

SCOPE OF WORK

A Contract will be entered into between the State of Florida, Department of Commerce (“Commerce”) and [KPMG LLP](#), (“Contractor”). Commerce and Contractor may be referred to herein individually as a “Party” and collectively as “the Parties.” In formulating the contract documents, Commerce reserves the right to utilize a two-party agreement, purchase orders, or any combination thereof.

Contractor agrees to provide services in accordance with the terms and conditions of this Scope of Work, Commerce’s Vendor Core Contract, the Department of Management Services (“DMS”) Purchase Order Terms and Conditions, State Term Contract Number 80101500-20-1 for Management Consulting Services, and sections 287.058(1)(a)-(i), Florida Statutes (F.S.). The requirements of paragraphs (a) – (c) of subsections 287.058(1), F.S., are hereby incorporated by reference.

1.0 Background

In June 2021, Governor Ron DeSantis signed House Bill 1507 into law, establishing the Reimagining Education and Career Help (REACH) Act. This innovative, system-wide approach to workforce development and education in Florida will create opportunities for meaningful employment and economic freedom for Floridians. Commerce is coordinating on this important initiative with the REACH Office, the Florida Department of Children and Families, the Florida Department of Education, Florida Digital Service, and CareerSource Florida, hereinafter referred to as “Workforce Partners.”

The strategic alignment and coordination of education and workforce initiatives includes an online opportunity portal allowing access to available state, federal, and local services, and tools. This will provide Floridians with broader access to education and training options, labor market information, career planning tools, workforce training, and education support.

The Workforce System Integration effort, hereinafter referred to as “FL WINS,” is currently under way at Commerce. A [feasibility study](#), completed in November 2021, provided alternatives and recommendations to best establish a consumer-first workforce system and improve coordination among Workforce Partners, as envisioned by the REACH Act. Additionally, the study provided a roadmap for program establishment, technical integration, and enhanced business process integration. These initiatives will take place over three to five years and set a foundation for enhanced coordination and service delivery for Floridians. FL WINS began in April 2022, and will end no later than December 31, 2026.

1.1 General Description

Contractor shall provide comprehensive, ongoing project management services for the FL WINS Program, along with ongoing strategic and programmatic support for various aspects of FL WINS development.

Contractor will be responsible for managing the FL WINS Program Management Office (FL WINS PMO), including practitioner-level maintenance and continuous improvement of the Program’s Center of Excellence, Central Repository, and Project Management Information System. Commerce is responsible for technical management and administration of the FL WINS PMO’s infrastructure. In addition to managing the FL WINS PMO, Contractor will provide staffing for project management, business analysis, and technical writing. There is not an expectation to have the FL WINS PMO Contractor staff assume any technical advisory or consultant roles for the FL WINS PMO.

1.2 Minimally Required Deliverables/Tasks

Under the direct supervision of Commerce’s FL WINS Program Director, or their designee, Contractor shall provide Commerce with project management services as follows.

