

State of Florida
Department of Financial Services

Request for Proposals (RFP)
Number: 2526-01 RFP AA
License Examination Development and Administration Services

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

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Appendices

Letter	Name	Attachment Sub-components, If Any	To Be Completed and Returned	Attached for Reference Only
A	Standard Contract	Contract Signature Page		✓
		Attachment 1, Special Contract Conditions		✓
		Attachment 2, Statement of Work		✓
		Attachment 3, Price Response	✓	
		Attachment 4, PUR 1000		✓
		Attachment 5, Data Security Requirements		✓
		Attachment 6, Relevant Portions		

		of Contractor's Response <i>(This document is not yet available.)</i>		
		Attachment 7, Mandatory Criteria Certification Form	✓	
		Attachment 8, DFS-to-Contractor-Licensing-Authorization Transfer File		✓
		Attachment 9, Score Data Transfer File		✓
B	Questions Template		✓	
C	Evaluator Score Sheet		✓	
D	Award Preferences Form		✓	
E	Exhibits 1-6	Current Testing Volume for Insurance Examinations		✓
		Bail Bond License Identification Cards Issued		✓
		History of DFS Testing Volumes		✓
		History of DFS Testing Content		✓
		History of DFS Bail Bond Testing Volumes		✓
		Call Center Statistics		✓

F	Exhibit 1	Current Testing Volumes for the Division of State Fire Marshal - Bureau of Fire Prevention, Bureau of Fire Standards and Training, and Division of Funeral, Cemetery, and Consumer Services		✓
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SECTION 1. INTRODUCTION

1.1 Purpose and Background

The Department of Financial Services (Department), an agency of the state of Florida (State), is issuing this Request for Proposal (RFP) to establish a contract for the development and administration of insurance license examination and other services related to the licensing process for the Division of Insurance Agents and Agencies. These examinations are a part of determining eligibility for licensure and are given to prospective licensees to ensure that only qualified individuals serve the citizens of Florida. Review Appendix E, Exhibits 1 – 6 for information related to test volume, type, and frequency needed for this service. In addition, the vendor will provide development and administration examination services to the Division of State Fire Marshal-Bureau of Fire Standards and Training and Bureau of Fire Prevention, and Division of Funeral, Cemetery and Consumer Services. Review Appendix F, Exhibit 1 for information related to the test volume, type, and frequency needed for this service for the Division of State Fire Marshal-Bureau of Fire Standards and Training and Bureau of Fire Prevention and Division of Funeral, Cemetery and Consumer Services. The solicitation will be administered through the Vendor Information Portal (VIP). The submitted Response must comply with the terms and conditions stated in this RFP.

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

1.2 Term

The initial term of the Contract will be five (5) years beginning on the date last signed (Effective Date). The Contract may be renewed, in whole or in part, for up to five (5) years in accordance with section 287.057(14), Florida Statutes (F.S.). Renewal(s) will be made at the renewal pricing specified in the Contract.

1.3 Definitions

The following definitions apply to this RFP document:

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

Buyer's Premium - Percent charged by the Respondent to each winning bidder at the time of sale.

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

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

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

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

Response – A formal response to this RFP.

State - The state of Florida.

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

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

1.4 Procurement Officer

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

The Procurement Officer is:

Rebecca D. Hale
Government Analyst II
Office of Purchasing and Contractual Services
Department of Financial Services
Email: DFSpurchasing@myfloridacfo.com

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

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

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

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

1.5 Special Accommodations

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

1.6 Cooperation with Inspector General

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

1.7 Convicted Vendor List

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

1.8 Discriminatory Vendor List

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

1.9 Antitrust Violator Vendor List

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

1.10 Scrutinized Companies.

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

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

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

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

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

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

SECTION 2. RFP PROCESS

2.1 Overview of the RFP

The RFP is a method of competitively soliciting a commodity or contractual service under chapter 287, F.S. Under this RFP, there will not be a pre-Response conference. Vendors may submit questions regarding this RFP to the Department during the Question and Answer Period described further in Section 2.4 below.

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

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

2.2 Timeline

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

Event	Event Time Eastern Time (ET)	Event Date
RFP posted on the VIP.	N/A	May 8, 2026
Deadline to submit questions to Procurement Officer.	5:00 P.M.	May 13, 2026
<u>Anticipated</u> date to post answers to Respondents' questions on VIP.	3:30 P.M.	May 19, 2026
Deadline to submit Responses and all required documents to the Department. NOTE: Please see Section 3.4, How to Submit a Response, for complete instructions. ELECTRONIC RESPONSES WILL NOT BE ACCEPTED.	3:30 P.M.	June 2, 2026
Public Response opening. Department of Financial Services 200 E. Gaines Street, Larson Building Tallahassee, FL, 32399 NOTE: The public opening will also be conducted via conference call. To attend the public opening call 888-585-9008 and when prompted use	3:45 P.M.	June 2, 2026

Event	Event Time Eastern Time (ET)	Event Date
Conference No.: 819-252-704. Attendance at this public opening is not required.		
<u>Anticipated</u> date to post Notice of Intent to Award on VIP.	N/A	June 22 2026
<u>Anticipated</u> Contract start date.	N/A	July 1, 2026

2.3 Pre-Response Conference

The Department will not hold a pre-Response conference.

2.4 Question and Answer Period

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

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

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

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

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

2.5 Public Opening of Responses

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

2.6 Addenda to the RFP

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

2.7 Contract Formation

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

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

SECTION 3. RESPONSE INSTRUCTIONS

3.1 Instructions to Respondents

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

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

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

Section 3. Electronic Submission of Responses.

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

Section 5. Questions.

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

Section 9. Respondent's Representation and Authorization.

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

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

- The Respondent shall indemnify, defend, and hold harmless the Department and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Respondent's preparation of its Response.

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

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

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

3.2 Mandatory Responsiveness Requirements

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

The mandatory responsiveness requirements are as follows:

1. The Response must include a completed Attachment 3, Price Response.
2. The Response must include an Attachment 7, Mandatory Criteria Certification Form, that meets the requirements provided in Section 3.3.3(A), Mandatory Criteria Certification.

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

3.3 Contents of the Response

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

3.3.1 Volume 1: General Information

The Respondent must:

A. Cover Letter

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

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

B. Responses or Disclosures Required by the PUR 1001.

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

C. Award Preferences Form

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

3.3.2 Volume 2: Technical Response

The Respondent must:

A. Narrative on Experience and Ability

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

Provide a list of Information Technology staff that would direct the work required to fulfill the primary technical and business analyst's functions in regard to obligations of this Contract. The resumes should include the staffs' previous supervisory experience, education, and work experience deemed relevant to the responsibilities and function to be performed by the respective individuals. In addition, the Respondent should clearly identify the specific major technical and business analysts' roles that will be performed by each of the individuals for whom the Contractor submits resumes.

3. Provide examples of similar services provided by the Respondent within the last ten (10) years. Examples to include IT work previously performed by Respondent that was similar in scope and/or size to the obligations of the Contract that may result from this RFP. The examples of work previously performed by the Respondent should include sufficient detail to determine whether the work is similar to the obligations of the Contract that may result from this RFP and whether the organization for which the work was done is comparable to the Florida Department of Financial Services in terms of its nature, size, and mission.

B. Respondent's Proposed Approach

1. Provide Respondent's plan for carrying out the services required by this RFP and specified in Attachment 2, Statement of Work. The Respondent should fully describe its plan for:
 - a. Meeting the IT obligations of the Contract to include a description of the specific hardware and software the Respondent would use to perform the IT services. The Respondent will include the following documentation and/or policies as part of the plan:
 - i. Documentation that clearly demonstrates the IT services that the Respondent would perform to fulfill the obligations of this Contract, the Respondent has an appropriate testing systems environment in addition to the Respondent's production systems environment. This testing systems environment must be used to test ALL system application modifications prior to the implementation of these modifications in the Contractor's production systems environment.
 - ii. Documentation regarding the testing procedures the Respondent would use in its development of the system applications that would support the obligations of the contract that may result from this RFP.
 - iii. Copy of the Respondent's current Information Systems Development Methodology (ISDM).
 - iv. The Respondent must include all proposed software to use to fulfill the obligations of the Contract that may result from this RFP. Any proposed software license agreement, service level agreement (SLA), or any other draft agreement submitted in the Response shall not contain any provisions, unless such provisions are expressly negated in the Response, which:
 - are inconsistent with Florida law
 - exclude, prohibit, or negate other contract documents
 - subject the state of Florida to jurisdiction of another state; and
 - provide that the state of Florida will indemnify the Contractor or any other person.
 - b. Examination Development:

- i. The plan must indicate a rate by which the Respondent proposes to increase or enhance the size of each item pool specified in each of the following program areas:
 - Florida All Lines Adjuster
 - Florida Public All Lines Adjuster
 - Florida Bail Bond/Limited Surety
 - Florida General Lines Agent
 - Florida Health Agent
 - Florida Health and Life and Annuity (incl. Var. Contracts) Agent
 - Florida Life and Annuity (incl. Variable Contracts)
 - Florida Personal Lines Agent
 - Florida Surplus Lines Agent
 - Florida Title Agent
- ii. The plan must also include information sufficient to inform the Department how the following test development, measurement, research, and evaluation requirements will be performed:
 - preparation of test specifications
 - selection and training of item writers and item reviewers and numbers to be used for each category of examination
 - frequency of and standards for item writing/review workshops
 - development and editing processes for test items
 - establishment and maintenance of item banks
 - pre-testing and evaluation of items
 - test bias review process
 - pretest and post-test item analyses
 - equating procedures for all or recommended categories of examinations
 - cut score procedures
 - validity and reliability studies
 - review and development of equated forms for each line of authority requiring an examination
 - produce bail bond licenses (without examination)
- iii. Examination Administration. In addition to providing all information sufficient to inform the Department of the Respondent's expertise and abilities in examination administration, the plan must inform the Department of how the following administration requirements will be provided and/or selected:
 - administration staff
 - testing sites
 - testing facilities
 - testing conditions
 - testing instructions
 - pre-test informational materials
 - security procedures and protocols
- v. The Respondent must include a detailed description of the following as part of the Examination Administration Plan:
 - proposed security equipment
 - practices and procedures relative to protection of Department-owned test item banks

- procedures to prevent a candidate from taking the same version of a test when re-testing a failed test
 - testing center procedures including, but not limited to, examination administration
 - adequacy of the call center and website to effectively and timely provide information and make appointments for candidates
 - iv. ADA Requirements. The Respondent plan for compliance with the Americans with Disabilities Act (ADA). The Response shall address at a minimum how the Contractor will provide the examination to individuals with, but not limited to, the following disabilities:
 - blind
 - deaf
 - physical impairment prohibiting sitting in a chair
 - amputated arms or fingers
 - dyslexia, requiring the questions to be read to the candidate
 - allergies that prohibit entering the testing room
2. Provide a detailed and thorough description of the Respondent's plan for:
- a. Regarding inquiries by the Department about potential problem areas, e.g., instances of incorrect enforcement of business rules by the Contractor or transfer of incorrect and/or incomplete data by the Contractor to the Department. The Contractor's initial response to the Department must include information as to what the Contractor has thus far identified with regard to the reported problem and also the Contractor's overall plan, projected time frame, and current status regarding resolving the problem. The plan should include the response time in regard to an inquiry (i.e. 24 hours, 48 hours, etc.).
 - b. Fee collection to include all policies and procedures.
 - c. The Respondent must provide all policies and procedures for scheduling exams, including, but not limited to scheduling examinations, change/cancel policy, absence/lateness policy, weather delays and cancellations, and procedures to assist candidates in a case of an emergency that prevents utilizing the change process established.
 - d. The Respondent shall include the Contractor's hiring policy and their background check screening policy for new hire and current employees.
 - e. If the Respondent anticipates engaging any third-party vendors for the administration of examinations, the Contractor shall submit its policies governing such engagements.

3.3.3 Volume 3: Mandatory Responsiveness Requirements

The Respondent must:

A. Mandatory Criteria Certification

Submit an Attachment 7, Mandatory Criteria Certification Form, that provides a "Yes" Certification Answer for each Certification Question. A Respondent's failure to provide a "Yes" Certification Answer for each Certification Question will result in the Respondent being deemed non-responsive.

Additionally, Respondents must complete the Vendor Certification Form (beginning on page 2 of the Mandatory Criteria Certification Form) by choosing the appropriate "Vendor Indicator" from the dropdown menu. Respondents must also complete and submit any attestations associated with the requirements of the Vendor Certification Form.

B. Price Response

Submit a completed Attachment 3, Price Response.

3.4 How to Submit a Response

Submit the following:

- One (1) printed UNREDACTED version of the entire Response.
- Three (3) printed UNREDACTED copies of Volume 2, Technical Response.
- One (1) scanned copy of the complete UNREDACTED Response on a flash drive, with large files scanned as separate .pdf files.

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

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

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

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

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

3.5 Disclosure of Response Contents

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

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

3.6 Confidential Response Materials and Redacted Submissions

In addition to the public records requirements of the PUR 1001, section 19, if the Respondent considers any portion of its Response to be Confidential Information or exempt from disclosure under Chapter 119, F.S., or other legal authority (Public Records Law), then the Respondent must simultaneously provide

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License Examination Development and Administration Services

the Department with an unredacted version of the materials and a separate redacted electronic copy of the materials. If providing both a redacted and unredacted copy, the Respondent should mark the unredacted version of the document as “Unredacted Version – Contains Confidential Information” and place such information in an encrypted electronic form or a sealed separate envelope. If the Respondent fails to submit a Redacted Copy of its Response, the Department is authorized to produce the entire unredacted Response submitted to the Department in response to a public records request.

3.6.1 Redacted Submissions

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

In addition, the Respondent must submit a separate index listing the Confidential Information or exempt portions of its Response. The index should briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption.

The Redacted Copy will be used to fulfill public records and other disclosure requests and will be posted on the FACTS website. The Department will follow the procedures identified in the Standard Contract’s Attachment 4, PUR 1000, if the Department receives a further request for Confidential Information or exempt material that has been clearly identified as such in writing by the Respondent.

3.6.2 Respondent’s Obligations to Defend its Claims

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

3.7 Withdrawal and Modification of Responses

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

3.8 Reservations

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

1. Cancel this RFP at any time prior to the Department’s execution of the Contract, without incurring any cost obligations or liabilities.

2. Accept or reject any Response at any time.
3. Terminate evaluation of any Response at any time.
4. Modify any dates set or projected in this RFP.
5. Waive minor irregularities in Responses.

3.9 Additional Information

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

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

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SECTION 4. SELECTION METHODOLOGY

4.1 Review of Mandatory Responsiveness Requirements

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

4.2 Evaluation Team

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

4.3 Evaluation Criteria

Each Response will be evaluated as set forth in the remainder of this Section 4.3, Evaluation Criteria. The Procurement Officer will add a Respondent's Technical Response Score (as described in 4.3.1) and Price Response Score (as described in 4.3.2) to determine the total points awarded to the Respondent. The total number of points available to a Respondent for this RFP is 145 points. The total points awarded for each Respondent will be used to determine the final ranking of the Respondents.

4.3.1 Evaluation of Technical Response

Each evaluation team member will independently evaluate each Respondent's Volume 2: Technical Response against the evaluation criteria set forth in Appendix C, Evaluator Score Sheet. The maximum available points for the Technical Response is 120 points. The Procurement Officer will add the score awarded by each evaluator for a Respondent and divide the total by the number of evaluators to determine a Respondent's Technical Response Score.

4.3.2 Price Response

The Procurement Officer will score Attachment 3, Price Response. Price Responses will be evaluated by averaging the renewal term pricing for each renewal year together, then adding that number to the initial term pricing to calculate a single Price Response Total. Pricing for the initial Contract term will count for 70% of the Price Response total and renewal pricing will count for 30% of the Price Response total. Price Responses will be awarded a maximum of 25 points based on the following formula:

$$(\text{Lowest Respondent's Price Response Total} / \text{Respondent's Price Response Total}) \times (\text{Maximum Number of Points available}) = \text{Points Awarded for Price Response}$$

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SECTION 5. AWARD

5.1 Basis of Award

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

The Department reserves the right to determine which Responses are responsive and responsible at any time during the solicitation. The Department may reject a Response, if it fails to demonstrate the Respondent has the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract. See section 287.012(25), F.S., and section 287.057(1)(b)4., F.S. The Department may request additional information pertaining to the Respondent's ability and qualifications to accomplish all services described in this RFP as deemed necessary during the RFP or after contract award.

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

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

5.2 Award Preferences for Identical Evaluations of Responses

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

If the Department's evaluation results in identical evaluations of Responses, the Department will review the Attachment D, Award Preferences Form, to the Respondents with Responses that resulted in the identical evaluations. If more than one Respondent is entitled to a statutory preference, the Department will apply the preferences in the order shown on Attachment D, Award Preferences Form.

5.3 Agency Decision

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

1. A written notice of protest within seventy-two (72) hours after posting of the intended decision, the notice of protest filed to the street address or email above, and
2. A formal written protest and protest bond in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed to the street address or email above. At the time of filing the formal written protest, a bond (a cashier's check or money order may be accepted) payable to the Department must also be submitted in an amount equal to one percent (1%) of the estimated contract amount based on the contract price submitted by the protestor.

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

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

5.4 MyFloridaMarketplace (MFMP) Registration

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

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

5.5 Execution of Contract

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

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

APPENDIX A

Standard Contract



STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES

CONTRACT SIGNATURE PAGE

Contract Title:	License Examination Development and Administration Services
Contract No.:	TBD
P.O. No. or Solicitation No.:	2526-01 RFP AA

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

1. ENTIRE CONTRACT.

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

2. ORDER OF PRECEDENCE.

The Parties agree to comply with the terms and conditions of the following documents which are incorporated by reference. If there is any discrepancy between Attachment 2, Statement of Work, and any incorporated portions of the Contract that were provided by the Contractor, the terms most favorable to the Department will prevail. If there are conflicting provisions among the documents that make up the Contract, the order of precedence for the documents is as follows: [Click or tap here to enter text.](#)

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

3. CONTRACT TERM.

Effective Date	Completion Date	Renewals
[Insert], or the date last signed under section 8., Execution, whichever is later.	[Insert], unless terminated earlier in accordance with the terms set forth in the Contract.	[Insert]

4. CONTRACT PRICE.

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

5. BONDS.

Performance Bonds (if any)	Other Bonds (if any)
[Insert or "N/A"]	[Insert or "N/A"]

6. APPROPRIATION.

As required under section 216.313, Florida Statutes (F.S.), the Department will make payments from the appropriation under section [Insert], F.S., for the first year of the Contract.

[OR, if Total Contract Price is below \$5,000,000.00, delete the above sentence and put "N/A"]

7. CONTRACT MANAGEMENT.

The Parties agree to utilize the named Contract Managers below:

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

8. EXECUTION.

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

State of Florida, Department of Financial Services

DEPARTMENT

[Insert]

CONTRACTOR

AUTHORIZED SIGNATURE

[Insert]

PRINTED NAME OF SIGNER

[Insert]

TITLE OF SIGNER

[Insert]

DATE SIGNED

AUTHORIZED SIGNATURE

[Insert]

PRINTED NAME OF SIGNER

[Insert]

TITLE OF SIGNER

[Insert]

DATE SIGNED



**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES**

**ATTACHMENT 1
Special Contract Conditions**

1. Notices.

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

2. Renewals.

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

3. Amendments.

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

4. Contract Managers.

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

5. Appropriation.

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

6. Deliverables.

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

7. Performance Measures.

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

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

8. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by the Department's Contract Manager before payment, unless advanced payment or partial payment has been authorized in accordance with section 215.422, F.S. The Department will have fifteen (15) calendar days to inspect and approve the deliverables after receipt.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables outlined in Attachment 2, Statement of Work, as incomplete, inadequate, or unacceptable due in whole or in part to the Contractor's lack of satisfactory performance under the terms of this Contract. If the Department's Contract Manager does not accept a deliverable within fifteen (15) calendar days, the deliverable will be deemed rejected. Failure to fulfill the appropriate technical requirements or complete all tasks, duties, or activities as identified in Attachment 2, Statement of Work, will result in rejection of the deliverable and the associated invoice. The Department, at its option, may allow additional time within which the Contractor may remedy the objections noted by the Department before the Department issues a notice of default. If the Department's Contract Manager allows additional time for the Contractor to correct a rejected deliverable, the Contractor shall work diligently to correct all deficiencies in the deliverable that remain outstanding within a reasonable time or, if a time certain is specified, within the additional time allotted. All work done to correct a rejected deliverable will be done at the Contractor's expense.
- c. Status Reports. If status reports are required as part of the Contract, the Contractor shall timely submit status reports showing each task, activity, and deliverable worked on; attesting to the level of services provided; listing the hours spent on each task, activity, or deliverable; and listing any upcoming tasks, activities, or deliverables.
- d. Completion Criteria and Date. The Contract will be considered complete once all deliverables under the Contract have been provided and accepted. The final date for completion of the Contract must not exceed the Contract duration, including any executed renewals or extensions, or, where applicable, the expiration date of any purchase orders made from the Contract.

9. Financial Consequences for Nonperformance.

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

10. Dispute Resolution.

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

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

- a. Jurisdiction. Jurisdiction for any damages arising under the terms of the Contract will be in the courts of the State, and venue will be in the Second Judicial Circuit in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees incurred in connection with disputes arising under the terms of this Contract.
- b. Initial Resolution Process. For all claims, the party with the dispute shall submit an affidavit to the other party that is executed by that party's Contract Manager, or designee, certifying that:
 - i. The claim is made in good faith;
 - ii. The claim accurately reflects the adjustments for performance; and
 - iii. The supporting data provided with such an affidavit are current and complete to the Contract Manager's, or designee's, best knowledge and belief.

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

- c. Informal Resolution Process. If the parties are unable to resolve any dispute through the initial resolution process, the parties shall meet with the Department's Chief Financial Officer (CFO), or designee, for the

purpose of attempting to resolve such dispute without the need for formal legal proceedings, as follows:

- i. The representatives of the Contractor and the Department shall meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith to resolve the dispute without the necessity of any formal proceeding.
- ii. During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to this Contract will be honored in order that each of the parties may be fully advised of the other's position.
- iii. The specific format for the discussions will be left to the discretion of the designated Department's and Contractor's representatives but may include the preparation of agreed upon statements of fact or written statements of position.
- iv. Following the completion of this process, the CFO, or designee, will issue a written opinion regarding the issue(s) in dispute. The opinion regarding the dispute will be considered the Department's final action.
- d. Continued Performance. Each party agrees to continue performing its obligations under this Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute with the Department over compensation will not be deemed to preclude performance) and without limiting any party's right to terminate this Contract for convenience or default.

11. JURY WAIVER.

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

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

12. Payment.

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

- a. Payment Process. Subject to the terms and conditions established in Attachment 2, Statement of Work, the pricing per deliverable established by the Attachment 3, Price Response, or Attachment 2, Statement of Work, and the billing procedures established by the Department, the Department agrees to pay the Contractor for services rendered in accordance with section 215.422, F.S. To obtain the applicable interest rate, please refer to <https://myfloridacfo.com/division/aa/vendors>.
- b. Vendor Rights. A Vendor Ombudsman has been established within the Department. The duties of this individual include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be reached at (850) 413-5516 or Vendors may call the State Comptroller's Hotline at 1-800-848-3792.
- c. Taxes. The Department is exempted from payment of State sales and use taxes and Federal Excise Tax. The Contractor, however, will not be exempted from paying State sales and use taxes to the appropriate governmental agencies or for payment by the Contractor to suppliers for taxes on materials used to fulfill its contractual obligations with the Department. The Contractor shall not use the Department's exemption number in securing such materials. The Contractor shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Contract. The Contractor shall provide the Department its taxpayer identification number upon request.
- d. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by the Department pursuant to Attachment 2, Statement of Work, shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed.
- e. Interim Payments. Interim payments may be made by the Department at its discretion under extenuating circumstances if the completion of services and other units of deliverables to date have first been accepted in writing by the Department's Contract Manager.
- f. Annual Appropriations. Pursuant to section 287.0582, F.S., the Department's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
- g. Overpayments. The Contractor shall return any overpayments, including those due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Department. The Contractor shall return any overpayment within forty (40) calendar days after the earlier of: (1) discovery by

the Contractor (including discovery by its independent auditor, if any), or (2) notification by the Department of the overpayment.

- h. Leases and Installment Purchases. In accordance with section 287.063, F.S., if the Contract provides for a lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017, F.S., then the Department's obligations under the Contract are contingent upon approval of the Contract by the Chief Financial Officer, as defined in section 17.001, F.S.
- i. Travel. Pursuant to section 287.058(1)(b), F.S., if travel is authorized under the Contract, the Contractor shall submit such in accordance with section 112.061, F.S., except that the Department may establish rates lower than the maximum provided in section 112.061, F.S.
- j. Retention of Payments. The Department may, in addition to other remedies available to it at law or equity and upon written notice to the Contractor, retain such monies from amounts due to the Contractor as may be necessary to satisfy any claim for payment, including under the indemnification clause, payment for financial consequences, and payment for damages and the like asserted by or against the Department. The Department reserves the right to set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due to the Contractor under any contract with the State. The exercise of these rights will not be a breach of the Contract, nor will they in any way entitle the Contractor to a claim against the Department or State, including for damages.

