

**SERVICES CONTRACT  
STATE OF FLORIDA  
DEPARTMENT OF LEGAL AFFAIRS  
OFFICE OF THE ATTORNEY GENERAL  
AND  
CALEV SYSTEMS**

This Contract is between the STATE OF FLORIDA, OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL AFFAIRS (OAG), an agency of the state of Florida with offices at The Capitol, PL-01, Tallahassee, Florida 32399-1050, and Calev Systems, 5575 NW 36<sup>th</sup> Street, Miami Springs, Florida 33166 (Contractor), and jointly referred to as "the parties".

The Contractor responded to the OAG's DLA 2020.05 ITB, Consumer Guide to the Florida Lemon Law (the ITB). The parties enter into this Contract in accordance with the terms and conditions of the solicitation.

The parties agree as follows:

**1. SCOPE OF WORK**

The Contractor will perform the services explained in detail in Attachment A to this Contract, hereby incorporated by reference, Attachment A reflects the SCOPE OF WORK, Section 2.2 of the ITB, and Contractor's BID thereto. The General Contract Terms from PUR 1000 apply and are hereby incorporated by reference. This Contract takes precedent if there is any conflict between the terms of PUR 1000 and this contract.

**2. DEFINITIONS**

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

<b>Business Day</b>	Any day between Monday through Friday, inclusive, except for state holidays observed by the OAG or any day state offices are officially closed.
<b>Bid</b>	Contractor's price sheet and all required documents submitted to the OAG in response to the ITB.
<b>Calendar Day</b>	Any day, including weekends and holiday
<b>State</b>	State will be synonymous with the State of Florida and its various agencies and other governmental subdivisions.

<b>Subcontractor</b>	Any firm or person other than an employee of a Respondent who performs any services required by the Contract for compensation, upon OAG approval
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**3. TERM**

**3.1 Initial Term**

The initial term of the Contract will be for two years. The initial Contract term will begin on September 18, 2020, or on the last date it is signed by all parties, whichever is later.

**3.2 Renewal Term**

This contract may be renewed on a yearly basis for no more than three years beyond the initial contract or for the original term of the contract, whichever is longer, and is subject to the same terms and conditions set forth in the initial contract. Renewals must be in writing, made by mutual agreement, and will be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the OAG and will be subject to the availability of funds.

**3.3 Termination**

The following terms apply in addition to the termination provisions in PUR 1000 sections 22 and 23.

In the event this Contract is terminated, all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for the Contractor under this Contract will be made available to and for the use of the OAG.

Notwithstanding the above, the Contractor will not be relieved of liability to the OAG for damages sustained by the OAG by any termination of this Contract by the Contractor. In the event this Contract is terminated, the Contractor will be reimbursed for services satisfactorily completed subject to any such damages.

**4. COMPENSATION**

**4.1 Payment**

This is a fixed price, fixed fee and unit cost contract. The OAG will pay the Contractor based on the amounts agreed to in the BID, Attachment B, Price/Rate Sheet

submitted, which is incorporated in the Contract. The total contract amount is not to exceed \$345,000.00.

**4.2 Invoices**

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

**4.3 Bills for Travel**

Bills for travel expenses are not permitted under the terms of this contract.

**4.4 Final Invoice**

The final invoice must be received within 30 calendar days immediately following contract expiration.

**4.5 Appropriations**

The state of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

**4.6 Corrective Action Plan (CAP)**

Using this Contract as the basis, the OAG, at its sole discretion, is authorized to identify contracted deficiencies within the Contractor's performance and request a proposed Corrective Action Plan (CAP) to correct the deficiencies. The request for a CAP does not prohibit assessment of financial consequences as specified in section 4.7.

**4.7 Deliverables, Tasks, Performance Measures and Financial Consequences**

Pursuant to section 287.058, Florida Statutes, this Contract must be divided into "quantifiable, measurable, and verifiable units of deliverables that must be received and accepted in writing by the contract manager before payment. Each deliverable must be directly related to the scope of work," which will clearly establish the tasks that are required to be performed.