1. Contractor shall designate a Senior Project Manager, a role included in this Contract’s designated Key Personnel, to oversee the FL WINS PMO. The Senior Project Manager will report to Commerce’s Program Director, or their designee, within five (5) business days of execution of this Contract and shall possess the knowledge, skills, and abilities outlined in Section 1.2.3. Contractor’s Senior Project Manager will be responsible for the following:
 - a. Managing and continuously improving the FL WINS Program’s Center of Excellence.
 - b. Managing and progressively elaborating the program management plan for the FL WINS Program which includes but is not limited to managing the scope, schedule, cost (budget), and quality in accordance with Rule 60GG-1.009(7), Florida Administrative Code, for the FL WINS Program and each of its projects.
 - c. Adhering to project management requirements established in Chapter 60GG-1, Florida Administrative Code.
 - d. Utilizing tools for project management and governance approved by Commerce.
 - e. Applying methods and tools, such as forecasting, metrics, analyses, modeling, scorecards, and dashboards, to measure, assess, and report on performance, efficiency, progress, productivity, and quality of the FL WINS Program and each project at least once per week.
 - f. Providing written weekly status reports on the 1st business day of the week on the FL WINS Program and its projects to Commerce’s FL WINS Program Director, or their designee, via email (or other method as approved by Commerce) utilizing a template approved by Commerce’s FL WINS Program Director, or their designee, regarding performance, efficiency, progress, productivity, cost, and quality. Commerce’s FL WINS Program Director, or their designee, reserves the right to request more frequent or additional updates as needed. Commerce’s FL WINS Program Director, or their designee, also reserves the right to request additional or more detailed information to be included in the weekly status reports as needed.
 - g. Preparing written monthly reports and any other publications or materials as otherwise requested by Commerce for all internal and external stakeholders using templates approved by Commerce. The monthly reports must be submitted on the 1st business day of each month and include, but are not limited to, ongoing system maintenance activities and progress made to date for each project milestone, deliverable, and task order, planned and actual completion dates, planned and actual costs incurred, and any current project issues and risks. Current monthly reports the Contractor will author and update include a monthly update to the FL WINS Program’s Operation Work Plan, Monthly Status Report, and Monthly Overview. Upon receipt and review, Commerce will provide the monthly reports to 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.
 - h. Attending, coordinating, and leading, either virtually or in-person, as requested by Commerce, a monthly meeting with FL WINS Program leadership to present a status update on the FL WINS Program and its projects.
 - i. Notifying all parties identified by Commerce immediately of any deviation in the FL WINS Program’s cost, schedule, scope, or status utilizing a method of communication approved by Commerce’s FL WINS Program Director or designee.
 - j. Working collaboratively with Commerce, other Workforce Partner Agency staff, and other contractors, as needed and at the direction of Commerce’s FL WINS Program Director or their designee, to ensure success of the FL WINS Program.

- k. Collaborating with the Transformational Change Management Office (TCMO) to ensure the FL WINS PMO change management and communications are fully integrated. The FL WINS PMO is responsible for ensuring that any programmatic communications, publications, and program updates are prepared and provided to the TCMO to be incorporated and dispursed by the TCMO to the FL WINS Program's stakeholders.
 - l. Providing direct supervision of FL WINS Program work production for all project managers who are assigned to projects within the FL WINS Program, including Commerce staff, Workforce Partner Agency staff, and contractors at the direction of Commerce's FL WINS Program Director or their designee, to ensure success of the FL WINS Program;
2. In addition to a Senior Project Manager, Contractor shall provide a dedicated team of, at a minimum, four (4) and up to 10, Project Managers within 30 business days of execution of this Contract who will each be assigned the responsibility for providing project management services for one (1) or more of the FL WINS projects, including Workgroups, as requested by Commerce. The Project Managers must possess the knowledge, skills, and abilities outlined in Section 1.2.3. The Senior Project Manager will seek approval from Commerce's FL WINS Program Director, or their designee, for each Project Manager prior to their assignment to the FL WINS Program. The Project Managers are responsible for fulfilling the deliverables and tasks as specified in Section 1.2.4.
3. Contractor shall ensure Contractor's Senior Project Manager and Project Managers who support the FL WINS Program have the following knowledge, skills, and abilities:
 - a. Bachelor's Degree in Computer Science, Information Systems, or another related field or equivalent work experience;
 - b. A minimum of five (5) years of IT and business experience including managing teams, customer service, and production project management in multi-platform environments;
 - c. A minimum of two (2) years of experience working directly with senior management;
 - d. Leadership experience in managing and completing complex projects relevant to both IT and business needs;
 - e. Demonstrated experience in leading high-profile projects;
 - f. Ability to communicate effectively (verbally and in writing) with technical staff, end user staff, and senior management;
 - g. Experience with conducting, facilitating, and documenting requirements gathering sessions;
 - h. Demonstrated experience in collecting requirements on large-scale implementations and complex integrations;
 - i. A minimum of two (2) years of working experience with IT and project management as it pertains to program areas such as Workforce Services, Education, and/or Public Benefit Assistance, or comparable governmental area(s); and
 - j. Certification as a Project Management Professional (PMP).
4. Contractor shall maintain and continually improve the Center of Excellence supporting the FL WINS Program, which includes but is not limited to:
 - a. Maintaining and enhancing (and developing if necessary) project management procedures, tools, templates, training, and governance that are used for the FL WINS Program;
 - b. Assisting with development of any programmatic monthly, quarterly, and annual reporting needs.
 - c. Aligning the Center of Excellence to the following operational work plan components as defined by the Project Management Institute's Project Management Body of Knowledge (PMBOK), which include but are not limited to:
 - i. Project Charter
 - ii. Work Breakdown Structure
 - iii. Resource-Leveled Project Schedule