13. Purchase Orders.

- a. Definition. "Purchase order" means the form or format a Department uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract, or other authorized means).
- b. Terms. In contracts where commodities or services are ordered by the Department via purchase order, Contractor shall not deliver or furnish products until the Department transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Department directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Department. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Departments shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.
- c. Timeliness. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.
- d. One-time deliveries. Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.
- e. Extended deliveries. Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.
- f. Recurring deliveries. The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.
- g. Survival. Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance

as provided herein and shall survive the termination of the Contract.

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

14. Termination.

- a. Contractor Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination, and except as otherwise directed by the Department, the Contractor shall stop performing services on the date, and to the extent specified, in the notice. The Contractor shall accept no further work or new services related to the affected deliverables, and shall, as soon as practicable, but in no event longer than thirty (30) calendar days after termination, terminate any orders and subcontracts related to the terminated deliverables and settle all outstanding liabilities and all claims arising out of such termination of orders and/or subcontracts, with the approval or ratification of the Department to the extent required, which approval or ratification shall be final for the purpose of this section. The Contractor shall submit to the Department within ninety (90) calendar days of termination a request for payment of completed services. Requests submitted later than ninety (90) calendar days after termination will not be honored and will be returned unpaid. The Contractor shall professionally service to conclusion, in accordance with the requirements of the Contract, all services for which the Department has paid prior to the termination date of this Contract. Should the Contractor fail to perform all services under the Contract, the Contractor shall be liable to the Department for any fees or expenses that the Department may incur in securing a substitute provider to assume completion of those services.
- b. Contractor Obligations after Termination. If at any time the Contract is canceled, terminated, or expires, and a contract is subsequently executed with a provider other than the Contractor, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent contractor in accordance with Exit Transition requirements in Section 27 below, and Attachment 2, Statement of Work, if expressed therein.
- c. Verification of Insurance. Upon execution of the Contract, the Contractor shall provide to the Department written verification of the existence and amount for each type of applicable insurance coverage. Upon receipt of written request from the Department, the Contractor shall furnish to the Department proof of applicable insurance coverage by standard form certificates of insurance.
- d. Failure to Maintain Coverage. If the Contractor fails to maintain the required insurance coverage for any reason, the Contractor shall immediately notify the Department of such noncompliance and shall obtain coverage conforming to the requirements herein. The Contractor shall provide proof of such required coverage within fifteen (15) business days of not maintaining the required insurance coverage.
- e. Termination for Convenience. The Department, by written notice to the Contractor thirty (30) calendar days in advance, may terminate the Contract in whole or in part when the Department determines in its sole discretion that it is in the Department's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits.

15. Notice of Default.

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

16. Events of Default.

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

- a. The commitment of any material breach of this Contract by the Contractor, including failure to timely deliver a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, abandonment of the Contract, or failure to perform the level of services required for a deliverable;
- b. Failure to maintain adequate progress, thus endangering performance of the Contract;
- c. Failure to honor any term of the Contract;
- d. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Contractor by the State or other licensing authority;
- e. Failure to pay any and all entities, individuals, and the like furnishing labor or materials, or failure to make payment to any other entities as required herein in connection with the Contract;
- f. Employment of an unauthorized alien in the performance of the work, in violation of section 274A of the

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

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

17. Indemnification.

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

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

18. Record Retention.

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

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

19. Intellectual Property.

- a. In accordance with State law, the Contractor shall not assert any rights to: 1) intellectual property created or otherwise developed specifically for the Department under this Contract or any prior agreement between the parties (which includes any deliverables); 2) intellectual property furnished by the Department; and 3) any data collected or created for the Department. The Contractor shall perfect the transfer of any such property or data to the Department upon completion, termination, or cancellation of the Contract and prior to payment of the final invoice. Any data provided must be in a format designated by the Department.
- b. If the Department or the State has authority to assert a right in any of the property or data, the Contractor shall assist, if necessary, in the assertion of such right.
- c. Proceeds derived from the sale, licensing, marketing, or other authorization related to any such Department-controlled intellectual property rights shall belong to the Department, unless otherwise specified by applicable State law.
- d. Notwithstanding the foregoing, and unless otherwise specified in Attachment 2, Statement of Work, the Contractor's intellectual property rights that preexist this Contract will remain with the Contractor.
- e. If the Contractor fails to provide, or no longer can provide, a deliverable or service under the Contract that contains or otherwise utilizes intellectual property controlled by the Contractor, the Contractor shall grant the Department a royalty-free, paid-up, nonexclusive, perpetual license to use, modify, reproduce, distribute, publish, or release to others such Contractor-controlled intellectual property solely for use in connection with the deliverables or services under the Contract.

20. Ownership of Property.

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

21. Nonexclusive Contract.

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

provide the same or similar services.

22. Statutory Notices.

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

- a. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- b. Discriminatory Vendor List. An entity or affiliate that has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. Forced Labor Vendor List. An entity or affiliate placed on the forced labor vendor list may not submit a bid, proposal, or reply on a contract to provide any commodities to an agency; may not be awarded a contract or perform work as a contractor, supplier, subcontractor, or consultant with an agency for the provision of commodities; and may not transact business for the provision of commodities with any agency for a period of 365 days after the date the company was placed on the forced labor vendor list unless the entity or affiliate is removed from the list. At the Department's option, the Contract may be terminated if the entity or affiliate is placed on the forced labor vendor list.
- d. Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

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

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

- a. Choice of Law. This Contract will be governed by and construed in accordance with the laws of the State.
- b. Rehabilitation Act. If applicable to the supplies and services the Contractor provides to the Department, the Contractor shall ensure the electronic and information technology accessibility requirements of the Rehabilitation Act Amendments, 29 U.S.C. section 794, are met and provide a website where the compliance information on such supplies and services is available. The Electronic and Information Technology standard can be found at: <http://www.section508.gov/>.
- c. Scrutinized Companies.

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

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

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

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

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

In accordance with the requirements of section 287.135, F.S., the Contractor certifies that it is not on the Scrutinized List of Prohibited Companies (referred to in statute as the "Scrutinized Companies with Activities in Sudan List" and the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List")

and, to the extent not preempted by Federal law, that it has not been engaged in business operations in Cuba or Syria. At the Department's option, the Contract may be terminated if such certification (or the certification regarding a boycott of Israel) is false, if the Contractor is placed on the Scrutinized List of Prohibited Companies, or, to the extent not preempted by Federal law, if the Contractor engages in business operations in Cuba or Syria.

The State Board of Administration maintains the "Scrutinized List of Prohibited Companies" under the quarterly reports section at the following link:

<https://www.sbafla.com/reporting/>

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

24. Employment Eligibility Verification.

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

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

25. Data.

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

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

26. Subcontracting.

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

- a. Consent. Unless otherwise specified in Attachment 2, Statement of Work, all services contracted for are to be performed solely by the Contractor and may not be subcontracted or assigned without the prior written consent of the Department.
- b. Replacement. The Department may, for cause, require the replacement of any Contractor Representative. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. Access. The Department may, for cause, deny access to the Department's secure information or any facility by any Contractor Representative.
- d. Continuing Obligation. The Department's actions under paragraphs b. or c. shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract.
- e. Meetings. The Department will not deny Contractor Representatives access to meetings within the Department's facilities, unless the basis of the Department's denial is safety or security considerations.

27. Guarantee of Parent Corporation.

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

28. Survival.

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

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

29. Exit Transition Services.

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

30. Third Parties.

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

31. Employment of State Employees.

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

32. Antitrust Assignment.

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

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

33. Safety Standards.

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

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

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



**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES**

**ATTACHMENT 2
Statement of Work**

1. Scope.

The Contractor shall provide licensure examination, development and administration for examinations and licensure of insurance agents, adjusters, and other insurance-related representatives. As part of determining eligibility for licensure, examinations are given to prospective licensees to ensure that only qualified individuals service the insurance-buying public of Florida. The Contractor shall administer all exams in English. Additionally, the Contractor shall render services or other units of deliverables for the Division of State Fire Marshal, the Division of Funeral, Cemetery and Consumer Services.

2. Definitions.

In this Contract, the following terms will be defined as set forth below:

- a. Business Days - Monday through Friday, inclusive, except for State government holidays and Department office closures.
- b. Calendar Days- means all days, including weekends and holidays, except that if the last day counted falls on a weekend or holiday, the due date shall be the next business day thereafter.
- c. Confidential Information - Any documents, data, or records that are confidential and not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution, or any other authority.
- d. Contract - The agreement that results from this competitive procurement, if any, between the Department and the Respondent identified as providing the most advantageous Response to the State.
- e. Contractor - The Respondent that executes a Contract with the Department pursuant to this solicitation.
- f. Contractor-To-DFS-Licensing-Score Data Transfer File - daily file transferred to the Department with score results of candidates.
- g. DFS-to-Contractor-Licensing-Authorization Transfer File - daily electronic file sent to the Contractor that details permissible candidates for examination.
- h. Differential Item Functioning (DIF) - statistical characteristic of an item that shows the extent to which the item might be measuring different abilities for members of separate subgroups.
- i. Division – shall refer collectively to each and all of the following: the Division of Insurance Agent and Agency Services, the Division of State Fire Marshal, and the Division of Funeral, Cemetery and Consumer Services.
- j. Examination Administration Plan - a plan that indicates how the Contractor proposes to administer the examination for each program area.
- k. Examination Development Plan - a plan that indicates how the Contractor proposes to increase or decrease the size of each item question pool specified in each program area.
- l. Items - questions that appear within examinations.
- m. Line of Authority - types of insurance lines that will need examinations
- n. Psychometric Team - means two or more psychometricians with advanced degrees in the science of measurement, which is the systematic use of tests to quantify psychophysical behavior, abilities and problems, and predictions of psychological performance.
- o. State - The State of Florida.

3. Renewals.

Renewals are available for this Contract. This Contract may be renewed for up to five (5) years in accordance with section 287.057, F.S.

4. Payment Provisions.

- a. Compensation. This Contract is no cost to the State. The compensation of this Contract is stated in Attachment 3, Price Response, which is incorporated by reference.

- b. Expenses.

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

- c. Step-in Costs.

All services performed by the Contractor prior to the termination date of this Contract shall be professionally serviced to conclusion in accordance with the requirements of the Contract. Should the Contractor fail to perform all services under the contract, the Contractor shall be liable to the Department for any fees or expenses that the Department may incur in securing a substitute contractor to assume completion of those services.

5. Contractor's Responsibilities.

5.A.1 Test Development

The Contractor will adhere to the following at its own expense.

- All test development, measurement research, and evaluation must be in compliance with accepted psychometric standards.
- All Items developed under the Contract must be multiple-choice with four (4) responses written clearly and concisely.
- Test Items must reference the appropriate study manual, as outlined in Section 5.A.4, in detail and must be matched to topics and percentage ranges provided by the Department, Florida Statute, or Florida Administrative Code.
- Upon request and notice of at least five (5) Business Days from the Department, the Contractor must provide supervised access to review the Department's examinations and item banks (questions and answers pool) that the Contractor stores on behalf of the Department for validity and non-biased nature of the examination and item banks. The Contractor's subject matter experts and psychometricians and the Department will meet via webinar or in person to review any issues and/or discrepancies.
- The Contractor must provide and solely use new examination forms that incorporate any changes mandated by Florida legislative decisions and/or decided upon during the yearly examination review workshop by January 1 of each calendar year of the Contract.
- Test Items must reference the appropriate study manual, as outlined in Section 5.A.4, in detail and must be matched to topics and percentage ranges provided by the Department, Florida Statute, or Florida Administrative Code.
- The Contractor, at its own expense, will host an annual examination review workshop in July of each calendar year that the Department, subject matter experts, and study manual vendors must attend. The Contractor will provide all workshop conference information to attendees at least one (1) month prior to allow for travel accommodations to be made and supply all materials necessary to produce and/or aide with test development, test revisions, measurement research, and evaluation.

5.A.2 Ownership of Test Items

- The Department shall maintain ownership of all State specific testing items and retains ownership of all test items transferred to the Contractor and developed during the course of the Contract for custodial purposes. The Department shall continue to maintain exclusive ownership of all related materials developed for use in fulfilling the requirements of this Contract.
- During the life of the Contract, the Department will, for one or more examination types, use a national item bank of questions in addition to examination questions owned by the Department. The national item bank(s) will not be owned by the Department.

- The Department shall maintain exclusive ownership of all completed examinations.

5.A.3 Professional Psychometric Guidance

- During the life of the Contract, the Contractor will be responsible for providing on-going expert, professional psychometric guidance to the Department. The Contractor will be required to inform, advise, and make recommendations to the Department on all psychometric issues relating to test development, test revisions, measurement research, and evaluation.

5.A.4 Examination Development

- The questions for the examinations (as referred to in Section 5.A.1 of this SOW) shall be developed from the outlines in the approved study manuals shown in the chart below. The information in the list below is subject to change.

State Approved Reference Material	Reference Material Available From
Florida Health & Life (Including Annuities & Variable Contracts) Study Manual	National Association of Insurance and Financial Advisors 600 State Street, Suite A Cedar Falls, IA 50613 (504) 273-0003 Ext 8403 wspeckerman@naifa.org
Florida General Lines Agent, Personal Lines Agents, and Insurance Adjusters, and Industrial Fire & Burglary Study Manual	Florida Association of Insurance Agents, Inc. 3159 Shamrock Street S Tallahassee, FL 32309 (850) 893-4155 dburt@faia.com
The Florida Title Agents Study Manual	The Koogler Group, LLC 8520 49 th Street North, PMB-250 Pinellas Park, FL 33781 (727) 787-5010 karenkoogler@kooglergroup.com
The Florida Surplus Lines Agent Study Manual	Florida Surplus Lines Service Office 1441 Maclay Commerce Drive Tallahassee, FL 32312 (850) 224-7676 KGray@fslso.com

5.A.5 Website Availability

The Contractor must provide a website for candidate use. The Contractor must maintain website availability to candidates twenty-four (24) hours a day, seven (7) days a week, excluding scheduled maintenance times. The Contractor must report emergency outages to the Department within four (4) hours, and the Contractor must provide the Department's Contract Manager at least forty-eight (48) hours advance notice via email and/or telephone call for scheduled maintenance.

5.A.6 Call Center

The Contractor must maintain a functional call center by providing telephonic service a minimum of 12 hours per day Monday through Friday, and a minimum of 6 hours per day Saturday and Sunday. The Contractor's initial proposed business hours, and any subsequent request to change the business hours, must be submitted via email to the Contract Manager for approval by the Department before implementation. The Contractor will provide a toll free, program-specific phone number, which will serve as its single touchpoint for telephone reservations and follow up inquiries. The applicant will be routed to one of the Contractor's trained representatives and they will validate the candidate's identity and determine what program and/or examination is needed and the desired date and locations is obtained. The Contractor's call center must not be non-functional for State candidates for more than twelve (12) consecutive business hours per the Contractor's call center hours of operation and excluding emergency weather conditions. The Contractor must report emergency conditions to the Department's Contract Manager within four (4) hours.

5.A.7 Scheduling Examinations

Contractor will be fully responsible for scheduling exams, rescheduling exams, collecting examination fees, and notifying candidates of examination dates, times, and places in accordance with the Contractor's Response. Contractor must perform these services both online and by phone. Once an examination date and time have been scheduled, the Contractor must provide confirmation of the information to the candidate by electronic notification.

The Contractor must schedule eligible examination candidates within five (5) Calendar Days from date the candidate contacts the Contractor. The Contractor must immediately act upon verbal requests to cancel or suspend a scheduled examination or issuance of a license to a particular candidate when requested by authorized staff of the Department. Additionally, the Contractor will continue to respond to a request by an authorized Departmental staff to cancel or suspend a scheduled examination or issuance of a license.

5.A.8 Fee Collection

Fees will be collected in the following manner for the services below:

The Contractor must collect examination fees from the candidates at the time of scheduling an examination.

5.A.9 Testing Sites

The Contractor, at its expense, is responsible for providing and maintaining, all testing sites, staffing for aforementioned sites, and providing all related materials and equipment associated with the administration of examinations. The Contractor must select and establish testing sites throughout the State taking into consideration population density, relative distance between testing sites, easy access for candidates, ample parking, and facilities that will provide standardized testing conditions. The selected testing sites must be approved by the Department. Once testing sites are established upon approval by the Department, testing sites shall not be closed without prior approval by the Department. The Contractor must include procedures for closing a testing site that will include justification of closure, a deadline for closing a testing site, and a process for notifying examinees and assigning them to other sites. The Contractor must not modify the hours of operation at a testing site permanently without justification for the change and prior approval by the Department. The Contractor must not modify the hours of operation at a testing site temporarily without first notifying the Department's Contract Manager and obtaining prior written approval. Emergency closures are to be reported by the Contractor to the Department's Contract Manager within twenty-four (24) hours.

Testing sites must be open at least five (5) days per week unless otherwise approved by the Department. One of the five (5) days must be a weekend day (Saturday and/or Sunday). The Department may require the Contractor to provide additional testing sites or extend the number of days that sites are open as applicable based upon the needs of the candidates. If the Contractor has testing sites outside this State, those sites must be made available for testing State candidates based upon the needs of the candidates.

Bail bond license candidates must have their picture taken at the testing site at the time of the examination. Should a bail bond licensee need to have a picture taken without an examination due to being licensed already, the licensee must be able to make an appointment with a testing site to do so, as indicated in Section 3. A.14. These requirements are set forth in Chapter 648, F.S.

5.A.10 Candidate Information Document

The Contractor must develop, maintain, and make available on the Contractor's website, a candidate information document which is referred to as the "Candidate Handbook." This document must contain all policies governing the administration of the examination as well as standard pertinent information such as the procedure for scheduling the examination, fees associated with examinations, dates, and locations where the examination will be given, and ways to contact the Contractor. The document must also explain the testing and scoring procedure and a list of frequently asked questions. The document must advise what supplies and candidate identification must be brought to the testing site. This document must also include website links to the Division of Insurance Agent & Agency Services' website containing licensing information. This information must be made available to all candidates via the Contractor's website and via link to the handbook which is embedded with the Division's website as well.

No changes will be made to the candidate information document without the Contractor first obtaining approval from the Department. The candidate information document must be updated by the Contractor immediately upon Department approval of changes to the Contractor's policies and procedures and within five (5) Business Days of a change request made by the Department.

5.A.11 Examination Administration Plan

The Contractor shall adhere to its Examination Administration Plan, as outlined in Attachment 6, Contractor's Response.

5.A.12 Examination Administration Medium

Examinations must be administered through a computer-based testing (CBT) platform that involves a monitored testing environment with encrypted data transmission. The examination results must be electronically scored and made immediately available to the examinee following completion of the examination. Provisions must be made for hand scoring a percentage of examinations as a quality control measure of computerized scoring as well as a means to validate disputed computerized scoring.

5.A.13 License Identification Card for Bail Bond Licenses

The Contractor must schedule duplicate bail bond license identification card candidates within five (5) Calendar Days from the date the candidate contacts the Contractor. Additionally, the Contractor will continue to respond to a request by authorized Departmental staff to cancel or suspend a scheduled appointment for issuance of a duplicate license.

The Contractor shall issue a durable, wallet-sized license identification card to bail bond license candidates with a photo taken at the testing site at the time of examination. Such licenses must be printed and mailed within two (2) Business Days and sent to the candidate via two-day mail upon passing a required license examination, if applicable; or upon the licensee appearing for the license photograph, if required as set forth in Chapter 648, F.S.

The Department will set the content and format of the licenses. The license type, license number, license date, and license line of authority must be included on the license identification card. The Contractor must maintain and provide upon request by authorized Department staff, within two (2) Business Days, a duplicate photograph of any bail bond licensee.

The Contractor shall not collect any fee related to issuing the license identification card to the candidates.

5.A.14 Post Examination Review by Candidate

The Contractor must provide all candidates an opportunity to review the examination results. Adequate space, materials and personnel necessary for candidates to review their examination materials in compliance with section 119.07, F.S., must be provided. Such review shall include a review of the candidate's completed examination and will not include answers other than those given by the candidate. The Contractor must record and evaluate all candidate comments, if any, and report to the Department any recommended changes based upon such post-examination review.

The Contractor must not prohibit or restrict a person who has taken an examination to review his or her own completed examination unless specifically authorized to prohibit or restrict such review by Florida Statute or Florida Administrative Code. The Contractor must allow candidates to make appointments with the testing sites to review their examinations at a later date. The Contractor must not charge a fee to candidates to review their completed examination unless specifically authorized to charge such a fee pursuant to Florida Statute or Florida Administrative Code.

Candidates are only allowed to take an examination five times in a rolling twelve-month period. The Contractor will be responsible for enforcing this requirement.

5.A.15 Defense of Examination Challenge

The Contractor must provide item statistics, materials, and experts to defend an examination in the event of inquiry or a formal challenge to any examination item, examination validity, and reliability or administration issue. All challenges are addressed with the program coordinators for the Contractor and a determination is made based on

claims by applicant of what is the proper solution. The program coordinator will work with the Department's contract manager and the test center operations to validate the candidate's claim.

The Contractor will be required to testify on behalf of the Department in license denial hearings where instances of cheating or violation of testing procedures is alleged or on any matters relating to testing.

5.A.16 Maintaining and Reporting Statistical Data

The Contractor shall maintain candidate data, provided by the Department and/or candidate, including but not limited to the following data points:

- Candidate's name;
- Social security number;
- License number;
- The candidate's gender (male or female);
- The candidate's native language;
- The highest level of education achieved by the candidate; and
- The candidate's race or ethnicity (African American, White, American Indian, Asian, Hispanic, or Other).

The Contractor shall maintain the following related candidate data dictated by the Department, which is collected by the Contractor, including but not limited to:

- Scaled scores;
- Raw scores;
- Test scores; and
- Status of pass/fail.

Such maintenance must include descriptive statistics for each examination, by type, to include at least the following:

- Mean;
- Standard deviation;
- Mode;
- Range;
- Minimum and maximum scores;
- Passing score;
- Standard error and measurement;
- Reliability and coefficient;
- Number and percentage of candidates passing; and
- Failing by original and re-examination.

Retention practices for such data must be approved by the Department. The Contractor must provide to the Department no later than the fourth (4th) Business Day of each month, and upon request within ten (10) Calendar Days, summary reports of data referred to in this paragraph in a format acceptable to the Department. This information may not be released to other persons or entities without prior written approval of the Department.

All reporting must be sent via encrypted email to the Department's contract manager on a monthly basis and all over reporting must be accessible directly by the Department's contract manager through the Contractor's secure reporting web portal.

The Contractor must provide to the Department information requested pursuant to Florida public records law. The Contractor must comply with such requests within twenty (20) Business Days of notice by the Department. Upon termination or expiration of the Contract, the Contractor must furnish any data or records the Department deems necessary for it to comply with chapters 119, 497, and 624, F.S.

5.A.17 Data Analysis Reports

As required in section 626.2415, F.S., the Contractor must analyze data, prepare, and submit via secure encrypted email to the Contract Manager, an annual and a biannual report which summarizes statistical information of the following examinations administered during the preceding and current calendar year:

- Life and Variable Annuity Exam;
- Life, Health, and Variable Annuity Exam;
- General Lines Exam;
- Health Exam; and
- Personal Lines Exam.

The reports must include the following information for all examinees separately by race or ethnicity (African American, White, American Indian, Asian, Hispanic, or Other), gender (male or female), education level (some high school, high school diploma, some college, college degree, graduate degree) and native language and combined by race or ethnicity within gender, by race or ethnicity within education, and by gender and all five (5) education levels:

- Total number of candidates;
- Pass rate and number of candidates passed;
- Scaled score/mean and standard deviation.

The annual report is for the preceding year (January 1-December 31) and is due to the Department no later than March 1 of each calendar year. This report must be free of errors in the collection and processing of data and in any calculations performed on that data.

The statistical analysis required to produce the annual and biannual reports utilizing the validated raw data file must be performed independently by two (2) Psychometric Teams. Upon completion of the required analysis, the two (2) Psychometric Teams must compare and validate their results. All anomalies must be investigated, validated, reported, and justified to the Department in writing. The Contractor must provide to the Department a differential item functioning (DIF) analysis for both reports.

5.A.18 Monthly Status Report

The Contractor will provide access to its secure reporting system or provide a status report of examination activities electronically via secure encrypted email to the Contract Manager by the eighth (8th) Business Day of each month for the preceding month. The report must include sorted and totaled information as follows:

- Examination candidates;
- Completed (grouped by passed/failed);
- No show;
- Excused absence;
- Late cancelled;
- Bail bond licenses printed;
- Permanent; and
- Temporary.

