

SCOPE OF WORK

A Purchase Order will be issued between the State of Florida, Florida Department of Economic Opportunity, hereinafter referred to as “DEO” and Gartner, Inc., hereinafter referred to as “Contractor.” DEO and Contractor are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

Contractor agrees to provide services in accordance with the terms and conditions of this Scope of Work; State Term Contract Number 80101507-21-STC; Information Technology Independent Verification and Validation; and subsection 287.058(1)(a)-(i), Florida Statutes (F.S.). The requirements of paragraphs (a) – (c) of subsection 287.058(1), F.S., are hereby incorporated by reference.

1.0 General Description and Purpose of this RFQ

DEO is in need of a Contractor to provide Information Technology Independent Verification and Validation (IV&V) services for the continuous modernization of the Reemployment Assistance Claims and Benefits Information System (“System”). The Contractor will provide independent and objective assessment of the System’s Modernization Program, including each of the Modernization Program’s Projects (“Modernization Projects”), across a series of dimensions to ensure the Modernization Program fulfills the established requirements and meets the needs of the Reemployment Assistance Program.

Any reference herein to “the System” includes the current and future state for modernization and includes interfaces, applications, and other systems that exchange data with the Reemployment Assistance Program.

1.1 Background

In collaboration with its partners, DEO assists the Governor in advancing Florida’s economy by championing the state’s economic development vision and by administering state and federal programs and initiatives to help visitors, citizens, businesses, and communities. In support of this mission and vision, DEO maintains the System commonly referred to as “CONNECT.” The System serves as the central repository to file, track, view, and process Reemployment Assistance claims. The System functions as the core benefits administration platform for DEO staff, claimants, and employers and Third-Party Administrators (TPA). The System provides online access to apply for benefits, view and track claims, set up payment information, respond to fact-finding requests, and protest and appeal eligibility determinations. For employers, the System allows access to respond to and protest inquiries regarding claimants receiving Reemployment Assistance benefits. Additionally, the System allows employers to grant TPAs access to perform specific administrative functions.

In response to the impact on the System throughout the COVID-19 pandemic, DEO partnered with a third-party contractor to perform a study to include assessment of the System built in 2013, actions taken to stabilize the performance of the System in 2020, and to compare solution options to enable immediate usability improvements and a sustainable continuous modernization path. On February 26, 2021, the [Final Report for Improved Delivery of Reemployment Assistance Benefits](#) (“Final Report”) was published, and includes a recommended approach and implementation roadmap for future modernization efforts. The Final Report is incorporated herein by reference. The recommendations divide modernization initiatives into realistic, viable, and achievable projects and includes the acquisition of third-party services to support the efforts and initiatives referred to as the Modernization Program. The goals of the Modernization Program are to:

- A. Implement immediate System performance and functional improvement needs while positioning DEO with a secure, scalable, and sustainable System architecture and agile support processes.
- B. Have a System that is efficient, scalable, and meets the needs of providing benefits to protect workers who lose their job through no fault of their own.

- C. Achieve Reemployment Assistance national prominence, as measured through the federal core measures, program integrity measures, and Secretary standards required by the U.S. Department of Labor.
- D. Improve access and equity in the delivery of Reemployment Assistance benefits.
- E. Sharpen the Reemployment Assistance program’s focus on outcomes and accountability.
- F. Promote Floridians’ self-sufficiency.
- G. Have a System that is capable of responding rapidly to changes in law and economic conditions.
- H. Reduce cyber security risk and potential for fraud.
- I. Improve information flow with claimants, employers, and TPAs to make quicker decisions.
- J. Improve Reemployment Assistance program quality, accountability, performance, and integrity.
- K. Leverage new technologies to improve claimants, employers, and TPAs’ overall experience with the Reemployment Assistance program, including reducing the amount of time it takes to file a claim for benefits.
- L. Improve efficiencies and effectiveness in managing claim workload and being better equipped to handle unexpected spikes in the number of claims that may result from emergencies, disasters, or economic factors.
- M. Eliminate manual, error-prone, labor-intensive processes.
- N. Enhance System usability including accessibility.
- O. Reduce maintenance and support time and costs.
- P. Incorporate technical standards (e.g., software development standards, database standards, and interface standards) and modern technologies.
- Q. Seamlessly integrate with other internal/external IT assets.
- R. Modernize real time and batch interfaces that exchange data with the Reemployment Assistance program.

The first two years of the Modernization Program included 19 projects which were grouped into the following categories: infrastructure, software, data and analytics, and security, as summarized in Table 1, Projects Supporting the Reemployment Assistance Modernization Program. All 19 projects were required to be completed by June 30, 2023.

Table 1, Projects Supporting the Reemployment Assistance Modernization Program

Project Name	Description
Infrastructure	
Cloud Migration	This project includes transitioning the System from operating on hardware stored on premise to a cloud-based environment to ensure all aspects of the System are available to users during periods of high demand for continuous claims processing, including both web-based and call center services.
Cloud Application Performance Management	This project includes utilizing a software tool that provides visibility into key System performance indicators, such as numbers of concurrent users, for System monitoring. The tool also allows DEO to set defined thresholds for performance and receive notification if remedial actions are needed to maintain System performance and prevent System downtime.
Software	
.NET and ORM Upgrade	This project is designed to ensure DEO’s .NET framework and Object Relational Mapping (ORM) software receive security fixes, updates, and technical support that align with industry standards. The .NET framework is a platform that is used to create and run software applications. ORM software promotes more efficient System development by translating low-level coding across tables that store data.
SDLC - DevOps	This project includes improving documentation for the System, including application design documentation, artifacts, and dataflow diagrams. This helps establish a process that sets a standard for maintaining System documentation and planning the deployment of System enhancements that align and prioritize Reemployment Assistance program requirements with the System’s functionality.

SOA and API Layer	This project will help promote a more efficient System by creating a layer between various components of the System that serves as the messenger for all data exchanges. This layer helps prevent a downturn in System performance by offloading demand on the System.
Rules Engine	This project includes developing a business rules catalog that may be used to support a future project that would create a separate infrastructure environment for managing and executing business rules that govern how Reemployment Assistance claims are processed.
Incremental Customer Experience /User Experience Mobile-Responsive Software Transformation	This project includes optimizing the existing System and developing a user-friendly front-end for Reemployment Assistance claimants that is also mobile-friendly. The transformation will occur incrementally to ensure all System users benefit from System optimization, with a focus on enhancing the claimant experience first.
System and Software Integration	This project includes leveraging the expertise of a third-party services provider with experience in strategic planning, System design, System development, and System integration for large multi-component system modernization efforts to ensure DEO's various modernization projects work as intended to deliver an enhanced user experience.
Strategic Planning Office	This project equips DEO with standards, governance, and project management services for the Reemployment Assistance Modernization Program, and oversees the Program's scope, schedule, and budget to promote accountability and alignment with Department priorities.
Independent Verification and Validation	This project includes leveraging an independent third-party consultant to provide objective and proactive risk identification and assessment to DEO. Observations and risks identified by the consultant are used by DEO to implement the Reemployment Assistance Modernization Program and any necessary mitigating strategies.
Reemployment Assistance Help Center	This project created a front-end website that serves as a one-stop shop for System users to get answers to frequently asked questions, view information about their claim, submit inquiries to DEO for assistance, and submit information to DEO that facilitates claims processing.
Data and Analytics	
Data Warehouse	This project established a separate infrastructure environment for storing and reporting Reemployment Assistance data. The data warehouse enhances System performance by conducting reporting activities in a separate infrastructure environment.
Reporting	This project includes migrating all System reports from the System to the Data Warehouse and developing and validating all federally mandated Reemployment Assistance reports.
Archival and Purge	This project establishes a process for archiving and purging appropriate Reemployment Assistance data. These activities will reduce DEO's data storage costs and greatly impact the efficiency and stability of the System, because it will purge any data that is no longer required to be maintained by DEO and allow for the secure storage in a separate environment of any data that DEO must maintain according to the state's records retention schedule.
Master Data Management and Interoperability	This project focuses on creating a data catalog and data dictionary for DEO. These efforts promote data standardization and data sharing among information technology systems that exchange information with the Reemployment Assistance program.

Security	
Security Architecture Review Services	This project includes assessing the proposed modernized System to strengthen System security, reduce risk for all System users, and to define and implement enhanced security practices that meet or exceed modern security standards.
Identity Management and Access Control	This project includes updating all DEO identity management and access control policies and implementing enhanced front-end security measures to authenticate System users. These efforts ensure the individuals who have access to the System are provided the appropriate amount of access for their need.
Security Architecture Audit Services	This project includes a technical audit that will be provided by an independent third-party to review and test all technical aspects of the System for improved System security.

DEO formally launched the Modernization Program in July 2021 and will complete the two-year roadmap in June 2023. Beginning July 2023, DEO will begin to move into a continuous modernization posture. Continuous modernization contemplates ongoing incremental improvements to the System's infrastructure, software, data and analytics, and security to drive System stability and to improve the user experience.

For more information about the two-year roadmap, please visit the [Modernization Program website \(www.floridajobs.org/RAModernization\)](http://www.floridajobs.org/RAModernization).

1.2 The Federal/State Unemployment Insurance Program

DEO's mission is to assist the Governor in advancing Florida's economy by championing the state's economic development vision and by administering state and federal programs and initiatives to help visitors, citizens, businesses, and communities.

DEO's Division of Workforce Services provides services to enhance Florida's labor force and has three goals to establish long-term change, including modernizing the state's Reemployment Assistance (also known as Unemployment Insurance or Unemployment Compensation) program and creating an integrated customer-focused workforce system.

America's unemployment compensation program originated in 1935 as part of the Social Security Act. Its objectives are to help unemployed workers get through temporary, involuntary unemployment and to support the business community in anticipation of economic downturn. In Florida, DEO strengthens the state's economy by providing the workforce development component of the Governor's priorities to improve Florida's education system, economic development and job creation, public safety, and public integrity.

Federal and State governments have a shared responsibility for administering the program in all fifty (50) states, District of Columbia, Puerto Rico, and Virgin Islands. Each state legislates its own tax structure, qualifying requirements, benefit levels, and disqualification provisions. However, State law must conform to federal requirements. The U.S. Department of Labor (USDOL) ensures that state laws meet all requirements for approval. Therefore, any solutions selected by DEO must meet Federal requirements and allow modifications specific to Florida.

