

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



**REQUEST FOR PROPOSAL
RFP DLA-2026.04
COMPENSATION ANALYSIS AND
MARKET PAY STUDY**

Respondent Name: _____

Respondent Mailing Address: _____

City, State, Zip: _____

Phone Number: () _____

Fax Number: () _____

E-Mail Address: _____

Federal Employer Identification Number (FEIN): _____

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

Signature of Authorized Representative: _____

Printed (Typed) Name and Title: _____

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

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SECTION 1 PURPOSE AND GENERAL INFORMATION

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to seek competitive pricing on behalf of the State of Florida, Department of Legal Affairs, Office of the Attorney General, hereafter referred to as the OAG, to perform a compensation analysis and market pay study. Contractor will compare thirty OAG position titles and pay bands to the same or comparable position titles in the Federal Government, State Attorney General offices located in Texas and Tennessee; Private Law Firms, with over 100 attorneys, located in Jacksonville, Florida, Miami, Florida, Orlando, Florida, Tampa, Florida; State Attorney Offices located in Tallahassee, Florida, Jacksonville, Florida, Orlando, Florida, Miami, Florida, Tampa, Florida, West Palm Beach, Florida, Fort Lauderdale, Florida, and Fort Myers, Florida, County Government Offices located in Duval, County, Miami-Dade County, Hillsborough County, Orange County; and City Government Offices located in Miami, Florida; Jacksonville, Florida; Tampa, Florida, and Orlando, Florida.

1.2 Definitions

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

Business Days	Monday through Friday, excluding state holidays
Business Hours	8 a.m. to 5 p.m., Eastern Time
Calendar Days	All days, including weekends and state holidays
Comparator Category	An organization or an organization's data source used to measure the OAG compensation against external market rates.
Contract	The formal written agreement entered into between the OAG and the Contractor.
Contractor	The successful Respondent awarded a Contract in accordance with the terms of this RFP.
Gap Analysis	A comparative assessment of current OAG compensation for designated positions against market rates identified in the Data Summary, quantifying variances and ranking positions by competitive disadvantage and priority tier.
Market Pay/Market Rates	The compensation paid by comparator organizations for positions with equivalent duties, responsibilities, and qualifications.
Minor Irregularity	As used in the context of this solicitation, indicates a variation from the RFP terms and conditions which does not affect the price of the Proposal, or gives the Respondent an advantage or benefit not enjoyed by other Respondents, or does not adversely impact the interests of the OAG.

Pay Gap	The difference, expressed in dollars and as a percentage, between the OAG’s current compensation and the comparator market rate.
Phased Implementation Plan	A sequenced roadmap for closing identified pay gaps, organized by priority tier and inclusive recommended actions, estimated costs, and proposed timelines for OAG review.
Private Law Firms	Law firms located in Duval County, Miami-Dade County, Orange County, Hillsborough County, and their immediate metro areas, with over 100 attorneys, that offer legal services to clients on a fee-for-service basis, rather than being funded by the government or public institutions.
Respondent	Any firm or person who submits a Proposal to the OAG in response to this RFP.
State	State will be synonymous with the state of Florida and its various agencies and other governmental subdivisions.
State Attorney General Offices	Chief legal advisor and law enforcement officer for state government. For purposes of this RFP, when used, this term refers only to Texas and Tennessee.
State Attorney Offices	The chief prosecutorial authority in each of the state’s twenty judicial circuits, responsible for enforcing criminal laws and representing the state in legal proceedings. For purposes of this RFP, when used, this term applies to Tallahassee (Second Judicial Circuit); Jacksonville (Fourth Judicial Circuit); Orlando (Ninth Judicial Circuit); Miami (Eleventh Judicial Circuit); Tampa (Thirteenth Judicial Circuit); West Palm Beach (Fifteenth Judicial Circuit); and Fort Lauderdale (Seventeenth Judicial Circuit).
Subcontractor	Any firm or person other than an employee of the Contractor who performs any services required by the Contract.
Vendor Information Portal (VIP)	The state of Florida’s internet- based vendor information system at: http://vendor.myfloridamarketplace.com .

1.3 Procurement Officer and Restriction on Communication

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

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

The named Procurement Officer for this solicitation is:

Jeri Roberts
Bureau of General Services
Office of the Attorney General
State of Florida, Department of Legal Affairs
107 West Gaines Street, Collins Building
Tallahassee, FL 32301
Telephone: 850-414-3417
Email: Jeri.Roberts@myfloridalegal.com

1.4 Accessibility for Disabled Persons

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

1.5 Cooperation with Inspector General

By submitting a Proposal for this solicitation, the Respondent understands its duty, pursuant to section 20.055(5), Florida Statutes, to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing, in the event the Respondent is awarded the Contract. The Respondent will comply with this duty, in the event of award, and ensure that subcontracts issued under the Contract, if any, impose this requirement, in writing, on its subcontractors.

1.6 Convicted Vendor List

Pursuant to section 287.133(2)(a), Florida Statutes, “[a] person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, 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, Bids, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in [section 287.017, Florida Statutes] for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

1.7 Discriminatory Vendor List

Pursuant to section 287.134(2)(a), Florida Statutes, “[a]n entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, Bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, Bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposal, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

1.8 Antitrust Violator Vendor List

Pursuant to section 287.137(2)(a), Florida Statutes, “[a] person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, Bid, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, 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.”

1.9 Public Entity Crime

Pursuant to section 287.133, Florida Statutes, “[a] person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

1.10 Suspended Vendors

Pursuant to section 287.1351, Florida Statutes, an agency may not accept a bid, proposal, or reply from, or enter into or renew any contract with, a vendor on the suspended vendor list until such vendor has been removed from the suspended vendor list and returned to the vendor list maintained pursuant to section 287.042(1)(a) and (b) and the vendor has reimbursed the agency for any procurement costs.

SECTION 2 RFP PROCESS

2.1 Overview of the RFP Process

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

Respondents must submit Proposals by the deadline listed in **Section 2.2, Schedule of Events**. If the OAG awards a Contract resulting from this RFP, the OAG will award the Contract to the responsible and responsive Respondent whose Proposal is deemed to be the most advantageous to the state, taking into consideration the price and other criteria set forth in this RFP.

