

1 A bill to be entitled
 2 An act relating to contractual services contract
 3 liability limits; amending s. 287.058, F.S.; requiring
 4 the contract document evidencing a procurement of
 5 contractual services to specify a maximum liability
 6 limit for the contractor; requiring certain liability
 7 terms to specify a defined monetary threshold or
 8 monetary formula which establishes the maximum
 9 liability of the contractor; providing the
 10 applicability of the monetary threshold or monetary
 11 formula to certain claims; providing an effective
 12 date.

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 14 Be It Enacted by the Legislature of the State of Florida:

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 16 Section 1. Subsection (1) of section 287.058, Florida
 17 Statutes, is amended to read:

18 287.058 Contract document.—

19 (1) Every procurement of contractual services in excess of
 20 the threshold amount provided in s. 287.017 for CATEGORY TWO,
 21 except for the providing of health and mental health services or
 22 drugs in the examination, diagnosis, or treatment of sick or
 23 injured state employees or the providing of other benefits as
 24 required by chapter 440, shall be evidenced by a written
 25 agreement embodying all provisions and conditions of the

26 procurement of such services, which shall, where applicable,
27 include, but not be limited to, a provision:

28 (a) That bills for fees or other compensation for services
29 or expenses be submitted in detail sufficient for a proper
30 preaudit and postaudit thereof.

31 (b) That bills for any travel expenses be submitted in
32 accordance with s. 112.061. A state agency may establish rates
33 lower than the maximum provided in s. 112.061.

34 (c) Allowing unilateral cancellation by the agency for
35 refusal by the contractor to allow public access to all
36 documents, papers, letters, or other material made or received
37 by the contractor in conjunction with the contract, unless the
38 records are exempt from s. 24(a), Art. I of the State
39 Constitution and s. 119.07(1).

40 (d) Specifying a scope of work that clearly establishes
41 all tasks the contractor is required to perform.

42 (e) Dividing the contract into quantifiable, measurable,
43 and verifiable units of deliverables that must be received and
44 accepted in writing by the contract manager before payment. Each
45 deliverable must be directly related to the scope of work and
46 specify a performance measure. As used in this paragraph, the
47 term "performance measure" means the required minimum acceptable
48 level of service to be performed and criteria for evaluating the
49 successful completion of each deliverable.

50 (f) Specifying the criteria and the final date by which

51 such criteria must be met for completion of the contract.

52 (g) Specifying that the contract may be renewed for a
 53 period that may not exceed 3 years or the term of the original
 54 contract, whichever is longer, specifying the renewal price for
 55 the contractual service as set forth in the bid, proposal, or
 56 reply, specifying that costs for the renewal may not be charged,
 57 and specifying that renewals are contingent upon satisfactory
 58 performance evaluations by the agency and subject to the
 59 availability of funds. Exceptional purchase contracts pursuant
 60 to s. 287.057(3)(a) and (c) may not be renewed.

61 (h) Specifying the financial consequences that the agency
 62 must apply if the contractor fails to perform in accordance with
 63 the contract.

64 (i) Specifying a maximum limit of liability for the
 65 contractor by defined monetary threshold or monetary formula.

66 1. Liability terms as enumerated under any contract or
 67 purchase order of a governmental entity as defined in s. 287.012
 68 shall specify a defined monetary threshold or monetary formula
 69 which establishes the maximum liability of the contractor for
 70 the contract or purchase order.

71 2. The monetary threshold or monetary formula may not
 72 apply to claims arising under separate contractual provisions
 73 specific to indemnification.

74 (j)~~(i)~~ Addressing the property rights of any intellectual
 75 property related to the contract and the specific rights of the

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76 | state regarding the intellectual property if the contractor
77 | fails to provide the services or is no longer providing
78 | services.

79 |
80 | In lieu of a written agreement, the agency may authorize the use
81 | of a purchase order for classes of contractual services if the
82 | provisions of paragraphs (a)-(j) ~~paragraphs (a)-(i)~~ are included
83 | in the purchase order or solicitation. The purchase order must
84 | include, but need not be limited to, an adequate description of
85 | the services, the contract period, and the method of payment. In
86 | lieu of printing the provisions of paragraphs (a)-(c) and (g) in
87 | the contract document or purchase order, agencies may
88 | incorporate the requirements of paragraphs (a)-(c) and (g) by
89 | reference.

90 | Section 2. This act shall take effect July 1, 2023.