1.3 Florida's Current Reemployment Assistance Claims and Benefits Information System

DEO administers Florida's Reemployment Assistance program. The current System was deployed in 2013 to provide a modernized, web-based system and to replace a legacy mainframe system. It is used by DEO staff, claimants, employers, and TPAs, and serves as the central repository to track, view, and file Reemployment Assistance claims. The System functions as the core benefits administration platform for DEO staff and provides online access for

claimants to apply for benefits, view and track claims, set up payment information, and file an appeal. For employers, the System allows access to inquiries regarding claimants for response and to protest a benefit charge or file an appeal. Additionally, the System allows employers to grant TPAs access to perform specific functions.

The Department of Revenue (DOR) administers the Reemployment Tax program, and registers employers, collects the tax and wage reports due, assigns tax rates, and audits employers. DOR operates the System for Unified Taxation (SUNTAX), which is where Reemployment tax data is housed. DOR's SUNTAX system and DEO's System are interconnected and any change to either system could impact Reemployment Assistance benefit payments.

The System is primarily developed in .NET using an Oracle database and is hosted in the Azure Government Cloud. The System is based on the Unemployment Framework for Automated Claim and Tax Services system (uFACTS), which is also deployed in Massachusetts and New Mexico. As a result, a reduced-scope solution was deployed in 2013. Since the deployment, DEO has been focused on resolving a backlog of technical issues and adding required functionality while accumulating technical debt across 75 proprietary products that make up the System. The System covers today's basic needs, but workarounds, including manual databases, spreadsheets, tickler lists, and desk procedures have been put in place to keep up with changes. It is critical for DEO to be able to improve the timely delivery of Reemployment Assistance benefits to effectively serve eligible claimants.

The following are examples of challenges with the current System:

- A. Problematic to enhance or modify the existing System, and System maintenance requires extensive programming to incorporate changes.
- B. Significant parts of the System's processing are performed in batch mode overnight, lessening responsiveness and timeliness to customers.
- C. Offers minimum self-service functionality.
- D. Not customer-centric.
- E. Not mobile-friendly or responsive for mobile devices.
- F. Applications have been continually updated because of mandated legislative and USDOL changes, which has made the System difficult to maintain from a programming perspective.
- G. Cost of maintaining the applications is high due to the complexity of the data structures and code constructs, as well as the hardware.
- H. As a result of the increased volume and data, DEO has suspended the use of any proactive campaigns and SMS messaging advising claimants of recent payments, reminders to claim weeks or fact finding, appeals hearings, and disabled virtual IVR self-service capabilities.

The nature of how the administration of the Reemployment Assistance program is federally funded presents a challenge to the state of Florida to do more with less and creates the opportunity to maximize services and technology to address operational inefficiencies. Therefore, DEO is seeking integration services that satisfies both state and federal requirements. A modular, integrated System is vital to DEO's future success and represents a critical step in delivering Reemployment Assistance services to customers with an overarching objective of getting Floridians back to work as quickly and efficiently as possible.

1.4 Procurement Restrictions Related to the Modernization Program

The Contractor awarded this contract is precluded from being awarded any other contract associated in any with the Modernization Program or the Modernization Projects, as determined by DEO. The Contractor, including any subcontractors or company affiliates to the Contractor, is/are also precluded from entering into a subcontractor relationship for future Modernization Program solicitations unless that subcontract is solely for the provision of hardware and/or software.

Any contract award remains subject to the restrictions placed on actual or potential organizational conflicts of interest as described in Chapter 48 Code of Federal Regulation (CFR) and section 287.057(17), F.S.

1.5 Data Privacy and Cyber Security

All Modernization Projects must support the following baseline data privacy and cyber security requirements and specifications:

- A. Be hosted in DEO's Azure Government cloud or, for any selected cloud service not hosted in DEO's Azure Government cloud, must have already attained, or will attain, FedRAMP Authority to Operate (ATO) at the "Moderate" impact level or higher within 10 months of contract execution.
- B. Utilize application security best practices and standards, with leading sources of guidance being DEO policies and practices, Chapter 60GG-2, Florida Administrative Code ("F.A.C."), Chapter 60GG-4 F.A.C., Cybersecurity and Infrastructure Security Agency (CISA) Cloud Security Technical Reference Architecture (TRA), CISA Zero Trust Maturity Model, National Institute of Standards and Technology (NIST) Special Publication 800-53, the Center For Internet Security (CIS) Controls Version 8, the Open Web Application Security Project (OWASP) Top 10, the SANS Securing Web Application Technologies (SWAT) Checklist, Internal Revenue Service (IRS) Publication 1075, and Federal Bureau of Investigation (FBI) Criminal Justice Information Services Division (CJIS) Security Policy.
- C. Integrate fully with DEO's chosen Identity and Access Management solution(s).
- D. Have the ability to use third-party data validation and verification.
- E. Have the ability to request and track system changes and upgrades for audit purposes.
- F. Support the ability to limit access to specific internet protocol (IP) address ranges and domains.
- G. Support role-based (RBAC) and attribute-based (ABAC) access control for all users.
- H. Generate user audit reports by role.
- I. Allow accounts to be configured with strong passwords and passphrases, meeting or exceeding minimum DEO requirements.
- J. Provide audits and alerts for user activity, including, but not limited to, changes to records, exports, and printing.
- K. Provide the ability to manage, change, and disable default settings that pose a security risk. Such settings include, but are not limited to:
 - 1. Infrastructure and application encryption keys.
 - 2. Accounts.
 - 3. Passwords.
 - 4. Simple Network Management Protocol (SNMP) community strings.
- L. Use strong, unique encryption keys, where applicable, in both the application and underlying infrastructure, and allow them to be fully managed and controlled by DEO.
- M. Support integration with DEO's preferred central log management tool(s) and SIEM platform.

In addition to all security and compliance requirements outlined above, the following guidelines must also be met:

- A. All relevant System Security Plans (SSPs) must be updated in a manner that, at minimum, meets NIST Special Publications 800-18 Rev 1 and 800-171 guidance, as well as any identified compliance requirements.
- B. Development processes must follow secure best practices, using the NIST Secure Software Development Framework (SSDF) as a baseline, and include, at a minimum, a process for continual vulnerability assessment (to include static code analysis, dynamic code analysis, and web application scanning), as well as industry recognized best practices for code versioning and automated release management in the cloud environment.
- C. DevOps practices must follow NIST DevSecOps guidance.
- D. The development supply chain must be managed, including, but not limited to hardware, software, third-party code and code modules, portable code, and cloud environments.

- E. Audit information, including, but not limited to, physical access, logical security controls, and system logs, must be available.
- F. SOC 2 compliance audit reports for any SaaS components of the Solution must be provided and reviewed by DEO.

1.6 Regulatory Requirements

Florida laws and rules must be followed for all services and solutions, including, but not necessarily limited to:

- A. DEO requirements highlighted in section 282.318, F.S. [specifically (4) (c-i)], requiring a comprehensive risk analysis performed at least every three years, established information security policies and procedures, implemented security controls, periodic internal audits, consideration of security during procurement, employee security awareness efforts, and incident detection and response http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0200-0299/0282/Sections/0282.318.html.
- B. Section 501.171, F.S., Security of Confidential Personal Information concerning notice and duties of third-party agents and requirements for disposal of customer records http://www.leg.state.fl.us/statutes/index.cfm?mode=View%20Statutes&SubMenu=1&App_mode=Display_Statute&Search_String=501.171&URL=0500-0599/0501/Sections/0501.171.html.
- C. Florida Cybersecurity Standards (Chapter 60GG-2, F.A.C.).
- D. Florida Cloud Computing Standards (Chapter 60GG-4, F.A.C.).
- E. DEO Security policies derive guidance and ideology from the NIST 800 Series, NIST Cybersecurity Framework, and the Center for Internet Security (CIS) Controls (<https://www.cisecurity.org/controls/>). Contractor is expected to remain in compliance with these policies over the lifetime of this Contract.
- F. Section 443.1715, F.S., regarding disclosure and confidentiality of Reemployment Assistance information http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0400-0499/0443/Sections/0443.1715.html.
- G. IRS Publication 1075, Safeguards for Protecting Federal Tax Information.
- H. Social Security Administration data sharing agreements.
- I. DEO's FBI Criminal Justice Information Systems Policy.
- J. Unemployment Insurance Program Internal Security requirements.

1.7 Minimally Required Deliverables/Tasks

- A. Contractor must develop an IV&V Management Plan that ensures the Modernization Program and Modernization Projects are successfully implemented and monitored. The IV&V Management Plan must describe the activities, personnel, schedule, standards, and methodology for conducting IV&V services.
- B. Contractor must perform ongoing Modernization Program- and Modernization Project-specific analysis to enable continuous observations and assessments needed to ensure each individual Modernization Project's progress is successfully in line with Modernization Project requirements and Modernization Program goals, help facilitate coordination across the Modernization Projects, and to enable overall Modernization Program improvement, and will make observations and review and validate issues, deficiencies, and risks identified with the Modernization Program and Modernization Projects. Analysis includes, but is not limited to:
 1. Providing personnel, processes, approaches, and tools to perform IV&V services.
 2. Examining all project artifacts and documents to evaluate the effectiveness of the Modernization Program and Modernization Project's management controls, procedures, and methodology.
 3. Reviewing all Modernization Program and Modernization Project cost and expenditure documentation.
 4. Verifying and validating the quality of Modernization Program and Modernization Project work products, including other contractor deliverables and DEO procurements and contracts to verify alignment between requirements and solicited or contracted terms.