2.2 Schedule of Events

The following time schedule will be strictly adhered to in all actions relative to this RFP, unless modified by an addendum to this RFP or deemed a minor irregularity by the OAG. No liability to the OAG will result from such deviations.

Event	Location	Date/Time
RFP Posted to VIP	https://vendor.myfloridamarketplace.com/	June 19, 2026
Written Questions Submittal Deadline	Email Procurement Officer at: jeri.roberts@myfloridalegal.com	June 25, 2026
Anticipated posting date of Answers to Questions	http://vendor.myfloridamarketplace.com.	July 1, 2026
Proposal Due Date and Opening	<p>The Office of the Attorney General Bureau of General Services, Purchasing Collins Building 107 W. Gaines Street Tallahassee, Florida, 32301</p> <p>Proposals must be addressed to the Procurement Officer.</p> <p>The public may attend the public opening but may not review any proposals, ask questions, or make comments at that time in accordance with section 119.071(1)(b)2, Florida Statutes.</p> <p>Only the names of Respondents and the names of any firms submitting “no response” will be read aloud.</p>	<p>Proposals due July 9, 2026, at 2:00 pm.</p> <p>Proposals opened at 2:30 pm.</p>

Anticipated Posting Date of Award	https://vendor.myfloridamarketplace.com/	July 16, 2026
Anticipated Date for Contract Execution		July 31, 2026

2.3 Question and Answer Period

All written questions regarding this RFP must be received by the Procurement Officer within the time indicated in **Section 2.2, Schedule of Events**. No verbal questions or questions submitted after the date specified in **Section 2.2** will be addressed. The OAG will answer questions submitted in accordance with **Section 2.2** through an addendum and post it on the VIP. Respondents are asked to use the following format when submitting questions:

CONTRACTOR NAME RFP DLA 2026.04	
QUESTION	OAG'S ANSWER

2.4 Costs of Developing and Submitting Proposals and Ownership

Neither the OAG or the State is liable for any of the costs incurred by a Respondent in preparing and submitting a Proposal. All Proposals become the property of the OAG upon receipt and will not be returned to the Respondents once received. The OAG will have the right to use any ideas or adaptations of ideas contained in any Proposal received in response to this RFP. Selection or rejection of a Proposal will not affect this right.

2.5 Addendums

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

2.6 Legal Requirements

Applicable provisions of all federal, state, county, and local laws and administrative procedures, regulations, or rules will govern the development, submittal and evaluation of all Proposals received in response to this RFP and will govern all claims and disputes which may arise between persons submitting a Proposal hereto and the OAG. Lack of

knowledge of the law or applicable procedures, regulations or rules by any Respondent will not constitute a cognizable defense against their effect.

2.7 Identical Scoring of Proposals

In the event of tied scoring from two or more Respondents, the OAG will determine the order of award in accordance with the law, including giving due weight to preferences set forth in Chapter 287, Florida Statutes. The Procurement Officer will notify the affected Respondents of next steps in the event tied scoring occurs. If the application of the preferences in Chapter 287, Florida Statutes fails to resolve the identical proposals, the OAG will determine the award by a means of random selection (e.g., a coin toss or drawing of numbers).

2.8 Conflict of Interest and Disclosure

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

2.9 Modifications and Withdrawal of Proposal

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

2.10 Proposal Tenure

All Proposals are binding for 180 calendar days following the Proposal opening date.

2.11 Non-Exclusive Rights

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

2.12 Registered to do Business in the State

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

2.13 Minimum Qualifications and Experience

Respondent's Proposal must reflect the following minimum qualifications and experience:

2.13.1 Provide documentation showing the completion of at least three compensation and market pay studies for the public sector (state, local, or federal) within the past seven years. Ensure a minimum of one study:

2.13.1.1 Involved comparing legal or attorney positions against public or private sector organizations or;

2.13.1.2 Included a minimum of ten positions for comparison.

2.13.2 Project Team Lead must have a minimum of five years of direct experience conducting compensation studies or market pay analyses.

2.13.3 Have a minimum of one Project Team Analyst experienced in working with public sector compensation data, including General Schedule (GS) pay tables or state classification systems.

2.13.4 Provide relevant work history for the previous five years as follows:

2.13.4.1 Company or Agency name

2.13.4.2 Address

2.13.4.3 City, State, Zip Code

2.13.4.4 Contact Name, Phone Number, and Email Address

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

2.13.4.6 Service Dates (Beginning and End Dates)

2.14 Subcontractors

Respondent may enter into written subcontracts to perform the services referenced in **Section 4, Scope of Work**, of the RFP. Anticipated subcontract agreements known at the time of submission must be identified in the Proposal. If a subcontract has been identified at the time of submission, a copy of the proposed subcontract must be submitted to OAG. No subcontract that the Contractor enters with respect to performance under the Contract will in any way relieve the Contractor of any responsibility for the performance of its contractual responsibilities with the OAG. The OAG reserves the right to request and review information in conjunction with its determination regarding a subcontract request.

2.15 Use of Coercion for Labor or Services

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

SECTION 3 CONTRACT CONTENTS

3.1 Contract Term

The Contract is anticipated to begin on July 31, 2026, or upon the date of Contract execution, whichever occurs later, and will end January 4, 2027. The State of Florida's performance and obligation to pay under this Contract and any subsequent renewal is contingent upon annual appropriation by the Legislature and satisfactory performance of the Contractor.

3.2 Standard Contract Terms and Conditions

Respondents must become familiar with **Attachment A, Standard Contract**, which contains administrative, financial, and non-programmatic terms and conditions mandated by federal and state law and administrative code rules. The Standard Contract's terms and conditions are non-negotiable.

3.3 Right to Reject All Proposals

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

3.4 Performance Measures

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

3.5 Financial Consequences

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

SECTION 4 SCOPE OF WORK

4.1 Background

The OAG is a statewide constitutional office, serving as the chief legal officer of the State. The OAG provides legal representation, consumer protection, and law enforcement services on behalf of the residents of Florida. The OAG carries out its mission of serving Floridians through several divisions including Civil Enforcement, Criminal Appeals, Civil Litigation, Medicaid Fraud Control, Statewide Prosecution, and the Office of the Solicitor General, among others.