The contract also must contain performance measures which specify the required minimum level of acceptable service to be performed and financial consequences that will apply if the Contractor fails to perform in accordance with the stated performance measures. The performance measures and financial consequences are based on deliverables, and the tasks that made up the deliverables. Financial

consequences will be a stated reduction for failure to meet the required performance measure, which will be assessed on invoiced amounts.

The Deliverables, Tasks, Performance Measures and Financial Consequences specific to this contract are set forth in Attachment A.

## **5. INDEMNIFICATION**

**This provision takes precedence over General Condition #19 in PUR 1000. General Condition #20, Limitation of Liability in PUR 1000 is specifically rejected.**

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

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

## **6. CONTRACT DOCUMENT**

This Contract constitutes the entire understanding of the parties and consists of the documents listed. In the event there is a conflict between these documents, the conflict will be resolved in the following order of priority:

- a. This Contract
- b. Scope of Work – Attachment A
- c. Price/Rate Sheet – Attachment B
- d. ITB – Contractor's Bid RESPONSE incorporated by reference, not attached.

- e. General Contract Conditions – PUR 1000 (10/06), which are incorporated by reference, and available at:

<http://www.dms.myflorida.com/content/download/2933/11777/version/6/file/1000.pdf>

## **7. CONTRACT ADMINISTRATION**

### **7.1 Contract Administrator**

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

**Tina Vaughan**  
**Bureau of General Services**  
**Office of Administrative Services**  
**Florida Department of Legal Affairs**  
**Physical Address: 107 W. Gaines Street, Tallahassee, Florida 32301**  
**Mailing Address: PL-01, The Capitol, Tallahassee, Florida 32399-1050**  
**Phone: 850-414-3300**  
**Email: tina.vaughan@myfloridalegal.com**

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

### **7.2 Contract Manager**

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

**Kairi Sisask**  
**Administrative Assistant III**  
**Physical Address: 107 West Gaines Street, Tallahassee, Florida 32301**  
**Mailing Address: PL-01, The Capitol, Tallahassee, Florida 32399-1050**

**Phone: 850-414-3494**

**Email: kairi.sisask@myfloridalegal.com**

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

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

The Contractor will assume sole responsibility for providing the commodities and services offered in its Response, whether or not the Contractor is the Contractor of said commodities and services or any component thereof. The OAG will consider the Contractor's Representative to be the sole point of contact with regard to contractual matters. As of the effective date of the Contract, the Contractor's Representative is:

**David Tanis**

**Chief Operating Officer**

**Address: 5575 NW 36<sup>th</sup> Street, Miami Springs, Florida 33166**

**Phone: 305-672-2900**

**Email: dtanis@calevsystems.com**

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

## **8. COMPLIANCE WITH LAWS**

### **8.1 Governing Law**

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

### **8.2 Compliance**

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

laws, rules, codes, ordinances, or licensing requirements will be grounds for Contract termination or nonrenewal of the Contract.

### **8.3 License and Permits**

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

### **8.4 Notice of Legal Actions**

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

### **8.5 Public Entity Crime and Discriminatory Vendors**

Pursuant to sections 287.133 and 287.134, Florida Statutes, the following restrictions apply to the persons placed on the convicted vendor list or the discriminatory vendor list.

#### **8.5.1 Public Entity Crime**

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

### **8.5.2 Discriminatory Vendors**

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

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

## **9. LIABILITY AND WORKER'S COMPENSATION INSURANCE**

***This provision replaces General Contract Condition # 35, of PUR 1000***

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

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

## **10. PUBLIC RECORDS**

### **10.1 Public Records Requests**

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



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

**10.2 Failure to Comply with Public Records Law**

Failure to comply with the OAG's request for records constitutes grounds for unilateral cancellation of this Contract by the OAG at any time. Further, any Contractor who fails to provide the public records to the OAG within a reasonable

time may be subject to penalties under section 119.10, Florida Statutes. exempt or confidential and exempt from public records disclosure requirements.