5. Reviewing any Modernization Project solicitation, procurement, or contract documents to verify that, at a minimum, the evaluation criteria are clearly articulated and are consistent with Modernization Program and Modernization Project(s) objectives, and that the obligations of DEO, contractors, subcontractors, and stakeholders are clearly defined and aligned to facilitate success.
 6. Monitoring and verifying that the work performed by DEO, contractors, subcontractors, and stakeholders meet the goals, objectives, and deliverables for the Modernization Program and Modernization Project.
 7. Ensuring Modernization Project teams follow required standards, including, but not limited to, Administrative Rule, Florida Statutes, and federal requirements.
 8. Assessing and reporting overall Modernization Program and Modernization Project(s) performance and identifying any possible impediments to successful and timely completion.
 9. Providing considerations to address concerns identified through observations.
 10. Assessing the effectiveness of Modernization Program and Modernization Project(s) communication and DEO involvement and making recommendations on necessary improvements.
 11. Identifying and validating risks and issues and assessing their impact to the Modernization Program and Modernization Project(s) progress and/or success.
- C. Contractor must provide to DEO leadership regular status updates and reports about the Modernization Program and Modernization Projects, either in person or virtually, as requested by DEO, which include, but are not limited to:
1. Post-Roadmap Assessment Report.
 - a. The Post-Roadmap Assessment Report must provide DEO a rapid assessment of the Contractor's perspective of the Modernization Program's health, status, and identified risk(s) that will require attention throughout the System's continuous modernization.
 - b. The Post-Roadmap Assessment Report must include Modernization Projects collaboratively selected by DEO and the Contractor.
 - c. The Post-Roadmap Assessment Report must:
 - 1) Evaluate the sufficiency of the Modernization Program and Modernization Project(s) scope and objectives, including, but not limited to, alignment to legislative intent and their impacts on DEO's processes and services.
 - 2) Review the planned development of the Modernization Program and Modernization Project(s)' schedules, resources, tasks, structures, processes, and procedures to assess the overall adequacy of the projects' planning.
 - 3) Assess the adequacy of the Modernization Program and Modernization Project(s) organizational governance and communication processes.
 - 4) Review potential impact of any procurement requirements and deadlines, if applicable.
 2. Weekly status meetings and weekly status reports. Weekly status meetings must be held, and weekly status reports must be provided to DEO leadership via email no later than the day before the weekly status meeting. Weekly status reports must include, at a minimum:
 - a. The meeting agenda.
 - b. A summary of the prior week activities and summary of planned activities for the following week.
 - c. An overview of key Modernization Program and Modernization Project risks and issues.
 - d. Documents requested (if any) for Contractor review.
 - e. The status of milestones and deliverables.
 3. Monthly Assessment Reports, which must be provided to DEO leadership via email by the 8th business day of each month. Monthly Assessment Reports must include, at a minimum:
 - a. An introduction that describes the scope of the Monthly Assessment Report, the data collection methods used to develop insights for the report, and the methodology used by the Contractor to assess risks and issues.
 - b. A Modernization Program-level assessment.
 - c. A Modernization Project-level assessment.

4. Quarterly Assessment Reports.
 - a. Draft Quarterly Assessment Reports must be provided to DEO leadership via email by the 8th business day the month following the close of the quarter. Final Quarterly Assessment Reports must be simultaneously submitted to the Secretary of DEO, the Executive Office of the Governor’s Office of Policy and Budget, the Chair of the Senate Appropriations Committee, the Chair of the House Appropriations Committee, and the Florida Digital Service.
 - b. Quarterly Assessment Reports must include, at a minimum:
 - 1) An introduction that describes the scope of the Quarterly Assessment Report and the risk assessment framework that is used by the Contractor to identify and assess risks and issues.
 - 2) A Modernization Program-level risk assessment summary.
 - 3) Risk assessment details which describe the specific risks included in the Modernization Program-level risk assessment summary, including the risk name, applicability, date the risk was identified, risk description, potential impacts, considerations, and actions taken by DEO.
- D. Contractor must provide Leading Practices Guidance.
 1. Leading Practices Guidance must:
 - a. Reference existing Modernization Program and Modernization Project(s) risks, issues, and observations.
 - b. Include research documents to support the guidance.
 - c. Include observations about the assessment area.
 2. Contractor must provide Leading Practices Guidance for the following assessment areas:
 - a. Governance.
 - b. Benefits realization strategy.
 - c. SDLC approach, including “hybrid” agile and waterfall methodology.
 - d. Test management and test governance, including test planning.
 3. DEO reserves the right to request that Contractor provide Leading Practice Guidance for additional assessment areas at no additional cost to DEO. DEO will issue a task order for additional Leading Practices Guidance, as needed.
- E. Contractor must notify DEO’s Deputy Secretary of the Division of Workforce Services, DEO’s Chief Technology Officer, DEO’s Chief Information Officer, DEO’s Chief Financial Officer, the Lead Senior Program Manager, and the Contract Manager immediately in writing when the Contractor determines that circumstances exist that put the scope, budget, schedule, or viability of the project at significant risk as defined in the IV&V Management Plan.

1.8 Deliverables, Tasks, Minimum Acceptance Criteria, and Financial Consequences

Deliverable 1 – IV&V Management Plan		
Description	Minimum Acceptance Criteria	Financial Consequences
Contractor must timely develop and submit an IV&V Management Plan, as specified in section 1.7.A.	At a minimum, Contractor must submit an IV&V Management Plan, as specified in section 1.7.A., no later than July 31, 2023. Completion of this deliverable is based on review and approval by DEO.	Failure to timely submit the IV&V Management Plan, as specified in section 1.7.A., will result in a deduction of \$500 per day for every business day beyond the due date, until submitted. Such deduction shall be made from the deliverable payment.
Deliverable 1 Not to Exceed: \$46,792.00		

Deliverable 2 – Post-Roadmap Assessment Report		
Description	Minimum Acceptance Criteria	Financial Consequences
Contractor must timely develop and submit a Post-Roadmap Assessment Report, as specified in section 1.7.C.1.	At a minimum, Contractor must submit a Post-Roadmap Assessment Report, as specified in section 1.7.C.1., no later than August 15, 2023. Completion of this deliverable is based on review and approval by DEO.	Failure to timely submit the Post-Roadmap Assessment Report, as specified in section 1.7.C.1., will result in a deduction of \$500 per day for every business day beyond the due date, until submitted. Such deduction shall be made from the deliverable payment.
Deliverable 2 Not to Exceed: \$140,374.00		
Deliverable 3 – Weekly Status Reports		
Description	Minimum Acceptance Criteria	Financial Consequences
Contractor must timely develop and submit Weekly Status Reports, as specified in section 1.7.C.2.	At a minimum, Contractor must submit Weekly Status Reports, as specified in section 1.7.C.2. Completion of this deliverable is based on review and approval by DEO. Equal monthly invoicing shall not exceed \$9,017.00 for services rendered under this Deliverable.	Failure to timely submit Weekly Status Reports, as specified in section 1.7.C.2., will result in a reduction of \$100 per day for every business day beyond the due date, until submitted. Such deduction shall be made from the deliverable payment.
Deliverable 3 Not to Exceed: \$108,204.00		
Deliverable 4 – Monthly Assessment Reports		
Description	Minimum Acceptance Criteria	Financial Consequences
Contractor must timely develop and submit Monthly Assessment Reports, as specified in section 1.7.C.3.	At a minimum, Contractor must submit Monthly Assessment Reports, as specified in section 1.7.C.3. by the 8 th business day of each month. The initial Monthly Assessment Report is due the first month following IV&V Management Report Submission (Deliverable 1). Completion of this deliverable is based on review and approval by DEO. Equal monthly invoicing shall not exceed \$128,676.83 for services rendered under this Deliverable.	Failure to timely submit Monthly Assessment Reports, as specified in section 1.7.C.3., will result in a deduction of \$500 per day for every business day beyond the due date, until submitted. Such deduction shall be made from the deliverable payment.
Deliverable 4 Not to Exceed: \$1,544,122.00		

Deliverable 5 – Quarterly Assessment Reports		
Description	Minimum Acceptance Criteria	Financial Consequences
Contractor must timely develop and submit Quarterly Assessment Reports, as specified in section 1.7.C.4.	At a minimum, Contractor must submit Quarterly Assessment Reports, as specified in section 1.7.C.4., by the 8 th business day of the month following the close of the quarter. Completion of this deliverable is based on review and approval by DEO. Equal quarterly invoicing shall not exceed \$128,677 for services rendered under this Deliverable.	Failure to timely submit Quarterly Assessment Reports, as specified in section 1.7.C.4., will result in a deduction of \$500 per day for every business day beyond the due date, until submitted. Such deduction shall be made from the deliverable payment.
		Deliverable 5 Not to Exceed: \$514,708.00
Deliverable 6 – Leading Practices Guidance		
Description	Minimum Acceptance Criteria	Financial Consequences
Contractor must timely develop and submit Leading Practices Guidance, as specified in section 1.7.D. Upon DEO's issuance of a Task Order, Contractor must timely develop and submit any additional Leading Practices Guidance, requested by DEO and as specified in section 1.7.D.	At a minimum, Contractor must submit Leading Practices Guidance, as specified in sections 1.7.D., within 30 business days of task order issuance. Completion of this deliverable is based on review and approval by DEO.	Failure to submit Leading Practices Guidance, as specified in section 1.7.D., will result in a deduction of \$500 per day for every business day beyond the due date, until submitted. Such deductions shall be made from the deliverable payment.
		Deliverable 6 Not to Exceed: \$425,920
TOTAL COST OF DELIVERABLES NOT TO EXCEED: \$2,780,120.00		

1.9 Contractor Responsibilities

Contractor's responsibilities under this Contract include, but are not limited to, the following:

- A. Designating an individual to manage any Purchase Order with the State of Florida entered into as a result of this Contract.
- B. Performing all activities and tasks identified in the Contract and providing all deliverables in the manner and timeframes described in the Contract.
- C. Submitting invoices monthly in a manner prescribed by this Contract.
- D. Expeditiously respond to inquiries or requests from DEO.
- E. Providing contact telephone numbers during normal business hours and an e-mail address to facilitate communication.
- F. Providing presentations and oral reports, attending meetings and events, performing records management and administrative responsibilities related to the Contract, and maintaining open and effective communication with DEO's Project Manager, Project leadership, and oversight entities.

1.10 Acceptance Criteria

Acceptance criteria for deliverables are listed with each deliverable in section 1.8 - Deliverables, Tasks, Minimum Acceptance Criteria, and Financial Consequences. Requests for payment of accepted deliverables will be submitted in a consolidated monthly billing for all deliverables and services.

All deliverables shall be submitted to the Contract Manager or designee for review and approval (“Acceptance”) in accordance with the agreed upon schedule unless otherwise approved by the Contract Manager or designee in writing. DEO will only accept each deliverable when it has been reviewed and signed off that it meets the applicable criteria specified above.