The OAG competes for legal talent against private-sector firms and peer public employers that frequently offer higher compensation. These issues drive the recruitment and retention challenges and highlight the critical need for current, independently verified market data to assess the OAG's competitive pay position. Findings will inform internal compensation decisions, support legislative budget requests, and provide a factual basis for any proposed pay plan modifications for the OAG.

4.2 Scope of Work

The following are the minimum tasks and deliverables to be performed during the Contract term. Respondent's Proposal must describe in detail how the following requirements will be performed in the time and manner specified. Respondents may propose additional tasks to achieve the required deliverables in their Proposal for the OAG's consideration.

4.2.1 Tasks and Deliverables

4.2.1.1 Review Attachment E, Office of Attorney General Job Positions and Classifications and collect compensation data for the same or comparable positions from the following entities no later than August 31, 2026:

- 4.2.1.1.1 State Attorney General
- 4.2.1.1.2 Federal Government
- 4.2.1.1.3 Private Law Firms
- 4.2.1.1.4 State Attorney Office
- 4.2.1.1.5 County Government
- 4.2.1.1.6 City Government

4.2.1.2 Ensure all collected data for Task 4.2.1.1 includes, at a minimum, the following:

- 4.2.1.2.1 Structural differences in classification systems;
- 4.2.1.2.2 Locality pay rates;
- 4.2.1.2.3 GS pay tables published by the U.S. Office of Personnel Management;

- 4.2.1.2.4 Publicly available salary schedule data (as applicable);
 - 4.2.1.2.5 Collective bargaining agreements or pay plan documents (as applicable);
 - 4.2.1.2.6 Calculate market pay for each applicable comparator category;
 - 4.2.1.2.7 For each attorney position, calculate market pay at the entry, 5-year, and 15-year+ tenure period across all comparator categories.
 - 4.2.1.2.8 Identify pay gaps (positive and negative) between current OAG compensation rates and comparator data, including each tenure point for attorneys.
 - 4.2.1.2.9 Calculate estimated cost impact of closing identified pay gaps.
 - 4.2.1.2.10 Use available salary range data in the event explicit step or longevity-based pay schedules are unavailable.
- 4.2.1.3 Prepare a Data Summary, to include all data collected in Task 4.2.1.2, including at a minimum, the comparator data in organized tables, sources with the date each data resource was collected, and any limitations or gaps in available data. Submit the Data Summary to the OAG for review and approval no later than September 15, 2026. Ensure the submitted Data Summary provides detailed information to enable the OAG to evaluate the methodology and integrity of the data.
- 4.2.1.4 Prepare a Gap Analysis with calculations in dollars and percentages, to include position by position findings, identifying differences (leads or lags) between OAG pay and each comparator. For attorney positions, the Gap Analysis must also include differences at each tenure. Submit the Gap Analysis to the OAG for review no later than October 9, 2026.
- 4.2.1.5 Create a draft Phased Implementation Plan, identifying compensation gaps, organized by priority tier, to include at minimum, recommended actions, estimated costs, and a proposed timeline, no greater than 3 years for implementation. Submit it to the OAG for approval no later than November 13, 2026.
- 4.2.1.6 Prepare a draft of the Final Report of all findings and recommendations. Submit it to the OAG for review no later than November 30, 2026. Revise the draft Final Report as directed by the OAG. The draft Final Report must include at a minimum the following:
- 4.2.1.6.1 Clear methodology of how data was collected, sources used, and how comparability was established, and;

- 4.2.1.6.2 Position by position findings, identifying quantified gaps in dollars and percentages between each OAG position and comparator category, and for attorney positions, also by tenure. The findings should be ranked by priority with the highest being the positions with the most competitive disadvantage, and;
- 4.2.1.6.3 The final Phased Implementation Plan, with estimated costs to close gaps, and recommended actions, to be implemented over a time-period of no more than 3 years, and;
- 4.2.1.6.4 An analysis of the tenure findings for attorney positions to support retention arguments.
- 4.2.1.7 Prepare the Final Report to include any requested revisions by the OAG. Submit it to the OAG for review no later than December 7, 2026.
- 4.2.1.8 Prepare a PowerPoint and submit it to the OAG no later than December 15, 2026. Revise the Power Point as directed by OAG. Ensure PowerPoint includes, at a minimum, a visual summary of the Final Report, including methodology overview, market findings by position, gap analysis results, phased implementation plan, fiscal impact, and a standalone executive summary slide, delivered as a Microsoft PowerPoint format.

SECTION 5 INSTRUCTIONS FOR PROPOSAL SUBMITTAL

5.1 PUR 1001 – General Instructions to Respondents

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

5.1.1 Electronic Submission of Proposals

Proposals must be submitted in accordance with **Section 5.4, Copies of Proposals**, of this RFP document.

5.1.2 Questions

Questions must be submitted in accordance with **Section 2.4, Question and Answer Period**, of this RFP document.

5.1.3 Respondent's Representation and Authorization

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

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

5.1.3.2 The Proposal 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 Proposal.

5.1.3.3 The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; neither the prices nor amounts, actual or approximate, have been disclosed (and will not be disclosed prior to the solicitation opening) to any Respondent or potential Respondent.

5.1.3.4 The Respondent will conform to the terms and conditions of the resulting Contract, which is based on **Section 4.0, Scope of Work**, without exception, or, where any revision or exception is proposed, Respondent will provide a draft of an alternative as determined by the OAG.

5.1.3.5 If an award is made to the Respondent, the Respondent agrees that it intends to be legally bound to the Contract that is formed with the OAG.

5.1.3.6 The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Proposal, 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 Proposal.

5.1.3.7 The Respondent agrees to indemnify, defend, and hold harmless the OAG and its employees against any cost, damage, or expense which

may be incurred or be caused by any error in the Respondent's preparation of its Proposal.

5.1.3.8 All information provided by, and representations made by, the Respondent may be considered material and may be relied upon by the OAG in awarding the Contract. Any misstatement may be treated as fraudulent concealment from the OAG of the true facts relating to submission of the Proposal. A misrepresentation is punishable under law, including, but not limited to, Chapter 817, Florida Statutes.