- iv. Project Spending Plan
 - v. Project Organization & Methodology
 - vi. Organizational Change Management Plan for all stakeholders
 - vii. Risk Management Plan
 - viii. Capacity Plan
- d. Maintaining and enhancing (and developing if necessary) the following project control processes into the FL WINS Program, which include but are not limited to:
- i. Progress reporting
 - ii. Issue tracking
 - iii. Contract management
 - iv. Change and configuration management
 - v. Quality control
 - vi. Testing
 - vii. Oversight
 - viii. Procurement strategy
- e. Coordination of external entities;
- f. Maintaining and enhancing governance elements into the FL WINS Program, which include but are not limited to clarifying and establishing roles, responsibilities, expected level of effort, communication channels, and escalation process at the direction of Commerce's FL WINS Program Director or their designee, to ensure success of the FL WINS Program;
- g. Providing training and project management support and coaching for Project Managers supporting the FL WINS Program at the request of Commerce's FL WINS Program Director, including Commerce employees covered under Commerce staff and contractors;
- h. Transitioning all procedures, tools, templates, training, and governance documentation developed for the FL WINS Program to Commerce within 30 business days of expiration of this Contract or upon Commerce's request; and
- i. Contractor's Senior Project Manager shall ensure Project Managers perform the following services:
- i. Establish and implement project management processes and methodologies approved by Commerce's FL WINS Program Director, or their designee, to ensure projects are delivered on time, within budget, adhere to high quality standards, and meet Commerce's expectations;
 - ii. Assemble project plans and teamwork assignments (i.e., Risk Identification and Management) utilizing a template approved by Commerce's FL WINS Program Director or their designee;
 - iii. Manage and facilitate FL WINS Program Workgroups;
 - iv. Facilitate project and FL WINS Program meetings as assigned by the Senior Project Manager or Commerce's Program Director or their designee;
 - v. Direct and monitor work efforts daily (i.e., Logistics Management);
 - vi. Create resource plans and utilization trends utilizing a template approved by Commerce's FL WINS Program Director or their designee;
 - vii. Perform quality reviews of the project management life cycle of the ongoing project to ensure Commerce is complying with Rule 60GG-1.009(7), Florida Administrative Code;
 - viii. Escalate functional, quality, and timeline issues within a specified timeframe approved by Commerce's FL WINS Program Director or their designee;
 - ix. Track key project milestones and adjust project plans and/or resources accordingly;
 - x. Coordinate with all areas of the FL WINS Program through assigned channels to communicate impacts to scope, budget, risk, and resources of the work effort being managed utilizing a template approved by Commerce's FL WINS Program Director or their designee; and

- xi. Provide written weekly status reports to Commerce’s FL WINS Program Director, or designee, via email for all the Project Manager’s assigned projects and coordinate with stakeholder(s) on action items utilizing a template approved by Commerce’s FL WINS Program Director or their designee.
- j. Delivering quality services for the FL WINS Program. Contractor will be monitored monthly to ensure quality services are being provided. Contractor shall remediate any issues raised by Commerce regarding the services being provided.