DEO anticipates completing its review of deliverables within 14 days after receiving the deliverable. DEO may return a deliverable for modification. The Contractor will have up to 14 calendar days after receiving a request for modification to cure and return the deliverable to DEO. If additional cure and review cycles are needed, the Contractor and DEO will have seven (7) to 10 calendar days to review, request revisions, or make modifications. If either the Contractor or DEO needs additional time to review, modify, or cure the deliverables, the request will be submitted in writing by email to the Contract Manager for consideration. DEO may provide additional acceptance criteria during the contract period to be used for the deliverables. DEO reserves the right to require the Contractor to revise deliverables at no additional cost to DEO. Invoices will not be paid for deliverables that fail to meet specifications until acceptable corrective action has been completed.

Failure to accept a deliverable within 30 calendar days of an original or revised deliverable submission means automatic non-acceptance by DEO unless stated otherwise by the Contract Manager or designee in writing.

2.0 Staff Qualifications and Performance Criteria

- A. Contractor shall possess the professional and technical staff necessary to perform the IV&V services required by this Contract, and the staff shall have sufficient skill and experience to perform the services assigned to them.
- B. At a Minimum, Contractor must have the following experience:
 1. Experience providing IV&V services to a public sector entity through the implementation of a large, complex Unemployment Insurance (UI) system or similar information technology project.
 2. Developed and supported IV&V monitoring processes, tools, templates, and methodologies that establish consistency and produce value in the delivery of IV&V services.
 3. Demonstrable experience in conducting IV&V services to provide value-added assessments throughout the lifecycle of a program or project.
 4. Experience with industry standard best practices and methodologies in risk and issue analysis and management.
 5. Knowledge of State and Federal laws applicable for the implementation of DEO’s Reemployment Assistance Modernization Program.
 6. Knowledge of UI systems or other comparable benefit payment systems.
- C. All the IV&V services to be furnished by the Contractor under this Contract shall meet the professional standard and quality that prevail among Information Technology professionals in the same discipline and of similar knowledge and skill engaged in related work throughout Florida under the same or similar circumstances. The Contractor shall provide, at its own expense, training necessary for keeping Contractor staff abreast of industry advances and for maintaining proficiency in equipment and systems that are available on the commercial market.
- D. Contractor staff shall render services identified by DEO and will be paid upon completion of each deliverable.
- E. Contractor shall maintain during the term of the Contract all licenses, permits, qualifications, insurance, and approvals of whatever nature that are legally required to perform the IV&V services.

- F. During the term of this Contract, Contractor shall be responsible for ensuring its employees, agents, and subcontractors, whenever on DEO premises, obey and comply with all rules, policies, and any other standards and procedures which must be adhered to by DEO's employees and vendors.

2.1 Background Screenings

DEO has designated certain duties and positions as positions of special trust because they involve special trust responsibilities, are located in sensitive locations or have key capabilities with access to sensitive or confidential information. The designation of a special trust position or duties is at the sole discretion of DEO.

Contractor or Contractor's employees, agents, or subcontractors, who in the performance of this Contract will be assigned to work in a position determined by DEO to be a position of special trust are required to submit to a Level 2 background screening and be approved to work in a special trust position prior to being assigned to this project.

Level 2 screenings include Livescan fingerprinting of individuals and submission of the fingerprints through the Florida Department of Law Enforcement (FDLE) for a local, state and National Crime Information Center (NCIC) check of law enforcement records through the Federal Bureau of Investigation (FBI).

In accordance with section 112.011, F.S., Contractor or Contractor's employees, agents, or subcontractors who have been convicted of Disqualifying Offenses, shall not be assigned to this Contract. Disqualifying Offenses include, but are not limited to, theft, fraud, forgery, embezzlement, crimes of violence or any similar felony or first-degree misdemeanor offenses directly related to the position sought. Screening results indicating convictions of Disqualifying Offenses will result in a contractor, contractor employee, agent, or subcontractor not being allowed to work on this Contract.

All costs incurred in obtaining background screening shall be the responsibility of the Contractor. The results of the screenings are confidential and will be provided by secure email transmission from FDLE to DEO and will be maintained by DEO. DEO's Contract Manager will provide written approval/disapproval of the Contractor's employees, agent, or subcontractor to the Contractor. Contractor employees, agents, or subcontractors are prohibited from performing any work under this project until written approval of the employee is received from DEO's Contract Manager. DEO reserves the right to make final determinations on suitability of all Contractor employees, agents, or subcontractors assigned to this project.

2.2 Key Personnel and Staffing Changes

The Contractor will not remove any Key Personnel from their assigned roles prior to the initial deliverable due date. The Contractor will also not remove any Key Personnel from their assigned roles without four (4) weeks prior written notification and approval of DEO's Contract Manager. The Contractor is responsible for training any replacement personnel. Replacement personnel for any removed person shall have equal or superior experience and qualifications. DEO reserves the right to require the removal from the project any Contractor personnel found, in the judgment of the project, to be unacceptable. Contractor staff who work on the project must successfully complete DEO's security awareness training. The Contractor's staff assigned to this project shall use information available in any format only for the purpose of carrying out the provisions of the Contract. Information contained in project documents such as deliverables, drafts, e.g., draft schedules and strategies, Contract artifacts, and State Data will be treated as confidential and will not be divulged by the Contractor or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of DEO is prohibited, except with express direction or consent of DEO.

For staff not designated as Key Personnel, Contractor may make staffing changes or cost shifting of staff assigned to this project only with prior review and written approval of DEO's Contract Manager. DEO's Contract Manager must

be notified in writing at least 10 days prior to a potential change in staff. Notifications must include the candidate's name, résumé, position, title, starting date, and references. DEO's Contract Manager reserves the right to interview all potential staff prior to beginning work on the project. DEO reserves the right to request the replacement of any staff through written notification to Contractor. In the event of a staff change or cost shifting, an amendment to this Contract (and the corresponding change order to the Purchase Order) shall only be required if the change of staff also results in a change of the hourly rate.

If a staffing change occurs, with each invoice submitted thereafter, Contractor shall also submit a copy of the notification letter citing the applicable staffing changes as approved, signed, and dated by DEO's Contract Manager.

2.3 Employment Verification (E-Verify)

A. Section 448.095, F.S., requires the following:

1. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 2. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
- B. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
- C. If Contractor does not use E-Verify, Contractor shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this contract.

2.4 Prohibition Against Contracting with Scrutinized Companies; Contractor Certifications

Contractor is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew this contract with DEO if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S., or is engaged in a boycott of Israel. At the time Contractor submits a bid or proposal for this contract, Contractor must certify that it is not participating in a boycott of Israel. DEO may terminate this contract at its option if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

In addition to the provisions in the preceding paragraph, if the value of this contract is \$1,000,000 or more, not including renewal years, Contractor is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew this contract with DEO if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Contractor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S., or is engaged in business operations in Cuba or Syria. Furthermore, at the time Contractor submits a bid or proposal for such a contract, Contractor must also certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. DEO may terminate this contract at its option if Contractor is found to have submitted a false certification under this section 2.4, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria.

2.5 Antitrust Violations

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

3.0 DEO Contract Liaisons

DEO designates as its Contract Manager, Tina Peacock, who can be contacted by telephone at (850) 599-0305 or by email at Tina.Peacock@deo.myflorida.com.

DEO designates as its Project Manager, Paul Forrester, who can be contacted by telephone at (850) 245-7314 or by email at Paul.Forrester@deo.myflorida.com.

4.0 Contract Period

Services under this Contract shall be in effect for up to two (2) years or 24 months and will require purchase orders, or a two-party agreement, as part of the binding agreement between DEO and Contractor. If executed through a purchase order, the Contract effective date shall be the Purchase Order start date or the issuance date of the first Purchase Order, whichever date is later, and shall end on the final Purchase Order end date. If executed through a two-party agreement, the Contract effective date will be the date specified in the Contract document. This Contract may be not be renewed.

5.0 Invoicing Instructions

In accordance with subsection 287.058(1)(a), F.S., Contractor will provide DEO’s Contract Manager invoices in sufficient detail for a proper pre-audit and post-audit thereof. All invoices must be submitted on a monthly basis to DEO’s Contract Manager in accordance with the State of Florida Reference Guide for State Expenditures at:

https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2

The invoice requirements of the State of Florida Reference Guide for State Expenditure are hereby incorporated by reference. The Contractor shall be paid upon submission of monthly invoices after delivery and acceptance of services.

To be payable:

- A. Invoices shall contain the State Term Contract number, the Purchase Order number, Contractor’s Federal Employer Identification Number, Contractor’s invoice number, and the invoice period/Deliverable number.
- B. Invoices must clearly reflect the services/deliverables that were provided according to the terms of the Contract and include the number of hours worked at the hourly rate for each State Term Contract (“STC”) position, STC job title, and the tasks that were provided during the invoice period.
- C. Invoices must include appropriate supporting documentation as identified in the deliverables, as well as written notice from DEO reflecting approval over deliverables.
- D. Invoices must be accepted and approved by DEO.

Total expenditures, which are inclusive of travel, lodging, and per diem expenses, shall not exceed \$2,780,120.00. and will only be reimbursed in accordance with section 112.061, F.S. Travel must be pre-approved in writing by DEO's Project Manager. Each request to incur travel expenses should be submitted following procedures specified in the following link: https://sharepoint.deo.myflorida.com/finan_mgt/Manuals/Travel%20Manual%203.05.pdf The procedures described in the DEO Travel Manual are hereby incorporated by reference. Performance under this Contract shall be done on a deliverable basis, not to exceed the total cost per deliverable and scope variant as specified below:

Information Technology Independent Verification and Validation (IV&V) Services State Term Contract #80101507-21-STC				
Job Title	State Term Contract Maximum Hourly Rate	DEO Discounted Labor Rate	Estimated Total Hours	Total Cost
Principal	\$436.00	\$436.00	520	\$226,720.00
Project Manager	\$395.00	\$395.00	1960	\$774,200.00
Contract Manager	\$90.00	\$90.00	0	\$0.00
Senior IV&V Analyst	\$296.00	\$296.00	5080	\$1,503,680.00
Junior IV&V Analyst	\$132.00	\$132.00	0	\$0.00
Subject Matter Expert (SME)	\$410.00	\$410.00	672	\$275,520.00
TOTAL				\$2,780,120.00

Deliverable	Total Cost
Deliverable 1 IV&V Management Plan	\$46,792.00
Deliverable 2 Post Roadmap Assessment Report	\$140,374.00
Deliverable 3 Weekly Status Reports	\$108,204.00
Deliverable 4 Monthly Assessment Reports	\$1,544,122.00
Deliverable 5 Quarterly Assessment Reports	\$514,708.00
Deliverable 6 Leading Practices Guidance	\$425,920.00
TOTAL	
\$2,780,120.00	

The State of Florida and DEO's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature and availability of any and all applicable federal funds. DEO shall be the final authority as to the availability of funds for this Contract, and as to what constitutes an "annual appropriation" of funds to complete this Contract. If such funds are not appropriated or available for the Contract purpose, such event will not constitute a default on DEO or the State. DEO agrees to notify Contractor in writing at the earliest possible time if funds are not appropriated or available. The cost for services rendered under any other Contract or to be paid from any other source is not eligible for reimbursement under this Contract.