5.1.3.9 In submitting a Proposal, the Respondent understands, represents, and acknowledges the following (**NOTE:** If the Respondent cannot certify to any of following, the Respondent must submit with its Proposal a written explanation of why it cannot do so. The Respondent's explanations may result in the Respondent being found to not be a responsible or responsive vendor as defined in sections 287.012(25) and (27), Florida Statutes):

5.1.3.9.1 To the best of the knowledge of the person signing the Proposal, the Respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last 10 years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

5.1.3.9.2 Respondent currently has no delinquent obligations to the State of Florida, including a claim by the State of Florida for liquidated damages under any other contract.

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

5.1.3.9.4 Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer,

principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:

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

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

5.2 Responsive and Responsible (Mandatory Requirements)

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

- 5.2.1** The Proposal must be received at the location, date and time specified in **Section 2.2, Schedule of Events**.
- 5.2.2** The Title Page must be completed, signed, and returned with the Proposal.
- 5.2.3** **Attachment B, Price Sheet** must be completed as specified.
- 5.2.4** **Attachment C, PUR 2024: Use of Coercion for Labor and Services Attestation** must be submitted as specified.
- 5.2.5** **Attachment D, PUR 7801: Vendor Certification Form** must be

completed as specified.

5.2.6 Meet the minimum qualifications and experience requirements described in **Section 2.13, Minimum Qualifications and Experience.**

5.3 Proposal– Two Parts

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

5.3.1 Separation of Technical and Price Proposal: Respondents must separate the Technical Proposal from the Price Proposal and ensure labeling as described in **Section 5.6**. No pricing information must be contained in the Technical Proposal. Pricing information contained in the Technical Bid will render the Proposal non-responsive.

5.3.2 Technical Proposal: The Respondent’s Proposal and required attachments must be submitted in a **separate sealed envelope** or box and labeled **Technical Proposal. Attachments C and D must be included in this envelope or box.**

5.3.3 Price Proposal: Attachment B, Price/Rate Sheet, must be submitted at the same time as the Technical Proposal; but must be in a **separate sealed envelope** and labeled **Price/Rate Sheet, RFP DLA 2026.04. No alterations or amendments to the Price Sheet will be accepted. Any such changes or amendments may render the Proposal non-responsive.**

5.4 Copies of Proposals

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

5.5 Proposal Delivery

It is the Respondent’s responsibility to ensure that its Proposal is delivered to the OAG by the specified time and date at the location identified in **Section 2.2, Schedule of Events**. Unsealed Proposals and Proposals transmitted electronically are not acceptable and will be declared non-responsive and will not be scored. Proposals to this RFP may not be altered after the submission due date and time.

5.6 Contents of Technical Proposal

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

Table of Contents

TAB 1 Required Documentation

- A. Signed Title Page
- B. Minimum Qualifications and Experience Outline
- C. Responses or Disclosures Required by the PUR 1001
- D. Attachment C, PUR 2024: Use of Coercion for Labor and Services
- E. Attachment D, PUR 7801: Vendor Certification Form

TAB 2 Narrative describing Respondent's plan for carrying out the tasks and deliverables referenced in Section 4.0, Scope of Work

TAB 3 Respondent's Corporate/Business Information

5.6.2 Tab 1 Required Documentation

5.6.2.1 Title Page

The Title Page must be executed as required and returned with the Proposal pursuant to **Section 5.2, Responsive and Responsible (Mandatory Requirements)**. Failure to return a properly executed Title Page will render the Proposal non-responsive.

5.6.2.2 Minimum Qualifications and Experience

Provide a detailed outline reflecting Respondent having met the minimum qualifications and experience requirements outlined in **Section 2.14**.

5.6.2.3 Responses or Disclosures Required by PUR 1001

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

5.6.2.3.2 Submit in detail any disclosures required by Section 9 of PUR 1001, as modified by **Section 5.1** of this RFP. If Respondent is unable to certify any of the provisions contained therein, submit a written

explanation of why the Respondent cannot do so. The Respondent's explanations may result in the OAG finding the Respondent not to be a responsible or responsive vendor as defined in sections 287.012(25) and (27), Florida Statutes.

5.6.2.4 Attachment C, PUR 2024 Use of Coercion for Labor and Services must be submitted as outlined in **Section 2.16**.

5.6.2.5 Provide a response for each Customer Indicator question not marked "N/A" on **Attachment D, PUR 7801 Vendor Certification Form**. Failure to provide a response not marked "N/A" will result in the Respondent being deemed non-responsive.

5.6.3 Tab 2 Scope of Work Narrative

This section of the Respondent's Proposal must fully address in detail Respondent's plan for carrying out the services outlined in **Attachment A, Scope of Work**. Respondent must also indicate if subcontractors will be used and for which services and provide a copy of subcontracts (if any) as specified in **Section 2.16**.

5.6.4 Tab 3 Business/Corporate Information

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

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

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

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

5.6.4.4 If the Respondent has filed for bankruptcy protection within the past five years or is currently in the process of filing or planning to file for bankruptcy protection or financial restructuring or refinancing, describe the facts surrounding

these financial situations in detail. Each Respondent will disclose any current or contingent liabilities that may impact on its ability to timely perform the Contract;

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

5.7 Confidential or Exempt Material

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

SECTION 6 SELECTION METHODOLOGY

6.1 Review of Mandatory Responsiveness Requirements

The OAG will evaluate and score the proposals, taking into consideration the price and other criteria set forth in this RFP. The ability of the OAG to evaluate a Respondent’s Proposal is dependent upon the completeness of the Proposal. Failure of a Respondent to provide information requested by this RFP may result in a reduction in scoring during the evaluation process. The OAG may accept or reject all Proposals and waive any minor irregularities if the OAG determines that doing so will serve the State’s best interests.

6.2 Evaluation Criteria

The OAG will evaluate proposals against all evaluation criteria set forth in Section 5.5 to determine the proposal or proposals that are the most advantageous to the OAG. Points are allocated as follows:

Technical Proposal	80
Price Proposal	20
MAXIMUM AVAILABLE POINTS	100

Total points awarded for technical proposal + total points awarded for price proposal
= TOTAL POINTS AWARDED

6.3 Technical Proposal Scoring

Technical Proposals will be scored by the Evaluation Team in the areas indicated below. Each Evaluator will score the Proposals separately from the other Evaluators. The raw scores from each Evaluator for each evaluation area will be totaled. The total scores from each Evaluator will be then averaged together, to determine each Respondent's Technical Proposal score.