5.A.19 Compliance with Americans with Disabilities Act

In accordance with the Americans with Disabilities Act (ADA), the Contractor shall provide special accommodations for persons taking the examination who have a disability and detail this information in the Contractor's Response.

Note: All disabilities covered by the ADA must be properly accommodated by the Contractor for the testing candidates.

5.A.20 Staffing Levels and Changes

The Contractor shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities. In the event the Department determines that the Contractor's staffing levels do not conform to those provided in the Contractor's Response, the Department shall advise the Contractor in writing via email which shall have thirty (30) days to remedy the identified staffing deficiencies. Any replacement employee shall be of equal or superior qualifications of those indicated in the Contractor's Response. The Department will exercise exclusive judgment in this matter.

Prior to substituting any upper-level key personnel, the Contractor must notify and obtain written approval from the Department of the proposed substitution. Written justification should include documentation of the circumstances requiring the changes. The Department, at its option, may agree to accept personnel of equal or superior qualifications

in the event that circumstances necessitate the replacement of previously assigned personnel. Any such substitution shall be made only after consultation with Department staff.

All individuals employed by the Contractor are required to successfully complete a background check at the expense of the Contractor, in accordance with the Contractor's background screening policy. The Contractor's background screening policy must be submitted to and approved by the Department. Once approved by the Department, the Contractor may not modify this policy without the Department's prior written approval. A background check, which, at a minimum, is the equivalent of a Level 2 screening described in section 435.04, F.S., is required for the employee of the Contractor before he or she will be allowed to perform work as described in this Contract.

If the Contractor engages any third-party vendors to perform any services related to the administration of examinations, the Contractor must ensure that all employees of the third-party vendor adhere to the background check requirements detailed in this section. Contractor shall include a provision in all subcontracts extending the background check requirement to subcontractors.

5.B: Technology Related Services

At a minimum, the Contractor is required to adhere to the following requirements:

5.B.1 Technical Requirements

- a. The Contractor must accept and process, in a manner prescribed by the Department, DFS licensing authorizations the Department transmits to the Contractor via a daily electronic file transfer process, the DFS-to-Contractor-Licensing-Authorization-File Transfer Process. This file transfer process is used by the Department to send the Contractor the following types of DFS licensing authorizations: 1.) authorizations for candidates to sit for examinations, and 2.) authorizations directing the Contractor to print duplicate copies of license cards for existing permanent bail bond licensees. The files used for this file transfer process include header records, file identifiers, file tracking sequence numbers, and trailer records (i.e., records that contain counts of the number of data records contained on the transfer files). Refer to Attachment 8, Authorization Transfer File, for a detailed explanation of the majority of the specific types of data elements the Contractor must be able to accept electronically from the Department with regard to the DFS licensing authorizations that are sent via this file transfer process. The data elements in Attachment 8 are subject to change.
- b. Each Business Day, the Contractor must transmit to the Department in an electronic format and in a manner prescribed by the Department, certain Department-specified information regarding all of the candidates for whom, on the previous Business Day, the Contractor administered examinations and/or printed bail bond license card copies. These transfer files must include header records, file identifiers, file tracking sequence numbers, and trailer records (i.e., records that contain counts regarding the number of data records contained on the transfer files). Refer to Attachment 9, Score File, for a detailed explanation of the majority of the specific types of data elements the Contractor must transmit to the Department via this file transfer process. The data elements in Attachment 9 are subject to change.
- c. Each night following a Business Day, the Department will process the transfer file received from the Contractor during that Business Day. Before loading any transfer file, the Department will first verify the record counts provided by the Contractor on the transfer file's trailer record to match the exact number of data records on the file. The Contractor must resolve any errors found in the file within seventy-two (72) hours of notification by the Department.
- d. The Department will programmatically check the transfer files for basic data integrity to ensure the data contained on these files satisfies certain Department-specified business rules. The Contractor must resolve any errors in the file within seventy-two (72) hours of notification by the Department. (Note: The transactions on the transfer file that pass all of the Department's load program's business rules and data integrity edits are applied to the Department's licensing database.)
- e. Prior to sending the Department the required transfer files the Contractor must take the necessary steps to ensure the data on those files pass the same business rules and data integrity edits that the Department's DFS-to-Contractor-Licensing-Authorization-File Transfer Process enforces. All candidate data must be secure in the transfer process.

- f. The Contractor must obtain the Department's approval before proceeding with making changes to the Contractor's information technology (IT) applications that would necessitate changes to the Department's hardware or software environments. In addition, the Contractor must provide the Department with sufficient lead-time of at least sixty (60) Calendar Days if the Contractor is going to make any changes that could result in requiring the Department to make any changes to its hardware and/or software environments.
- g. The Contractor must provide project management documentation to the Department for the purpose of supporting the Contractor's implementation of any system enhancements that may be required by either the Department or are legislatively mandated by the State legislature during the life of the Contract. Project management documents must be received within sixty (60) Calendar Days of any project implementation to provide sufficient lead-time to the Department and should include information on how the work is to be completed and identify roles and responsibilities for key personnel. The Contractor shall prepare and deliver the following major project management deliverables to the Department for any project:
- A project schedule that includes firm durations, start and finish dates, base lined start and finish dates, predecessors, successors, and resources.
 - A project management plan that documents:
 - planning assumptions,
 - constraints and decisions;
 - the approved scope, including what is out of scope;
 - deliverables and their acceptance criteria;
 - cost and schedule baselines;
 - risk, issue, and change management plans;
 - the staffing plan, including team member roles and responsibilities;
 - the project's communication plan (including status reporting, team directory, risk and issue reporting and logging, meetings);
 - acceptance by the key project team members (the project sponsor, project manager, technical lead, etc.); and
 - final acceptance report.
- h. The Department must approve all software proposed for use to fulfill the obligations of the Contract.
- i. The Contractor must provide the following written documentation to the Department prior to the Contractor's commencement of programming the computer system applications that will provide and/or support the obligations of this Contract. If the above referenced computer system applications are already developed, then prior to the Contractor's use of these system applications on the Department's behalf, the Contractor must provide this same documentation to the Department. This documentation is to be provided to the Department in order for the Contractor to obtain the Department's formal approval of the technical and business specifications of the computer system applications that will provide and/or support the obligations of this Contract:
- Technical documentation that includes at a minimum the physical and logical models and the process descriptions regarding the technical services being performed to fulfill the obligations of this Contract. The Contractor must include documentation for all Department-related database procedures and constraints that are written against the Contractor's database.
 - Non-technical business requirements documentation that includes at a minimum the business rules, business requirements, and business processes the Contractor would support and enforce with regard to the business services performed by the Contractor to fulfill the obligations of this Contract.
- j. A test environment must be used by the Contractor to test ALL system application modifications prior to the implementation of these modifications in the Contractor's production system environment.
- k. The Contractor must apply candidates' social security number and demographic changes received in the daily authorization file to its authorization/examination database.

5.B.2 Staffing and Responsibilities

The Contractor must adhere to the IT staffing levels proposed in the Contractor's response. All IT staff employed by the Contractor are required to successfully complete a background check in accordance with section 5.A.21 of this Statement of Work.

5.C Deliverables

a. Deliverables. The Contractor shall provide the following deliverables:

Deliverables	Minimum Performance Measures	Financial Consequences
Bail bond licenses	Provide candidates with bail bond licenses in accordance with Section 5.A.13, License Card for Bail Bond Licenses.	If the Contractor fails to perform in accordance with Section 5.A.13, the Contractor shall be assessed a financial consequence in the amount of \$500 per instance.
Examination Development & Administration	Develop and administer all examinations for insurance licensure in accordance with the Examination Development Plan and the Examination Administration Plan provided in the Contractor's Response for the Division of Insurance Agent and Agency Services. In addition, provide administration and/or development services for other Divisions as specified in the Statement of Work.	In the event the Department determines that the Contractor's performance does not comply with that in the Contractor's Response, the Department shall advise the Contractor in writing. The Contractor shall have thirty (30) Calendar Days to remedy the identified deficiencies. If the identified deficiencies are not remedied within the thirty (30) Calendar Day period, the Contractor shall be assessed a financial consequence in the amount of \$1,000 per Business Day until the deficiencies are satisfactorily corrected.

b. Performance Measures. The Contractor shall provide the deliverables in a manner that meets the criteria outlined in Section 5a.

c. Completion Criteria and Date.

All Deliverables will be sent to the Department's Contract Manager from the Contractor. The Department will accept each Deliverable when it meets the performance measures and requirements of the Contract. The Department shall have a maximum period of twenty (20) Business Days after delivery of a Deliverable to verify that the Deliverable meets the Contract requirements. The Department will notify the Contractor in writing of any nonconformity identified during the acceptance review. The Contractor shall correct nonconformities within five (5) Business Days or proceed on another mutually acceptable basis as set forth in writing. The Department shall then have five (5) Business Days upon redelivery of the Deliverable to confirm the nonconformity has been corrected and report any continuing nonconformity.

6. Additional Requirements

6.A Division of Funeral, Cemetery and Consumer Services:

The following additional requirements are specific to the administration of the Division of Funeral and Cemetery and Consumer Services' examination program.

6.A.1 Test Development

- The Division will provide all test items to the Contractor.
- Upon request and notice of at least five (5) Business Days from the Division, the Contractor must provide to the Department supervised access to review the Department's examinations and item banks for validity and nonbiased nature of the examination and item banks.

- The Contractor must use new examination forms that incorporate any changes mandated by legislative decisions and/or decided upon during the yearly examination review workshop by January 1 of each calendar year of the Contract. If there are other changes that need to be made, the Contractor will use its reasonable efforts to respond to such request upon reasonable notification from the Division.
- The Contractor will host, at its expense, a virtual examination review workshop once every two (2) years at a mutually agreeable date and time. The Contractor will provide all meeting information to workshop attendees at least one (1) month prior to the scheduled workshop and supply all information necessary to produce and/or aid in test development, test revisions, measurement research, and evaluation.
- The fee for any new exams requested by the Division above and beyond those currently in administration will be negotiated between the Contractor, the Department of Financial Services appointed contact, and the vendor, and may result in a contract amendment.
- The Division may also request, at its sole option and subject to section 497.144, Florida Statutes, that the Contractor administer exams in another language.

6.A.2 Ownership of Test Items

The Division owns all testing items and will retain ownership of test items transferred to the Contractor for custodial purposes and item banks developed for the program area. The Division shall continue to maintain exclusive ownership of the items developed, item bank(s), examination forms, examinations, and all related materials developed for use in fulfilling the requirements of this Contract.

6.A.3 Test Development Consultant and Access to Exam Statistics

During the term of the Contract, the Contractor will provide Test Publishing assistance to convert the Division's exam files into a test format that can be administered via the Contractor's computer-based test delivery system. The Contractor will also be required to make available exam and item level statistics accessible from the Contractor's online reporting system.

6.A.4 Examination Development

The questions for the examinations must be developed from the outlines provided by the Division. The Contractor will work with the Division to provide valid items for all examinations. All test items must reference the appropriate study manual in detail and be matched to topics and percentage ranges provided by the Division.

6.A.5 Scheduling Examinations and Exam Administration

- The Division will provide to the Contractor a daily roster of any new applicants approved for testing.
- The Division will be responsible for advising the candidate of initial examination eligibility.
- The Contractor will send a notification to the candidate regarding the candidate's eligibility status after receiving an authorization file from the Division. Candidates who fail the exam must obtain authorization from the Division before an exam can be scheduled again. Authorizations from the Division are valid for twelve (12) months from the date of eligibility.
- Candidates who are absent from or late to an examination and have not changed or canceled the reservation according to the Change/Cancel Policy will not be able to reschedule without authorization from the Division. Candidates will be required to pay again for the exam.
- The candidate must be identified by name (last name, first name, middle initial, if any), student identification (ID) number, and date of birth.. The candidate must be identified by name (last name, first name, middle initial, if any), student identification (ID) number, and date of birth and show (1) government-issued, with photo ID and one (1) secondary ID such as a Social Security Card, credit card, etc. before exam administration.

- The Contractor is allowed to edit candidate information only in instances where a discrepancy results from transposed letters or only when at least one (1) other validation component matches the date of birth (DOB) (e.g., First Name and DOB or Last Name and DOB).
- The Contractor must provide the final roster in an electronic flat file format to the Division.
- The Contractor will not be required to collect any documents or provide any documents to the candidates at the testing center.
- Candidates will not be allowed to bring any materials to the testing center for usage during testing (e.g., calculator, study books, etc.)
- The Contractor will provide dry erase boards to candidates for all exam(s).

6.A.6 Fee Collection

The Division will collect from the candidate the exam fee identified below:

Exam Title	Exam Fee
FL Funeral Professions – Laws and Rules	\$44

The Division will pay the Contractor the above exam fee for each test result delivered to the candidate. An applicant who fails to take a scheduled examination must be invoiced as a "no-show," and the Contractor will be paid at the same rate as a delivered test result. The Contractor will not collect any money for the Division.

The Contractor must send an original invoice to the Division's Contact Person no later than the 10th day of the month. The invoice must identify the number of exam results delivered and number of "no-shows," together with the student identification number that's associated with the specific test result or "no-show." The Division will pay the Contractor for exams delivered the previous month by or before the 14th of the following month.

6.A.7 Percentage Scores and Score Reporting

<u>Exam Name</u>	<u>Total Questions (Pass %)</u>	<u>Active Forms</u>	<u>Exam Time (Hours)</u>
FL Funeral Professions-Laws and Rules	50 (75%)	2	1.5

The Contractor must provide the total score per exam and one score for each part of the exam. The Contractor will provide a pass/fail score report for each candidate and instructions on how to proceed.

6.A.8 Exam Review

- The Contractor will provide candidates one half the regular exam time to review the exam taken.
- The candidates shall be allowed to register online using their IDs and passwords to schedule an exam review for all tests. If requested, these tests can be reviewed once per test type only.
- Candidates must schedule and complete an exam review no later than ten (10) days prior to retaking their exam.
- Candidates can review their exam as long as they have not retested or are scheduled to take that exam.
- Candidates will only be allowed to review the last test taken once and can be reviewed at any of the Contractor's testing centers in Florida.
- The Contractor will only show questions answered incorrectly.

- The candidate will not be charged to review the exam.

6.A.9 Data Analysis Reports

Upon request and notice of at least five (5) business days from the Division, the Contractor will provide data analysis reports concerning the pass/fail percentages for individual questions on all Division exam(s).

The Contractor must analyze data from the Florida Funeral Professions-Laws and Rules exam administered during the preceding and current calendar year; prepare an annual and a biannual report which summarizes the exam's statistical information; and submit the reports to the Department's Contract Manager (s) listed in the Contract via a secure encrypted email.

6.A.10 Result Reporting and Data Transmission

The Contractor will provide an on-demand pass/fail report via web to the Division. The report will include the date of birth, last and first name, email address, phone number, and application number of each candidate. The Contractor will provide an invoice summary report by or before the 10th of the following month via secure file transfer protocol (SFTP). In addition, provide an invoice detail report by or before the 10th of the following month via SFTP. Data transmission of incoming authorization file(s) will occur daily via File Transfer Protocol (FTP) at 6:00am and outgoing results file(s) will be daily via FTP at 3:00pm.

6.A.11 Candidate Information Document and Division Contact Information

The Contractor must develop, maintain, and make available on the Contractor's website, a candidate information document which is referred to as the "Candidate Handbook." This document must contain all policies governing the administration of the examination as well as standard pertinent information such as the procedure for scheduling the examination, fees associated with examinations, dates, and locations where the examination will be given, and ways to contact the Contractor. The document must also explain the testing and scoring procedure and a list of frequently asked questions. The document must advise what supplies and candidate identification must be brought to the testing site. This document must also include website links to the Division of Funeral, Cemetery, and Consumer Services' website containing licensing information. This information must be made available to all candidates via the Contractor's website and via link to the handbook which is embedded with the Division's website as well.

No changes will be made to the candidate information document without the Contractor first obtaining approval from the Department. The candidate information document must be updated by the Contractor immediately upon Department approval of changes to the Contractor's policies and procedures and within five (5) Business Days of a change request made by the Department.

In addition, to the "Candidate Handbook" the Contractor will list on their website the telephone number, hours of operation for the Division's call center.

6.A.12 Contract Variance

Any and all notices pertaining to variances in the scope of services defined herein shall be delivered to a designated point of contact at the Division and the Florida Department of Financial Services.

6.A.13 Communications

All email communications directed to the Division must be sent to Division's contract manager and alternate contract manager. Any telephone communications directed to the Division may be directed to either the Division's contract managers.

6.B Division of State Fire Marshal, Bureau of Fire Prevention

The following additional requirements are specific to the administration of the Division of State Fire Marshal, Bureau of Fire Prevention's examination program:

6.B.1 Test Development

The Bureau will provide all test items to the Contractor.

Upon request and notice of at least five (5) Business Days from the Division, the Contractor must provide to the Department supervised access to review the Department's examinations and item banks for validity and nonbiased nature of the examination and item banks.

- The Contractor must use new examination forms that incorporate any changes mandated by legislative decisions by January 1 of each calendar year of the Contract as determined by the Bureau. If there are other changes needed to be made, the Contractor will use its reasonable efforts to respond to such request upon reasonable notification from the Bureau.
- The Contractor will host, at the Contractor's expense, a virtual examination review workshop once every two (2) years at a time and date mutually agreed upon by the parties. The Contractor will provide all meeting information to attendees at least one (1) month prior and supply all information necessary to produce and/or aid in test development, test revisions, measurement research, and evaluation.

The fee for any new exams requested by the Division above and beyond those currently in administration will be negotiated between the Contractor, the Department of Financial Services appointed contact, and may result in a contract amendment.

6.B.2 Ownership of Test Items

The Bureau owns all testing items and will retain ownership of test items transferred to the Contractor for custodial purposes and item banks developed for the program area. The Bureau shall continue to maintain exclusive ownership of the items developed, item bank(s), examination forms, examinations, and all related materials developed for use in fulfilling the requirements of this Contract.

6.B.3 Test Development Consultant and Access to Exam Statistics

During the term of the Contract, the Contractor will provide Test Publishing assistance to convert the Bureau's exam files into a test format that can be administered via the Contractor's computer-based test delivery system. The Contractor will also be required to make available exam and item level statistics accessible from the Contractor's online reporting system.

6.B.4 Examination Development

The questions for the examinations shall be developed from the outlines, prior test banks, and job performance requirements that will be provided by the Bureau.

6.B.5 Scheduling Examinations and Exam Administration

- The Bureau will be responsible for advising the candidate of initial examination eligibility. Candidates who fail the exam must obtain authorization from the Bureau before an exam can be scheduled again. Authorizations from the Bureau are valid for twelve (12) months from the date of eligibility.
- The Bureau will provide to the Contractor a weekly roster in an electronic flat file format to the Contractor of any new applicants approved for testing.
- The Bureau will be responsible for advising the candidate of initial examination eligibility.
- Candidates who are absent from or late to an examination and have not changed or canceled the reservation according to the Change/Cancel Policy will not be able to reschedule without authorization from the Bureau. Candidates will be required to pay again for the exam.
- Candidate must request and be granted approval by the Bureau to take an exam outside of the State of Florida.
- After each authorization, the Contractor will be fully responsible for scheduling exams and notifying candidates of examination dates, times, and places in accordance with the Contractor's Response. The Contractor must perform these services both online and by phone. Once an examination date and time have been scheduled, the Contractor must provide confirmation of the information to the candidate by electronic notification. The Contractor must schedule eligible examination candidates within five (5) Calendar Days

from the date the candidate contacts the Contractor. The Contractor must immediately act upon verbal requests to cancel or suspend a scheduled examination when requested by authorized staff of the Bureau. Additionally, the Contractor will continue to respond to a written request from authorized Bureau staff to cancel or suspend a scheduled examination.

- The candidate must be identified by name (last name, first name, middle initial, if any), student identification (ID) number, and date of birth and show (1) government-issued, with photo before exam administration.
- The Contractor must provide scratch paper to candidates for all exams.
- The Contractor will not be required to collect any documents or provide any documents to the candidates at the testing center.

The candidates for Contractor I, II, III, IV, and V exams must bring their own books to use during testing. For Portable Extinguisher Licensee and Permittee or Pre-Engineered Systems Licensee and Permittee exams, candidates are not permitted to bring calculators or any reference materials.

6.B.6 Fee Collection

The Bureau will collect the statutorily established examination fees from the candidates, and upon the Bureau's receipt of the Contractor's invoice, the Bureau will remit payment in the amount of \$44.00 per exam, in accordance with Attachment 1, Section 12, Payment Process, for each exam administered for the Bureau. The Contractor's invoice must include the number of tests given each month and the per-test amount. A spreadsheet listing exam type, name, and address of each candidate will accompany each invoice. The spreadsheet shall also indicate whether the exam is a complementary review or an examination.

The Contractor must send an original invoice to the Bureau's Contact Person no later than the 10th day of the month. The invoice must identify the number of exam results delivered and number of "no-shows," together with the student identification number that's associated with the specific test result or "no-show." The Bureau will pay the Contractor for exams delivered the previous month by or before the 14th of the following month.

6.B.7 Percentage Scores and Score Reporting

<u>Exam Name</u>	<u>Total Questions/Pass%</u>	<u>Active Forms</u>	<u>Exam time (Minutes)</u>
Contractors I	100/70%	2	150
Contractors II	100/70%	1	150
Contractors III	100/70%	1	150
Contractors IV	100/70%	2	60
Contractors V	100/70%	1	150
Portable Extinguisher Licensee	100/70%	2	120
Pre-Engineered systems Licensee	100/70%	2	120
Portable Extinguisher Permittee	100/70%	2	120
Pre-Engineered Systems Permittee	100/70%	1	120

The Contractor must provide the total score per exam and one score for each part of the exam. The Contractor will provide a pass/fail score report for each candidate and instructions on how to proceed.

6.B.8 Exam Review

- The Contractor will provide candidates one half the regular exam time to review the exam taken.
- The candidates shall be allowed to register online using their IDs and passwords to schedule an exam review for all tests. If requested, these tests can be reviewed once per test type only.

- Candidates must schedule and complete an exam review no later than ten (10) days prior to retaking their exam.
- Candidates can review their exam if they have not retested or are scheduled to take that exam.
- Candidates will only be allowed to review the last test taken once and can be reviewed at any of the Contractor's testing centers in Florida.
- The Contractor will only show questions answered incorrectly.
- The candidate will not be charged to review the exam.

6.B.9 Data Analysis Reports

Upon request and notice of at least five (5) business days from the Bureau, the Contractor will provide data analysis reports concerning the pass/fail percentage for individual questions on all Bureau exams.

6.B.10 Result Reporting and Data Transmission

The Contractor will provide an on-demand pass/fail report via web to the Bureau. The report will include the date of birth, last and first name, email address, phone number, and application number of each candidate. The Contractor will provide on-demand pass/fail by form, invoice summary report, and invoice detail via web to the Bureau. Data transmission of incoming authorization file(s) will occur weekly via FTP at 6:00am and outgoing results file(s) will be on the first Thursday of each month via Contractor Secure E-mail at 5:00pm.

6.B.11 Candidate Information Document and Bureau Contact Information

The Contractor will on its website provide a link to the Bureau website to include the Bureau's logo and contact information for candidates (i.e., phone number, call center hours of operation).

6.B.12 Contract Variance

Any and all notices pertaining to variances in the scope of services defined herein shall be delivered to a designated point of contact in the Bureau and the Florida Department of Financial Services.

6.B.13 Communications

All email communications directed to the Bureau must be sent to the Bureau's contract manager and alternate contract manager. Any telephone communications directed to the Bureau may be directed to either Bureau's contract managers.

6.C Division of State Fire Marshal, Bureau of Fire Standards and Training

The following additional requirements are specific to the administration of the Division of State Fire Marshal, Bureau of Fire Standards and Training's examination program:

6.C.1 Test Development

- The Bureau will provide the Contractor with all test items. Any changes to test items (i.e., test bank questions) will be provided to the Contractor. The Contractor will then make the necessary changes to the test banks.
- Questions that are reviewed by a candidate shall be sent electronically to the Bureau for review.
- Upon request and notice of at least five (5) Business Days from the Bureau, the Contractor must provide to the Department supervised access to review the Department's examinations and item banks for validity and nonbiased nature of the examination and item banks.
- The Contractor must use new examination forms that incorporate any changes mandated by legislative decisions. As determined by the Bureau if there are other changes needed to be made at any time during the term of the Contract, the Contractor will use its reasonable efforts to respond to such request upon reasonable notification from the Bureau.

- The Contractor will host if requested by the Bureau, at the Contractor's expense, a virtual examination review workshop once every two (2) years at a time and date mutually agreed upon by the Bureau and the Contractor. The Contractor will provide all meeting information to attendees at least one (1) month prior and supply all information necessary to produce and/or aid in test development, test revisions, measurement research, and evaluation.
- The fee for any new exams requested by the Division above and beyond those currently in administration will be negotiated between the Contractor, the Department of Financial Services appointed contact, and the vendor, and may result in a contract amendment.