5.1 Method of Payment/Invoice

Contractor shall submit invoices for payment in the following manner:

- A. One invoice per deliverable upon completion and acceptance by DEO.
- B. Financial consequence shall be assessed as outlined in section 1.8, Deliverables, Tasks, Minimum Level of Service, and Financial Consequences; section 9.0, Financial Consequences for Non-Performance; and section 9.1, Financial Consequences for Failure to Comply with Purchase Order/Contract Requirements. If financial consequence(s) are approved by DEO to apply, written notice of a financial consequence shall be submitted to Contractor from the Contract Manager or designee to include guidance on appropriately reporting such financial consequence on the submitted invoice.

6.0 Confidentiality and Safeguarding Information

Each party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

Contractor must implement procedures to ensure the protection and confidentiality of all data, files, and records involved with this Contract.

Contractor shall keep and maintain public records, as defined in section 119.011(12), F.S., required by DEO to perform this Contract. Upon request from DEO, Contractor shall provide DEO 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.

Except as necessary to fulfill the terms of this Contract and with the permission of DEO, Contractor shall not divulge to third parties any confidential information obtained by Contractor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.

Contractor agrees not to use or disclose any information concerning a recipient of services under this Contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.

If Contractor has access to confidential information in order to fulfill Contractor's obligations under this Contract, Contractor agrees to abide by all applicable DEO Information Technology Security procedures and policies. Contractor (including its employees, subcontractors, agents, and any other individuals to whom Contractor exposes confidential information obtained under this Contract), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of contract.

Contractor shall notify DEO in writing of any disclosure of unsecured confidential information of DEO by Contractor, its employees, agents, or representatives which is not in compliance with the terms of the Contract (of which it becomes aware). Contractor also shall report to DEO any Security Incidents of which it becomes aware, including those incidents reported to Contractor by its sub-contractors or agents. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Contractor's possession or electronic interference with DEO operations; however, random attempts at access shall not be considered a security incident. Contractor shall make a report to DEO not more than seven (7) business days after Contractor learns of such use or disclosure. Contractor's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or

disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by DEO's Information Security Manager, at Contractor's sole expense.

In the event of a breach of security concerning confidential personal information involved with this Contract, Contractor shall comply with the provisions of section 501.171, F.S. When notification to affected persons is required under this section of the statute, Contractor shall provide that notification, at Contractor's sole expense, but only after receipt of DEO's approval of the contents of the notice. Defined statutorily, and for purposes of this Contract, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Contractor is not a breach, provided the information is not used for a purpose unrelated to Contractor's obligations under this Contract or is not subject to further unauthorized use.

Upon completion of this Contract, Contractor shall transfer to DEO all public records in possession of Contractor or keep and maintain public records required by DEO to perform work under this Contract. If Contractor transfers all public records to DEO upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

6.1 Confidentiality and Safeguarding Reemployment Assistance Information

- A. Contractor staff may have access to confidential Reemployment Assistance information while performing the services described in this Contract. Contractor must implement procedures to ensure protection and confidentiality of data, files, and records involved with the Contract. All Contractor staff assigned to the Contract must sign a confidentiality statement. Contractor's confidentiality procedures must comply with all state and federal confidentiality requirements, including but not limited to section 443.1715, F.S., and 20 CFR Part 603.
- B. Any confidential Reemployment Assistance information received under this Contract will not be stored on any portable storage media or peripheral devices (e.g., laptops, thumb drives, iPads, cell phones, etc.) capable of storing the information.
- C. Contractor and Contractor staff will adhere to the provisions of this section to protect the confidentiality of Reemployment Assistance information obtained from DEO under the Contract against unauthorized access or disclosure and agrees:
 1. Reemployment Assistance information will be used only to the extent necessary to assist in the valid administrative needs of Contractor staff assigned to this Contract and shall be disclosed only for those purposes as defined in the Contract or as authorized by law.
 2. Any Reemployment Assistance information obtained from DEO shall be stored in a place physically secure from access by unauthorized persons.
 3. Reemployment Assistance information shall not be used for any purposes not specifically authorized by the Contract.
 4. Contractor will safeguard access to the confidential information in such a way that unauthorized persons cannot view, print, copy, or retrieve the information by any means.
 5. Contractor will instruct all personnel granted access to Reemployment Assistance information provided by DEO regarding the confidential nature of the information, the safeguards and requirements of this section, and the provisions specified in sections 443.1715, F.S., and 20 CFR Part 603.
 6. Contractor will take precautions to ensure that only authorized personnel who have a recognized need to

know, as attested by the Contractor, are given access to the Reemployment Assistance information.

7. Contractor understands and agrees the provisions of these terms and conditions regarding the requirements to safeguard Reemployment Assistance information are considered material conditions of the Contract.
- D. Contractor shall permit DEO, its agents, or other state and federal representatives authorized to conduct inspections described in this section, or their designees, to make on-site inspections of records relevant to the purchase order, to ensure compliance with section 443.1715, F.S., 20 CFR Part 603, and any other applicable state and federal law, regulations, or rules. Such inspections may take place with notice during normal Contractor business hours wherever the records are maintained. Contractor will ensure a system is maintained that is sufficient to permit an audit of the Contractor's compliance with these terms and conditions and the requirements specified above. Failure to allow such inspections or maintain such a system constitutes a material breach of the purchase order.
- E. All data, both electronic and hard copies, received by the Contractor or Contractor staff from DEO during the Contract are the property of DEO and must be, at DEO's discretion, surrendered to DEO or destroyed, upon expiration, termination, or cancellation of the Contract at no cost to DEO.
- F. Contractor shall not be responsible or liable for unauthorized disclosure or use of personally identifiable information or any other data provided by or otherwise relating to Reemployment Assistance applicants due to security incidents, breaches, or intrusions of DEO networks, systems, applications, databases, environments, or materials not owned or controlled by the Contractor.

7.0 Indemnification

Contractor shall be fully liable for the actions of its agents, employees, partners, and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or DEO.

Further, Contractor shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Contractor's products or DEO's operation or use of Contractor's products in a manner not contemplated by the Contract. If any product is the subject of an infringement suit, or in Contractor's opinion is likely to become the subject of such a suit, Contractor may at its sole expense procure for DEO the right to continue using the product or to modify it to become non-infringing. If Contractor is not reasonably able to modify or otherwise secure DEO the right to continue using the product, Contractor shall remove the product and refund DEO the amounts paid in excess of a reasonable rental for past use. DEO shall not be liable for any royalties.

Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or DEO giving Contractor: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Contractor's prior written consent, which shall not be unreasonably withheld.

8.0 Termination

8.1 Termination Due to the Lack of Funds

In the event funds to finance this Contract become unavailable, or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, DEO may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to Contractor. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. DEO shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract, Contractor will be compensated for any work satisfactorily completed prior to notification of termination.

8.2 Termination for Cause

DEO may terminate the Contract if Contractor fails to: (1) deliver the product within the time specified in the Contract or any extension; (2) maintain adequate progress, as determined solely by DEO, thus endangering performance of the Contract; (3) honor any term of the Contract; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. Contractor shall continue work on any work not terminated. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under the Contract.

8.3 Termination for Convenience

DEO, by written notice to Contractor, may terminate the Contract in whole or in part when DEO determines in its sole discretion that it is in the State's interest to do so. 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. Contractor shall not be entitled to recover any cancellation charges or lost profits.

9.0 Financial Consequences for Non-Performance

Financial consequences shall apply for non-performance of the Contract by the Contractor. DEO shall apply financial consequences identified below, in addition to the financial consequences provided in section 1.8, as applicable, to Purchase Orders or Contracts issued by DEO.

In addition:

In the event that a deliverable is deemed unsatisfactory by DEO, the Contractor shall re-perform the deliverable as needed for submittal of a satisfactory deliverable at no additional cost to DEO within the timeframe established by DEO.

Contractor's continued inability to perform under the conditions of the Contract may result in default proceedings pursuant to section 287.1351, F.S.

Failure to respond to a DEO request to correct a deficiency in the performance of the Contract may result in termination of the Contract.

9.1 Financial Consequences for Failure to Comply with Purchase Order/Contract Requirements

In addition to those remedies outlined in sections 1.8 and 9.0, and any other remedies provided by law, if Contractor fails to comply with the requirements of the Purchase Order/Contract, Contractor shall pay to DEO financial

consequences for such failures, unless DEO, in its sole and absolute discretion, waives such financial consequences for such failure in writing based upon its determination that the failure was due to factors beyond the control of Contractor. The state of Florida reserves the right to withhold payment when the Contractor has failed to perform/comply with provisions of the Purchase Order/Contract. A financial consequence in the amount of one (1) times the hourly rate(s) of each Contractor employee assigned to the Purchase Order/Contract will be assessed against Contractor for each submittal of an invoice during the period that the Contractor is out of compliance with the Purchase Order/Contract. This amount shall be reflected as a credit on the invoice submitted to DEO. DEO in its sole discretion shall determine when the Contractor is failing to comply, and DEO in its sole discretion shall determine when the Contractor has remedied the failure.

These consequences for non-performance are not to be considered penalties and are intended to compensate for damages.