Evaluation Criteria	Maximum Points
Tab 2: Respondent's Narrative Response addressing Section 4.0 Scope of Work	60
Tab 3: Business/Corporate Information – Section 5.5.4	20
MAXIMUM TOTAL POINTS AWARDED FOR TECHNICAL PROPOSAL	80

6.4 Price Proposal Scoring

Scoring of the Price Proposals will be based on the Respondent's total proposed price up to the maximum points specified in **Section 6.2** of this RFP. The total proposed price will be scored in accordance with the formula below, with the maximum number of points awarded to the lowest total price:

Contract Term:

Maximum Price Proposal Points (20) x (Lowest Price Proposal / Respondent's Price Proposal) = PRICE SCORE FOR CONTRACT TERM

SECTION 7 BASIS OF AWARD

7.1 Basis of Award

If the OAG awards a Contract resulting from this RFP, the OAG will award the Contract to the responsible and responsive Respondent that submits the lowest responsive proposal as described in **Section 6.4, Price Proposal Scoring**. The OAG intends to make a single award; however, the Department reserves the right to make no award or issue multiple awards as determined to be in the best interest of the State.

The OAG reserves the right to determine which Proposals are responsive and responsible at any time during the solicitation. In accordance with sections 287.012(25) and 287.057(1)(a)4, Florida Statutes, the OAG may reject a Proposal if it fails to demonstrate that the Respondent has the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract. The OAG 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 process or after contract award.

7.2 Notice of Agency Decision

After evaluating the Proposals, the OAG will announce its intended decision. The Notice of Intended Decision will be posted on the VIP. The OAG will award to the responsible and responsive Respondent determined to be the most advantageous to the OAG, with the highest total score taking into consideration Technical and Price Proposals. The OAG reserves the right not to make an award under this solicitation, as determined to be in the best interest of the State or the OAG.

7.3 Attorney Fees

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

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

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

7.5 Protests

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

A notice of intent to protest must be received by the Agency Clerk, with notice given to the Procurement Officers for the intent to protest, within the time prescribed in section 120.57(3), Florida Statutes.

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

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

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

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

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

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ATTACHMENT A, STANDARD CONTRACT

By submission of a Proposal, the Contractor has accepted the terms of this Standard Contract without option for negotiation.

This Contract is between the STATE OF FLORIDA, FLORIDA DEPARTMENT OF LEGAL AFFAIRS, OFFICE OF THE ATTORNEY GENERAL (OAG), an agency of the state of Florida with offices at The Capitol, PL-01, Tallahassee, Florida 32399-1050, and [insert Contractor's name], [address] (Contractor). The OAG and Contractor are jointly referred to as "the Parties". The Parties enter into this Contract in accordance with the terms and conditions of Solicitation no. RFP DLA 2026.04.

The parties agree to the following terms and conditions:

1. SCOPE OF WORK

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

2. CONTRACT TERM

The Contract will begin on July 31, 2026, or on the last date the Contract is signed by all parties, whichever is later, and end on January 4, 2027.

3. TERMINATION

3.1 Termination for Convenience: This Contract may be terminated by the OAG in whole or in part at any time in the best interest of the OAG. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the OAG and will be turned over promptly by the Contractor.

3.2 Termination for Cause: This Contract may be terminated for the Contractor's non-performance upon no less than 24 hours' notice in writing to the Contractor by certified mail, return receipt requested or in person with proof of delivery. Waiver of breach of any provisions of this Contract will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms of this Contract. In the event of default, in addition to the OAG's right to terminate the

Contract, the OAG may pursue any of its remedies at law or in equity, including but not limited to, any losses or expenditures of the OAG in obtaining replacement services or commodities, investigating, monitoring or auditing, including legal fees, professional fees, consulting fees, and witness fees. These remedies will include offsetting any sums due to the Contractor under the Contract, and any other remedies at law or in equity.

- 3.3 Termination Because of Lack of Funds:** In the event funds to finance this Contract become unavailable, the OAG may terminate the Contract upon no less than 24 hours' notice in writing to the Contractor. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. The OAG will be the final authority as to the availability of funds. In the event of termination of the Contract for lack of funds, the Contractor will be compensated for any work satisfactorily completed prior to the effective date of termination.
- 3.4 Access to Information after Termination:** In the event this Contract is terminated, all finished or unfinished documents, data, studies, correspondence, reports, and other products prepared by or for the Contractor under this Contract will be made available to and for the use of the OAG at no additional charge.
- 3.5 Responsibility for Damages:** Notwithstanding the above, the Contractor will not be relieved of liability to the OAG for damages sustained by the OAG by any termination of this Contract by the Contractor. In the event this Contract is terminated, the Contractor will be reimbursed for services satisfactorily completed subject to any such damages incurred by the OAG.

4. COMPENSATION

4.1 Payment

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

4.2 Invoices

The Contractor must submit a properly completed invoice to the Contract Manager within 30 calendar days from the end of each month. Invoices will be submitted in the format specified by the OAG.

4.3 Bills for Travel

Bills for travel expenses are not permitted under the terms of this Contract, unless otherwise specified in the solicitation document.

4.4 Final Invoice

Unless renewed or extended, the final invoice must be received within 30 calendar days immediately following Contract expiration. If Contractor fails to do so, all rights to payment are forfeited and the OAG will not honor any requests submitted after the aforesaid time period. Any payment under the terms of this Contract may be withheld until all deliverables and any necessary adjustments have been approved by the OAG.

4.5 Preferred Price Affidavit or Proof of Service Form Requirement

During the Contract term, if the OAG becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a service outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the OAG the price under the contract will be immediately reduced to the lower price, per Section 4(b) of PUR 1000. The Contractor will submit to the OAG from an authorized representative, at least annually, attesting that the Contractor is complying with the Best Pricing Offer provision.