6.C.2 Ownership of Test Items

The Bureau has ownership of all testing items and retains ownership of all test items transferred to the Contractor for custodial purposes and item banks developed for the program area. The Bureau shall continue to maintain exclusive ownership of the items developed, item bank(s), examination forms, examinations for use in fulfilling the requirements of this Contract upon execution.

6.C.3 Test Development Consulting and Access to Exam Statistics

During the term of the Contract, the Contractor will provide Test Publishing assistance to convert the Bureau's exam files into a test format that can be administered via the Contractor's computer-based test delivery system. The Contractor will also be required to make available exam and item level statistics accessible from the Contractor's online reporting system.

6.C.4 Examination Development

The questions for the examinations shall be developed from the outlines, prior test banks, and job performance requirements that will be provided by the Bureau.

6.C.5 Scheduling Examinations and Exam Administration

On a daily basis, the Bureau shall provide to the Contractor a roster electronically of any new applicants approved for testing.

- The Bureau will be responsible for advising the candidate of initial examination eligibility, and the Contractor will send a notification to the candidate regarding their eligibility status after receiving an authorization file from the Bureau. Candidates who fail the exam must be re-authorized by the Bureau before they are permitted to schedule it again. Authorizations from the Bureau are valid for six (6) months from the date of eligibility.
- Candidates who are absent from or late to an examination and have not changed or canceled the reservation according to the Change/Cancel Policy will not be able to reschedule without obtaining authorization. Candidates will be required to pay again for the exam.
- The candidate must be identified by name (last name, first name, middle initial, if any), student identification (ID) number, and date of birth and show one (1) government-issued, with photo before exam administration.
- The Contractor is allowed to edit candidate information only in instances where a discrepancy results from a transposed letters or only when at least one (1) other validation component matches the DOB (e.g., First Name and DOB or Last Name and DOB).
- The Contractor will not be required to collect any documents or provide any documents to the candidates at the testing center.
- The Contractor will provide scratch paper to candidates for all exams. Non-programmable calculators are needed for the Pump Operator and Portable Fire Extinguisher Permittee and Licensee Exam only.
- Candidates will be required to bring their own books for the following examinations:

Exam Title	Items to be allowed during Examination
Inspector Test	Florida Fire Prevention Code Book; NFPA I or NFPA 101
Live Fire Instructor	NFPA 1402/1403
Portable Fire Extinguisher Permittee/Licensee	NFPA 10 '07, 10', 13 and '18 editions, Chapter 633-Fire Prevention and Control (Statutes) and Fire Ext. Tech-Support Document Package
Instructor III/Fire Program Manager	Florida Statute 633 and Florida Administrative Code (Rule) 69A
Hazardous Materials Awareness & Operations	Emergency Response Guide (ERG)published by the U.S. Department of Transportation (any edition)

6.C.6 Fee Collection

The Contractor will collect from the candidate the exam fees identified below:

Exam Title	Exam Fee
Fire and Life Safety Educator	\$44
Fire Investigator	\$44
Fire Officer I	\$44
Fire Officer II	\$44
Fire Officer III	\$44
Firefighter I	\$44
Firefighter II	\$44
Firefighter II Accreditation	\$44
Fire Safety Inspector	\$44
Hazardous Materials Awareness & Operations	\$44
Hazardous Materials Tech	\$44
Instructor I	\$44
Instructor II	\$44
Instructor III	\$44
Live Fire Instructor I	\$44
Pro Board Inspector	\$44
Pump Operator	\$44
Safety Officer	\$44

6.C.7 Percentage Scores and Score Reporting

Exam Name	Total Questions/Pass%	Exams (consisting of system generated random questions)	Exam time (Hours)
Firefighter II	100/70%	1	2
Firefighter II Retest			2
Florida Fire Officer I	100/70%	1	2
Florida Fire Officer I Retest	100/70%	1	2
Florida Fire Officer II	100/70%	1	2
Florida Fire Officer II Retest	100/70%	1	2
Special Chief Certification Fire Officer I	100/70%	1	2
Fire Safety Inspector	100/70%	1	2
Fire Safety Inspector Renewal Exam Application	100/70%	1	2
Fire Safety Inspector Retest	100/70%	1	2
Instructor I	100/70%	1	2
Instructor II	100/70%	1	2
Instructor I Retest	100/70%	1	2
Instructor II Retest	100/70%	1	2
Instructor III	- 100//70%	1	2

Instructor III Retest	-100/70%	1	2
Live Fire Training Instructor I	100/85%	1	2
Live Fire Training Instructor I Retest	100/85%	1	2
Fire and Life Safety Educator	100/70%	1	2
Fire and Life Safety Educator Retest	100/70%	1	2
Fire Investigator I	100/70%	1	2
Fire Investigator I Retest	100/70%	1	2
Hazardous Materials Technician	100/70%	1	2
Hazardous Materials Technician Retest	100/70%	1	2
Pump Operator	100/70%	1	2
Pump Operator Retest	100/70%	1	2
Portable Extinguisher Licensee	100/70%	1	2
Portable Extinguisher Licensee Retest	100/70%	1	2
Portable Extinguisher Permittee	100/70%	1	2
Portable Extinguisher Permittee Retest	100/70%	1	2
Pre-Engineered Systems Licensee	100/70%	1	2
Pre-Engineered Systems Licensee Retest	100/70%	1	2
Hazardous Materials Awareness & Operations-PRO Board	100/70%	1	2
Hazardous Materials Awareness & Operations Retest-PRO Board	100/70%	1	2
Fire Officer I-PRO Board	100/70%	1	2
Fire Officer II-Pro Board	100/70%	1	2
Fire Officer III-Pro Board	100/70%	1	2
Fire Officer I Retest-Pro Board	100/70%	1	2
Fire Officer II-Retest-Pro Board	100/70%	1	2
Fire Officer III-Retest-Pro Board	100/70%	1	2
Fire Inspector I-Pro Board	100/70%	1	2
Fire Inspector II-Pro Board	100/70%	1	2
Plan Examiner-Pro Board	100/70%	1	2
Fire Prevention Specialist	100/70%	1	2
Fire Safety Inspector II	100/70%	1	2
Fire Investigator II	100/70%	1	2
Fire Investigator II Retest	100/70%	1	2

The Contractor must provide the total score per exam and one score for each part of the exam. The Contractor will provide a pass/fail score report for each candidate and instructions on how to proceed.

6.C.8 Exam Review

- The Contractor will provide candidates one half the regular exam time to review the exam taken.
- The candidates shall be allowed to register online using their IDs and passwords to schedule an exam review for all tests. If requested, these tests can be reviewed once per test type only.
- Candidates must schedule and complete an exam review no later than ten (10) days prior to retaking their exam.
- Candidates can review their exam as long as they have not retested or are scheduled to take that exam.

- Candidates will only be allowed to review the last test taken once and can be reviewed at any of the Contractor's testing centers in Florida.
- The Contractor will only show questions answered incorrectly.
- The candidate will not be charged to review the exam.

6.C.9 Data Analysis Reports

Upon request and notice of at least five (5) business days from the Bureau, the Contractor will provide data analysis reports concerning the pass/fail percentage for individual questions on all Bureau exams.

6.C.10 Result Reporting and Data Transmission

The Contractor will provide an on-demand pass/fail report via web to the Bureau. The report will include the date of birth, last and first name, email address, phone number, and application number of each candidate. The Contractor will provide on-demand pass/fail by form via web to the Bureau. Data transmission of incoming authorization file(s) will occur daily via FTP at 6:00am and outgoing results file(s) will occur daily via FTP at 3:00pm.

6.C.11 Candidate Information Document and Bureau Contact Information

The Contractor will on its website provide a link to the Bureau website to include the Bureau's logo and contact information for candidates (i.e., phone number, call center hours of operation).

6.C.12 Communications

All email communications directed to the Bureau must be sent to the Bureau's contract manager and alternate contract manager. Any telephone communications directed to the Bureau may be directed to either Bureau's contract manager.

7. Department's Responsibilities

The Department shall assign a Contract Manager who shall be responsible for the review and management of the Contract for the Department and who shall serve as a liaison between Department and the Contractor. The Contract Manager shall maintain a record of each occurrence that the Contractor has failed to meet any of the requirements of this SOW. The Department's Contract Manager will be responsible for reviewing the Contractor's performance, approving deliverables and payment of invoices as described in Section 5.

8. Miscellaneous Contract Terms.

- Termination for Convenience.** The Department may, in its sole discretion, terminate the Contract at any time by giving 60 days' written notice to the Contractor.
- Transition Plan.**
Within two (2) weeks of the Notice of Intent to Award announcement, the Contractor must submit a transition plan which outlines in detail the process in which required services listed in the Statement of Work will be transitioned to a new contractor and how they will implement the transition in the event a new contractor is awarded the contract.
- PUR 1000.** The following provisions found in Attachment 4, PUR 1000, General Contract Conditions, are not applicable to this Contract:
 - Section 3.b.vi., Survivability
 - Section 5.e.iii., E-Verify
 - Section 8.a., Dispute Resolution.
 - Section 8.d., Jury Waiver.
- Information Technology Solutions.** If applicable, any information technology solutions provided under this Contract must comply with Rule Chapter 60-GG, Florida Administrative Code, regarding usage of identity management platforms for accessing its services offered under the Contract.

e. Bond.

The Contractor shall provide the Department with a performance bond acceptable and payable to the Department for \$500,000 that will guarantee performance of the Contract during the entire Contract period and shall include, but not be limited to payment to the Department for the reimbursement of incidental costs incurred by the Department for the scheduling of candidates, preparation and administration of the examination, and other services required by this Contract. This bond shall be issued from a reliable surety company, licensed to do business in the state of Florida and approved by the U.S. Department of Treasury.

The performance bond shall be executed and furnished to the Department prior to Contract execution and no later than twenty (20) Calendar Days after the ending date of the period for posting the intended award decision, unless the Department extends the time in writing. Failure to provide the required performance bond to the Department within the aforementioned timeframe will void the intended awardee's Response and the Department will proceed in contracting with the next highest scoring Respondent.

The performance bond shall remain in effect until the Contractor has supplied all deliverables under the Contract and the Contractor's final invoice is accepted by the Department. Additionally, the Contractor shall require that all subcontractors comply with all provisions of this bond requirement to the extent of their performance.

The following provisions shall apply to the bond in this Section:

1. The Department shall be named as the beneficiary of the bond. The Contractor's bond shall provide that the insurer or bonding company shall pay losses suffered by Department directly to the Department. The Contractor or its insurer shall provide the Department with thirty (30) days prior written notice that the bond(s) has been renewed together and of any attempt to cancel or to make any other material changes in the status, coverage or scope of the required bond or of Contractor's failure to pay bond premiums.
2. Each surety bond shall be payable to the Department, or available to be drawn upon by it upon failure of the Contractor to perform pursuant to this Contract.
3. If a disbursement is made under the surety bond, it shall be the obligation of Contractor, and not the Department, to reimburse the provider of the instrument.
4. To be acceptable to the Department as surety for a performance bond, the surety company shall:
 - i. Have a currently valid Certificate of Authority, issued by the state of Florida, Department of Financial Services, authorizing it to write surety bonds in the state of Florida
 - ii. Have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
 - iii. Be in full compliance with the provisions of the Florida Insurance Code
 - iv. Have a minimum Best's Policyholder Rating of A- or Performance Index Rating of VI from Best's Key Rating Guide.

In lieu of a performance bond, the Contractor may provide an irrevocable letter of credit acceptable to the Department and payable to the Department for \$500,000 that will guarantee performance of the Contract during the entire Contract period and shall include, but not be limited to payment to the Department for the reimbursement of incidental costs incurred by the Department for the scheduling of candidates, preparation and administration of the examination, and other services required by this Contract. This irrevocable letter of credit shall be issued, to the extent applicable, under the same terms as the performance bond.



**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES**

**ATTACHMENT 4
PUR 1000, General Contract Conditions**

[Cover Page]

General Contract Conditions

Contents

1. Definitions.
2. Contract Formation and Amendment.
3. Contract Construction and Administration.
4. Contract Term, Suspension, and Termination.
5. Performance.
6. Inspection.
7. Payment.
8. Disputes and Liabilities.
9. Compliance with Laws.
10. Public Records.
11. Security and Confidentiality.
12. Cooperative Purchasing.

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

- (a) “Attachments” means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.
- (b) “Business Days” means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes (“F.S”).
- (c) “Contract” means the legally enforceable agreement between the Customer and Contractor to which this PUR 1000 form is attached, including all Attachments thereto. This term encompasses both written agreements and purchase orders, as each is defined in Rule 60A-1.001, Florida Administrative Code (“F.A.C.”).
- (d) “Contractor” means the person or entity that is a party to the Contract and is providing Products to the Customer.
- (e) “Customer” means the agency, as defined in section 287.012, F.S., that is a party to the Contract. For purchases off a term contract, as defined in section 287.012, F.S., this term also includes the eligible user, as defined in Rule 60A-1.001, F.A.C, that is a party to the Contract.
- (f) “Product” means any deliverable under the Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. “Product” does not include, and no State funding under the Contract is being provided for, promoting, advocating for, or providing training or education on “Diversity, Equity, and Inclusion” (“DEI”). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual’s action is inherently, unconsciously, or implicitly biased on the basis of such classification.

(g) "State" means the State of Florida.

2. Contract Formation and Amendment.

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

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

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

3. Contract Construction and Administration.

- a. Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Contract; (ii) an agreement, instrument, or other document means such agreement, instrument,

or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. Unless the context requires otherwise, whenever the singular is used in the Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "\$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

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

b. Administration.

- i. Execution in Counterparts. If the Contract is a written agreement as defined in Rule 60A-1.001, F.A.C., it may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.
- ii. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract. If the Contract is a purchase order, as defined in Rule 60A-1.001, F.A.C., the Contractor warrants that the individual established to receive the purchase order is authorized to do so and to bind the Contractor to the terms of the Contract.
- iii. Notices. Where the term "written notice" is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile (with confirmation of receipt) or email (with confirmation of receipt); (iii) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iv) on the date actually received except where there is a date of the certification of receipt.

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

- iv. Severability. If a court deems any non-material provision of the Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.
- v. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under the Contract will not constitute or be deemed a waiver of the Customer's right

thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

- vi. **Survivability.** The Contract and any promises, covenants, and representations made herein are binding upon the parties hereto and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Contract, including without limitation, the obligations regarding overpayments, confidentiality, indemnity, proprietary interests, and public records, will survive termination or expiration of the Contract.
- vii. **Third Party Beneficiaries.** The parties acknowledge and agree that the Contract is for the benefit of the parties hereto and any permitted assignee. The Contract is not intended to confer any legal rights or benefits on any other party.

4. Contract Term, Suspension, and Termination.

- a. **Term.** The initial term of the Contract will be as indicated in the Contract. The Customer, in its sole discretion, may renew the Contract, in whole or in part, for a period that may not exceed three (3) years or the initial term of the Contract, whichever is longer, by providing written notice to the Contractor. If the Contract was awarded pursuant to a competitive solicitation, as defined in section 287.012, F.S., the pricing for the renewal period will be as set forth in the Contractor's response to the competitive solicitation. No costs may be charged for the renewal, and the renewal is contingent upon satisfactory performance evaluations and subject to availability of funds. Exceptional purchase contracts pursuant to sections 287.057(3)(a) and (c), F.S., may not be renewed.
- b. **Suspension of Work.** The Customer may, in its sole discretion, suspend any or all activities under the Contract, at any time, when in the best interests of the Customer to do so. The Customer shall provide the Contractor written notice outlining the particulars of the suspension. Examples of the reason for suspension include budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall cease performance to the extent required by the notice. Within ninety (90) calendar days of the suspension, or any longer period agreed to by the Contractor, the Customer shall either (i) issue a notice authorizing the resumption of performance, at which time the Contractor shall resume activity; or (ii) terminate the Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.
- c. **Termination.**
 - i. **Termination for Convenience.** The Customer, by written notice to the Contractor thirty (30) calendar days in advance, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the Customer's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits.

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

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

- iii. Termination for Non-Compliance with E-Verify. Pursuant to section 448.095(5)(c)1., F.S., the Customer shall terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Customer has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Customer shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- iv. Termination Related to Statutory Certifications. At the Customer's option, the Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Contract based on the statutory provisions referenced therein.
- v. Termination for Refusing Access to Public Records. In accordance with section 287.058(1)(c), F.S., the Customer may unilaterally terminate the Contract if the Contractor refuses to allow public access to all documents, papers, letters, or other

material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and section 119.07(1), F.S.

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

5. Performance.

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

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

- b. Further Assurances. The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Contract, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Contract and to carry out its provisions. The Customer is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.
- c. Assignment. The Contractor shall not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Customer. However, the Contractor may waive its right to receive payment and assign the same upon written notice to the Customer. In the event of any assignment, the Contractor remains secondarily liable for the performance of the Contract, unless the Customer expressly waives such secondary liability in writing. The Customer may assign the Contract with prior written notice to the Contractor of its intent to do so.
- d. Employees, Subcontractors, and Agents.
 - i. Subcontracting. The Contractor is solely responsible for ensuring that any subcontractor(s) utilized perform in accordance with the Contract, and the Contractor

acknowledges that it will not be released of its contractual obligations to the Customer because of any subcontract. The use of the term “subcontractor” may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Contract.

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

- ii. **Qualifications and Access.** All Contractor employees, subcontractors, or agents performing work under the Contract must be properly trained technicians who meet or exceed any specified training qualifications. Upon request, the Contractor shall furnish a copy of technical certification or other proof of qualification. All Contractor employees, subcontractors, or agents performing work under the Contract shall comply with all Contract terms and controlling laws and regulations relevant to the work being performed. The Customer may either conduct, and the Contractor shall cooperate in, or require the Contractor to conduct, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The Customer may refuse access to, or require replacement of, any employee, subcontractor, or agent for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Customer’s security or other requirements. The Customer may reject and bar from any facility for cause any of the Contractor’s employees, subcontractors, or agents.
- iii. **E-Verify.** The Contractor shall comply with section 448.095, F.S., including the obligation to register with and use the U.S. Department of Homeland Security’s (DHS) E-Verify system to verify the work authorization status of all new employees of the Contractor.
- iv. **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Customer or State and are not entitled to any benefits of Customer or State employees. The parties shall take all actions necessary to ensure that Contractor’s employees, subcontractors, and other agents are not construed as such. Such actions include ensuring that Contractor’s employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers’ compensations, and unemployment) from an employer other than the Customer or State. Neither the Customer nor the State will be bound by any acts or

conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Contract.

- e. Transportation and Delivery. Unless otherwise specified, prices listed in the Contract for commodities include all charges for packing, handling, freight, distribution, and inside delivery. Transportation must be FOB Destination to any point within thirty (30) calendar days after the Customer places an order. The Contractor, within five (5) Business Days after receiving an order, shall notify the Customer of any potential delivery delays. Evidence of inability to timely deliver or intentional delays will be considered a material breach of the Contract.
- f. Packaging. Tangible Products must be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging will become and remain the Customer's property.
- g. Installation. Where installation is required under the Contract, the Contractor shall be responsible for placing and installing the Product in the required locations at no additional charge, unless otherwise specified in the Contract. The Contractor's authorized Product and price list must clearly and separately identify any additional installation charges. All materials used in the installation must be of good quality and free of defects that would diminish the Product's appearance or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the Product in the proper location. The Contractor shall protect the site from damage and shall repair damages or injury caused during installation, unless caused by the Customer. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. The Contractor shall perform installation work to cause the least inconvenience and interference with the Customer's use of the site and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work must be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.
- h. Risk of Loss. Until acceptance, the risk of loss or damage will remain with the Contractor. The Contractor shall file, process, and collect all damage claims. To assist the Contractor with damage claims, the Customer shall (i) record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; (ii) report damages to the carrier and the Contractor; and (iii) provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. If the Customer rejects a Product, the Contractor shall remove it from the premises within ten (10) Business Days after notification of rejection. Upon rejection notification, the risk of loss of a rejected or non-conforming Product will remain with the Contractor. Rejected Product not removed by the Contractor within ten (10) Business Days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of it as its own property. The Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of a rejected Product.
- i. Literature. Upon request, the Contractor shall furnish literature reasonably related to the

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

- j. Product Version. The Contract will be deemed to reference a manufacturer's most recently released model or version of the Product at the time of the order unless the Customer specifically requests in writing an earlier model or version and the Contractor is willing to provide such model or version.
- k. Real Property. Pursuant to section 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Contractor granting to the State a security interest in the property at least to the amount of State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.
- l. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). In accordance with section 946.515(6), F.S., if the Contractor is a private contract vendor and if a product or service required for the performance of the Contract is certified by or is available from PRIDE and has been approved in accordance with section 946.515(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

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

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, F.S.; IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), F.S.; AND FOR PURPOSES OF THIS CONTRACT, THE PERSON, FIRM OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS

DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

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

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

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

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

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

6. Inspection.

- a. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any

reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

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

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

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

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

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

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

7. Payment.

- a. Annual Appropriations. Pursuant to section 287.0582, F.S., the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
- b. Invoicing and Payment. The Contractor shall include the Contract number and vendor identification information on all invoices. The Customer may require any other information from the Contractor that it deems necessary to verify any charges shown on the invoice,

including detail sufficient for a proper preaudit or post-audit for such bills pursuant to section 287.058(1)(a), F.S.

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

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

- c. Overpayments. The Contractor shall return any overpayments, including those due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Customer. The Contractor shall return any overpayment within forty (40) calendar days after the earlier of: (1) discovery by the Contractor (including discovery by its independent auditor, if any), or (2) notification by the Customer of the overpayment.
- d. Transaction Fee. The State, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), F.S. All payments issued by agencies to registered vendors for purchases of commodities or contractual services under Chapter 287, F.S., shall be assessed a transaction fee of one percent (1.0%) of the total amount of the payments received from the State or eligible users, as prescribed by Rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the transaction fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Customer will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the transaction fee or reporting of payments, which may subject the vendor to being suspended from business with the State.
- e. Taxes. The Customer, as a governmental entity of the State, does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The Customer will not pay for any personal property taxes levied on the Contractor or any taxes levied on employees' wages. The Customer will explicitly note any exceptions to this paragraph in the Contract.
- f. Leases and Installment Purchases. In accordance with section 287.063, F.S., if the Contract provides for a lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017, F.S., then the Customer's obligations under the Contract are contingent upon approval of the Contract by the Chief Financial Officer, as defined in section 17.001, F.S.
- g. Travel. Pursuant to section 287.058(1)(b), F.S., if travel is authorized under the Contract, the Contractor shall submit such in accordance with section 112.061, F.S., except that the Customer may establish rates lower than the maximum provided in section 112.061, F.S.

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

8. Disputes and Liabilities.

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

- i. Dispute Resolution Process.

- (a) Contract Manager Review. The parties shall resolve disputes through the submission of their dispute to the Customer's Contract Manager, who shall reduce a decision to writing and furnish a copy to each party within ten (10) Business Days from the date that the Customer's Contract Manager receives the dispute. The Customer's Contract Manager's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Customer's Contract Manager's decision. If a party disagrees with the Customer's Contract Manager's decision, the party may proceed to subsection (b) below.
 - (b) Meeting between the Principals. If either party disagrees with the Customer's Contract Manager's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Customer, the Customer head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10) Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting. If the meeting between the principals fails to resolve the disagreement, the parties shall proceed to subsection (c) below.
 - (c) Mediation. Prior to initiating any litigation, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Customer's Contract Manager's decision, then either party may commence litigation.

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

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

nonperformance by the Contractor may be deemed to be an unexcused breach of the Contract which is separate and apart from any other dispute.

- b. Governing Law and Venue. The Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the Contract terms.
- c. Remedies Cumulative. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.
- d. **JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE CONTRACT OR ITS SUBJECT MATTER.**
- e. Insurance Requirements.
 - i. Coverages.
 - (a) In General. During the Contract term, the Contractor shall, at its sole expense, provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract.
 - (b) Workers' Compensation Insurance. The Contractor shall maintain Workers' Compensation insurance as required by State law; to the extent that any work required by the Contract will be performed outside of the State, the Contractor shall maintain Workers' Compensation Insurance as required by that jurisdiction. If work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor shall provide adequate insurance, satisfactory to the Customer, for the protection of employees not otherwise protected.
 - ii. Terms.
 - (a) In General. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide the Customer with certificate(s) of insurance. The limits of coverage under each policy maintained by the Contractor will not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies must be through insurers authorized or eligible to write policies in the State or through a self-insurance program established and operating under the laws of the State. The Contractor shall notify the Customer sixty (60) calendar days before any policy is canceled or terminated. All insurance policies must also provide that the insurer notifies the Customer if the policy is cancelled.
 - (b) No Loss Deductible Clause. The Customer will be exempt from, and in no way

liable for, any sums of money that may represent a deductible in any insurance policy. The Contractor shall be solely responsible for payment of such deductible.