1.3 Deliverables, Tasks, Minimum Level of Service, and Financial Consequences

Deliverable 1 – FL WINS PMO Staffing		
Description	Minimum Acceptance Criteria	Financial Consequences
Contractor shall provide staff for the FL WINS PMO as specified in Section 1.2.	<p>Contractor shall provide a Senior Project Manager and Project Managers as specified in Sections 1.2.1 1.2.2, and 1.2.3, respectively. Contractor shall ensure that staff assigned to the FL WINS PMO meet the knowledge, skills, and abilities detailed in Section 1.2.3 at all times.</p> <p>Completion of this deliverable is based on review and approval by Commerce.</p>	<p>Failure to provide staff for the FL WINS PMO, as specified, shall result in a deduction of \$500 per day for each business day beyond the due date specified in Section 1.2.2. Failure to provide staff for the FL WINS PMO throughout the Contract period shall result in a deduction of \$500 per day for each business day the FL WINS PMO is not staffed in accordance with Section 1.2.2.</p> <p>Such deduction(s) shall be made from the deliverable payment(s).</p>
Deliverable 1 Total Not to Exceed: \$1,650,000.00		
Deliverable 2 – Project Management Services		
Description	Minimum Acceptance Criteria	Financial Consequences
<p>No work shall be performed under this Deliverable until Commerce issues a Task Order approving the commencement of such work. The Task Order shall also establish the cap on any amounts payable under this Deliverable for that State Fiscal Year, except as may be subsequently increased by Commerce, in writing, at Commerce’s sole discretion.</p> <p>Contractor shall provide project management services as outlined in Sections 1.2.1 and 1.2.4.</p>	<p>Contractor shall provide services as outlined in Sections 1.2.1 and 1.2.4.</p> <p>As evidence, Contractor shall produce monthly reports, which shall be submitted to Commerce on the first business day of each month, and weekly reports, which shall be submitted to Commerce on the first business day of the week.</p> <p>Completion of this deliverable is based on review and approval by Commerce.</p>	<p>Failure to submit each monthly report and each weekly report, as specified, shall result in a deduction of \$500 per day for each business day beyond the due date.</p> <p>Such deduction(s) shall be made from the deliverable payment(s).</p>

Monthly payments will be made based on review and approval by Commerce.		
Deliverable 2 Total Not to Exceed: \$128,085.00		

Cost Shifting: The deliverable amounts specified within Section 1.3 are established based on the Parties’ estimation of sufficient delivery of services under the Contract in order to designate payment points during the Contract Period. Prior written approval from Commerce’s Contract Manager is required for any cost shifting. Regardless, in no event shall Commerce pay costs that exceed the total amount of this Contract without an amendment to this Contract.

2.0 Staff Qualifications and Performance Criteria

Contractor shall possess the professional and technical staff necessary to perform the services required by this Contract, and the staff shall have sufficient skill and experience to perform the services assigned to them.

All management consulting services to be furnished by the Contractor under this Contract shall meet the professional standard and quality that prevail among management consulting 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.

Contractor staff shall render services identified by Commerce and shall be paid on an hourly basis.

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 management consulting services.

During the term of this Contract, Contractor shall be responsible for ensuring its employees, agents, and subcontractors, whenever on Commerce (or Workforce Partner) premises, obey and comply with all rules, policies, and any other standards and procedures which must be adhered to by Commerce’s employees and contractors.

2.1 Background Screenings

Commerce has designated certain duties and positions as positions of special trust because they involve special trust responsibilities, are 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 Commerce.

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 Commerce 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 Contract.

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 screenings 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 Commerce and will be maintained by Commerce. Commerce's Contract Manager will provide written approval/disapproval of the Contractor, Contractor's employees, agent, or subcontractor to the Contractor. Contractor, Contractor employees, agents, or subcontractors are prohibited from performing any work under this Contract until written approval is received from Commerce's Contract Manager. Commerce reserves the right to make final determinations on suitability of all Contractor employees, agents, or subcontractors assigned to this Contract.

2.2 Staffing Changes

Contractor may make staffing changes or cost shifting of staff assigned to this Contract only with prior review and written approval of Commerce's Contract Manager. Commerce's Contract Manager must be notified in writing at least 10 calendar days prior to a potential staff change or change in roles. Contractor is responsible for training any replacement Contractor personnel of any type. Replacement personnel for any removed person shall have equal or superior experience and qualifications and are subject to Commerce's approval as provided herein. Notifications must include the candidate's name, résumé, position, title, starting date, and references. Commerce reserves the right to interview all potential staff prior to beginning work on the Contract. Commerce reserves the right to require the removal from the Contract any Contractor personnel deemed unacceptable by Commerce. Replacement contractor staff are responsible for complying with all established requirements listed in section 2.0, Staff Qualifications and Performance Criteria, and 2.1, Background Screenings. In the event of a cost shift, an amendment to this Contract (and the corresponding change order to the Purchase Order) shall be required.