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

### **10.3 Indemnification**

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

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

During the Contract, the Contractor may have access to information that is confidential, exempt, or otherwise protected information. The Contractor must comply with the **Scope of Work, Attachment A**. Maintaining confidentiality and security of information which is in possession of the Contractor pursuant to this Contract is a material provision of this Contract. Failure to maintain the confidentiality and security required by the **Scope of Work, Attachment A** will result in termination of this contract for cause.

## **11. INTELLECTUAL PROPERTY**

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

## **12. DATA MANAGEMENT**

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

### **12.1 Ownership and User Rights**

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

### **12.2 Hardware and Equipment**

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

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

Deliverables and Work Products prepared by the Contractor and its Subcontractors may consist of or contain any (or any combination) of the following: (i) Background Intellectual Property (IP), including Commercial Off the Shelf (COTS) software, templates, frameworks, and other materials) owned by the State, the Contractor, a Subcontractor, or a third-party licensor; (ii) Custom IP developed during performance of the Contract specially for (or by) the State; and (iii) customizations or add-ons to, or derivative works of, a Party's Background IP. Regardless of who creates or participates in the creation of the foregoing, ownership of and use rights in them will be as set out in the remainder of this Section 13.3, consistent with the requirements of section 287.0571(5)(k), Florida Statutes., which provides that any copyrightable or patentable Intellectual Property produced as a result of work or services performed

under the Contract, or in any way connected with the Contract, will be the property of the State, with only such exceptions as are clearly expressed and reasonably valued in the Contract. In the case of any Solution component, Deliverable, or Work Product for which the OAG enters into a signed License with the owner or licensor thereof, such License's terms will supersede those set forth herein that would otherwise apply.

**13. E-VERIFY EMPLOYMENT ELIGIBILITY VERIFICATION**

Pursuant to the Office of the Governor Executive Order Number 11-116, Contractors will utilize the U.S. Office of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the Contractor during the contract term and include in any subcontracts an express requirement that subcontractors performing work or providing services pursuant to the State Contract be subject to the same employment eligibility verification requirement.

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

**14. GEOGRAPHIC LOCATION OF DATA SERVICES**

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

**15. RECORDS RETENTION**

The Contractor will retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this the Contract. The Contractor will retain all documents related to this Contract in compliance with the rules of the State of Florida, Office of the Attorney General (OAG).

**16. GIFTS**

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

**17. VENDOR OMBUDSMAN**

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

**18. MONITORING BY THE OAG**

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

**19. AUDITS**

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

**20. PREFERRED PRICE AFFIDAVIT OR PROOF OF SERVICE FORM REQUIREMENT**

During the contract term, if the OAG becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a service outside the contract, but upon the same or similar terms of the contract, then at the discretion of the OAG the price under the contract will be immediately reduced to the lower price, per Section 4(b) of PUR 1000, (10/06), Florida Administrative Code Rule 60A-1.002., State Purchasing Forms. The Contractor will submit to the OAG from an authorized representative, at least annually,

a statement attesting that the Contractor is in compliance with the "Best Pricing Offer" provision.

**21. INDEPENDENT CAPACITY OF THE CONTRACTOR**

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

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

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

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

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

**22. PRESERVATION OF REMEDIES**

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

**23. UNAUTHORIZED EMPLOYMENT**

The employment of unauthorized aliens by a Contractor is considered a violation of Section 274A of the Immigration and Nationality Act. If the Contractor knowingly employs

unauthorized aliens, such violation will be cause for unilateral cancellation of the agreement.

## **24. HIPAA COMPLIANCE**

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

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

## **25. DELEGATION OF OBLIGATIONS UNDER THE CONTRACT**

### **25.1 Subcontractors**

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

### **25.2 Assignment**

The Contractor will not sell, assign or transfer any of its rights, duties or obligations under the Purchase Order without the prior written consent of the OAG. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract, unless the OAG expressly waives such secondary liability. The OAG may assign the Contract with prior written notice to Contractor.