10.0 Exceptions to Application of the Financial Consequences Provision

Contractor may be excused for failing to provide qualified staff as required by the terms of this Contract (hereinafter "services") if such failure is beyond the control of Contractor and is approved, in writing, by DEO. Excusals may be approved for such events as, but not limited to:

- A. Acts or omissions of DEO, any other State agency, or third parties other than Contractor's subcontractors providing services to or for DEO.
- B. Announcement of new legislation affecting services.
- C. Federal guidance impacting services.

Contractor shall advise DEO in writing as soon as possible after learning of any circumstance or occurrence which has affected or will affect Contractor's ability to achieve any of the required services. In no event shall notice to DEO be provided more than 72 hours after such circumstance or occurrence. DEO shall be the sole determiner of whether Contractor's failure to provide services in accordance with the terms of this Contract is excusable.

11.0 Contract Document

The interpretation and performance of this Contract, and all transactions under it shall be governed by the laws of the State of Florida. Contract documents include the State Term Contract, the terms and conditions of this solicitation, and any addenda to it, DEO's Vendor Core Contract, Contractor's response, purchase orders issued in accordance with the Contract, State Term Contract Number 80101507-21-STC, and the contract issued as a result of this RFQ. This Scope of Work will supersede Contractor's response in the event of any conflicting provisions.

DEO reserves the right to make modifications to this Contract if it is deemed to be in the best interest of DEO or the State of Florida.

DEO reserves the right to issue a Purchase Order as the contract agreement or may require Contractor to enter into another form of a definitive contract. The Purchase Order will incorporate State Term Contract Number 80101507-21-STC, the My Florida Marketplace (MFMP) Purchase Order Terms and Conditions, this Scope of Work and any Attachments and Addenda thereto, and the relevant portions of the awarded Contractor's Response. Any pre-printed Purchase Order terms and conditions included in the Contractor's forms or invoices shall be null and void. If there are conflicting provisions between the documents that make up the Purchase Order, the order of precedence for the documents is as follows:

1. DEO Vendor Core Contract
2. Scope of Work including any Attachments and Addenda
3. State Term Contract 80101507-21-STC

4. Purchase Order
5. MFMP Purchase Order Terms and Conditions
6. Contractor's Response

12.0 Governing Laws

Contractor agrees that this Contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of the Contract. The exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, the Parties waive any right to jury trial. For avoidance of doubt, should any term of this Contract conflict with any applicable law, rule, or regulation, the law, rule, or regulation shall control over the provisions of this Contract.

13.0 Non-Disclosure

Contractor shall not divulge, disclose, or communicate information pertaining to the services provided in accordance with this Contract to any third party for any purpose not in conformity with this Contract without the express written consent of DEO. Contractor shall not divulge, disclose, or communicate information regarding the services rendered including but not limited to product development plans, products, processes, procurement documents, ideas, strategies and information, program methods, program plans, customer names and related information, contracts, contractual relationships, pricing, financial information, designs, software, hardware, works-in-progress, development tools, source code, specifications, improvements, enhancements, and databases. However, information which is or becomes part of the public domain through no direct or indirect act or omission of Contractor is excluded from this section. Contractor shall ensure that any agent, including a subcontractor, providing services in accordance with this Contract agrees to the same terms, conditions, and restrictions that apply to Contractor with respect to this section. Violation of this section shall constitute a material breach of the Contract, and DEO may avail itself of all appropriate legal and equitable remedies.

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ATTACHMENT B
DEO Vendor Core Contract

I. CONTRACTOR AND DEO AGREE:

A. Requirements of paragraphs (a) – (i) of subsection 287.058(1), Florida Statutes (F.S.):

1. Contractor shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
 - a. If travel expenses are authorized, Contractor shall submit bills for such travel expenses and shall be reimbursed only in accordance with section 112.061, F.S.
 - b. Contractor shall allow public access to all documents, papers, letters or other materials made or received by Contractor in conjunction with this Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. It is expressly understood that DEO may unilaterally cancel this Contract for Contractor's refusal to comply with this provision.
 - c. Contractor shall perform all tasks contained in the Scope of Work.
 - d. Receipt by Contractor of DEO's written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Contract and is contingent upon Contractor's compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the Scope of Work and DEO shall apply the applicable criteria stated in the Scope of Work to determine satisfactory completion of each deliverable).
 - e. Contractor shall comply with the criteria and final date by which such criteria must be met for completion of this Contract.
 - f. **Renewal and Extension:** If the Contract was procured by an exceptional purchase pursuant to subsections 287.057(3)(a) or (3)(c), F.S., it may not be renewed. If the Contract was competitively procured, the price of the renewal must be included in the response to the Invitation to Bid (ITB), Request for Proposal (RFP), or Invitation to Negotiate (ITN) and the renewal price for the Contract shall not exceed that as set forth in the response to the ITB, RFP, or ITN. Subsection 287.057(13), F.S., provides that contracts for commodities or contractual services may be renewed on a yearly basis for a period of up to three years after the initial contract, or for a period no longer than the term of the original contract, whichever is longer. Renewals are contingent upon the availability of funds, satisfactory performance evaluations by DEO, and at the discretion of DEO. Costs for any renewal may not be charged. Renewal and/or extension of the contract shall be at DEO's sole discretion and in compliance with section 287.057(12), F.S. This Contract may not be renewed.
 - g. If Contractor fails to perform in accordance with the Contract, DEO shall apply the financial consequences specified herein.
 - h. Unless otherwise agreed in writing, intellectual property rights to preexisting property will remain with Contractor; whereas, intellectual property rights to all property created or otherwise developed by Contractor in performance of this Agreement will be owned by the State of Florida through DEO. Proceeds derived from the sale, licensing, marketing, or other authorization related to any such DEO -controlled intellectual property right shall be handled in the manner specified by applicable state statute.

B. Governing Laws:

1. State of Florida Law:

- a. Contractor agrees that this Contract is executed and entered into in the State of Florida, and shall be

construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of the Contract. Without limiting the provisions of Section II.D., Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, the Parties waive any right to jury trial. For avoidance of doubt, should any term of this Contract conflict with any applicable law, rule, or regulation, the law, rule, or regulation shall control over the provisions of this Contract.

- e. If applicable, Contractor agrees that it is in compliance with the rules for e-procurement as directed by Rule 60A-1.033, F.A.C. and that it will maintain eligibility for this Contract through the MyFloridaMarketplace.com system.
- f. DEO shall ensure compliance with section 11.062, F.S., and section 216.347, F.S. Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) 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 exercise of discretion, or violation of a known legal duty; or (2) 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 (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of DEO's Inspector General, or other authorized State official, Contractor shall provide any type of information the Inspector General deems relevant to Contractor's integrity or responsibility. Such information may include, but shall not be limited to, Contractor's business or financial records, documents, or files of any type or form that refer to or relate to this Contract. Contractor shall retain such records for the longer of: (1) five years after the expiration of the Contract; or (2) the period required by the General Records Schedules maintained by the Florida Department of State available at: http://dhis.dos.state.fl.us/recordsmgmt/gen_records_schedules.cfm.
- g. 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 Contractor's compliance with the terms of this or any other agreement between Contractor and the State which results in the suspension or debarment of Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not result in Contractor's suspension or debarment. Contractor understands and will comply with the requirements of subsection 20.055(5), F.S., including but not necessarily limited to, the duty of Contractor and any of Contractor's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, F.S.
- h. Public Entity Crime: Pursuant to subsection 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 thirty-six (36) months from the date of being placed on the convicted vendor list. Furthermore, Contractor will complete and provide the certification in Attachment C.
- i. Advertising: Subject to chapter 119, F.S., Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from DEO, including, but not limited to

mentioning the Contract in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Contractor's name and either a description of the Contract or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to the Contract, except potential or actual authorized distributors, dealers, resellers, or service representatives.

- j. Sponsorship: As required by section 286.25, F.S., if Contractor is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Contractor's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.
- k. Mandatory Disclosure Requirements:
 - 1) Conflict of Interest: This Contract is subject to chapter 112, F.S. Contractors shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Contractors shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in Contractor or its affiliates.
 - 2) Convicted Vendors: Contractor shall disclose to DEO if it, or any of its affiliates, as defined in section 287.133(1)(a) of the Florida Statutes, is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the activities listed in Section I.F.1.e. above for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
 - 3) Vendors on Scrutinized Companies Lists: In executing this Contract, Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, F.S., or is engaged in a boycott of Israel, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S., engaged in business operations in Cuba or Syria, or engaged in business operations with the government of Venezuela.
 - a) Pursuant to section 287.135(5), F.S., DEO may immediately terminate this Contract for cause if Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies that Boycott Israel List, or is engaged in boycott of Israel or placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, has been engaged in business operations in Cuba Syria, or Venezuela, during the term of the Contract.

If DEO determines that Contractor has submitted a false certification, DEO will provide written notice to Contractor. Unless Contractor demonstrates in writing, within ninety (90) days of receipt of the notice, that DEO's determination of false certification was made in error, DEO shall bring a civil action against Contractor. If DEO's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed on Contractor, and Contractor will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date of DEO's determination of false certification by Contractor.
 - b) In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.
 - 4) Discriminatory Vendors: Contractor shall disclose to DEO if it or any of its affiliates, as defined by section 287.134(1)(a.), F.S., appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S. may not:

- a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity;
- b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work;
- c) submit bids, proposals, or replies on leases of real property to a public entity;
- d) be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract or agreement with any public entity; or
- e) transact business with any public entity.

l. Abuse, Neglect, and Exploitation Incident Reporting:

In compliance with sections 39.201 and 415.1034, F.S., an employee of Contractor who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report/>, or via fax at 1-800-914-0004.

m. Information Release:

- 1) Contractor shall keep and maintain public records required by DEO to perform Contractor's responsibilities hereunder. Contractor shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination of this Contract, Contractor shall transfer, at no cost, to DEO all public records in possession of Contractor or keep and maintain public records required by DEO to perform the service. 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 DEO, upon request from the DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.
- 2) If DEO does not possess a record requested through a public records request, DEO shall notify the Contractor of the request as soon as practicable, and Contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If Contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Contract. A Contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.
- 3) DEO does not endorse any contractor, commodity or service. No public disclosure or news release pertaining to this Contract shall be made without the prior written approval of DEO. Contractor is prohibited from using contract information, sales values/volumes and/or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO.
- 4) Contractor acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Contractor submits to DEO under this Contract may constitute public records under Florida Statutes. Contractor shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.
- 5) If Contractor submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Contractor prior to submittal to DEO. Failure to identify the legal basis for each exemption from the

requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as Contractor waiver of a claim of exemption. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements 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 DEO upon termination of the Contract.