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

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

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

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

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

9. Compliance with Laws.

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

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

- b. Lobbying and Integrity. The Contractor shall not use funds provided under the Contract in a manner that violates the provisions of sections 11.062 and 216.347, F.S. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract during the Contract's term. In addition to any [6/7/21](#) applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercises of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
- c. Accessibility Requirements. If the Products to be provided include an information technology system that is accessed by the public or State employees, the Contractor shall comply with section 508 of the Rehabilitation Act of 1973, as amended and 29 U.S.C. s. 794(d), including the regulations set forth under 36 C.F.R. part 1194. Section 282.601(1),

F.S., states that “state government shall, when developing, competitively procuring, maintaining, or using electronic information or information technology acquired on or after July 1, 2006, ensure that State employees with disabilities have access to and are provided with information and data comparable to the access and use by State employees who are not individuals with disabilities.”

10. Public Records.

- a. General Record Management and Retention. The Contractor shall retain sufficient records to substantiate claims for payment under the Contract and shall retain all other records that were made in relation to the Contract for the longer of five (5) years after the expiration of the Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>.
- b. Identification and Protection of Confidential Information. Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of “public record.” As such, records submitted to the Customer (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Customer (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law (“Confidential Information”), the Contractor shall mark as “confidential” each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Customer (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as “confidential,” or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Customer (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record “confidential” and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Customer (or any other State agency).

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

section 119.07(1), F.S., or other applicable law and an order prohibiting the Customer from publicly disclosing the information. The Contractor shall provide written notice to the Customer of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Customer may release the unredacted copy of the record to the requestor without liability.

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

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

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

- c. Public Records Requirements Pursuant to Section 119.0701, F.S. Solely for the purpose of this section, the Customer’s Contract Manager is the agency custodian of public records. If, under the Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:
 - i. Keep and maintain public records required by the Customer to perform the service.
 - ii. Upon request from the Customer’s custodian of public records, provide the Customer

with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the Contract if the Contractor does not transfer the records to the Customer.
 - iv. Upon completion of the Contract, transfer, at no cost, to the Customer all public records in possession of the Contractor or keep and maintain public records required by the Customer to perform the service. If the Contractor transfers all public records to the Customer upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the Customer's custodian of public records, in a format that is compatible with the information technology systems of the Customer.
 - v. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED FOR THE CONTRACT MANAGER.**
- d. Advertising. Unless legally obligated, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the Customer or the State in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual entities eligible to make purchases pursuant to section 12, below, or authorized distributors, dealers, resellers, or service representatives.

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

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

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

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



**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES**

**ATTACHMENT 5
Data Security Requirements**

1. Definitions.

For the purposes of Attachment 5, Data Security Requirements, the following terms are defined as set forth below:

- a. Business Days – Monday through Friday, inclusive, except for holidays identified in section 110.117, Florida Statutes (F.S.), or emergencies identified by the Department’s Contract Manager.
- b. Calendar Days – All days, including weekends and holidays.
- c. Cloud Computing – A service, solution, or option as defined in 60GG-4.001, Florida Administrative Code (F.A.C.).
- d. Cloud Service Provider – Person, organization, or entity responsible for making a cloud computing service, solution, or option available to a consumer.
- e. Contractor – The entity selected to provide goods or services to the Department and its employees, officers, subcontractors, agents, representatives, distributors, and resellers.
- f. Data-at-Rest – Stationary electronic or digital Open Data and Non-Open Data stored in any digital form or medium.
- g. Department – The Department of Financial Services, an agency of the State.
- h. Breach – A confirmed event that compromises the confidentiality, integrity, or availability of information or data.
- i. Non-Open Data – Any data that is in the possession or under the control of the State or the Contractor that is confidential information exempt from public disclosure pursuant to Chapter 119, Florida Statutes, (F.S.) (Public Records); personal information enumerated in section 501.171(1)(g), F.S. (Consumer Protection); and/or any data that is restricted from public disclosure based on federal or state laws and regulations, including, but not limited to, those related to privacy, confidentiality, security, personal health, business or trade secret information, and exemptions from state public records laws. Non-Open Data also includes data that any state agency, the Department of Legal Affairs, the Department of Financial Services, or the Department of Agriculture and Consumer Services is statutorily authorized to assess a fee for its distribution.
- j. Open Data – Any and all data meeting the definition of “Open data” in section 282.0041, F.S. (Communications and Data Processing).
- k. State – The State of Florida.

2. Data Security.

- a. The Contractor shall meet or exceed the National Institute of Standards and Technology (NIST) Framework for Improving Critical Infrastructure Cybersecurity, Version 1.1, as detailed in Rule Chapter 60GG-2, F.A.C.
- b. The Contractor shall comply with section 501.171, F.S. (Consumer Protection), to protect and secure Non-Open Data.
- c. If a breach of Non-Open Data occurs, the Contractor shall provide notice to the Department as expeditiously as practicable, but no later than thirty (30) Calendar Days after the determination of the breach or reason to believe a breach occurred. Notice must be provided to the Department’s Security Operations, Office of Information Technology, via email to DFS-SecurityOpsAlerts@myfloridacfo.com and via telephone at (850) 413-2231.
- d. If the Contractor is a Cloud Service Provider, the Contractor shall engage a certified public accounting firm on an annual basis, at no cost to the Department, to perform a Statement on Standards for Attestation Engagements SSAE 18 SOC 2 Type II audit in accordance with the professional standards established by the American Institute of Certified Public Accountants (AICPA) for all systems used to comply with data security obligations under this Contract. The Contractor shall ensure the Department’s Contract Manager’s receipt of the annual audit report in Adobe Acrobat PDF (.pdf) format, within ten (10) Business Days of the Contractor’s receipt of the report from

the auditor. The Department's expectation is that all audits conducted will find the Contractor in full compliance with all data security standards. If an auditor notes any exceptions or deficiencies the Contractor shall provide its audit response and identify any correctable items to the Department.

3. Disclosure Restrictions.

The Contractor shall not divulge to any third party any Non-Open Data obtained by the Contractor in the course of performing its contracted work unless required by law or legal process, and only after notice to the Department. The Contractor will not be required to keep confidential any information that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's Non-Open Data, or information that is otherwise obtainable under State law as a public record.

4. Data Access and Storage.

- a. No Data-at-Rest will be stored outside of the continental United States of America regardless of method or medium, except as required by law or approved in writing by the Chief Financial Officer (CFO) or the CFO's designee, pursuant to 60GG-4.002, F.A.C.
- b. Access to Non-Open Data will only be available to personnel with a legitimate business need who are approved and authorized by the Department.
- c. Remote access to data other than Open Data from outside of the continental United States is prohibited unless approved in writing by the CFO or the CFO's designee, pursuant to 60GG-4.002, F.A.C.
- d. Requests for remote access shall be submitted to the Department's Contract Manager. With approval from the Department, third parties may be granted time-limited remote access to IT resources as necessary for the fulfillment of related responsibilities. Remote connections are subject to detailed monitoring via two-way log reviews and the use of other tools. When remote access is no longer needed, the Contractor shall notify the Department's Contract Manager, and access shall be promptly removed when no longer appropriate.
- e. If required by the Department, the Department will escort any remote support access and maintain visibility of the Contractor actions during remote support sessions.

5. Data Encryption and Protection.

The Contractor shall encrypt all data transmissions (e.g., "data-in-transit") containing Non-Open Data using industry-accepted methods and best practices, pursuant to 60GG-2.003, F.A.C.

6. Breach and Liability.

The Contractor agrees to protect, indemnify, defend, and hold harmless the Department from and against any and all costs, claims, demands, damages, losses, and liabilities arising from or in any way related to the Contractor's breach of this Attachment 5 or the negligent acts or omissions of the Contractor related to this Attachment 5.

7. Separate Security Requirements.

Any Criminal Justice Information Services-specific (CJIS) and/or Health Information Portability and Accountability Act-specific (HIPAA) security requirements are attached in a separate attachment, if applicable.

8. Ownership of Non-Open Data.

Non-Open Data shall be made available to the Department upon its request, in the form and format reasonably requested by the Department. Title to all Non-Open Data will remain property of the Department and/or become property of the Department upon receipt and acceptance. The Contractor shall not possess or assert any lien or other right against or to any Non-Open Data in any circumstances.

9. Cooperation with the State and Third Parties.

The Contractor agrees to cooperate with the following entities: the State, the State's other contractors, the State's agents including properly authorized governmental entities, the State's authorized third parties such as technology staff under contract with the State, and other properly authorized individuals who directly or indirectly access Non-Open Data on behalf of any of the entities listed in this section. The Contractor shall also provide reasonable access to the Contractor's Contract personnel, systems, and facilities to these same entities, when reasonably requested by the Department. The Contractor agrees to impose these same requirements on all subcontractors providing services under this Contract.



**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES**

**ATTACHMENT 7
Mandatory Criteria Certification Form**

By submitting this form, and the PUR 7801 which appears on the next pages, the Respondent acknowledges that the Department will rely on the representations made on this form and the PUR 7801 in making its decision of award. If the Department discovers that any of the information on this form is false prior to the award of the Contract, the Department reserves the right to deem the Respondent non-responsive and cease any consideration of its Response. If the Department discovers that any information on this form is false after the award to the Respondent is made, the Department reserves the right to terminate the Contract and hold the Respondent liable for costs associated with re-procurement.

A Respondent's failure to provide the below certification for each Certification Question and/or the PUR 7801 below will result in the Respondent being deemed non-responsive. Annual resubmissions of the following attestation forms will not require a written amendment to the Contract.

As the person authorized to sign this form, I certify that the Certification Answers provided below are accurate as to the Respondent.

Respondent Name: _____

Authorized Representative: _____
Printed Name Signature Date

#	Certification Question	Certification Answer	
1.	Does the Respondent certify that the person submitting the Response is authorized to respond to this solicitation on the Respondent's behalf?	☐ Yes	☐ No
2.	Does the Respondent certify that it has met the disclosure requirements for Conflicts of Interest as outlined in Section 6 of the PUR 1001?	☐ Yes	☐ No
3.	Does the Respondent certify compliance with Section 9, Respondent's Representation and Authorization, of the PUR 1001, as modified by section 3.1, Instructions to Respondents, of the Invitation to Bid document?	☐ Yes	☐ No
4.	Does the Respondent certify that: (a) it is registered with the Florida Department of State, (b) if awarded a contract under this solicitation, it will register with the Florida Department of State prior to contract execution, or (c) it is not required to register with the Florida Department of State (see applicable sections of Title XXXVI, Business Organizations, chapters 605-623, F.S.)?	☐ Yes	☐ No
5.	Does the Respondent certify that it has not had a contract terminated pursuant to section 448.095(2)(c), F.S., by a public employer as defined in section 448.095(1)(i), F.S., within the last 1 year?	☐ Yes	☐ No

Vendor Certification Form

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

<u>Customer Indicator</u> (Required, N/A, Determined by Vendor)	<u>Vendor Indicator</u> (Certified, N/A)	<u>Certification</u>
Required	Choose an Item	Regardless of the dollar value of the goods or services provided, in accordance with the requirements of section 287.135(5), F.S., the vendor is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx .
Required	Choose an Item	If the goods or services to be provided are \$1 million or more, in accordance with the requirements of section 287.135, F.S., the vendor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at https://www.sbafla.com/fsb/PerformanceReports.aspx .
Required	Choose an Item	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. 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.
Required	Choose an Item	If the contract grants the vendor access to an individual's personal identifying information, the vendor is not prohibited from entering into the contract pursuant to section 287.138, F.S., and has completed the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-15843 , and attached it hereto.
Determined by Vendor	Choose an Item	If the vendor is a common carrier, as defined in section 908.111, F.S., or a contracted carrier, it is not prohibited from entering into the contract pursuant to section 908.111, F.S., and has completed the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-14614 , and attached it hereto.
Required	Choose an Item	The vendor is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S.; and has not, within the last year, had a contract terminated under section 448.095(5)(c), F.S., by a public employer, contractor, or subcontractor, as defined by section 448.095(1), F.S.
Required	Choose an Item	The vendor is in compliance with all applicable disclosure requirements set forth in section 286.101, F.S., and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to section 286.101(7), F.S.
Required	Choose an Item	If the contract is between a nongovernmental entity and a governmental entity, in accordance with section 787.06, F.S., the vendor has completed an affidavit signed by an officer or a representative of the vendor under penalty of perjury attesting that the vendor does not use coercion for labor or services as defined in section 787.06, F.S.

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

Vendor Information

Signatory

Name

Signature

Date

FEIN

Typed or Printed Name

Title

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

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

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

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

Printed Name: _____

Title: _____

Signature: _____

Date: _____

PUR 2024

Use of Coercion for Labor and Services

Pursuant to section 787.06(14), 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.

The entity named below 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 8: AUTHORIZATION TRANSFER FILE

FLORIDA DEPARTMENT OF FINANCIAL SERVICES-TO-CONTRACTOR LICENSING-AUTHORIZATION TRANSFER FILE: DIVISION OF INSURANCE AGENT AND AGENCY SERVICES*

1) The following table contains the majority of the data elements the Contractor must electronically accept from the Department on the “DFS-to-Contractor-Licensing-Authorization Transfer File”. (Note: The DFS-to-Contractor-Licensing-Authorization Transfer File will be used by the Department to send the Contractor the following types of authorizations: 1.) authorizations for licensure, 2.) authorizations for candidates to sit for examinations, and 3.) authorizations directing the Contractor to print a bail bond license card. These transfer files also include Header Records, File Identifiers, File Tracking Sequence Numbers, and also Trailer Records which provides Authorization Detail Record counts.)

Field Name	Field Comments
Candidate/Licensee SSN	Candidate/Licensee’s Social Security Number
Transaction Action Type	A = Add Transaction; U = Update Transaction, Sending correction; D = Delete Transaction, Deleting previous record DFS sent to Contractor.
Photo Indicator	DFS has authorized Contractor to issue a permanent license with photograph. Y = authorized, N = not authorized
License Type	DFS has authorized Contractor to issue a license. P = Permanent, T = Temporary
Authorized TYCL	TYCL code for which examination will be given; multiple rows if multiple exams
Name	Agent Name (4 fields)
Mailing Address	Mailing address of candidate (6 Fields)
Email Address	Candidate Email Address
Home Phone Number	Home phone number of candidate
Work Phone Number	Work phone number of candidate
Authorization Date	Date of examination authorization
Current Active License	TYCL for candidate’s current active temporary or permanent license (8 fields, blank)
Temporary License Issue Date	License status date if current active license is a temporary license
Temporary License Expiration Date	Date of license expiration if current active license is a temporary license
	Note: Current Active License, Temporary License Issue Date, and Temporary License Expiration Date can have three occurrences.
Other Current Active Permanent Licenses	TYCL of candidate’s other permanent licenses. Note: there will be multiple occurrences of this field. (8 fields, blank)
Holding License	Indicates if licensee currently has a license card.
Date Sent	Date the authorization record was transferred to Contractor

License Copy Code	Indicates a request for a duplicate license. Y = duplicate requested.
Person or Firm Identifier	C = Firm; P = Individual Person
Date of Birth	Candidate's Date of Birth
Examination Expiration Date	Date examination authorization expires.
Residence Status	Y=Resident of Florida, N=Non-Resident
Invoice Override Indicator	
Profession Code	
Person Gender	F=Female, M=Male
Race	White, Black, Hispanic, Asian, Unknown
Education Level	Some College, 4 Year College Degree, High School Diploma or GED, Advanced Degree, blank
Native Language	English, Spanish, Other, blank
Application Fee Paid	Y=Yes, N=No

ATTACHMENT 9: SCORE FILE
FLORIDA DEPARTMENT OF FINANCIAL SERVICES
CONTRACTOR-TO-DFS-LICENSING-SCORE

DATA TRANSFER FILE: DIVISION OF INSURANCE AGENT AND AGENCY
SERVICES*

The following table contains the majority of the data elements the Contractor must electronically transmit to the Department on the “Contractor-To-DFS-Licensing-Score Data Transfer File”. (Note: The Contractor-To-DFS-Licensing-SCORE Data Transfer File will be used by the Contractor to send the Department the following types of authorization-related updates: 1.) authorizations for licensure, 2.) authorizations for candidates to sit for examinations, and 3.) authorizations directing the Contractor to print a temporary or duplicate copy of a bail bond license for an existing licensee. These transfer files also include Header Records, File Identifiers, File Tracking Sequence Numbers, and also Trailer Records which provides Authorization Detail Record counts.)

<u>Field Name</u>	<u>Field Comments</u>
Candidate SSN/FEIN	Candidate SSN/FEIN
License Number	License Id Number. (If assigned by DFS it begins with A. If assigned by the Contractor, it will begin with an alpha character other than A.) 999999 is a sequential number. Spaces if candidate does not have a License Number.
License Only Flag	“N” = if Examination was taken, Space if no examination was taken
Score Area – Occurs 3 Times	Note: Following 2 data elements repeat 3 times.
Exam TYCL Code	TYCL code for which examination was taken
Exam Grade	“N” = No Show for examination, “F” = Failed examination, or “P” = Passed examination
Exam Date	Date examination was scheduled/taken
License Issued Flag	“Y” = if license was issued, “N” = if license was not issued
License Issued Date	Date license(s) was issued.
New (Corrected) SSN	Field is used for correct SSN if Contractor received SSN correction from candidate

New (Corrected) Name	Field is used for correct candidate name if Contractor received name correction from candidate
Candidate Name	Candidate name
Resend Flag	Used by Contractor vendor if this score record is being re-sent to DFS by Contractor.
Email Address	
Corrected Email Address	
Residence Status	

Notes Regarding General Logic To Be Used By Contractor To Generate The "Contractor-To-DFS-Licensing-SCORE Data Transfer File"

1. If candidate passes an examination(s), then Contractor sends examination scores for examinations taken as well as the "Date Examination was Taken", a flag that indicates license was issued and the date on which the license was issued.
2. If candidate does not take his scheduled examination, then Contractor sends a record indicating scheduled examination was not taken, the date for which the examination had been scheduled and also a flag that indicates no license was issued. (Note: Contractor sends "N" to indicate the candidate did not take the scheduled examination.)
3. If candidate fails an examination, then Contractor sends a record indicating the candidate failed, the date on which the examination was taken, and also a flag that indicates no license was issued. (Contractor sends "F" to indicate the candidate failed an examination.)
4. If license was issued without candidate having taken an examination, then Contractor sends a flag that indicates license was issued and the date on which the license was issued.
5. If a license copy is issued to a licensee, then Contractor sends a flag that indicates license was issued and the date on which the license was issued.
6. Data must pass data integrity rules specified by the Department.
7. The Contractor can send DFS a license number change only for a license number that was generated by that Contractor.

APPENDIX C

Evaluator Score Sheet

DEPARTMENT OF FINANCIAL SERVICES
Evaluator Score Sheet
2526-01 RFP AA
License Examination Development and Administration Services

Appendix C

INSTRUCTIONS

Each evaluator must read the entirety of a Response before attempting to assign scores. Evaluators must score each Respondent being evaluated on a separate score sheet. The confidentiality and security of the Responses and the scoring process must be maintained throughout the evaluation process.

Response Evaluation – Each evaluator will independently score Volume Two: Technical Response. Evaluators will not review or evaluate any other volumes of the Response.

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

Volume II – Technical Response

- Category 1 – Experience and Ability
 - Criteria Outlined in Section 3.3.2.A.
- Category 2 – Proposed Approach
 - Criteria Outlined in Section 3.3.2.B.

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

Technical Response Scoring Rubric

Assessment	Assessment Description	Maximum Score - 15
Excellent	• Demonstrates superior understanding of the project; • Significantly exceeds minimum requirements; and • Provides excellent and innovative ability and approach to deliver the project.	13-15
Good	• Above-average understanding of the project; • Partially exceeds minimum requirements; and • Provide above-average ability and approach to deliver the project.	10-12
Adequate	• General understanding of the project; • Meets minimum requirements; and • Provides acceptable ability and approach to deliver the project.	7-9
Fair	• Limited understanding of the project; or • Partially addresses minimum requirements; or • Presents limited ability to deliver the project.	4-6
Poor	• Insufficient understanding of the project; and • Fails to demonstrate ability to deliver the project.	1-3
Not Addressed	• Information necessary to assign a score is not addressed in Volume Two: Technical Response.	0

Scoring must reflect the evaluator's independent evaluation of the Respondent's overall Response based on each criterion and must consider the Respondent's ability to meet each function, characteristic, performance level, or specification described in the solicitation.

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

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EVALUATOR SCORE SHEET

Evaluator Name: _____

Respondent Name: _____

CATEGORY 1 – Experience and Ability	RFP Section(s)	Maximum Score	Score Awarded
1. To what extent does the Respondent’s narrative on experience and ability demonstrate its understanding and knowledge of the services being sought?	RFP Section 3.3.2.A.	15	
2. To what extent does the Respondent’s organizational chart and key personnel demonstrate the Respondent’s ability to supervise the services?	RFP Section 3.3.2.A.	15	
3. To what extent does the Respondent’s documented experience demonstrate experience performing similar work?	RFP Section 3.3.2.A.	15	
CATEGORY 2 – Respondent’s Proposed Approach	RFP Section(s)	Maximum Score	Score Awarded
1. To what extent does the Respondent’s proposed approach evidence the Respondent’s ability to achieve the IT obligations of the Contract?	RFP Section 3.3.2.B.	15	
2. To what extent does the Respondent’s proposed approach demonstrate how the Respondent will develop the required examination to include test development, measurements, research and evaluation requirements?	RFP Section 3.3.2.B.	15	
3. To what extent does the Respondent’s proposed approach demonstrate how the Respondent will administer examinations?	RFP Section 3.3.2.B.	15	
4. To what extent does the Respondent’s proposed approach demonstrate how the Respondent will handle inquiries regarding potential problem areas, e.g., instances of incorrect enforcement of business rules, transfer of incorrect and/or incomplete data?	RFP Section 3.3.2.B.	15	
5. To what extent does the Respondent’s proposed approach demonstrate the Respondent ability to collect fees for examinations and approach for scheduling examinations?	RFP Section 3.3.2.B.	15	
TOTAL TECHNICAL RESPONSE SCORE (CATEGORIES 1 & 2)		120	

APPENDIX D

Award Preferences Form

DEPARTMENT OF FINANCIAL SERVICES
Award Preferences Form
2526-01 RFP AA
Appendix D

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

1. Choose the responses that apply by checking the applicable box(es) below:

- ☐ Respondent is a certified veteran business enterprise as provided in section 295.187, F.S.
- ☐ Respondent has implemented a drug-free workplace program in accordance with section 287.087, F.S.
- ☐ Respondent is a foreign manufacturing company with a factory in Florida and employing over 200 employees working in Florida.
- ☐ Respondent is not eligible for any of the above preferences.

2. Complete the following statement:

Respondent has a net worth of _____.

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

Name of Respondent: _____

Signature: _____

Printed Name: _____

Date: _____

APPENDIX E

Exhibits 1 - 6

APPENDIX E
EXHIBIT 1

NOTE: This spreadsheet represents the volume of testing by zip code for the period of July 1, 2024 to June 30, 2025.