## **26. DIVERSITY AND DIVERSITY REPORTING**

### **26.1 Diversity**

It is the policy of the state of Florida that minority business enterprises, women-owned business enterprises, and service-disabled veteran business enterprises (as those terms are defined in Florida Statutes), have the maximum practicable opportunity to participate in performing contracts let by any state agency. The Contractor will emulate this policy to the fullest extent possible, consistent with ensuring its efficient

contract performance, by reasonably considering such business enterprises as subcontractors for the services rendered under this contract. The Contractor will comply with all controlling applicable law respecting the participation of such business enterprises in the provision of the services and to reasonably cooperate in any studies or surveys as may be conducted by the State to determine the extent of the Contractor's compliance with this section.

**26.2 Diversity Reporting**

Upon request, the Contractor will report to the OAG, any spending with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this Contract.

**IN WITNESS WHEREOF**, the OAG and the Contractor have executed this CONTRACT.

David Tanis  
Calev Systems  
David Tanis  
Chief Operating Officer  
  
8/31/2020  
\_\_\_\_\_  
Date  
  
[REDACTED]  
\_\_\_\_\_  
FEIN

John Guard  
John M. Guard  
Deputy Attorney General  
  
8/31/2020  
\_\_\_\_\_  
Date



**ATTACHMENT A  
SCOPE OF WORK**

**A. Background**

The Consumer Guide to the Florida Lemon Law (Guide) is given to buyers of new automobiles in the state of Florida. Its purpose is to provide information regarding Chapter 681, Florida Statutes.

**B. Specifications**

The Contractor will be required to print and deliver an estimated 832,000 copies of the Consumer Guide to the Florida Lemon Law on a yearly basis, divided into semi-annual printing jobs. Orders for the Guides are submitted by automobile manufacturers to the OAG twice a year; the OAG then compiles those submissions and submits the Lemon Law Consumer Guides Request Form, Attachment F, to the Contractor for fulfillment (hereinafter "Request Form"). Because the purpose of publishing the Guide is to provide statutory information, legislative or regulatory changes that require revision to the Guide during the term of this Contract may be necessary. In such an event, changes to the camera-ready artwork will be provided to the Contractor with the Request Form under the Contract.

Over the past several years, the annual number of Guides printed has fluctuated, as shown in the following table:

For delivery in:	Number of Guides Ordered
Jan-2020	466,427
Jul-2019	187,545
Jan-2019	163,760
Jul-2018	519,037
Jan-2018	266,888
Jul-2017	607,153
Jan-2017	274,3000
Jul-2016	692,632
Jan-2016	431,262
Jul-2015	607,030
Jan-2015	361,624

The anticipated total number of Guides to be ordered semi-annually through the Request Form is expected to be 832,000 annually. The number of Guides actually ordered each year will be based on past and anticipated sales of automobiles in the state, as determined by the

automobile manufacturers. If sales drop or increase beyond the expected during the six months preceding the semi-annual printing, the number of Guides requested by the manufacturers will be adjusted accordingly.

Manufacturers also submit requests for Guides outside the semi-annual printings specified herein. Those requests have varied from 10,000 to 100,00 extra Guides per year. In the event automobile manufacturers require additional Guides over the anticipated base figure, or submit requests for Guides outside of the semi-annual printings specified herein, the Contractor will fulfill this request within 60 calendar days after issuance of the Request Form for said printing, at the prices listed in the Contract.

The first semi-annual printing and delivery shall be completed in January 2021, and the second semi-annual printing and delivery shall be completed in July 2021. The Contractor will be required to ensure the Guides are received by those manufacturers identified in the Excel Spreadsheet accompanying the Request Form no later than 60 calendar days after issuance of the Request Form under the Contract. Request Forms will be issued to the Contractor in sufficient time prior to the required semi-annual printing and delivery months so as to facilitate the timely printing and delivery of the Guides.

