event.

To Participate in this solicitation, a Vendor must:

a) Create an account through VIP at https://vendor.myfloridamarketplace.com if not already registered. For information on how to register in VIP, access MFMP training materials using the link in MFMP Training section below.

b) Once registered in VIP and logged into your company's VIP account, search for this solicitation from the Advertisements Dashboard and click "Intends to Participate."

c) The Vendor's solicitation contact as listed in Vendor's VIP account will receive an invitation to participate in the solicitation via email. This email will give the option to register the Vendor's company on the Business Network or to log into the Business Network using the Vendor's credentials if the Vendor already has a Business Network account.

If a Vendor is **NOT** registered in the Business Network, the Vendor must:

a) Register in the Business Network using the provided link received after selecting "Intends to Participate" in VIP. The Vendor must follow the registration wizard to fill in all required sections, read, and agree to the MFMP terms of use by checking the box, and click **"**Register**"** to complete the registration process.

   1) The Vendor's contact will receive an email from the Business Network confirming the registration of the Vendor's account. To activate the Vendor's account, select the "Click here to activate your Ariba account" link. This will direct the Vendor to the Business Network welcome page.

If a Vendor is registered in the Business Network and has selected it Intends to Participate in this solicitation:

a) Login using the login credentials to gain access to the Business Network home page.

b) To navigate to different tools, select the **"Business Network"** drop down menu at the top left-hand corner of the screen. To access sourcing (solicitation) events select **"Ariba Proposals & Questionnaires"** and review the **"Events"** list**.**

c) Review the "Events" list for the title of this solicitation's sourcing event.

   1) The sourcing event will display an "Open" status.

A sourcing event can appear in various statuses based on where the solicitation is in the solicitation process. The possible statuses are defined below:

- Open – The sourcing event is currently open for viewing and registered Vendors may respond to the solicitation
- Pending Selection – The sourcing event is no longer receiving submissions for the solicitation, but an agency decision has not yet been posted on VIP
- Completed - The sourcing event is no longer receiving submissions for the solicitation and an agency decision has been posted on VIP

d) Click the sourcing event title to review the details of the event.

e) In the Event Details page, there is a "Checklist" of steps which must completed before a Vendor can respond to this solicitation, including accepting the Ariba Network's Respondent's Agreement.

For more information on reviewing and submitting a bid, access MFMP training materials using the link in MFMP Training section below.

ALL VENDORS MUST SELECT 'INTENDS TO PARTICIPATE' IN VIP AND SUBMIT THEIR BID AND ALL REQUIRED DOCUMENTS IN THE BUSINESS NETWORK BY THE TIME AND DATE LISTED IN THE TIMELINE OF EVENTS IN ORDER TO PARTICIPATE IN THIS SOLICITATION.

NOTE: Changes made in VIP, including new registrations, may take up to 48 hours to take effect. Do not wait until the last minute.

3.3.2 MFMP Training

MFMP offers Vendor training materials on the Department's MFMP Vendor Training website. Please visit: https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors to access the MFMP Vendor Guide for information on VIP registration, commodity codes, and responding to solicitations in the Business Network.

3.3.3. MFMP Assistance

If you need assistance with using MFMP, please contact the MFMP Customer Service Desk at (866) 352-3776 or VendorHelp@myfloridamarketplace.com. Note that specific questions regarding this solicitation must be submitted in accordance with the Question Submission section.

3.4 Modification or Withdrawal of Bid

Bidders are responsible for the content and accuracy of their Bids. A Bidder may modify or withdraw its Bid in the Business Network at any time prior to the Bid due date and time set forth in the 'Timeline of Events' section.

3.5 Cost of Bid Preparation
The costs related to the development and submission of a Bid are the full responsibility of the Bidder and are not chargeable to the Department.

3.6 Independent Preparation
A Bidder shall not, directly, or indirectly, collude, consult, communicate, or agree with any other Bidder as to any matter related to the bid each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a Bid.

3.7 False or Erroneous Information
A Bidder who submits false or erroneous information may be deemed non-responsive and not awarded a Contract. If the Bidder's Bid is found to contain false or erroneous information after Contract award, the Contract may be terminated, and the Department may pursue any other legal action available.

4 FORM PUR 1000

In accordance with Rule 60A-1.002(7), F.A.C., form PUR 1000, General Contract Conditions (07/24), is incorporated by reference and is accessible at https://dms-media.ccplatform.net/content/download/2933/file/PUR%201000%20%28General%20Contract%20Conditions%29.pdf

Any terms and conditions set forth in this ITB and Attachment D, Insurance Terms and Conditions take precedence over the form PUR 1000 where applicable. The following sections are not applicable to this ITB and are therefore deleted in their entirely: sections 5e, 5f, 5g, 5h, 5i, 5j, 5k,5l, 5m, 6a, 7d and 12.

5 ITB ATTACHMENTS

The ITB is comprised of the following Documents
Attachment A, Scope of Work
Attachment B, Mandatory Responsive Requirements
Attachment C, Price Sheet
Attachment D, Insurance Terms and Conditions
Attachment E, PUR 1000, General Contract Conditions
Attachment F, PUR 7801 Vendor Certification Form
Attachment G, Draft Contract
Attachment H, Certification of Drug Free Workplace
Attachment I, PUR 1355 Foreign Country of Concern Attestation
Attachment J, Broker Information
Attachment K, Expiring Policy
Attachment L, Historical Loss Experience
Attachment M, Highway Safety Motor Vehicle (HSMV) Collection Center Data
Attachment N, Surplus Line Placement Acknowledgement
Attachment O, Quotation Documentation

Required Documents to be submitted with Bid
Completed Attachment B, Mandatory Responsive Requirements
Completed Attachment C, Price Sheet
Completed Attachment I, PUR 1355 Foreign Country of Concern Attestation

Completed Attachment J, Broker Information
Completed Attachment N, Surplus Line Placement Acknowledgement
Completed Attachment O, Quotation Documentation

Optional Documents to be submitted with Bid
Completed Attachment H, Certification of Drug Free Workplace (if applicable)