4.6 MyFloridaMarket Place Transaction Fees

The state of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(24), Florida Statutes, all payments will be assessed a transaction fee of one percent (.07 %) which the Contractor will pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee will, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor will pay the transaction fee pursuant to Florida Administrative Code Rule 60A-1.031(2). By submission of these reports and corresponding payments, the Contractor certifies their correctness. All such reports and payments will be subject to audit by the State or its designee. The Contractor will receive a credit for any transaction fee paid by the Contractor for the purchase of any item. If such items are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the Contract. Failure to comply with these requirements will constitute grounds for declaring the Contractor in default and recovering re-procurement costs from the Contractor in addition to all outstanding fees. Contractors' delinquent in paying transaction fees will be excluded from conducting future business with the State.

4.7 Contractor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, Florida Statutes, which include disseminating information related to prompt payment and assisting vendors in receiving their payments in a timely manner from the OAG. The Vendor Ombudsman may be contacted at (850) 413-3431.

4.8 Taxes

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

4.9 Corrective Action Plan (CAP)

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

4.10 Subcontracts

4.10.1 Contractor will be responsible for all work performed and all expenses incurred for this Contract. Contractor will not subcontract any work contemplated under this Contract without the OAG's prior written approval. The Contractor will be responsible for its subcontractors' work under the Contract, including assessment of financial consequences which result from the subcontractor's non-performance. If the OAG permits the Contractor to subcontract under this Contract, the OAG will not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Contractor will be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. If the OAG permits the Contractor to subcontract, such permission will be indicated in Attachment I. If Contractor subcontracts any of the services performed under the Contract without obtaining the OAG's prior written approval, the OAG will not pay the Contractor for such subcontracted services. Nothing in this Contract grants any rights or remedies to any person or entity other than the Contractor and OAG. Nothing in this contract creates a third-party beneficiary relationship between the OAG and any subcontractors or employees of the Contractor.

4.10.2 Unless otherwise stated in the Contractor's contract with the subcontractor, payments must be made within seven working days after receipt of full or partial payments from the OAG in accordance with section 287.0585, Florida Statutes. Failure to pay within seven working days will result in a

penalty charged against the Contractor to be paid by the Contractor to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. The penalty will be in addition to actual payments owed and will not exceed 15 percent of the outstanding balance due.

5. INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

5.1 Indemnification

Contractor is liable for and will indemnify, defend, and hold harmless the OAG and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by Contractor, its agents, or employees during the performance or operation of this Contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.

Contractor's inability to evaluate liability or its evaluation of no liability will not excuse Contractor's duty to defend and indemnify the OAG within seven calendar days after certified mail or courier delivery notice from the OAG. Only adjudication or judgment after highest appeal is exhausted specifically finding Contractor not liable will excuse performance of this provision. Contractor will pay all costs and fees related to this obligation and its enforcement by the OAG. The OAG's failure to notify Contractor of a claim will not release Contractor of the above duty to indemnify. **NOTE: This section 5, Indemnification, Limitation of Liability and Insurance, is not applicable to Contracts executed between state agencies or subdivisions, as defined in section 768.28, Florida Statutes.**

5.2 Limitation of Liability

Paragraph 20, of the PUR1000 is rejected by the OAG in its entirety.

5.3 Insurance Requirements

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

The Contract will not limit the types of insurance a contractor may desire to obtain or be required to obtain by law. However, all insurance policies must be through insurers authorized to write policies in Florida.

6. CONTRACT ADMINISTRATION

6.1 Contract Administrator

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

**General Services Specialist
Bureau of General Services
Office of Administrative Services
Florida Department of Legal Affairs
Physical Address: 107 W. Gaines Street, Tallahassee, Florida 32301
Mailing Address: PL-01, The Capitol, Tallahassee, Florida 32399-1050
Phone: (850) 414-3468
Email: Contract.Desk@myfloridalegal.com**

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

6.2 Contract Manager

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

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

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

6.3 Contractor's Representative

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

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

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

7. AUDITS, DOCUMENTATION AND RECORDS RETENTION

7.1 Public Records Requests

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

- 7.1.1** Keep and maintain public records required by the OAG to perform all services required by this Contract.
- 7.1.2** Upon receiving a request from the OAG's Custodian of Public Records, the Contractor will provide the OAG with a copy of the requested records, at no cost to the OAG, or allow the records to be inspected or copied by the member of the public making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 7.1.3** Ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this Contract, those records that are exempt or confidential and exempt from public records disclosure requirements by operation of section 119.071, Florida Statutes or Chapter 119, Florida Statutes, are not disclosed except as authorized by

law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the OAG.

7.1.4 Upon completion of this Contract, the Contractor will keep and maintain public records required by the OAG to perform the services to be provided in the scope of this Contract, or electronically transfer in a file format compatible with the information technology systems of the OAG, at no cost to the OAG, all public records in possession of the Contractor. If the Contractor transfers all public records to the OAG upon completion of the Contract, the Contractor will destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure.

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

7.2 Failure to Comply with Public Records Law

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

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

7.3 Indemnification

Contractor will protect, defend, and indemnify the OAG for all claims arising from or relating to Contractor's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Contractor fails to submit a redacted copy of information it claims

is Confidential, the OAG is authorized to produce the entire documents, data, or records submitted to the OAG in answer to a public records request or other lawful request for these records.

7.4 Confidential Information in Possession of Contractor

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

Maintaining confidentiality and security of information which is in the possession of the Contractor pursuant to this Contract is a material provision of this Contract.

Failure to maintain the confidentiality and security requirements will result in termination of this Contract.

8. INTELLECTUAL PROPERTY

All patents, copyrights, and trademarks arising, developed, or created in the course of, or as a result of the Contract are the property of the OAG and nothing resulting from Contractor's services or provided by the OAG to the Contractor may be reproduced, distributed, licensed, sold or otherwise transferred without the prior written permission of the OAG. **This paragraph does not apply to the OAG's purchase of a license for Contractor's intellectual property or if otherwise specified in the Statement of Work.**

If Contractor is a state university as defined under Chapter 1004, Florida Statutes, the above language will not apply and Respondent will retain ownership of all intellectual property developed as part of this Contract in accordance with section 1004.23, Florida Statutes. Intellectual property includes all copyrights, trademarks, and patentable developments.