Contractor employees providing services under this Contract must receive initial security awareness training upon hire, as well as ongoing security awareness training, at least annually, to include: awareness on the confidentiality provisions of this Contract and general cybersecurity awareness, i.e., information protection, phishing attacks and email use, physical security, passwords and authentication, social engineering, social media and Internet use, and working remotely (if applicable). Additionally, these employees must receive any relevant training, including any necessary Workforce Partner trainings, required under regulatory or compliance requirements for information types to which they will gain access. Training must be approved by Commerce and facilitated at Contractor's expense, unless otherwise approved by Commerce. Contractor's staff assigned to this Contract shall use information available in any format compatible with existing Commerce software and applications only for the purpose of carrying out the provisions of the Contract. Information obtained in the performance of this Contract, such as deliverable drafts, draft schedules and strategies, contract artifacts, and state data, will be treated as confidential and will not be divulged by Contractor or Contractor's employees, agents, or subcontractors or made known in any manner to any person or entity except as may be necessary in the performance of this Contract with the express direction or consent of Commerce.

Due to the complexity of the FL WINS Program, Contractor personnel may be assigned to work in-house at different Workforce Partner locations and may be required to use Workforce Partner devices while

performing services at one of these locations in an effort to facilitate, coordinate, and maintain the continuity of a shared vision of the project objectives and ensure a successful project completion.

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

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 Commerce 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. Commerce 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 Commerce 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. Commerce 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 contractor 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 Commerce Contract Liaisons

Commerce designates as its Contract Manager, Beverly Butler, who can be contacted by telephone at (850) 599-0321 or by email at beverly.butler@commerce.fl.gov.

Commerce designates as its Project Manager, Emilie Oglesby , who can be contacted by telephone at (850) 245-7406 or by email at Emilie.Oglesby@commerce.fl.gov .

4.0 Contract Period

The Contract effective date shall be the Contract execution date and shall end on February 28, 2025, unless terminated sooner. As this Contract starts in one state fiscal year and ends in another state fiscal year, it will require more than one purchase order to complete. The issuance of a purchase order in a subsequent state fiscal year does not terminate or reduce the term of this Contract.

Commerce at its discretion, may renew the Contract up to an additional three (3) one-year periods. Renewals are contingent upon availability of funds, satisfactory performance evaluations by Commerce, renewal of STC 80101500-20-1, if applicable, and shall be at the discretion of Commerce. Renewals must be in writing and are subject to the same terms and conditions set forth in the initial Contract and any written amendments signed by the Parties. Extension of the Contract shall be at Commerce’s sole discretion and in compliance with section 287.057(13), F.S.

5.0 Invoicing Instructions

In accordance with subsection 287.058(1)(a), F.S., Contractor will provide Commerce’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 Commerce’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 ("STC") number, Commerce Contract number, the Purchase Order number, Contractor's Federal Employer Identification Number, Contractor's invoice number, and the invoice period.
- b) Invoices must clearly reflect the number of hours worked at the hourly rate for each STC position, STC job title and the tasks that were provided during the invoice period.
- c) Invoices must include a corresponding timesheet and status report which clearly identifies the services rendered in compliance with the contract and supports the hours reported on said invoices.
- d) Invoices must be accepted and approved by Commerce.

Total invoices billed for hourly services cannot exceed **\$1,778,085.00** . Travel expenditures, which are inclusive of travel, lodging, and per diem expenses, shall not exceed **\$0.00** and will only be reimbursed in accordance with section 112.061, F.S. Travel must be pre-approved in writing by Commerce's Project Manager. Each request to incur travel expenses should be submitted following procedures specified in the following link:

https://sharepoint.Commerce.myflorida.com/finan_mgt/Manuals/Travel%20Manual%203.05.pdf

The procedures described in the Commerce Travel Manual are hereby incorporated by reference. Performance under this Contract, if done on an hourly basis, will not exceed the number of hours authorized per job number, job title, and scope variant as specified in Attachment A.