Contractor will not sell, distribute, print or reprint any copies of the Guide unless authorized to do so in writing by the OAG.

### **C. Product Specifications**

All work, including press work, will be neat, even in impression, uniform in lines and perfect register. The margins will be uniform on each page with uniform appearance in the finished work. Only quality materials will be used.

Each Guide will meet the following specifications:

#### **1. Number of Pages/Description**

Total of 16 pages: when folded to 8 ½" x 5 ½", including front and back cover (not included carbonless form) as follows:

- a. 3-8 ½" x 11" signatures printed front and back
- b. Cover page front and back

#### **2. Carbonless Form Insert**

3-part carbonless form, 8 ½" x 11", color sequence to be white, canary, and pink, printed black ink front side only. Carbonless form, glue with "fan apart" as usual. Perforated carbonless form 4 7/8" from "fan apart" glued edge 1/8" short of open edge (see diagram in Sample Images). This form will be the first signature inserted into the stitched Guide

as the first signature next to the cover, with glued edge 1/8" short of open edge to the left and stapled into the Guide.

**3. Cover Size**

Full Bleed 8 ½" x 11" (folded to 8 ½" x 5 ½")

**4. Page Size**

8 ½" x 11", folded to 8 ½" x 5 ½"

**5. Stock**

- a. Cover – 67lb. Vellum Bristol cover. Color to be cream, ivory or natural.
- b. Pages – Text weight 60lb. offset white, un-coated.
- c. Carbonless Form Insert – 3-part white, canary and pink.

**6. Composition**

All camera-ready artwork will be supplied by the Agency with the issued Contract.

**7. Ink**

- a. Cover – Pantone 1605 U & Black (2/2)
- b. Pages – Pantone 1605 U & Black (2/2)
- c. Carbonless Form Insert – Black (1/0)

**8. Binding**

Collated, Inserted, Stapled and Trimmed

**D. Proofs**

Initial color proof is required to be submitted for approval within seven days of receipt of Contract to:

Office of Attorney General  
Lemon Law Arbitration Program  
ATTEN: Kairi Sisask  
PL-01, The Capitol  
Tallahassee, Florida 32399-1050

**E. Ordering of Guides**

Orders will be submitted by the Agency, using the Lemon Law Consumer Guides Request Form – Attachment C.

**F. Delivery of Guides**

Guides are to be delivered within 60 days after receiving the Lemon Law Consumer Guides Request Form, Attachment F, from the OAG Lemon Law Arbitration. Shipping location(s) of ordered guides will be provided by the Agency via Excel spreadsheet.

**G. Shipping Charges**

Shipping charges will be paid by the Contractor.

**H. Financial Consequences**

Failure of the Contractor to perform as specified above will result in a reduction of payment for the effected deliverable as follows:

1. Failure to meet the Specifications, as provided above in sections B, C and D, will result in a reduction of five percent for the rate per Guide multiplied by the number of Guides affected. The OAG will not accept defective Guides, i.e. Guides that do not meet the Specifications. The reduction will be assessed on the per Guide price on the invoice for the replacement Guides.
2. Failure to deliver the Guides within 60 days after receiving the Lemon Law Consumer Guides Request Form will result in a reduction of five percent for each day beyond 60 days the Guides are not delivered. The reduction will be assessed on the per Guide price on the invoice for the affected order.

**ATTACHMENT B  
PRICE PAGE**

Prices were bid per consumer guide, inside delivery price per guide, based on the “Consumer Guide to the Florida Lemon Law” (Guide). Printing Specifications are included herein.

The per Guide price cannot be extended beyond the ten thousandth place (.0000).

<b>INITIAL TERM</b>	<b>INITIAL PRICE PER GUIDE</b>
(initial term is 2 years)	\$ 0.165
<b>RENEWAL TERM</b>	<b>RENEWAL PRICE PER GUIDE</b>
(Up to three years)	\$ 0.165
<b>TOTAL PRICE</b>	<b>\$ 0.3300</b>