- 6) Contractor shall allow public access to all records made or received by Contractor in conjunction with this Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by Contractor in conjunction with this Contract, Contractor shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S.
- 7) In addition to Contractor's responsibility to directly respond to each request it receives for records made or received by Contractor in conjunction with this Contract and to provide the applicable public records in response to such request, Contractor shall notify DEO of the receipt and content of such request by sending an e-mail to PRRequest@deo.myflorida.com within one (1) business day from receipt of such request.
- 8) Contractor shall notify DEO verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in Contractor's possession related to this Contract is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Contractor shall cooperate with DEO in taking all steps as DEO deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.
- 9) **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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

n. Funding Requirements. Intentionally Blank.

2. Federal Law and Regulations:

- a. Contractor shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 C.F.R. Part 75, 29 C.F.R. Part 95, 2 CFR Part 200, 20 CFR Part 601, *et seq.*, and all other applicable federal regulations.
- b. Contractor shall comply with all applicable federal laws, including but not limited to:
 - 1) The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
 - 2) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, *et seq.*, which prohibits discrimination on the basis of race, color or national origin.
 - 3) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.

- 4) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq.*, which prohibits discrimination on the basis of sex in educational programs.
- 5) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101, *et seq.*, which prohibits discrimination on the basis of age.
- 6) Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation, or beliefs.
- 7) The American with Disabilities Act of 1990, Public Law 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- 8) The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
- 9) The Davis-Bacon Act, as amended, 40 U.S.C. 276a to 276a-7, and as supplemented by the Department of Labor (DOL) regulations 29 CFR Part 5, the Copeland Anti-Kickback Act, 40 U.S.C. 276c and 18 U.S.C. 874, as supplemented by the DOL regulations 29 CFR Part 3, and the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-333, as supplemented by the DOL regulations 29 CFR Part 5, regarding labor standards for federally assisted construction subagreements.
- 10) The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, *et seq.*, Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to DEO.
- 11) Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.
- 12) The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352: Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see Certification Regarding Lobbying Form within Attachment C of this Contract). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- 13) Debarment and Suspension: When applicable, as required by the regulation implementing Executive Order (EO) No. 12549 and EO No. 12689, Debarment and Suspension, 2 CFR Part 2998, Contractor must not be, nor within the three-year period preceding the effective date of the Contract have been, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. No contract shall be awarded to parties listed on the U. S. Government Services Administration List of Parties Excluded from Federal Procurement or Non-Procurement Programs. Contractor must provide a completed Certification

Regarding Debarment, Suspension, and Other Responsibility Matters, included in Attachment C of this Contract.

- 14) Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 15) Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.
- 16) Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.
- 17) Rights to Inventions Made Under Contract or Agreement: Contracts or agreements for the performance of experimental, development, or research work shall provide for the rights of the Federal Government and Contractor in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contract and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 18) The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.
- 19) E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 20) Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions

which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 21) Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
- 22) Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

C. Contractor Payments:

1. Contractor will provide DEO's Contract Manager invoices in accordance with the requirements of the State of Florida Guide for State Expenditures ([State Expenditures Reference Guide](#)) with detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:
 - a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Contract for the invoice period. Payment does not become due under the Contract until the invoiced deliverable(s) and any required report(s) are approved and accepted by DEO.
 - b. Invoices must contain Contractor's name, address, federal employer identification number or other applicable Contractor identification number, the Contract number, the invoice number, and the invoice period/Deliverable. DEO or the State may require any additional information from Contractor that DEO or the State deems necessary to process an invoice.
 - c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.
2. At DEO's or the State's option, Contractor may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices may be submitted to the DEO Contract Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.
3. Payment shall be made in accordance with section 215.422, F.S., Rule 69I-24, F.A.C., and section 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services unless the solicitation documents or the Contract Scope of Work specify otherwise. DEO has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Contractor due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to DEO. DEO is responsible for all payments under the Contract.
4. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to section 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at: <http://www.myfloridacfo.com/aadir/interest.htm>

5. Final Invoice:

Contractor shall submit the final invoice for payment to DEO no later than **60** days after the Contract ends or is terminated. If Contractor fails to do so, DEO, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Contractor to have forfeited any and all rights to payment under this Contract.

D. Return or Recoupment of Funds:

1. Contractor shall return to DEO any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to Contractor by DEO. In the event Contractor or its independent auditor discovers that overpayment has been made, Contractor shall repay said overpayment within forty (40) calendar days without prior notification from DEO. In the event DEO first discovers an overpayment has been made, DEO will notify Contractor by letter. Should repayment not be made in a timely manner, DEO shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to DEO Contract Manager and made payable to the "Department of DEO."
2. Notwithstanding the damages limitations of Section II.F., if Contractor's non-compliance with any provision of the Contract results in additional cost or monetary loss to DEO or the State of Florida, DEO can recoup that cost or loss from monies owed to Contractor under this Contract or any other contract between Contractor and any State entity. In the event the discovery of this cost or loss arises when no monies are available under this Contract or any other contract between Contractor and any State entity, Contractor will repay such cost or loss in full to DEO within thirty (30) days of the date of notice of the amount owed, unless DEO agrees, in writing, to an alternative timeframe.

E. Vendor Ombudsman:

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

F. Audits and Records:

1. Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Contractor's books, documents, papers, and records, including electronic storage media, as they may relate to this Contract, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
2. Contractor shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Contract.
3. Contractor will provide a financial and compliance audit to DEO, if applicable, and ensure that all related party transactions are disclosed to the auditor.
4. Contractor shall retain all Contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract for a period of five (5) state fiscal years after completion or termination of this Contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) state fiscal years, the records shall be retained until resolution of the audit findings through litigation or otherwise. Contractor shall cooperate with DEO to facilitate the duplication and transfer of such records or documents upon request of DEO. Additional federal requirements may be identified in the Scope of Work.

5. Contractor shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

G. Employment Eligibility Verification:

1. Section 448.095, F.S., The State of Florida requires the following:
 - a. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - b. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
2. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
3. If Contractor does not use E-Verify, Contractor shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this contract.

H. Duty of Continuing Disclosure of Legal Proceedings:

1. Prior to execution of this Contract, Contractor must disclose all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (Proceedings) involving Contractor (and each subcontractor) in a written statement to DEO's Contract Manager. Thereafter, Contractor has a continuing duty to promptly disclose all Proceedings upon occurrence.
2. This duty of disclosure applies to Contractor's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.
3. Contractor shall promptly notify the DEO's Contract Manager of any Proceeding relating to or affecting the Contractor's or subcontractor's business. If the existence of such Proceeding causes the State concern that the Contractor's ability or willingness to perform the Contract is jeopardized, Contractor shall be required to provide the DEO's Contract Manager all reasonable assurances requested by DEO to demonstrate that:
 - a. Contractor will be able to perform the Contract in accordance with its terms and conditions; and,
 - b. Contractor and/or its employees, agents or subcontractor(s) have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceeding.

I. Assignments and Subcontracts:

1. Contractor agrees to neither assign the responsibility for this Contract to another party nor subcontract for any of the work contemplated under this Contract, or amend any such assignment or subcontract, without prior written approval of DEO. Any sublicense, assignment, or transfer occurring without the prior approval of DEO, shall be null and void.
2. Contractor agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Contract. If DEO permits Contractor to subcontract all or part of the work contemplated under this Contract, including entering into subcontracts with vendors for services and commodities, it is understood by Contractor that all such subcontract arrangements shall be evidenced by a written document

containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law. Contractor further agrees that DEO shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Contractor, at its expense, will defend DEO against such claims.

3. Contractor agrees that all Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all DEO security and administrative requirements identified herein. DEO may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Contractor. DEO may refuse access to, or require replacement of, any of Contractor's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with DEO's security or administrative requirements identified herein. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. DEO may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents.
 4. Contractor agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to Contractor. In the event the State of Florida approves transfer of Contractor's obligations, Contractor remains responsible for all work performed and all expenses incurred in connection with the Contract. In addition, this Contract shall bind the successors, assigns, and legal representatives of Contractor and of any legal entity that succeeds to the obligations of the State of Florida.
 5. Contractor agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from DEO in accordance with section 287.0585, F.S., unless otherwise stated in the Contract between Contractor and subcontractor. Contractor's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Contractor and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.
 6. Contractor agrees that DEO may undertake or award supplemental contracts for work related to the Contract. Contractor and its subcontractors shall cooperate with such other contractors and DEO in all such cases.
 7. Contractor shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to DEO's Contract Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. DEO's Minority Coordinator at (850) 245-7260 will assist with questions and answers.
 8. DEO shall retain the right to reject any of Contractor's or subcontractor's employees whose qualifications or performance, in DEO's judgment, are insufficient.
- J. Purchasing:
1. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):** In accordance with section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from PRIDE and has been approved in accordance with subsection 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 subsections 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>.

2. **Products Available from the Blind or Other Handicapped (RESPECT):** In accordance with subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to subsection [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 subsections 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>.

3. Contractor agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with section 403.7065, F.S.

K. MyFloridaMarketPlace Transaction Fee:

1. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System (System). Pursuant to subsection 287.057(22), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), which Contractor shall pay to the State, unless exempt pursuant to Rule 60A-1.031, F.A.C.
2. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to Contractor. If automatic deduction is not possible, Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031, F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
3. Contractor shall receive a credit for any Transaction Fee paid by Contractor for the purchase of any item(s) if such item(s) are returned to Contractor through no fault, act, or omission of Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to Contractor's failure to perform or comply with specifications or requirements of the Contract.
4. Failure to comply with these requirements shall constitute grounds for declaring Contractor in default and recovering reprocurement costs from Contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

L. Nonexpendable Property:

1. For the requirements of this Section of the Contract, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of \$1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public,

with a value or cost of \$25 or more; and hardback-covered bound books, with a value or cost of \$250 or more).