The State of Florida and Commerce's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature as referenced in section 287.0582, F.S., and availability of any and all applicable federal funds. Commerce 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. Commerce is permitted to negotiate terms and conditions which supplement those contained in this Contract including but not limited to negotiations over final hourly rate, prior to Contract execution.

6.0 Confidentiality and Safeguarding Information

Each Party may have access to confidential information made available by the other. Contractor shall comply with the provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable State and federal laws governing the 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@Commerce.fl.gov, or by mail at Department of Commerce, 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 Commerce to perform of this Contract. Upon request from Commerce, Contractor shall provide Commerce 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 Commerce, 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 Commerce.

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 Commerce IT 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.

Contractor shall notify Commerce in writing of any disclosure of unsecured confidential information of Commerce 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 Commerce any Security Incidents of which it becomes aware, including those incidents reported to Contractor by its employees, subcontractors, representatives, or agents. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Contractor's possession or electronic interference with Commerce operations; however, random attempts at access shall not be considered a security incident. Contractor shall make a report to Commerce 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 Commerce'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 Commerce's approval of the contents of the notice. If requested by Commerce, Contractor will include credit monitoring services at Contractor's sole expense for those individuals affected or potentially affected by a breach of security for a two-year

period of time following the breach. Defined statutorily, and for purposes of this Contract, “breach of security” or “breach” means the unauthorized access of data in electronic form containing personal information. 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 Commerce all public records in possession of Contractor or keep and maintain public records required by Commerce to perform work under this Contract. If Contractor transfers all public records to Commerce 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 Commerce, upon request from Commerce’s custodian of public records, in a format that is compatible with the IT systems of Commerce.

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 Commerce 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 Commerce 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 Commerce 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 Commerce, 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 Commerce during the Contract are the property of Commerce and must be, at Commerce's discretion, surrendered to Commerce or destroyed, upon expiration, termination, or cancellation of the Contract at no cost to Commerce.
- 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 Commerce 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 Commerce, 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 Commerce.

Further, Contractor shall fully indemnify, defend, and hold harmless the State and Commerce 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 Commerce's misuse or modification of Contractor's products or Commerce'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 Commerce 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 Commerce the right to continue using

the product, Contractor shall remove the product and refund Commerce the amounts paid in excess of a reasonable rental for past use. Commerce 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 Commerce 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 Commerce 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, Commerce may terminate this Contract upon no less than 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. Commerce 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

Commerce 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 Commerce, thus endangering performance of the Contract; (3) honor any term of the Contract; or (4) abide by any statutory, regulatory, or licensing requirement. Section 287.1351, F.S., governs the procedure and consequences of default. Contractor shall continue work on any work not terminated. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Contract.

8.3 Termination for Convenience

Commerce, by written notice to Contractor, may terminate the Contract in whole or in part when Commerce 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 a Contractor. The State shall apply financial consequences identified below to Purchase Orders or Contracts issued by Commerce. In addition:

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

Continued Contractor inability to perform under the conditions of the Contract, may result in default proceedings.

Failure to respond to a Commerce 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 Requirements:

In addition to those remedies outlined in Section 9.0, and any other remedies provided by law, if Contractor fails to comply with the requirements of the Commerce purchase order, Contractor shall pay to Commerce financial consequences for such failures, unless Commerce 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. A financial consequence in the amount of one (1) times the hourly rate(s) of each Contractor employee assigned to the 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. This amount shall be reflected as a credit on the invoice submitted to Commerce. Commerce at its sole discretion shall determine when the Contractor is failing to comply and Commerce at 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 solely intended to compensate for damages.

10.0 Exceptions to Application of the Financial Consequences Provision of the STC:

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 Commerce. Excusals may be approved for such events as, but not limited to:

- a) Acts or omissions of Commerce, any other State agency, or third parties other than Contractor's subcontractors providing services to or for Commerce;
- b) Announcement of new legislation affecting services;
- c) Unofficial media announcements relating to state/federal changes to legislation; or
- d) Federal guidance impacting services.

Contractor shall advise Commerce 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 Commerce be provided more than 72 hours after such circumstance or occurrence. Commerce 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 terms and conditions of this solicitation, and any addenda to it, Commerce's Vendor Core Contract, Contractor's response, purchase orders issued in accordance with the Contract, STC 80101500-20-1, MyFloridaMarketplace (MFMP) Purchase

Order Terms and Conditions, 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.