TOTAL EXAMS BY STATE

City	State	Delivered	No-show	Grand Total
Alaska	AK	1	3	4
Alabama	AL	74	16	90
Arkansas	AR	22	1	23
Arizona	AZ	88	24	112
California	CA	129	25	154
Colorado	CO	86	30	116
Connecticut	CT	29	5	34
Washington, DC	DC	42	8	50
Delaware	DE	10	1	11
Florida	FL	108,800	18,225	127,025
Georgia	GA	315	75	390
Hawaii	HI	5	1	6
Iowa	IA	37	10	47
Idaho	ID	10	1	11
Illinois	IL	134	37	171
Indiana	IN	77	24	101
Kansas	KS	25	8	33
Kentucky	KY	334	84	418
Louisiana	LA	27	8	35
Massachusetts	MA	71	8	79
Maryland	MD	45	15	60
Maine	ME	7	0	7
Michigan	MI	72	19	91
Military	AE/AP	3	1	4
Minnesota	MN	41	14	55
Missouri	MO	70	22	92
Mississippi	MS	14	2	16
Montana	MT	7	4	11
Puerto Rico	PR	22	2	24
North Carolina	NC	321	59	380
North Dakota	ND	9	2	11
Nebraska	NE	36	20	56
New Hampshire	NH	6	2	8
New Jersey	NJ	182	37	219
New Mexico	NM	4	3	7
Nevada	NV	253	43	296
New York	NY	228	39	267
Ohio	OH	94	26	120
Oklahoma	OK	73	22	95
Oregon	OR	23	8	31
Pennsylvania	PA	115	14	129

Rhode Island	RI	28	2	30
South Carolina	SC	96	6	102
South Dakota	SD	11	1	12
Tennessee	TN	232	72	304
Texas	TX	384	81	465
Utah	UT	75	16	91
Virginia	VA	140	35	175
Vermont	VT	1	0	1
Washington	WA	32	12	44
Wisconsin	WI	39	12	51
West Virginia	WV	2	1	3
Total		112,981	19,186	132,167

CANDIDATE ZIP CODE DATA

Zip Code	Delivered	No-show	Total Candidates
00677	2	0	2
00705	2	0	2
00716	2	0	2
00745	0	1	1
00757	3	0	3
00780	3	0	3
00921	0	1	1
00924	1	0	1
00969	2	0	2
01028	1	0	1
01104	1	0	1
01108	2	0	2
01118	3	0	3
01242	2	0	2
01571	1	0	1
01720	1	0	1
01721	0	1	1
01772	1	0	1
01778	1	0	1
01803	1	0	1
01826	1	0	1
01845	1	0	1
01854	2	0	2
01864	2	0	2
01876	2	0	2
01890	1	0	1
01902	1	0	1
02019	0	1	1
02061	2	0	2
02114	1	0	1
02128	2	1	3
02135	2	0	2
02141	5	0	5
02151	1	1	2
02169	1	0	1
02184	1	0	1
02302	1	0	1
02332	1	0	1
02351	3	0	3
02360	0	1	1
02445	1	0	1
02703	4	0	4

02835	0	1	1
02857	1	0	1
02859	1	0	1
02865	0	1	1
02879	1	0	1
02886	3	0	3
02904	1	0	1
02908	3	0	3
02910	3	0	3
02914	1	0	1
02920	5	0	5
02921	1	0	1
03052	1	1	2
03053	1	0	1
03064	2	0	2
03110	1	0	1
03285	1	0	1
03824	3	0	3
03861	3	0	3
03862	1	0	1
03867	0	1	1
04072	3	0	3
04090	1	1	2
04260	1	0	1
05472	1	0	1
06019	1	2	3
06042	1	0	1
06066	1	0	1
06095	1	0	1
06114	5	2	7
06331	1	0	1
06371	1	0	1
06374	1	0	1
06382	1	0	1
06401	1	0	1
06410	3	0	3
06437	1	0	1
06478	4	0	4
06608	5	0	5
06611	2	0	2
06712	3	1	4
06811	1	0	1
07001	1	0	1
07002	2	1	3

07011	1	0	1
07032	1	0	1
07036	0	1	1
07042	1	0	1
07045	0	1	1
07047	1	0	1
07052	1	0	1
07059	1	0	1
07066	1	0	1
07083	3	2	5
07087	3	2	5
07108	1	0	1
07201	0	1	1
07202	3	3	6
07306	0	1	1
07310	2	0	2
07430	3	0	3
07436	6	0	6
07504	1	0	1
07628	1	1	2
07644	1	0	1
07652	0	1	1
07657	1	0	1
07663	2	1	3
07702	1	0	1
07712	1	0	1
07719	1	0	1
07722	1	0	1
07728	4	1	5
07738	2	0	2
07757	3	2	5
07840	6	0	6
07853	1	0	1
07866	1	0	1
07974	1	0	1
08053	1	0	1
08061	1	0	1
08360	0	1	1
08401	1	2	3
08609	0	1	1
08691	3	1	4
08701	1	0	1
08753	2	0	2
08810	1	1	2

08812	6	0	6
08817	2	0	2
08837	4	0	4
08844	3	0	3
08853	0	1	1
09020	1	0	1
09724	0	1	1
10003	1	0	1
10005	4	0	4
10006	1	0	1
10010	1	0	1
10018	1	0	1
10026	1	0	1
10029	1	0	1
10044	1	1	2
10065	1	0	1
10075	1	0	1
10166	1	0	1
10306	2	0	2
10457	0	1	1
10461	0	1	1
10463	3	1	4
10465	3	0	3
10516	0	1	1
10522	1	1	2
10550	1	0	1
10589	3	0	3
10704	1	0	1
10710	1	0	1
10805	4	1	5
10901	1	1	2
10940	0	1	1
10962	1	0	1
10970	3	0	3
10990	1	0	1
11020	4	0	4
11105	1	0	1
11130	2	0	2
11204	2	0	2
11207	0	1	1
11208	4	0	4
11211	1	1	2
11218	1	0	1
11230	1	0	1

11232	1	0	1
11234	2	0	2
11236	4	0	4
11249	1	0	1
11368	2	0	2
11377	1	0	1
11386	2	0	2
11418	2	0	2
11421	3	0	3
11545	1	0	1
11552	1	0	1
11560	1	0	1
11590	1	0	1
11703	2	0	2
11706	2	0	2
11716	1	0	1
11717	3	0	3
11727	0	1	1
11730	2	0	2
11731	3	0	3
11735	2	0	2
11743	3	0	3
11747	2	1	3
11758	3	0	3
11772	1	0	1
11777	1	0	1
11787	1	0	1
11791	2	0	2
11795	5	0	5
11797	2	0	2
11803	1	0	1
11901	1	0	1
11930	0	1	1
11961	1	0	1
12015	1	0	1
12061	4	0	4
12159	1	0	1
12309	1	0	1
12345	1	0	1
12533	1	0	1
12566	1	0	1
12601	2	1	3
12859	1	0	1
12901	2	0	2

13031	1	1	2
13045	1	2	3
13145	1	0	1
13210	2	0	2
13237	2	0	2
14011	1	0	1
14051	2	1	3
14058	1	0	1
14072	0	1	1
14086	1	0	1
14120	3	0	3
14127	3	1	4
14209	1	0	1
14221	1	0	1
14227	0	1	1
14228	6	1	7
14468	0	1	1
14559	2	0	2
14850	3	0	3
15024	1	0	1
15035	0	1	1
15057	2	0	2
15085	3	1	4
15101	1	0	1
15108	2	0	2
15136	2	0	2
15143	1	0	1
15216	1	0	1
15227	3	0	3
15233	1	0	1
15317	3	0	3
15416	1	0	1
15801	2	0	2
15904	2	0	2
16063	2	0	2
16066	0	1	1
16511	2	0	2
16833	1	0	1
17022	1	0	1
17033	1	0	1
17046	1	0	1
17050	5	1	6
17111	0	1	1
17112	1	0	1

17551	1	0	1
17601	2	1	3
18102	0	2	2
18103	1	0	1
18104	3	0	3
18201	1	0	1
18202	1	0	1
18344	4	0	4
18512	1	0	1
18657	2	0	2
18901	3	0	3
18902	1	0	1
18940	2	0	2
18947	0	1	1
18976	1	0	1
19002	3	0	3
19006	5	0	5
19007	3	0	3
19020	1	0	1
19040	1	0	1
19063	1	0	1
19067	3	0	3
19075	1	0	1
19079	1	1	2
19104	1	0	1
19134	1	0	1
19136	1	0	1
19138	2	0	2
19335	3	0	3
19380	1	0	1
19406	1	0	1
19422	1	0	1
19428	1	0	1
19454	1	0	1
19460	2	0	2
19462	3	0	3
19473	1	0	1
19610	2	0	2
19633	1	0	1
19701	3	0	3
19804	1	0	1
19807	1	0	1
19809	0	1	1
19945	1	1	2

19947	1	0	1
19971	2	0	2
20002	1	0	1
20019	3	0	3
20037	0	1	1
20105	1	0	1
20110	1	0	1
20132	2	0	2
20155	1	0	1
20164	3	0	3
20181	1	0	1
20645	0	1	1
20677	1	0	1
20705	1	0	1
20720	2	0	2
20735	1	0	1
20744	1	0	1
20772	0	1	1
20784	2	1	3
20850	1	0	1
20852	1	0	1
20866	1	0	1
20877	1	0	1
20902	1	0	1
20912	1	0	1
21014	1	0	1
21030	1	0	1
21042	4	0	4
21046	2	0	2
21061	2	0	2
21144	1	0	1
21146	1	0	1
21220	0	1	1
21230	0	2	2
21401	2	0	2
21409	4	0	4
21613	3	1	4
21666	2	0	2
21702	0	1	1
21703	5	0	5
21771	1	0	1
21921	2	0	2
22030	1	0	1
22033	1	0	1

22046	1	0	1
22056	2	0	2
22102	1	1	2
22126	2	0	2
22144	6	0	6
22192	4	1	5
22207	1	0	1
22209	2	0	2
22303	0	1	1
22310	1	0	1
22407	1	1	2
22603	1	0	1
22630	1	1	2
22716	1	0	1
22825	3	0	3
22844	1	0	1
22963	1	0	1
22968	2	0	2
23005	1	0	1
23024	1	0	1
23060	0	1	1
23068	1	0	1
23084	1	0	1
23114	1	0	1
23116	1	0	1
23221	2	0	2
23228	1	0	1
23229	1	0	1
23233	7	1	8
23236	1	0	1
23238	1	0	1
23294	1	0	1
23320	2	0	2
23324	1	2	3
23425	1	0	1
23452	5	0	5
23453	5	0	5
23454	1	0	1
23464	0	1	1
23503	0	1	1
23606	1	0	1
23714	1	0	1
23838	1	0	1
24116	2	0	2

24174	1	0	1
24243	1	0	1
24551	1	1	2
24952	1	0	1
25419	1	0	1
26062	1	0	1
27021	0	3	3
27104	2	0	2
27268	1	0	1
27302	2	0	2
27317	0	1	1
27320	6	0	6
27407	1	0	1
27502	2	0	2
27520	2	1	3
27529	4	1	5
27545	4	0	4
27597	1	1	2
27606	1	1	2
27610	3	0	3
27614	2	0	2
27616	3	0	3
27713	2	0	2
27834	1	0	1
28037	1	0	1
28078	1	0	1
28083	0	1	1
28134	6	1	7
28213	1	0	1
28214	0	1	1
28215	2	3	5
28226	7	1	8
28227	1	0	1
28273	3	0	3
28277	1	1	2
28303	4	0	4
28311	1	0	1
28348	1	0	1
28360	1	1	2
28385	2	0	2
28403	2	0	2
28451	2	0	2
28673	1	0	1
28704	2	0	2

28751	2	0	2
28803	2	0	2
29063	2	0	2
29067	2	0	2
29072	2	0	2
29154	1	0	1
29201	0	1	1
29204	3	0	3
29212	2	0	2
29223	4	0	4
29233	1	1	2
29306	4	1	5
29401	3	0	3
29403	1	0	1
29420	1	1	2
29445	9	0	9
29455	2	0	2
29456	0	1	1
29486	1	0	1
29505	4	0	4
29526	3	1	4
29566	0	1	1
29568	2	0	2
29575	2	0	2
29579	1	1	2
29588	4	0	4
29605	2	0	2
29617	1	0	1
29672	1	0	1
29678	1	0	1
29680	1	0	1
29707	0	2	2
29715	2	2	4
29902	1	0	1
29906	3	0	3
29910	4	0	4
29926	2	0	2
29936	1	0	1
30004	2	3	5
30005	5	0	5
30008	0	1	1
30009	2	0	2
30011	2	0	2
30012	1	0	1

30019	7	3	10
30024	1	1	2
30033	3	1	4
30039	1	0	1
30040	2	0	2
30041	0	1	1
30043	3	3	6
30044	7	0	7
30045	3	1	4
30058	1	0	1
30062	1	0	1
30064	1	0	1
30066	1	1	2
30067	5	0	5
30071	1	0	1
30080	2	0	2
30083	1	0	1
30092	6	0	6
30096	3	2	5
30099	3	1	4
30102	1	0	1
30107	1	0	1
30114	2	0	2
30115	1	0	1
30121	1	0	1
30132	0	1	1
30152	4	1	5
30157	3	0	3
30166	1	0	1
30168	0	1	1
30188	4	0	4
30189	2	0	2
30213	3	0	3
30263	1	1	2
30277	1	0	1
30281	5	1	6
30305	3	0	3
30318	4	0	4
30327	1	0	1
30328	2	2	4
30336	1	0	1
30338	1	0	1
30339	5	0	5
30340	1	0	1

30342	2	0	2
30345	1	0	1
30349	1	1	2
30504	1	0	1
30507	1	0	1
30519	2	1	3
30534	2	0	2
30546	1	0	1
30548	1	1	2
30601	1	0	1
30605	1	0	1
30606	1	0	1
30620	3	0	3
30648	3	0	3
30705	1	0	1
30707	3	0	3
30710	2	0	2
30905	1	0	1
31024	3	1	4
31069	0	1	1
31088	1	0	1
31322	1	0	1
31406	1	0	1
31411	1	0	1
31419	2	0	2
31520	1	0	1
31522	2	1	3
31537	2	0	2
31558	2	0	2
31565	1	0	1
31578	1	0	1
31605	3	0	3
31636	1	0	1
31788	1	1	2
31907	2	0	2
32003	61	4	65
32008	3	2	5
32009	5	1	6
32011	22	1	23
32023	1	1	2
32024	36	3	39
32025	30	3	33
32029	1	0	1
32031	1	0	1

32032	5	0	5
32033	3	0	3
32034	56	8	64
32038	26	4	30
32039	8	0	8
32040	10	4	14
32043	86	12	98
32044	1	1	2
32046	19	2	21
32052	19	4	23
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32060	31	6	37
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32065	111	11	122
32066	23	2	25
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32073	105	21	126
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32081	68	1	69
32082	93	2	95
32083	1	0	1
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32086	55	7	62
32087	14	1	15
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32117	151	24	175
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32128	71	8	79
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32209	86	12	98
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32217	78	9	87
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32224	141	25	166
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32779	108	19	127
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32787	0	1	1
32789	86	16	102
32792	212	57	269
32796	37	7	44
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32809	271	63	334
32810	161	29	190
32811	330	92	422
32812	203	66	269
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32821	412	94	506
32822	450	128	578
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32824	621	147	768
32825	340	63	403
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32829	130	22	152
32832	481	89	570
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32834	6	0	6
32835	303	62	365
32836	174	46	220
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33027	340	61	401
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33063	416	48	464
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33065	625	93	718
33066	87	15	102
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33168	144	29	173
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33185	279	34	313
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33317	216	23	239
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33321	428	38	466
33322	218	18	236
33323	191	22	213
33324	439	49	488
33325	227	22	249
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33331	97	16	113
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33411	287	58	345
33412	38	3	41
33413	103	11	114
33414	278	49	327
33415	362	53	415

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33426	230	41	271
33428	395	55	450
33430	28	4	32
33431	149	28	177
33432	150	12	162
33433	370	39	409
33434	92	8	100
33435	243	48	291
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33445	229	28	257
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33613	242	54	296
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33713	130	22	152
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33796	3	2	5
33801	167	28	195
33803	132	33	165
33804	2	0	2
33805	188	34	222
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33809	122	18	140
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33811	323	37	360
33812	67	10	77
33813	152	26	178
33815	70	8	78
33816	0	1	1
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33838	22	5	27
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33905	100	32	132
33907	103	31	134
33908	72	11	83
33909	316	56	372
33912	54	6	60
33913	136	27	163
33914	169	30	199

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84601	3	0	3
84660	2	0	2
84787	0	1	1
85021	1	0	1
85035	1	0	1
85041	0	1	1
85044	0	1	1
85048	1	0	1
85119	0	1	1
85201	2	0	2
85234	1	0	1
85250	1	0	1
85254	3	1	4
85255	2	0	2
85388	1	0	1
85704	5	0	5
85710	1	0	1
85715	1	0	1
85719	1	0	1
87107	3	0	3
87109	2	0	2
87121	1	0	1
87123	1	0	1
88220	1	0	1
89031	0	1	1
89052	2	0	2
89074	2	0	2
89102	1	0	1
89106	1	0	1
89108	1	1	2
89113	1	0	1
89119	4	0	4
89120	2	1	3
89121	2	0	2

89123	2	0	2
89129	2	1	3
89135	1	0	1
89138	2	0	2
89141	7	0	7
89147	4	0	4
89148	1	0	1
89410	2	0	2
89436	1	0	1
89511	1	0	1
90019	1	0	1
90045	1	0	1
90266	1	0	1
90277	3	0	3
90290	1	0	1
90650	2	0	2
90706	3	0	3
90802	1	0	1
91354	1	0	1
91362	1	0	1
91614	2	0	2
91650	1	0	1
92014	1	0	1
92064	1	0	1
92071	2	0	2
92078	1	0	1
92105	1	0	1
92106	1	1	2
92108	1	0	1
92109	1	0	1
92116	1	0	1
92123	2	0	2
92126	1	0	1
92501	3	0	3
92553	1	0	1
92577	1	0	1
92614	3	0	3
92618	1	0	1
92630	1	0	1
92656	1	0	1
92870	1	0	1
92887	3	0	3
93065	9	0	9
93274	0	1	1

93314	3	0	3
93727	1	0	1
94025	1	0	1
94104	3	0	3
94111	1	0	1
94115	3	0	3
94118	1	0	1
94127	1	0	1
94134	1	0	1
94387	2	0	2
94534	0	1	1
94558	1	0	1
94566	3	0	3
94736	1	0	1
94806	2	0	2
94928	2	0	2
94941	1	0	1
94945	1	1	2
95008	1	0	1
95128	1	0	1
95136	0	3	3
95608	1	0	1
95648	1	0	1
95661	3	0	3
95662	3	0	3
95834	1	0	1
96150	1	0	1
96707	2	0	2
96822	1	1	2
96825	0	1	1
97030	1	0	1
97302	1	0	1
97333	0	1	1
97477	0	1	1
97801	3	0	3
98003	0	1	1
98012	2	0	2
98028	0	1	1
98052	2	0	2
98110	1	0	1
98133	0	1	1
98391	1	0	1
98444	3	2	5
98685	2	0	2

98801	0	1	1
99216	2	0	2
99223	1	0	1
99314	2	0	2
K7N 1X1	1	0	1
L4J 8L4	1	0	1

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CANDIDATES BY CITY,STATE

City	State	Delivered	No-show	Grand Total
APO	AE	1	0	1
Anchorage	AK	1	3	4
Birmingham	AL	29	5	34
Decatur	AL	11	4	15
Dothan	AL	9	3	12
Mobile	AL	13	1	14
Montgomery	AL	12	3	15
APO	AP	1	0	1
FPO	AP	1	1	2
Fort Smith	AR	3	0	3
Rogers	AR	18	1	19
Texarkana	AR	1	0	1
Chandler	AZ	17	9	26
Tempe	AZ	18	6	24
Tucson	AZ	9	0	9
Phoenix	AZ	44	9	53
Alhambra	CA	7	1	8
Anaheim	CA	4	2	6
Culver City	CA	10	3	13
Cypress	CA	14	0	14
Daly City	CA	2	1	3
Fairfield	CA	5	1	6
Fresno	CA	2	0	2
Lake Forest	CA	3	2	5
Milpitas	CA	6	4	10
Oakland	CA	10	0	10
Ontario	CA	2	2	4
Pasadena	CA	2	1	3
Redlands	CA	6	0	6
Roseville	CA	10	0	10
Sacramento	CA	3	0	3
San Diego	CA	19	4	23
San Dimas	CA	2	1	3
San Francisco	CA	9	0	9
San Marcos	CA	6	0	6
San Mateo	CA	1	0	1
Santa Maria	CA	1	1	2
Twenty Nine Palms	CA	1	1	2
Visalia	CA	1	1	2
WestLake Village	CA	3	0	3
Colorado Springs	CO	12	1	13
Grand Junction	CO	11	3	14

Greeley	CO	5	1	6
Greenwood Village	CO	26	13	39
Westminster	CO	32	12	44
Norwalk	CT	13	0	13
Wallingford	CT	10	0	10
Wethersfield	CT	6	5	11
Washington	DC	42	8	50
Dover	DE	7	0	7
Newark	DE	3	1	4
Altamonte Springs	FL	1743	394	2137
Avon Park	FL	1	2	3
Boca Raton	FL	2466	389	2855
Boynton Beach	FL	1546	204	1750
Bradenton	FL	914	144	1058
Century	FL	6	3	9
Chiefland	FL	117	15	132
Chipley	FL	47	5	52
Clearwater	FL	1282	181	1463
Cocoa	FL	965	188	1153
Coconut Creek	FL	448	76	524
Dade City	FL	1152	175	1327
Davie	FL	271	23	294
Daytona Beach	FL	1030	162	1192
Deerfield Beach	FL	436	49	485
DeFuniak Springs	FL	85	10	95
Deland	FL	1331	212	1543
Doral	FL	2323	287	2610
Eglin AFB	FL	24	2	26
Englewood	FL	74	6	80
Eustis	FL	744	157	901
Fort Lauderdale	FL	1032	119	1151
Fort Myers	FL	3061	630	3691
Fort Pierce	FL	290	26	316
Ft. Lauderdale	FL	2856	439	3295
Gainesville	FL	677	121	798
Hialeah	FL	2498	424	2922
Hollywood	FL	1818	320	2138
Homestead	FL	10	7	17
Hurlburt Field	FL	9	0	9
Immokalee	FL	127	44	171
Inverness	FL	85	15	100
Jacksonville	FL	3359	464	3823
Key Largo	FL	45	3	48
Key West	FL	98	27	125

KISSIMMEE	FL	8	5	13
Lake City	FL	255	32	287
Lake Mary	FL	4106	979	5085
Lake Worth	FL	1232	161	1393
Lakeland	FL	1153	174	1327
Lantana	FL	224	38	262
Lauderhil	FL	4482	561	5043
Lecanto	FL	115	12	127
Macclenny	FL	9	0	9
Marianna	FL	43	6	49
Mayport	FL	4	1	5
Melbourne	FL	1662	287	1949
Miami	FL	16280	2757	19037
Milton	FL	9	0	9
Naples	FL	715	152	867
New Port Richey	FL	1611	237	1848
Niceville	FL	402	64	466
North Miami Beach	FL	3965	600	4565
Ocala	FL	1341	135	1476
Orange Park	FL	620	98	718
Orlando	FL	5474	1314	6788
Ormond Beach	FL	719	92	811
Palatka	FL	107	11	118
Palm Beach Gardens	FL	2270	290	2560
Palm Coast	FL	210	20	230
Panama City	FL	485	62	547
Patrick SFB	FL	12	0	12
Pembroke Pines	FL	42	7	49
PENSACOLA	FL	1506	177	1683
Pompano Beach	FL	1190	146	1336
Port Charlotte	FL	302	34	336
Riverview	FL	3410	499	3909
Sanford	FL	536	148	684
Sarasota	FL	2093	304	2397
South Miami	FL	2253	467	2720
St. Augustine	FL	377	51	428
St. Petersburg	FL	1270	190	1460
St. Augustine	FL	23	2	25
St. Petersburg	FL	471	72	543
Starke	FL	31	6	37
Stuart	FL	125	28	153
Tallahassee	FL	915	142	1057
Tampa	FL	9839	1693	11532
Tyndall Air Force Base	FL	4	3	7

Wesley Chapel	FL	794	126	920
West Palm Beach	FL	1439	264	1703
Winter Haven	FL	1507	424	1931
Yulee	FL	190	31	221
Albany	GA	3	4	7
Atlanta	GA	254	59	313
Augusta	GA	5	0	5
Fort Gordon	GA	0	1	1
Macon	GA	8	2	10
Savannah	GA	29	3	32
Stockbridge	GA	16	6	22
Hickam AFB	HI	1	0	1
Honolulu	HI	2	1	3
MCBH Kaneohe	HI	1	0	1
Pearl Harbor	HI	1	0	1
Coralville	IA	13	4	17
Davenport	IA	4	0	4
Sioux City	IA	7	5	12
West Des Moines	IA	13	1	14
Boise	ID	4	0	4
Pocatello	ID	6	1	7
Buffalo Grove	IL	3	1	4
Chicago	IL	39	14	53
Chicago	IL	1	0	1
Oakbrook	IL	1	0	1
Rosemont	IL	21	2	23
Schaumburg	IL	23	8	31
Springfield	IL	2	2	4
Oak Brook	IL	41	9	50
Peoria	IL	3	1	4
Crown Point	IN	10	1	11
Evansville	IN	6	1	7
Fort Wayne	IN	3	6	9
Indianapolis	IN	47	12	59
Terre Haute	IN	11	4	15
Hays	KS	0	1	1
Overland Park	KS	17	3	20
Topeka	KS	5	0	5
Wichita	KS	3	4	7
Lexington	KY	62	22	84
Louisville	KY	272	62	334
Baton Rouge	LA	12	0	12
Fort Polk	LA	0	1	1
Metairie	LA	10	2	12

New Orleans	LA	2	3	5
Shreveport	LA	3	2	5
Boston	MA	24	1	25
Cambridge	MA	4	0	4
Lexington	MA	9	0	9
North Dartmouth	MA	4	0	4
Springfield	MA	12	2	14
Wellesley	MA	6	2	8
Woburn	MA	10	1	11
Worcester	MA	2	2	4
Annapolis Junction	MD	1	0	1
Baltimore	MD	9	2	11
Bethesda	MD	24	7	31
Columbia	MD	6	2	8
Joint Base Andrews	MD	1	1	2
Salisbury	MD	4	3	7
Bangor	ME	4	0	4
Westbrook	ME	3	0	3
Ann Arbor	MI	10	1	11
Dearborn	MI	7	4	11
East Lansing	MI	12	4	16
Grand Rapids	MI	17	2	19
Marquette	MI	1	0	1
Southfield	MI	12	6	18
Troy	MI	13	2	15
Bloomington	MN	12	3	15
Brooklyn Park	MN	9	1	10
Eagan	MN	6	3	9
Hermantown	MN	2	1	3
Rochester	MN	4	0	4
St. Paul	MN	5	5	10
Columbia	MO	8	1	9
Kansas City	MO	37	14	51
Springfield	MO	4	1	5
St Louis	MO	9	1	10
St. Louis	MO	12	5	17
Jackson	MS	5	1	6
Tupelo	MS	9	1	10
Helena	MT	7	4	11
Guaynabo	NA	22	2	24
Charlotte	NC	100	21	121
Cherry Point	NC	0	1	1
Fletcher	NC	24	0	24
Fort Bragg	NC	2	0	2