9. DATA MANAGEMENT

9.1 Backup Security

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

9.2 Ownership and User Rights

The State is and will remain the owner of all State Data made available by the State to the Contractor or its agents, Subcontractors, or representatives pursuant to this Contract, and all modifications to State Data, (even if made by the Contractor or a Subcontractor), regardless of whether the Contractor or the OAG is in possession or control of the State Data. The Contractor and its Subcontractors will not use the State Data for any purpose other than providing the Services, nor will any part of the State Data be disclosed, sold, assigned,

leased, or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor or any Subcontractor. The Contractor and its Subcontractors will not possess or assert any lien or other right against State Data.

9.3 Hardware and Equipment

Except as this Contract expressly provides otherwise, as between the State and the Contractor (or its Subcontractor), the Party that furnishes hardware or equipment for its or the other Party's use during performance of the Contract will be and remain the owner (or lessor, where applicable) of the hardware or equipment furnished by it.

9.4 Rights in Deliverables and Work Products

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

10. GEOGRAPHIC LOCATION OF DATA SERVICES

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

11. RECORDS RETENTION

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

12. MONITORING BY THE OAG

The Contractor will permit all persons who are duly authorized by the OAG to inspect and copy any records, papers, documents, facilities, goods, and services of the Contractor that are relevant to this Contract, and to interview clients, employees, and subcontractor employees of the Contractor to assure the OAG of satisfactory performance of the terms and conditions of this Contract. Following such review, the OAG will deliver to the Contractor a written report of its finding, and may direct the development, by the Contractor, of a corrective action plan. This provision will not limit the OAG's termination rights.

13. AUDITS

The OAG may conduct or have conducted performance and compliance audits of all areas of the Contractor and any subcontractors as determined by the OAG. The OAG may conduct an audit and review all the Contractor's and any subcontractors' data and records that directly relate to the Contract services. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements, or Contracts with subcontractors, partners, or agents of the Contractor, pertaining to this Contract, may be inspected by the OAG upon five business days' notice, during normal working hours. Release statements from its subcontractors, partners or agents are not required for the OAG or its designee to conduct compliance and performance audits on any of the Contractor's Contracts relating to this Contract. The State's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

14. SECURITY

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

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

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

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

15. BACKGROUND SCREENING REQUIREMENTS

15.1 Definitions

“Person” or “Persons” means any Contractor employees, subcontractor personnel, independent Contractors, leased employees, volunteers, licensees, or other persons, operating under the direction of the Contractor with access to State data, or who enter the premises and facilities of OAG, or both.

“Access” means to approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any resources of a computer, computer system, or computer network. “Data” means a representation of information, knowledge, facts, concepts, computer software, computer programs, or instructions, whether said information is confidential information or personal information. Data may be in any form, including but not limited to, in storage media, stored in the memory of the computer, in transit or presented on a display device, or a hard copy.

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

15.2 Background Screening Required

The Contractor will not allow any Person to provide services under this Contract, have access to any State data, or enter any facility of the OAG until that person has been cleared by the OAG under the standards and procedures provided below:

15.2.1 The Contractor will ensure that each person will be screened as a prior condition for performing services, having access to State data, or entering the facilities.

15.2.2 A Level 2 background screening will be required for all persons performing these services and will be arranged by the Contractor and all necessary personal identifying information provided by the Contractor and/or such persons at least 10 calendar days in advance of the desired initial date of access prior to persons performing project services being allowed access to any OAG office.

15.2.3 A Level 2 background screening will be conducted, reviewed, and cleared through the OAG’s designee pursuant to personal identifying information provided by the Contractor and/or the person who is the subject of the screening.

15.2.4 OAG IT staff members must be in the immediate area of any OAG facilities where Contractor personnel are performing project services if any of those personnel do not have an approved OAG Level 2 background screening and have not completed the CJIS Awareness Training.

15.3 CJIS Security Awareness Training Requirements

CJIS Awareness Training must be successfully completed by all Contractor personnel prior to being allowed to access OAG data. The OAG will provide instructions for the training to the Contractor and each individual employed under the Contract resulting from this RFP.

15.4 Duty to Provide Secure Data

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

15.5 OAG’s Ability to Audit Screening Compliance and Inspect Locations

The OAG will have the right to inspect the Contractor’s work area and location upon two business days prior written notice to the Contractor to ensure that access to the State data is secure and in compliance with the Contract and all applicable State and Federal rules and regulations.

15.6 Security Breach

If a breach of security occurs due to Contractor negligence or misconduct which allows unauthorized access or exposure of State data, the Contractor agrees to defend, indemnify, and hold harmless the OAG, the State, its officers, directors, and employees for any claims, suits, or proceedings. In addition, the Contractor will:

15.6.1 Include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this provision for a two-year period of time following the breach.

15.6.2 Be responsible for any and all damages to the OAG and any third party who is affected by a breach of this warranty to protect the State data.

16. Governing Law

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

17. Compliance with Laws

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

18. Transition Services

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

19. Dispute Resolution

Paragraph 31 of the PUR 1000, Dispute Resolution is specifically rejected and does not apply to this Contract.

20. Licenses and Permits

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

21. Notice of Legal Actions

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

22. Public Entity Crime

Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier,

subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

23. Discriminatory Vendors List

Pursuant to section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity so long as that entity's name appears on the discriminatory vendor list.

The Contractor will notify the OAG if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Contract.

24. Antitrust Violator Vendor List

Pursuant to section 287.137, Florida Statutes, a person or 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 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.

25. Scrutinized Companies

In accordance with section 287.135, Florida Statutes, the Contractor certifies that it is not participating in a boycott of Israel. At the OAG'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.

26. Gifts

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

27. E-Verify Employment Eligibility Verification

Pursuant to section 448.095(5), Florida Statutes, Contractor must register and use the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the Contractor during the Contract term. Additionally, if the Contractor enters into a contract with a subcontractor, the subcontractor must register in the E-Verify system and provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor will maintain a copy of such affidavit for the duration of this Contract.

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

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

28. Independent Capacity of the Contractor

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

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

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

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

All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for Contractor, Contractor's officers, employees, agents, subcontractors, or assignees will be the responsibility of Contractor.