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

Commerce 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, the MFMP Purchase Order Terms and Conditions, this Scope of Work, and any Attachments and Addenda thereto, STC 80101500-20-1, and the relevant portions of the 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/Contract, the order of precedence for the documents is as follows:

1. Scope of Work including any Attachments and Addenda
2. Commerce Vendor Core Contract
3. STC 80101500-20-1
5. Purchase Order
6. MFMP Purchase Order Terms and Conditions
7. 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 and Contractor staff 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 Commerce. Contractor and Contractor staff 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 Commerce may avail itself of all appropriate legal and equitable remedies.

14.0 Conflicts of Interest

Contractor staff assigned to this Contract shall not participate in any matter that would inure to Contractor or Contractor staff's special private gain or loss, or which he or she knows will inure to the special private gain or loss of any relative or business associate. Contractor staff assigned to this Contract shall disclose to Commerce's Contract Manager any conflicts of interest that arise during the performance of this Contract. Commerce has the ultimate authority to determine if a conflict of interest exists. For purposes of this section, conflict of interest includes a situation that has the potential to undermine the impartiality of a person because of the possibility of a clash between the person's self-interest and professional interest or public interest. Violation of this section may constitute a material breach of the Contract, and Commerce may avail itself of all appropriate legal and equitable remedies.

14.1 Conflict of Interest for the Award of this RFQ

Pursuant to Section 287.057(19), F.S., the Contractor, any firm Contractor has any interest in, and any subcontractors performing services as part of this Contract may be excluded from the award of future procurements dealing with the specific subject matter of this Contract.

15.0 Unknown, Unanticipated, Unspecified Tasks

During the term of the Contract, Commerce reserves the right to negotiate with the Respondent for the provision of additional commodities and/or services within the general scope of the initial Contract. At such time, if Commerce and the Contractor successfully negotiate cost, schedule, deliverables, etc., the Contractor will provide a written proposal to Commerce. Commerce reserves the right to utilize other pricing sources available to ensure that it is receiving competitive market rates for additional products/services.

All additional services requested and approved by Commerce shall be done in the form of a Contract Amendment and/or change order. The Contractor is not authorized to provide/commence any additional product/services until Commerce's project manager/contract manager has secured all required state, federal, and other applicable approvals necessary to issue a written Contract Amendment and/or change order executed by Commerce.

16.0 Submission of Responses

1. Responses must be submitted electronically through the MFMP. Commerce anticipates the issuance of one (1) contract for services under this procurement. However, Commerce reserves the right to issue multiple contracts if doing so is believed to be advantageous to Commerce and the State of Florida. Commerce, at its sole discretion, shall determine whether multiple contracts will be issued. The Response must include:
 - a. Introductory Letter. The letter shall include:
 - i. An executive summary that demonstrates the Respondent's and proposed team members' previous experience with Workforce Systems and/or technology projects of similar size and nature.
 - ii. Descriptions of the company background and experience relevant to Section 1.2.3.
 - iii. Confirmation that the identified full-time Respondent staff will be dedicated to the Program and the FL WINS projects full-time, conducting their work Monday through Friday during the normal business hours of 8:00 a.m. to 5:00 p.m. Eastern Time.
 - iv. The length of time the Response is valid, which shall be no less than 180 days.
 - b. Services Response. The Services response section must include details on how the Respondent intends to complete the tasks and deliverables in the Scope of Work.

- c. Resumes and Experience. The resume for each proposed Key Personnel team member shall:
 - i. Include a detailed and accurate resume of each Key Personnel’s experience and qualifications (limited to three (3) pages per personnel).
 - ii. Identify the percentage of time Key Personnel will devote to this Contract versus other contracts or work of any kind.
 - iii. Provide a description that the company and team have previous experience with large scale projects with similar scope and services, specifically Workforce Development programs or programs with large, multi-component systems, in the last five (5) years. Please include a description of the specific programs, including size and scope, and the role(s) the Respondent and/or team served under each.
 - iv. Provide evidence of the previous experience with projects of a similar scope and service, which includes project plans, reports, and letters describing the work performed and the results of the work. This should include, at a minimum, three (3) client references with contact information included, using Attachment 2. Commerce will not be considered a client reference for purposes of this RFQ.
 - d. Cost Response. The Cost Response shall include:
 - i. A proposal for a pricing approach to complete each deliverable, along with the corresponding job title, estimated hours, and hourly rate to provide all services and deliverables specified in this RFQ.
 - ii. Pricing approach that does not exceed the Respondent’s STC rates.
 - iii. A completed Attachment One, Cost Page in its entirety.
2. Responses are due according to the schedule below.