Greenville	NC	12	2	14
Pope AAF	NC	5	1	6
Raleigh	NC	94	19	113
Statesville	NC	68	9	77
Wilmington	NC	16	6	22
Bismarck	ND	2	1	3
Fargo	ND	7	1	8
Lincoln	NE	6	9	15
North Platte	NE	1	1	2
Omaha	NE	29	10	39
Concord	NH	6	2	8
Jersey City	NJ	57	13	70
Lyndhurst	NJ	37	6	43
Northfield	NJ	12	3	15
Piscataway	NJ	40	6	46
Princeton	NJ	36	9	45
Albuquerque	NM	4	3	7
Las Vegas	NV	246	43	289
Reno	NV	7	0	7
Albany	NY	7	2	9
Brooklyn	NY	24	2	26
East Syracuse	NY	4	2	6
Endicott	NY	1	0	1
Forest Hills	NY	21	4	25
Getzville	NY	7	2	9
Islandia	NY	30	0	30
Lake Success	NY	16	1	17
New York	NY	76	18	94
Rochester	NY	3	0	3
Staten Island	NY	14	1	15
Utica	NY	2	0	2
White Plains	NY	4	4	8
Williamsville	NY	4	1	5
Yonkers	NY	15	2	17
Beachwood	OH	7	2	9
Columbus	OH	30	11	41
Copley Township	OH	5	1	6
Gahanna	OH	17	3	20
Independence	OH	2	0	2
Mason	OH	7	3	10
Maumee	OH	3	1	4
Moraine	OH	5	0	5
Norwood	OH	15	5	20
Westlake	OH	3	0	3

Norman	OK	17	8	25
Oklahoma City	OK	43	13	56
Tulsa	OK	13	1	14
Beaverton	OR	6	3	9
Portland	OR	16	3	19
Salem	OR	1	2	3
Allentown	PA	9	2	11
Blue Bell	PA	9	0	9
Erie	PA	1	0	1
Harrisburg	PA	13	1	14
King of Prussia	PA	13	0	13
Lancaster	PA	3	0	3
Philadelphia	PA	18	4	22
Pittsburgh	PA	18	3	21
Scranton	PA	10	2	12
Warrington	PA	17	1	18
Washington	PA	4	1	5
East Providence	RI	28	2	30
Columbia	SC	24	2	26
Greenville	SC	33	1	34
North Charleston	SC	39	3	42
Sioux Falls	SD	11	1	12
Brentwood	TN	91	24	115
Chattanooga	TN	40	11	51
Johnson City	TN	5	0	5
Knoxville	TN	24	11	35
Memphis	TN	29	11	40
Nashville	TN	43	15	58
Abilene	TX	3	1	4
Amarillo	TX	2	1	3
Arlington	TX	26	5	31
Austin	TX	52	13	65
Bellaire	TX	21	7	28
Bryan	TX	2	0	2
Carrollton	TX	15	2	17
Corpus Christi	TX	3	2	5
Dallas	TX	41	8	49
El Paso	TX	1	1	2
Fort Bliss	TX	1	0	1
Fort Cavazos	TX	2	0	2
Harlingen	TX	1	0	1
Houston	TX	128	19	147
Hurst	TX	11	5	16
Lubbock	TX	6	1	7

McAllen	TX	3	1	4
Midland	TX	19	4	23
San Antonio	TX	23	6	29
Shavano Park	TX	10	1	11
Sugar Land	TX	9	2	11
Tyler	TX	1	1	2
Waco	TX	4	1	5
Bountiful	UT	8	3	11
Draper	UT	39	4	43
Ogden	UT	2	1	3
Salt Lake City	UT	26	8	34
Glen Allen	VA	23	4	27
Lynchburg	VA	4	4	8
Newport News	VA	45	11	56
Reston	VA	14	7	21
Richmond	VA	24	2	26
Roanoke	VA	30	7	37
South Burlington	VT	1	0	1
Renton	WA	10	6	16
Seattle	WA	13	4	17
Spokane Valley	WA	5	1	6
Yakima	WA	4	1	5
Ashwaubenon	WI	8	3	11
Brookfield	WI	4	3	7
Eau Claire	WI	1	1	2
Kenosha	WI	1	1	2
Madison	WI	22	4	26
Milwaukee	WI	3	0	3
Charleston	WV	1	0	1
Morgantown	WV	1	1	2

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TOTAL EXAMS BY CITY IN FLORIDA

City	State	Delivered	No-show	Grand Total
Miami	FL	16280	2757	19037
Tampa	FL	9839	1693	11532
Orlando	FL	5474	1314	6788
Lake Mary	FL	4106	979	5085
Lauderhil	FL	4482	561	5043
North Miami Beach	FL	3965	600	4565
Riverview	FL	3410	499	3909
Jacksonville	FL	3359	464	3823
Fort Myers	FL	3061	630	3691
Ft. Lauderdale	FL	2856	439	3295
Hialeah	FL	2498	424	2922
Boca Raton	FL	2466	389	2855
South Miami	FL	2253	467	2720
Doral	FL	2323	287	2610
Palm Beach Gardens	FL	2270	290	2560
Sarasota	FL	2093	304	2397
Hollywood	FL	1818	320	2138
Altamonte Springs	FL	1743	394	2137
Melbourne	FL	1662	287	1949
Winter Haven	FL	1507	424	1931
New Port Richey	FL	1611	237	1848
Boynton Beach	FL	1546	204	1750
West Palm Beach	FL	1439	264	1703
PENSACOLA	FL	1506	177	1683
Deland	FL	1331	212	1543
Ocala	FL	1341	135	1476
Clearwater	FL	1282	181	1463
St. Petersburg	FL	1270	190	1460
Lake Worth	FL	1232	161	1393
Pompano Beach	FL	1190	146	1336
Dade City	FL	1152	175	1327
Lakeland	FL	1153	174	1327
Daytona Beach	FL	1030	162	1192
Cocoa	FL	965	188	1153
Fort Lauderdale	FL	1032	119	1151
Bradenton	FL	914	144	1058
Tallahassee	FL	915	142	1057
Wesley Chapel	FL	794	126	920
Eustis	FL	744	157	901
Naples	FL	715	152	867
Ormond Beach	FL	719	92	811
Gainesville	FL	677	121	798

Orange Park	FL	620	98	718
Sanford	FL	536	148	684
Panama City	FL	485	62	547
St.Petersburg	FL	471	72	543
Coconut Creek	FL	448	76	524
Deerfield Beach	FL	436	49	485
Niceville	FL	402	64	466
St. Augustine	FL	377	51	428
Port Charlotte	FL	302	34	336
Fort Pierce	FL	290	26	316
Davie	FL	271	23	294
Lake City	FL	255	32	287
Lantana	FL	224	38	262
Palm Coast	FL	210	20	230
Yulee	FL	190	31	221
Immokalee	FL	127	44	171
Stuart	FL	125	28	153
Chiefland	FL	117	15	132
Lecanto	FL	115	12	127
Key West	FL	98	27	125
Palatka	FL	107	11	118
Inverness	FL	85	15	100
DeFuniak Springs	FL	85	10	95
Englewood	FL	74	6	80
Chipley	FL	47	5	52
Marianna	FL	43	6	49
Pembroke Pines	FL	42	7	49
Key Largo	FL	45	3	48
Starke	FL	31	6	37
Eglin AFB	FL	24	2	26
St.Augustine	FL	23	2	25
Homestead	FL	10	7	17
KISSIMMEE	FL	8	5	13
Patrick SFB	FL	12	0	12
Century	FL	6	3	9
Hurlburt Field	FL	9	0	9
Macclenny	FL	9	0	9
Milton	FL	9	0	9
Tyndall Air Force Base	FL	4	3	7
Mayport	FL	4	1	5
Avon Park	FL	1	2	3
Florida	FL	108800	18225	127025

Exhibit 1

Current Testing Volume for Insurance Examinations

Graded Exam Volume and Pass Rates

All exams (not including bail bond)

		First Time Takers					Repeaters					Overall Statistics				
Year	Month	Total Graded Exams	Total Passed	Total Failed	Pass Rate	Fail Rate	Total Graded Exams	Total Passed	Total Failed	Pass Rate	Fail Rate	Total Graded Exams	Total Passed	Total Failed	Pass Rate	Fail Rate
2024	July	5,630	2,812	2,818	50%	50%	3,722	1,343	2,379	36%	64%	9,352	4,155	5,197	44%	56%
2024	August	6,442	3,066	3,376	48%	52%	4,678	1,685	2,993	36%	64%	11,120	4,751	6,369	43%	57%
2024	September	5,761	2,672	3,089	46%	54%	4,229	1,538	2,691	36%	64%	9,990	4,210	5,780	42%	58%
2024	October	5,676	2,539	3,137	45%	55%	4,029	1,520	2,509	38%	62%	9,705	4,059	5,646	42%	58%
2024	November	4,788	2,066	2,722	43%	57%	3,980	1,380	2,600	35%	65%	8,768	3,446	5,322	39%	61%
2024	December	4,006	1,910	2,096	48%	52%	3,091	1,108	1,983	36%	64%	7,097	3,018	4,079	43%	57%
2025	January	4,914	2,170	2,744	44%	56%	3,407	1,042	2,365	31%	69%	8,321	3,212	5,109	39%	61%
2025	February	4,839	2,137	2,702	44%	56%	3,861	1,271	2,590	33%	67%	8,700	3,408	5,292	39%	61%
2025	March	4,735	2,199	2,536	46%	54%	3,812	1,260	2,552	33%	67%	8,547	3,459	5,088	40%	60%
2025	April	5,018	2,364	2,654	47%	53%	3,681	1,228	2,453	33%	67%	8,699	3,592	5,107	41%	59%
2025	May	5,255	2,487	2,768	47%	53%	3,709	1,297	2,412	35%	65%	8,964	3,784	5,180	42%	58%
2025	June	5,121	2,401	2,720	47%	53%	3,664	1,242	2,422	34%	66%	8,785	3,643	5,142	41%	59%
	TOTALS	62,185	28,823	33,362	46%	54%	45,863	15,914	29,949	35%	65%	108,048	44,737	63,311	41%	59%

Bail Bond Exams

		First Time Takers					Repeaters					Overall Statistics				
Year	Month	Total Graded Exams	Total Passed	Total Failed	Pass Rate	Fail Rate	Total Graded Exams	Total Passed	Total Failed	Pass Rate	Fail Rate	Total Graded Exams	Total Passed	Total Failed	Pass Rate	Fail Rate
2024	July	14	4	10	29%	71%	22	7	15	32%	68%	36	11	25	31%	69%
2024	August	14	2	12	14%	86%	18	9	9	50%	50%	32	11	21	34%	66%
2024	September	16	4	12	25%	75%	19	6	13	32%	68%	35	10	25	29%	71%
2024	October	9	1	8	11%	89%	16	4	12	25%	75%	25	5	20	20%	80%
2024	November	10	2	8	20%	80%	14	9	5	64%	36%	24	11	13	46%	54%

Exhibit 1

Current Testing Volume for Insurance Examinations

2024	December	13	2	11	15%	85%	9	2	7	22%	78%	22	4	18	18%	82%
2025	January	6	2	4	33%	67%	13	3	10	23%	77%	19	5	14	26%	74%
2025	February	6	4	2	67%	33%	11	3	8	27%	73%	17	7	10	41%	59%
2025	March	7	3	4	43%	57%	12	4	8	33%	67%	19	7	12	37%	63%
2025	April	18	8	10	44%	56%	10	3	7	30%	70%	28	11	17	39%	61%
2025	May	14	6	8	43%	57%	11	7	4	64%	36%	25	13	12	52%	48%
2025	June	8	2	6	25%	75%	10	4	6	40%	60%	18	6	12	33%	67%
	TOTALS	135	40	95	30%	70%	165	61	104	37%	63%	300	101	199	34%	66%

All Exams (including bail bond)

Florida Department of Financial Services' Test Volumes and Statistics 7/1/24-6/30/25																
		First Time Takers					Repeaters					Overall Statistics				
Year	Month	Total Graded Exams	Total Passed	Total Failed	Pass Rate	Fail Rate	Total Graded Exams	Total Passed	Total Failed	Pass Rate	Fail Rate	Total Graded Exams	Total Passed	Total Failed	Pass Rate	Fail Rate
2024	July	5,644	2,816	2,828	50%	50%	3,744	1,350	2,394	36%	64%	9,388	4,166	5,222	44%	56%
2024	August	6,456	3,068	3,388	48%	52%	4,696	1,694	3,002	36%	64%	11,152	4,762	6,390	43%	57%
2024	September	5,777	2,676	3,101	46%	54%	4,248	1,544	2,704	36%	64%	10,025	4,220	5,805	42%	58%
2024	October	5,685	2,540	3,145	45%	55%	4,045	1,524	2,521	38%	62%	9,730	4,064	5,666	42%	58%
2024	November	4,798	2,068	2,730	43%	57%	3,994	1,389	2,605	35%	65%	8,792	3,457	5,335	39%	61%
2024	December	4,019	1,912	2,107	48%	52%	3,100	1,110	1,990	36%	64%	7,119	3,022	4,097	42%	58%
2025	January	4,920	2,172	2,748	44%	56%	3,420	1,045	2,375	31%	69%	8,340	3,217	5,123	39%	61%
2025	February	4,845	2,141	2,704	44%	56%	3,872	1,274	2,598	33%	67%	8,717	3,415	5,302	39%	61%
2025	March	4,742	2,202	2,540	46%	54%	3,824	1,264	2,560	33%	67%	8,566	3,466	5,100	40%	60%
2025	April	5,036	2,372	2,664	47%	53%	3,691	1,231	2,460	33%	67%	8,727	3,603	5,124	41%	59%
2025	May	5,269	2,493	2,776	47%	53%	3,720	1,304	2,416	35%	65%	8,989	3,797	5,192	42%	58%
2025	June	5,129	2,403	2,726	47%	53%	3,674	1,246	2,428	34%	66%	8,803	3,649	5,154	41%	59%
	TOTALS	62,320	28,863	33,457	46%	54%	46,028	15,975	30,053	35%	65%	108,348	44,838	63,510	41%	59%

EXHIBIT 2

BAIL BOND LICENSE IDENTIFICATION CARDS ISSUED

Below represents the number of Bail Bond License Identification Cards issued from July 1, 2024 to June 30, 2025.

Month	ID Cards Issued July 2024- June 2025
July	19
August	14
September	16
October	16
November	13
December	10
January	16
February	17
March	24
April	23
May	25
June	16
Total	209

EXHIBIT 3

HISTORY OF DEPARTMENT OF FINANCIAL SERVICES TESTING VOLUMES

The chart below represents the current volume of graded exams, including repeated exams and pass rate data for each month between July 1, 2024 and June 30, 2025.

Florida Department of Financial Services' Test Volumes and Statistics 7/1/24-6/30/25																
		First Time Takers					Repeaters					Overall Statistics				
Year	Month	Total Graded Exams	Total Passed	Total Failed	Pass Rate	Fail Rate	Total Graded Exams	Total Passed	Total Failed	Pass Rate	Fail Rate	Total Graded Exams	Total Passed	Total Failed	Pass Rate	Fail Rate
2024	July	5,644	2,816	2,828	50%	50%	3,744	1,350	2,394	36%	64%	9,388	4,166	5,222	44%	56%
2024	August	6,456	3,068	3,388	48%	52%	4,696	1,694	3,002	36%	64%	11,152	4,762	6,390	43%	57%
2024	September	5,777	2,676	3,101	46%	54%	4,248	1,544	2,704	36%	64%	10,025	4,220	5,805	42%	58%
2024	October	5,685	2,540	3,145	45%	55%	4,045	1,524	2,521	38%	62%	9,730	4,064	5,666	42%	58%
2024	November	4,798	2,068	2,730	43%	57%	3,994	1,389	2,605	35%	65%	8,792	3,457	5,335	39%	61%
2024	December	4,019	1,912	2,107	48%	52%	3,100	1,110	1,990	36%	64%	7,119	3,022	4,097	42%	58%
2025	January	4,920	2,172	2,748	44%	56%	3,420	1,045	2,375	31%	69%	8,340	3,217	5,123	39%	61%
2025	February	4,845	2,141	2,704	44%	56%	3,872	1,274	2,598	33%	67%	8,717	3,415	5,302	39%	61%
2025	March	4,742	2,202	2,540	46%	54%	3,824	1,264	2,560	33%	67%	8,566	3,466	5,100	40%	60%
2025	April	5,036	2,372	2,664	47%	53%	3,691	1,231	2,460	33%	67%	8,727	3,603	5,124	41%	59%
2025	May	5,269	2,493	2,776	47%	53%	3,720	1,304	2,416	35%	65%	8,989	3,797	5,192	42%	58%
2025	June	5,129	2,403	2,726	47%	53%	3,674	1,246	2,428	34%	66%	8,803	3,649	5,154	41%	59%
	TOTALS	62,320	28,863	33,457	46%	54%	46,028	15,975	30,053	35%	65%	108,348	44,838	63,510	41%	59%

EXHIBIT 4
HISTORY OF DFS TESTING CONTENT

Examination Types	Approved Items	Pretest Items
All Lines Adjuster	100	10
All Lines Public Adjuster	100	10
General Lines Agent	160	15
General Lines Agent Spanish	160	0
Health Agent	85	15
Health Agent Spanish	85	0
Health and Life including Annuities and Variable Contracts Agent	150	15
Health and Life including Annuities and Variable Contracts Agent Spanish	150	0
Life including Annuities and Variable Contracts	85	15
Life including Annuities and Variable Contracts Spanish	85	0
Personal Lines Agent	100	10
Limited Surety (Bail Bond) Agent	60	5
Surplus Lines Agent	40	10
Title Agent	70	5

APPENDIX E
EXHIBIT 5

NOTE: This spreadsheet represents the volume of testing in each city in Florida, and in each state in the United States, between July 1, 2024 and June 30, 2025.

Candidate Zip Code	Delivered	No-show	FL Bail Bonds - Total Candidates
32024	2	0	2
32025	2	0	2
32043	2	0	2
32055	0	1	1
32060	1	0	1
32063	4	0	4
32065	2	0	2
32084	1	0	1
32092	3	1	4
32097	3	0	3
32119	1	0	1
32124	1	0	1
32169	1	0	1
32177	2	0	2
32202	1	0	1
32207	2	1	3
32208	1	0	1
32210	4	0	4
32219	1	0	1
32221	1	1	2
32222	3	0	3
32224	2	0	2
32226	0	1	1

32238	1	0	1
32244	5	1	6
32247	1	0	1
32250	1	0	1
32256	5	2	7
32257	3	0	3
32277	1	0	1
32301	2	0	2
32314	1	0	1
32344	1	0	1
32401	5	1	6
32404	5	0	5
32405	3	0	3
32408	2	0	2
32424	1	1	2
32455	1	0	1
32466	2	0	2
32514	8	0	8
32608	2	0	2
32615	1	0	1
32641	1	0	1
32680	2	0	2
32693	1	0	1
32703	4	1	5
32704	1	0	1
32707	3	0	3
32712	1	0	1
32725	2	0	2
32738	1	0	1
32746	2	0	2
32771	3	0	3
32773	1	0	1

32773	2	0	2
32779	1	0	1
32805	2	0	2
32808	1	0	1
32811	3	0	3
32818	1	0	1
32818	0	1	1
32819	2	0	2
32822	1	0	1
32835	1	0	1
32905	4	0	4
32906	1	0	1
32922	3	0	3
32927	2	0	2
32952	5	1	6
32962	1	0	1
32967	1	0	1
33015	1	0	1
33016	1	0	1
33023	1	0	1
33024	2	0	2
33025	1	0	1
33027	1	0	1
33029	1	0	1
33030	1	0	1
33032	4	0	4
33037	3	0	3
33054	3	0	3
33055	1	1	2
33056	3	0	3
33063	2	0	2
33065	1	0	1

33068	6	0	6
33071	2	0	2
33076	3	0	3
33125	1	0	1
33127	1	0	1
33130	6	1	7
33132	1	0	1
33134	0	1	1
33138	1	0	1
33144	3	0	3
33145	1	0	1
33150	1	0	1
33161	1	0	1
33162	1	0	1
33165	4	0	4
33165	1	0	1
33166	3	1	4
33169	1	0	1
33172	3	0	3
33173	0	1	1
33174	1	0	1
33175	1	0	1
33178	1	0	1
33196	1	0	1
33256	2	0	2
33269	2	0	2
33309	1	0	1
33311	2	0	2
33312	1	0	1
33315	2	0	2
33316	1	0	1
33324	0	1	1

33404	2	0	2
33406	2	0	2
33409	1	0	1
33411	1	0	1
33413	1	0	1
33415	1	0	1
33440	3	1	4
33461	1	1	2
33467	4	0	4
33510	1	0	1
33511	1	0	1
33556	1	0	1
33578	2	0	2
33578	1	0	1
33579	1	0	1
33584	8	1	9
33596	2	0	2
33598	2	0	2
33605	4	0	4
33607	2	1	3
33610	3	0	3
33612	1	0	1
33616	1	0	1
33617	1	0	1
33619	7	0	7
33647	3	2	5
33701	3	0	3
33705	1	0	1
33707	2	0	2
33711	1	0	1
33712	2	2	4
33714	1	0	1

33716	1	0	1
33747	1	0	1
33756	1	0	1
33759	1	0	1
33760	2	0	2
33762	2	0	2
33771	2	0	2
33801	2	1	3
33803	1	0	1
33803	1	0	1
33805	4	0	4
33805	1	0	1
33809	3	0	3
33811	1	0	1
33812	1	1	2
33837	1	0	1
33852	2	0	2
33884	3	0	3
33897	0	1	1
33901	2	0	2
33916	1	0	1
33919	1	1	2
33936	1	0	1
33954	3	0	3
33971	4	0	4
33976	4	0	4
33993	2	0	2
34109	1	0	1
34116	1	0	1
34135	1	0	1
34203	2	0	2
34205	1	0	1

34234	0	2	2
34282	2	0	2
34287	1	0	1
34420	4	0	4
34428	3	0	3
34429	1	0	1
34609	4	0	4
34614	6	0	6
34638	3	0	3
34652	1	0	1
34653	0	1	1
34667	1	0	1
34668	5	0	5
34695	1	0	1
34731	1	0	1
34744	1	1	2
34758	1	0	1
34769	1	2	3
34772	3	0	3
34773	3	0	3
34787	1	0	1
34947	3	0	3
34951	1	0	1
34953	5	0	5
34972	2	0	2
34982	1	0	1
34983	2	0	2
34997	1	0	1
44143	2	0	2

EXHIBIT 6 - CALL CENTER STATISTICS 2024-2025

[illegible]

APPENDIX F

Exhibit 1

APPENDIX F
EXHIBIT 1

NOTE: This spreadsheet represents the volume of testing by zip code for the period of July 1, 2024 to June 30, 2025 for the Division of State Fire Marshal-Bureau of Fire Standards and Training and Bureau of Fire Prevention and the Division of Funeral, Cemetery and Consumer Services.