29. Preservation of Remedies

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

30. Unauthorized Employment

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

31. HIPAA Compliance

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

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

32. Assignment of the Contract

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

33. Subcontractors

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

34. Cooperation with Inspectors General

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

35. Counterparts; Electronic Signatures

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

36. Modifications

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

37. All Terms and Conditions Included

This Contract is comprised of the OAG’s Standard Contract (this document), Attachment 1, Scope of Work and Deliverables, and Attachment B, Price Sheet, and any documents incorporated by reference. The Contract as described herein supersedes all previous communications, representations, or agreements, either verbal or written between the parties, including RFP DLA 2026.04 and Contractor’s Proposal to the RFP, the relevant portions which have been incorporated into the Contract. If any term or provision of the Contract is determined by a court of law to be unlawful or unenforceable, the remainder of the Contract will remain in full force and effect.

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

«CONTRACTOR NAME»
«TITLE»

Greg Slep
General Counsel

Date

Date

«ENTER NUMBER»
FEIN or SS Number

ATTACHMENT B
Price/Rate Sheet

Instructions:

The Respondent must complete this Attachment in its entirety by providing a fixed price, fixed fee to complete the services outlined in the Scope of Work. Respondent's proposed pricing must be firm prices, and all inclusive.

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

Contract Term Price:

Description of Product/Service	Payment Method (Fixed Fee, Unit Price)
Data Summary as specified in Tasks 4.2.1.1 through 4.2.1.3.	\$ _____
Gap Analysis as specified in Task 4.2.1.4.	\$ _____
Phased Implementation Plan as specified in Task 4.2.1.5.	\$ _____
Final Report as specified in Task 4.2.1.7.	\$ _____
PowerPoint as specified in Task 4.2.1.8.	\$ _____
Total Price	

Respondent Name: _____

Respondent Mailing Address: _____

City, State, Zip: _____

Date: _____

Signature of Authorized Representative: _____

Printed (Typed) Name and Title: _____

Phone Number: () _____

FEIN: _____

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

ATTACHMENT C

PUR 2024 USE OF COERCION FOR LABOR AND SERVICES

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

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

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

Entity Name: _____

Representative/Officer's Printed Name: _____

Representative/Officer's Title: _____

Signature:

Date

ATTACHMENT D
Vendor Certification
Form

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

<u>Customer Indicator</u> (Required, N/A, Determined by Vendor)	<u>Vendor Indicator</u> (Check one of the following: Certified or N/A)	<u>Certification</u>
Required	<input type="checkbox"/> Certified or <input type="checkbox"/> N/A	Regardless of the dollar value of the goods or services provided, in accordance with the requirements of section 287.135(5), F.S., the vendor is not participating in a boycott of Israel and is not on the State Board of Administration’s “Quarterly List of Scrutinized Companies that Boycott Israel,” available at https://www.sbafla.com/governance/global-governance-mandates/
Required	<input type="checkbox"/> Certified or <input type="checkbox"/> N/A	If the goods or services to be provided are \$1 million or more, in accordance with the requirements of section 287.135, F.S., the vendor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, “Scrutinized List of Prohibited Companies”); does not have business operations in Cuba or Syria; and is not on the State Board of Administration’s “Scrutinized List of Prohibited Companies” available under the quarterly reports section at https://www.sbafla.com/reporting/

Required	<input type="checkbox"/> Certified or <input type="checkbox"/> N/A	<p>The vendor is not on the Suspended Vendor List; it and its suppliers, subcontractors, or consultants to be utilized under the contract are not on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists; and there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the contract obligations.</p> <p>The vendor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the vendor's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The vendor is hereby further informed of the provisions of section 287.1351, F.S., that identify the impacts to the vendor's ability to enter into or renew a contract with an agency, as defined in section 287.012, F.S., if it is placed on the Suspended Vendor List of the Department of Management Services.</p>
N/A	N/A	<p>If the contract grants the vendor access to an individual's personal identifying information, the vendor is not prohibited from entering into the contract pursuant to section 287.138, F.S., and has completed the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-15843, and attached it hereto.</p>
N/A	N/A	<p>If the vendor is a common carrier, as defined in section 908.111, F.S., or a contracted carrier, it is not prohibited from entering into the contract pursuant to section 908.111, F.S., and has completed the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-14614, and attached it hereto.</p>
Required	<input type="checkbox"/> Certified or <input type="checkbox"/> N/A	<p>The vendor is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S.; and has not, within the last year, had a contract terminated under section 448.095(5)(c), F.S., by a public employer, contractor, or subcontractor, as defined by section 448.095(1), F.S.</p>

Required	<input type="checkbox"/> Certified or <input type="checkbox"/> N/A	The vendor is in compliance with all applicable disclosure requirements set forth in section 286.101, F.S., and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to section 286.101(7), F.S.
Determined by Vendor	<input type="checkbox"/> Certified or <input type="checkbox"/> N/A	If the contract is between a nongovernmental entity and a governmental entity, in accordance with section 787.06, F.S., the vendor has completed an affidavit signed by an officer or a representative of the vendor under penalty of perjury attesting that the vendor does not use coercion for labor or services as defined in section 787.06, F.S.

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

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Attachment E, Office of Attorney General Job Positions and Classifications

#	Position Title
1	Junior Assistant Attorney General
2	Assistant Attorney General
3	Senior Attorney General
4	Special Counsel
5	Assistant Statewide Prosecutor
6	Senior Assistant Statewide Prosecutor
7	Special Counsel (Office of Statewide Prosecution)
8	Financial Investigator
9	Law Enforcement Investigator
10	Legal Support Staff
11	Paralegal
12	Senior Consumer Service Analyst
13	General Services Analyst
14	Medicaid Fraud Control Unit Analyst
15	Government Analyst
16	Senior Consumer Services Analyst
18	Distributed Computer Systems Analyst
19	Distributed Computer Systems Administrator
20	Systems Programming Administrator
21	Financial Analyst
22	Senior Clerk
23	Administrative Assistant
24	Human Resources Analyst
25	Research and Training Specialist
26	Claims Analyst
27	Grants Specialist

28	Human Services Program Specialist
29	Program Administrator
30	Operations & Management Consultant

*Please note, each of the above positions may have different job duties within the same position title.