2. All nonexpendable property, purchased under this Contract, shall be listed on the property records of Contractor. Contractor shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.
3. At no time shall Contractor dispose of nonexpendable property purchased under this Contract for these services without the written permission of and in accordance with instructions from DEO.
4. Immediately upon discovery, Contractor shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.
5. Contractor shall be responsible for the correct use of all nonexpendable property furnished under this Contract.
6. A formal Contract amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Contract budget.
7. Title (ownership) to all nonexpendable property acquired with funds from this Contract shall be vested in DEO and said property shall be transferred to DEO upon completion or termination of the Contract unless otherwise authorized in writing by DEO.

M. Information Resource Acquisition:

Contractor shall obtain prior written approval from the appropriate DEO approving authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact DEO's electronic information technology equipment or software, as both terms are defined in DEO Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data.

N. Insurance:

During the Contract, including the initial Contract term, renewal(s), and extensions, Contractor, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of Contractor, and failure to maintain such coverage may void the Contract. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

Upon execution of this Contract, Contractor shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Contract, Contractor shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event any applicable coverage is cancelled by the insurer for any reason, Contractor shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage. The insurance certificate must name DEO as an additional insured and identify DEO's Contract Number. Copies of new insurance certificates must be provided to DEO's Contract Manager with each insurance renewal.

DEO shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Contractor providing such insurance. The following types of insurance are required.

1. Contractor's Commercial General Liability Insurance:

By execution of this Contract, unless Contractor is a state agency or subdivision as defined by Subsection 768.28(2), F.S., Contractor shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Contract. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

2. Workers' Compensation and Employer's Liability Insurance:

Contractor, at all times during the Contract, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work.

3. Other Insurance:

During the Contract term, Contractor shall maintain any other insurance as required in Attachment 1, Scope of Work.

O. Confidentiality and Safeguarding Information:

1. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.
2. Contractor must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Contract.
3. Except as necessary to fulfill the terms of this Contract and with the permission of DEO, Contractor shall not divulge to third parties any confidential information obtained by Contractor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.
4. Contractor agrees not to use or disclose any information concerning a recipient of services under this Contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.
5. If Contractor has access to either DEO's network or any DEO applications, or both, in order to fulfill Contractor's obligations under this Contract, Contractor agrees to abide by all applicable DEO Information Technology Security procedures and policies. Contractor (including its employees, subcontractors, agents, or any other individuals to whom Contractor exposes confidential information obtained under this Contract), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Contract.
6. Contractor shall notify DEO in writing of any disclosure of unsecured confidential information of DEO by Contractor, its employees, agents, or representatives which is not in compliance with the terms of this Contract (of which it becomes aware). Contractor also shall report to DEO any Security Incidents of which it becomes aware, including those incidents reported to Contractor by its sub-contractors or agents. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Contractor's possession or electronic interference with DEO operations; however, random attempts at access shall not be considered a security incident. Contractor shall make a report to DEO not more than seven (7) business days after Contractor learns of such use or disclosure. Contractor's report shall identify, to the extent known: (i) the nature of the

unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by DEO's Information Security Manager.

7. In the event of a breach of security concerning confidential personal information involved with this Contract, Contractor shall comply with section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Contractor shall provide that notification, but only after receipt of DEO's approval of the contents of the notice. Defined statutorily, and for purposes of this Contract, "breach of security" means the unauthorized access of data in electronic form containing personal information. Good faith acquisition of personal information by an employee or agent of the Contractor is not a breach of security, provided the information is not used for a purpose unrelated to the Contractor's obligations under this Contract or is not subject to further unauthorized use.

P. Warranty of Ability to Perform:

Contractor warrants that, to the best of its knowledge, 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 Contractor's ability to satisfy its contract obligations. Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133, F.S., or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Contract.

Q. Patents, Copyrights, and Royalties:

1. Pursuant to section 286.021, F.S., if any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Contract, Contractor shall refer the discovery or invention to DEO who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of the Contract are hereby reserved to the State of Florida. The rights to any invention resulting from this Contract that is for the performance of experimental, developmental, or research work are governed by 37 CFR Part 401 and any of its implementing regulations as applicable. All data, both electronic and hard copies, created or received by Contractor during the Contract are the property of DEO and must be surrendered to DEO upon expiration, termination or cancellation of this Contract at no cost to DEO.
2. Where activities supported by this Contract produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, DEO has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. In the event any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced Contractor shall notify DEO. Any and all copyrights and intellectual property rights accruing under or in connection with the performance funded by this Contract are hereby reserved to the State of Florida.
3. In accordance with the provisions of section 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Any action taken by the university in securing or exploiting such trademarks, copyrights, or patents shall, within thirty (30) days, be reported in writing by the president of the university to the Department of State in accordance with section 1004.23(6), F.S.

R. Independent Contractor Status:

In Contractor's performance of its duties and responsibilities under the Contract, it is mutually understood and agreed

that Contractor is at all times acting and performing as an independent contractor. DEO shall neither have nor exercise any control or direction over the methods by which Contractor shall perform its work and functions other than as provided herein. Nothing in the Contract is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

1. Except where Contractor is a state agency, Contractor, its officers, agents, employees, subcontractors, or assignees, in performance of this Contract shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Contractor represent to others that, as Contractor, it has the authority to bind DEO unless specifically authorized to do so.
2. Except where Contractor is a state agency, neither Contractor, nor its officers, agents, employees, subcontractors, or assignees are 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.
3. Contractor agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
4. Unless justified by Contractor and agreed to by DEO in the Scope of Work, DEO 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.
5. DEO shall not be responsible for withholding taxes with respect to Contractor's compensation hereunder. Contractor shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Contractor shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.
6. Contractor, at all times during the Contract, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

S. Electronic Funds Transfer:

Contractor agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer within thirty (30) days of the date the last Party has signed this Contract. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/>

Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

II. CONTRACTOR AND DEO AGREE:

A. Renegotiation or Modification:

The Parties agree to renegotiate this Contract if federal and/or state revisions of any applicable laws or regulations make changes to this Contract necessary. In addition to changes necessitated by law, DEO may at any time, with written notice to Contractor, make changes within the general scope of the Contract. Such changes may include modification of the requirements, changes to processing procedures, or other changes as decided by DEO. Any investigation necessary to determine the impact of the change shall be the responsibility of Contractor. Modifications of provisions of this Contract shall only be valid when they have been reduced to writing and duly signed and dated by all Parties.

B. Time is of the Essence:

Time is of the essence regarding the performance obligations set forth in this Contract. Any additional deadlines for performance for Contractor's obligation to timely provide deliverables under this Contract including but not limited to timely submittal of reports, are contained in the Scope of Work.

C. Termination:

1. Termination Due to the Lack of Funds:

In the event funds to finance this Contract become unavailable or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, DEO may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to Contractor. DEO shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract under this provision, Contractor will be compensated for any work satisfactorily completed prior to notification of termination.

2. Termination for Cause:

DEO may terminate the Contract if Contractor fails to: (1) deliver the product or services within the time specified in the Contract or any extension; (2) maintain adequate progress, thus endangering performance of the Contract; (3) honor any term of the Contract; or (4) abide by any statutory, regulatory, or licensing requirement. Contractor shall continue to perform any work not terminated. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under the Contract. Contractor shall not be entitled to recover any cancellation charges or lost profits.

3. Termination for Convenience:

DEO, by written notice to Contractor, may terminate this Contract in whole or in part when DEO determines in its sole discretion that it is in the State's interest to do so. 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. Contractor shall not be entitled to recover any cancellation charges or lost profits.

D. Dispute Resolution:

Unless otherwise stated in Attachment 1, Scope of Work, disputes concerning the performance of the Contract shall be decided by DEO, who shall reduce the decision to writing and serve a copy on Contractor. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, Contractor files with DEO a petition for administrative hearing. DEO's final order on the petition shall be final, subject to any right of Contractor to judicial review pursuant to section 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Contractor's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

E. **Indemnification** (NOTE: If Contractor is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence):

1. Contractor shall be fully liable for the actions of its agents, employees, partners, and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or DEO.

2. Further, Contractor shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Contractor's products or DEO's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in Contractor's opinion is likely to become the subject of such a suit, Contractor may at its sole expense procure for DEO the right to continue using the product or to modify it to become non-infringing. If Contractor is not reasonably able to modify or otherwise secure DEO the right to continue using the product, Contractor shall remove the product and refund DEO the amounts paid in excess of a reasonable rental for past use. DEO shall not be liable for any royalties.
3. Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or DEO giving Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Contractor's prior written consent, which shall not be unreasonably withheld.

F. Limitation of Liability:

For all claims against Contractor under this Contract, regardless of the basis on which the claim is made, Contractor's liability under this Contract for direct damages shall be limited to the greater of \$100,000 or three times the total dollar amount of the Contract. This limitation shall not apply to claims arising under the Indemnity paragraphs contained in this Contract.

Unless otherwise specifically enumerated in the Contract, DEO shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires Contractor to back-up data or records), even if DEO has been advised that such damages are possible. DEO shall not be liable for lost profits, lost revenue, or lost institutional operating savings. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Contractor or its affiliates to the State against any payments due Contractor under any Contract with the State.

G. Force Majeure and Notice of Delay from Force Majeure:

Neither Party shall be liable to the other for any delay or failure to perform under this Contract if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents 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 Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Contract to either Party. In the case of any delay Contractor believes is excusable under this paragraph, Contractor shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Contractor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Contractor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted

against DEO. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses, or damages, including but not limited to 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 paragraph, after the causes have ceased to exist, Contractor shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Contract to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Contractor, provided that Contractor grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Contractor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

H. Severability:

If any provision, in whole or in part, of this Contract is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

Attachment C

CERTIFICATIONS AND ASSURANCES

DEO will not award this Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Contract, Contractor provides the following certifications and assurances:

1. **Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)**
2. **Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
3. **Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
4. **Certification Regarding Public Entity Crimes, section 287.133, F.S.**
5. **Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
6. **Certification Regarding Scrutinized Companies Lists, section 287.135, F.S.**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; 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;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form of Lobbying Activities,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

Contractor also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all agreements Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that DEO and the United States have the right to seek judicial enforcement of the assurance.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform DEO immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all Recipient and/or Subrecipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135, F.S.

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, F.S.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney’s fees, and/or costs.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Contract.

By signing below, Contractor certifies the representations outlined in parts A through F above are true and correct.

(Signature and Title of Authorized Representative)

Contractor Date

(Street)

(City, State, ZIP Code)