Candidate Zip Code	Delivered	No-show	FL Bureau of Fire Standards & Training - Total Candidates
6851	2	1	3
7026	2	0	2
7758	1	0	1
11111	2	0	2
11222	1	1	2
20109	1	0	1
22408	2	0	2
23566	1	0	1
29907	1	0	1
31558	3	0	3
31562	3	0	3
31569	2	0	2
31626	1	0	1
31757	2	0	2
32003	12	1	13
32008	3	0	3
32008	2	0	2
32009	8	0	8
32011	13	1	14
32024	11	0	11
32025	8	0	8
32033	2	0	2
32034	9	1	10
32034	1	0	1
32038	2	0	2
32040	4	0	4
32043	17	0	17
32046	7	0	7
32053	1	0	1
32054	3	0	3
32055	3	0	3
32058	1	0	1
32060	12	0	12
32063	1	0	1
32064	1	0	1
32065	10	0	10
32068	19	0	19
32071	4	0	4
32073	8	0	8
32080	4	0	4
32080	2	0	2

32081	5	0	5
32082	2	0	2
32084	13	1	14
32086	16	2	18
32087	2	0	2
32091	12	1	13
32092	31	2	33
32092	2	0	2
32095	8	0	8
32097	12	0	12
32105	1	0	1
32110	4	0	4
32112	1	0	1
32113	4	0	4
32114	4	0	4
32117	9	2	11
32118	3	0	3
32119	10	0	10
32124	4	0	4
32127	27	0	27
32128	14	0	14
32129	12	0	12
32130	4	0	4
32131	3	0	3
32132	1	1	2
32134	2	0	2
32136	11	0	11
32137	29	0	29
32140	3	0	3
32141	19	0	19
32145	1	0	1
32147	1	0	1
32148	1	0	1
32159	5	0	5
32162	1	0	1
32163	3	0	3
32164	37	1	38
32168	29	4	33
32168	4	0	4
32169	2	0	2
32174	18	0	18
32176	4	0	4
32177	9	1	10
32179	3	0	3

32180	1	0	1
32189	1	0	1
32195	1	0	1
32202	1	1	2
32205	4	0	4
32206	1	0	1
32207	5	0	5
32209	2	0	2
32210	10	1	11
32211	3	0	3
32216	6	2	8
32216	1	0	1
32217	6	0	6
32218	20	2	22
32219	3	0	3
32220	1	0	1
32221	8	1	9
32222	9	0	9
32223	7	0	7
32224	8	0	8
32225	16	2	18
32226	4	0	4
32227	1	0	1
32233	13	0	13
32234	7	0	7
32244	12	0	12
32246	10	0	10
32250	11	0	11
32256	18	0	18
32257	10	0	10
32258	10	2	12
32259	30	0	30
32260	1	0	1
32266	8	0	8
32277	4	0	4
32277	2	0	2
32301	4	3	7
32302	1	0	1
32303	9	1	10
32304	0	4	4
32305	4	0	4
32306	1	0	1
32309	9	1	10
32310	2	0	2

32311	5	0	5
32312	12	6	18
32317	6	0	6
32321	1	0	1
32327	9	0	9
32327	1	0	1
32333	13	0	13
32340	7	0	7
32341	0	1	1
32343	1	0	1
32344	1	0	1
32348	1	0	1
32351	1	0	1
32358	1	0	1
32397	1	0	1
32399	3	0	3
32401	12	0	12
32404	19	0	19
32405	11	0	11
32405	1	0	1
32407	2	0	2
32408	5	0	5
32408	1	0	1
32409	4	0	4
32411	1	0	1
32413	10	0	10
32421	2	0	2
32424	2	0	2
32425	5	0	5
32428	13	1	14
32433	15	1	16
32433	1	0	1
32435	13	4	17
32437	1	0	1
32439	22	0	22
32440	2	0	2
32443	1	0	1
32444	16	4	20
32444	1	0	1
32446	2	0	2
32448	4	0	4
32455	3	0	3
32459	14	0	14
32460	1	0	1

32464	1	0	1
32465	5	0	5
32503	3	0	3
32504	3	1	4
32505	6	0	6
32506	8	1	9
32507	2	0	2
32514	2	0	2
32526	5	0	5
32531	1	0	1
32533	13	0	13
32534	3	0	3
32536	7	1	8
32539	23	0	23
32541	7	0	7
32547	23	0	23
32548	7	0	7
32550	4	1	5
32561	5	1	6
32563	6	2	8
32564	1	0	1
32565	1	0	1
32566	14	0	14
32567	8	0	8
32569	6	0	6
32570	12	0	12
32571	8	0	8
32578	12	1	13
32579	1	0	1
32580	0	1	1
32583	8	1	9
32601	3	0	3
32605	11	0	11
32606	1	0	1
32607	3	0	3
32608	3	0	3
32609	2	0	2
32615	12	0	12
32617	4	0	4
32618	3	0	3
32619	4	0	4
32621	1	0	1
32622	4	0	4
32626	3	0	3

32640	1	0	1
32643	14	1	15
32653	5	0	5
32656	11	1	12
32656	2	0	2
32666	6	0	6
32667	1	0	1
32668	2	0	2
32669	14	0	14
32680	3	0	3
32693	3	1	4
32696	13	0	13
32701	14	0	14
32703	24	3	27
32707	8	0	8
32707	1	0	1
32708	13	0	13
32711	1	0	1
32712	34	2	36
32712	1	0	1
32713	14	0	14
32714	16	0	16
32714	0	1	1
32720	23	0	23
32724	18	0	18
32724	1	0	1
32725	24	1	25
32726	21	0	21
32730	1	0	1
32732	5	0	5
32735	9	0	9
32736	20	1	21
32738	19	0	19
32744	2	0	2
32746	9	0	9
32750	17	1	18
32751	4	0	4
32754	11	0	11
32756	1	0	1
32757	5	0	5
32763	23	1	24
32763	2	0	2
32764	5	0	5
32765	15	2	17

32766	10	0	10
32768	3	0	3
32771	24	0	24
32773	11	1	12
32776	9	0	9
32776	1	0	1
32778	26	0	26
32778	1	0	1
32779	30	1	31
32780	9	1	10
32784	6	2	8
32789	5	0	5
32792	12	1	13
32796	5	0	5
32798	3	0	3
32801	2	0	2
32803	7	0	7
32804	11	0	11
32805	1	0	1
32806	20	1	21
32807	1	0	1
32809	10	1	11
32810	4	0	4
32811	4	0	4
32812	9	2	11
32814	1	0	1
32817	5	0	5
32818	3	0	3
32819	2	0	2
32819	1	0	1
32820	1	0	1
32821	2	0	2
32822	3	0	3
32824	5	0	5
32825	11	0	11
32826	4	0	4
32827	4	0	4
32828	17	1	18
32829	4	0	4
32832	4	0	4
32833	1	1	2
32835	2	0	2
32836	1	0	1
32837	10	0	10

32839	1	0	1
32901	1	0	1
32903	3	0	3
32904	22	2	24
32905	7	0	7
32907	16	1	17
32908	12	0	12
32909	19	0	19
32922	1	0	1
32926	5	0	5
32927	8	3	11
32931	2	0	2
32934	3	0	3
32935	16	1	17
32937	12	0	12
32937	3	0	3
32937	2	0	2
32937	4	0	4
32937	1	0	1
32940	7	0	7
32949	3	0	3
32951	1	0	1
32952	7	0	7
32953	1	0	1
32955	7	2	9
32958	8	1	9
32960	9	0	9
32962	8	0	8
32966	11	0	11
32967	5	2	7
32968	8	1	9
32968	1	0	1
32976	1	0	1
33004	6	0	6
33009	1	0	1
33010	3	0	3
33012	12	1	13
33013	5	0	5
33014	17	1	18
33014	1	0	1
33015	28	2	30
33016	9	1	10
33018	19	0	19
33020	8	0	8

33021	19	1	20
33023	11	1	12
33024	28	0	28
33024	1	0	1
33025	19	6	25
33025	1	0	1
33026	21	3	24
33027	48	6	54
33028	26	7	33
33029	34	3	37
33029	1	0	1
33030	9	0	9
33031	6	0	6
33032	22	0	22
33033	23	3	26
33034	4	0	4
33035	7	0	7
33035	2	0	2
33037	12	1	13
33040	31	3	34
33042	6	0	6
33043	5	0	5
33050	8	0	8
33054	3	0	3
33055	12	0	12
33056	11	1	12
33060	11	1	12
33062	6	2	8
33063	13	1	14
33064	13	1	14
33065	20	2	22
33066	14	3	17
33067	19	1	20
33068	10	0	10
33070	11	0	11
33071	22	3	25
33073	12	0	12
33076	11	0	11
33125	1	0	1
33126	7	0	7
33127	3	0	3
33129	1	0	1
33130	1	0	1
33131	1	0	1

33132	4	0	4
33133	8	0	8
33134	11	0	11
33135	4	0	4
33137	1	0	1
33138	6	1	7
33139	3	0	3
33141	2	0	2
33142	7	0	7
33143	6	0	6
33144	10	1	11
33145	4	0	4
33146	2	0	2
33147	5	2	7
33150	3	0	3
33154	4	0	4
33155	29	1	30
33156	14	0	14
33157	28	2	30
33158	8	1	9
33161	7	0	7
33162	1	0	1
33165	25	2	27
33165	1	0	1
33166	13	1	14
33167	7	0	7
33168	4	0	4
33169	7	4	11
33170	1	0	1
33172	3	0	3
33173	17	0	17
33174	7	1	8
33175	18	0	18
33176	56	3	59
33177	24	4	28
33178	7	0	7
33179	9	2	11
33182	5	0	5
33183	9	0	9
33183	1	0	1
33184	4	0	4
33185	12	1	13
33186	44	4	48
33187	16	1	17

33189	15	5	20
33190	4	0	4
33193	9	2	11
33194	3	0	3
33196	23	1	24
33265	2	0	2
33283	1	0	1
33301	2	0	2
33304	3	0	3
33306	1	0	1
33308	9	2	11
33309	6	0	6
33311	4	0	4
33312	5	0	5
33312	1	0	1
33313	9	0	9
33314	15	1	16
33315	4	2	6
33316	1	1	2
33317	19	1	20
33317	2	0	2
33317	1	0	1
33319	6	0	6
33321	18	2	20
33321	2	0	2
33322	19	0	19
33322	1	0	1
33323	18	1	19
33324	25	0	25
33325	34	3	37
33325	1	0	1
33326	8	0	8
33327	7	0	7
33328	40	2	42
33328	1	0	1
33330	13	0	13
33331	21	0	21
33332	2	0	2
33334	9	1	10
33351	24	0	24
33355	1	0	1
33370	1	0	1
33401	6	0	6
33403	1	0	1

33404	1	0	1
33405	7	0	7
33406	10	1	11
33406	1	0	1
33407	5	1	6
33408	7	0	7
33409	3	0	3
33410	15	0	15
33411	66	6	72
33412	21	2	23
33413	17	0	17
33414	43	2	45
33415	7	1	8
33417	7	0	7
33418	14	3	17
33426	18	0	18
33428	7	2	9
33429	1	0	1
33430	2	1	3
33431	2	0	2
33432	1	0	1
33433	20	2	22
33434	4	0	4
33435	5	0	5
33436	12	1	13
33436	2	0	2
33437	13	0	13
33441	5	1	6
33442	25	0	25
33444	3	0	3
33445	10	1	11
33446	1	0	1
33449	5	0	5
33455	6	0	6
33458	34	0	34
33460	1	0	1
33461	5	0	5
33462	19	0	19
33463	19	0	19
33463	1	0	1
33467	74	0	74
33469	16	3	19
33470	118	3	121
33470	1	0	1

33470	1	0	1
33470	2	0	2
33472	8	0	8
33473	2	0	2
33478	8	0	8
33483	4	0	4
33484	7	0	7
33486	18	0	18
33487	4	0	4
33496	4	0	4
33498	6	2	8
33510	3	0	3
33511	11	0	11
33511	2	0	2
33513	9	0	9
33514	3	0	3
33523	12	0	12
33525	20	0	20
33526	1	0	1
33527	2	0	2
33527	1	0	1
33538	1	0	1
33540	3	0	3
33541	8	0	8
33542	3	0	3
33543	9	1	10
33544	7	0	7
33545	12	0	12
33547	6	1	7
33548	3	1	4
33549	5	0	5
33556	34	0	34
33558	15	0	15
33559	2	0	2
33563	5	0	5
33565	6	0	6
33566	2	3	5
33569	5	0	5
33570	6	0	6
33572	6	0	6
33573	5	0	5
33576	2	0	2
33576	2	0	2
33578	8	0	8

33579	11	0	11
33579	1	0	1
33583	2	0	2
33584	6	0	6
33585	1	0	1
33592	2	0	2
33594	5	1	6
33596	8	0	8
33597	4	0	4
33598	3	0	3
33602	0	1	1
33603	2	0	2
33604	9	0	9
33606	1	0	1
33609	1	0	1
33610	3	0	3
33611	7	0	7
33612	4	0	4
33613	1	0	1
33615	3	2	5
33616	4	0	4
33617	7	1	8
33618	2	0	2
33619	6	0	6
33624	10	0	10
33624	1	0	1
33624	1	0	1
33625	4	0	4
33626	5	0	5
33629	2	0	2
33634	6	1	7
33635	6	0	6
33637	2	0	2
33647	13	0	13
33647	1	0	1
33694	1	0	1
33701	8	0	8
33702	2	0	2
33703	4	0	4
33704	2	0	2
33705	3	0	3
33705	2	0	2
33707	1	1	2
33708	3	0	3

33709	4	0	4
33710	10	0	10
33710	1	0	1
33711	3	1	4
33712	1	0	1
33713	3	0	3
33713	1	0	1
33714	2	1	3
33716	3	0	3
33750	1	0	1
33755	5	0	5
33756	6	2	8
33759	2	0	2
33759	1	0	1
33760	2	0	2
33761	1	0	1
33763	5	0	5
33764	11	2	13
33764	2	0	2
33765	2	0	2
33767	1	0	1
33770	3	0	3
33772	18	1	19
33773	5	1	6
33774	10	0	10
33776	3	0	3
33777	4	0	4
33781	10	1	11
33782	9	0	9
33801	9	0	9
33803	10	0	10
33805	4	0	4
33809	6	0	6
33810	3	0	3
33811	9	0	9
33812	4	0	4
33813	23	0	23
33823	14	0	14
33825	5	0	5
33827	1	0	1
33830	13	1	14
33837	14	0	14
33839	5	0	5
33843	3	1	4

33844	4	0	4
33850	5	0	5
33852	33	1	34
33853	2	0	2
33854	1	0	1
33859	3	0	3
33860	4	0	4
33868	2	0	2
33870	9	0	9
33872	2	0	2
33873	3	0	3
33875	4	0	4
33876	1	0	1
33880	18	0	18
33881	9	0	9
33884	14	1	15
33890	2	0	2
33892	1	0	1
33896	5	0	5
33897	2	1	3
33898	7	0	7
33901	12	0	12
33903	7	2	9
33904	12	0	12
33905	27	1	28
33907	5	0	5
33908	5	0	5
33909	23	0	23
33912	1	0	1
33913	22	0	22
33914	31	1	32
33917	11	0	11
33919	15	3	18
33920	9	0	9
33922	1	0	1
33928	9	2	11
33935	9	0	9
33936	3	1	4
33946	1	0	1
33947	4	0	4
33950	6	0	6
33952	7	0	7
33953	5	0	5
33954	20	1	21

33955	8	0	8
33956	1	0	1
33966	11	1	12
33967	15	0	15
33971	11	0	11
33972	3	0	3
33973	1	0	1
33974	6	0	6
33976	4	1	5
33980	2	0	2
33981	7	0	7
33982	32	1	33
33982	2	0	2
33982	2	0	2
33983	6	0	6
33983	2	0	2
33990	21	0	21
33991	29	1	30
33993	20	1	21
34104	6	1	7
34105	2	0	2
34109	7	0	7
34110	6	0	6
34112	3	0	3
34113	4	0	4
34114	1	0	1
34116	9	1	10
34116	1	0	1
34117	13	1	14
34119	10	0	10
34120	43	0	43
34135	20	2	22
34135	1	0	1
34135	2	0	2
34142	4	0	4
34202	8	0	8
34203	8	1	9
34205	5	0	5
34207	1	0	1
34208	8	1	9
34209	10	2	12
34210	2	0	2
34211	9	0	9
34212	24	1	25

34219	38	2	40
34220	1	0	1
34221	25	1	26
34222	4	0	4
34222	1	0	1
34223	4	0	4
34224	3	0	3
34229	2	0	2
34231	3	0	3
34232	9	0	9
34233	1	0	1
34234	2	0	2
34235	5	0	5
34237	1	1	2
34238	3	0	3
34239	6	0	6
34240	19	1	20
34241	15	0	15
34243	7	1	8
34250	1	0	1
34251	8	1	9
34266	5	0	5
34275	7	1	8
34286	14	2	16
34287	4	0	4
34288	19	0	19
34289	2	0	2
34291	7	0	7
34292	4	0	4
34293	11	1	12
34293	2	0	2
34420	11	1	12
34428	7	0	7
34429	7	0	7
34431	4	0	4
34432	5	0	5
34433	3	0	3
34434	5	0	5
34436	1	0	1
34442	3	0	3
34448	4	0	4
34450	3	1	4
34452	6	0	6
34453	8	4	12

34461	1	0	1
34465	2	0	2
34470	13	0	13
34471	19	1	20
34471	1	0	1
34472	11	2	13
34473	8	0	8
34474	3	0	3
34476	7	0	7
34479	2	0	2
34480	25	0	25
34482	3	0	3
34484	2	0	2
34488	1	0	1
34491	3	1	4
34601	18	0	18
34602	6	0	6
34603	1	0	1
34604	10	0	10
34606	8	0	8
34607	1	0	1
34608	15	0	15
34609	29	1	30
34609	1	0	1
34610	11	0	11
34613	4	1	5
34614	19	0	19
34637	7	0	7
34638	18	0	18
34639	19	0	19
34652	2	0	2
34653	10	0	10
34654	20	0	20
34655	24	0	24
34667	10	0	10
34668	15	0	15
34669	24	0	24
34677	1	0	1
34681	1	0	1
34683	21	0	21
34684	11	1	12
34685	1	0	1
34688	3	0	3
34689	6	0	6

34690	4	1	5
34691	8	0	8
34695	1	0	1
34698	9	0	9
34705	1	1	2
34711	48	2	50
34714	12	0	12
34715	26	1	27
34731	7	0	7
34734	2	0	2
34736	25	0	25
34737	2	0	2
34741	1	0	1
34743	3	0	3
34744	11	0	11
34746	9	0	9
34747	5	0	5
34748	5	0	5
34753	2	0	2
34758	6	0	6
34760	2	0	2
34761	11	0	11
34761	1	0	1
34762	1	2	3
34769	12	0	12
34771	15	0	15
34772	14	0	14
34772	1	0	1
34773	4	1	5
34785	6	0	6
34786	8	0	8
34787	46	5	51
34788	13	0	13
34792	2	0	2
34797	1	0	1
34884	1	0	1
34945	13	0	13
34947	3	1	4
34949	1	0	1
34950	2	0	2
34951	11	0	11
34952	18	0	18
34953	71	1	72
34953	1	0	1

34953	1	0	1
34957	10	0	10
34972	9	2	11
34972	1	0	1
34973	1	0	1
34974	13	0	13
34981	2	0	2
34982	21	1	22
34983	25	0	25
34983	1	0	1
34984	12	0	12
34986	19	0	19
34987	25	1	26
34990	48	3	51
34994	5	1	6
34996	1	0	1
34997	34	1	35
35614	1	0	1
36301	2	0	2
36426	0	1	1
36526	2	0	2
36532	2	0	2
36549	1	0	1
36618	4	0	4
36619	1	0	1
36693	2	0	2
36695	3	0	3
37055	1	1	2
39047	2	1	3
60467	1	0	1
60511	1	0	1
70062	1	0	1
80108	1	0	1
92028	1	0	1
M4C 5J6	1	0	1
T1A 7G8	1	0	1

Candidate Zip Code	Delivered	No-show	FL Bureau of Fire Prevention - Total Candidates
7208	2	0	2
11566	0	1	1
11572	0	0	0
28273	0	2	2
28461	0	1	1
30114	2	0	2
30518	1	0	1
30620	1	0	1
32040	1	0	1
32065	1	0	1
32068	1	1	2
32087	3	0	3
32095	1	0	1
32129	1	0	1
32145	1	0	1
32217	1	0	1
32219	1	0	1
32220	3	0	3
32221	3	0	3
32224	0	1	1
32225	1	1	2
32244	1	0	1
32254	0	1	1
32408	1	0	1
32439	1	0	1
32456	1	0	1
32526	1	0	1
32539	4	0	4
32578	1	0	1
32601	2	0	2
32615	1	0	1
32643	1	0	1
32666	1	0	1
32724	1	0	1
32738	1	0	1
32744	2	0	2
32746	1	0	1
32757	1	0	1
32763	6	0	6
32766	2	0	2
32771	1	0	1

32776	1	0	1
32798	1	0	1
32812	1	0	1
32818	1	0	1
32822	2	0	2
32832	1	0	1
32927	1	0	1
33004	1	0	1
33014	1	0	1
33026	2	0	2
33029	3	0	3
33031	1	0	1
33032	1	0	1
33033	1	0	1
33063	1	0	1
33064	1	0	1
33065	2	0	2
33143	3	0	3
33165	4	0	4
33173	2	0	2
33176	1	0	1
33181	1	0	1
33186	2	0	2
33411	1	0	1
33426	1	0	1
33434	1	0	1
33436	1	0	1
33470	1	0	1
33487	3	0	3
33510	1	0	1
33525	2	0	2
33544	2	0	2
33545	2	0	2
33547	1	0	1
33566	1	0	1
33579	2	0	2
33584	2	0	2
33604	1	1	2
33611	2	0	2
33613	1	0	1
33618	2	0	2
33625	2	0	2
33713	1	0	1
33776	2	0	2

33801	2	0	2
33881	2	0	2
33908	1	0	1
33947	2	0	2
33950	1	0	1
33972	2	0	2
34221	1	0	1
34251	1	0	1
34431	1	0	1
34450	1	0	1
34461	0	1	1
34471	2	0	2
34472	0	1	1
34601	1	0	1
34669	1	0	1
34705	2	0	2
34714	1	0	1
34715	2	0	2
34736	3	0	3
34744	1	0	1
34746	1	0	1
34756	1	0	1
34772	2	0	2
34945	2	0	2
34953	2	0	2
34957	2	0	2
34984	1	0	1
34987	1	1	2
34990	3	0	3
35022	1	0	1
35091	2	0	2
35904	1	0	1
36567	1	0	1
36761	1	0	1
37066	2	1	3
37075	0	1	1
39452	1	0	1
40067	1	0	1
49315	1	0	1
70706	1	0	1
77365	1	0	1
77581	1	0	1
			191

Candidate Zip Code	Delivered	No-show	FL Funeral, Cemetery & Consumer Services - Total Candidates
1583	1	0	1
8850	2	0	2
10924	1	0	1
29732	2	0	2
31320	2	0	2
31537	1	0	1
31601	2	0	2
31602	0	1	1
32004	1	0	1
32044	1	0	1
32055	2	0	2
32063	1	0	1
32065	2	0	2
32081	3	0	3
32084	2	0	2
32097	2	0	2
32112	1	0	1
32114	1	0	1
32117	1	0	1
32145	1	0	1
32159	2	0	2
32174	1	0	1
32205	1	0	1
32208	1	0	1
32210	1	0	1
32211	1	0	1
32218	4	0	4
32222	2	0	2
32234	1	0	1
32250	1	0	1
32254	2	0	2
32256	1	0	1
32258	2	0	2
32303	1	0	1
32305	2	0	2
32408	2	0	2
32413	2	0	2
32425	1	0	1
32444	1	1	2

32504	1	0	1
32514	3	0	3
32536	2	0	2
32563	1	0	1
32570	3	0	3
32578	1	0	1
32606	1	0	1
32609	1	0	1
32617	1	0	1
32641	1	0	1
32666	1	0	1
32707	1	0	1
32720	1	0	1
32771	2	0	2
32776	2	0	2
32780	0	1	1
32798	1	0	1
32824	1	0	1
32825	1	0	1
32903	1	0	1
32905	1	0	1
32907	1	0	1
32909	1	0	1
32927	1	0	1
32955	1	0	1
32958	1	0	1
32960	1	0	1
32967	1	0	1
33023	1	0	1
33025	1	0	1
33028	1	0	1
33032	1	0	1
33060	1	0	1
33068	1	0	1
33071	1	0	1
33125	2	0	2
33156	1	0	1
33161	1	0	1
33166	1	0	1
33169	2	0	2
33170	6	0	6
33174	1	0	1
33177	1	0	1
33179	2	0	2

33309	1	0	1
33311	3	0	3
33312	2	0	2
33319	2	0	2
33322	2	0	2
33334	3	0	3
33412	1	0	1
33413	1	0	1
33440	1	0	1
33458	2	0	2
33467	2	0	2
33540	2	0	2
33558	1	0	1
33567	1	0	1
33573	1	0	1
33576	2	0	2
33594	3	0	3
33612	1	0	1
33617	1	0	1
33618	1	0	1
33716	2	0	2
33759	2	0	2
33774	1	0	1
33776	1	0	1
33805	2	0	2
33815	4	1	5
33830	1	0	1
33853	2	0	2
33860	1	0	1
33884	1	0	1
33897	5	0	5
33907	1	0	1
33914	1	0	1
33952	1	0	1
33993	1	0	1
34109	1	0	1
34113	2	0	2
34207	3	0	3
34224	1	0	1
34285	2	0	2
34450	3	0	3
34471	1	0	1
34481	2	0	2
34482	1	0	1

34638	2	0	2
34639	1	0	1
34654	1	0	1
34677	3	0	3
34746	2	0	2
34756	2	0	2
34786	2	0	2
34788	1	0	1
34951	1	0	1
34994	3	0	3
37408	1	0	1
54729	1	0	1
62946	3	0	3
70433	1	0	1