Activity	Anticipated Date
Issue RFQ	09/22/2023
Deadline to submit written questions via MFMP	10/02/2023 @ 3:00 p.m. Eastern
Anticipated answers to submitted questions	10/9/2023
Deadline to submit response using MFMP	10/23/2023 @ 3:00 p.m. Eastern
Anticipated award date	11/6/2023
Anticipated Contract start date	11/12/2023

**ATTACHMENT A
COST PAGE**

The Respondent must propose a fixed rate for each of the tasks identified in the RFQ and Contract which is inclusive of travel, lodging, per diem expenses and all other costs associated with the completion of the deliverables associated with all tasks defined in the RFQ, Scope of Work. Rates may not be in excess of the rates provided in STC 80101500-20-1. The Respondent shall complete all sections of the Cost Page for each task/deliverable, review the proposal for accuracy, and help ensure it is signed by an authorized representative. This individual must have the authority to bind Respondent. All deliverable fields in Attachment A, Cost Page must be completed, and no changes can be made to the deliverable titles listed. If any deliverable rates are left blank, the Cost Page will be reviewed based on the deliverables offered. If multiple rates are proposed for the deliverable, or if any changes are made to the deliverable titles listed, the Cost Page will be disqualified.

Management Consulting State Term Contract 80101500-20-1				
Management Consulting Services				
YEAR ONE				
(Contract Execution – June 30, 2024)				
Job Title	TOTAL ESTIMATED HOURS (h)*	ESTIMATED NUMBER OF EMPLOYEES NEEDED	FIXED HOURLY RATE (rate)	ESTIMATED HOURS TIMES HOURLY RATE (h) x (rate)
Principal	117	2	\$305	\$35,685.00
Senior Consultant	330	1	\$280	\$92,400.00
Consultant	6600	5	\$250	\$1,650,000.00
Junior Consultant			\$175	\$
Program & Administrative Support			\$135	\$
TOTAL				\$1,778,085.00

*Total Estimated Number of Hours is the overall number of hours required for each Job Title to complete each task.

Deliverable	Hours	Total Cost
Deliverable 1 – FL WINS PMO Staffing	6600	\$1,650,000.00
Deliverable 2 – Project Management Services	447	\$128,085.00
TOTAL		\$1,778,085.00



***Authorized Representative’s Signature**

Chad Poppell

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the Respondent.**

Management Consulting State Term Contract 80101500-20-1				
Management Consulting Services				
<u>YEAR TWO</u>				
(Contract Execution – February 28, 2025)				
Job Title	TOTAL ESTIMATED HOURS (h)*	ESTIMATED NUMBER OF EMPLOYEES NEEDED	FIXED HOURLY RATE (rate)	ESTIMATED HOURS TIMES HOURLY RATE (h) x (rate)
Principal	118	2	\$305	\$35,990.00
Senior Consultant	330	1	\$280	\$92,400.00
Consultant	7000	5	\$250	\$1,750,000.00
Junior Consultant			\$175	\$
Program & Administrative Support			\$135	\$
TOTAL				\$1,878,390.00

*Total Estimated Number of Hours is the overall number of hours required for each Job Title to complete each task.

Deliverable	Hours	Total Cost
Deliverable 1 – FL WINS PMO Staffing	7000	\$1,750,000.00
Deliverable 2 – Project Management Services	448	\$128,390.00
TOTAL		\$1,878,390.00



***Authorized Representative's Signature**

Chad Poppell

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the Respondent.**

ATTACHMENT C
Commerce Vendor Core Contract

I. CONTRACTOR AND COMMERCE 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 Commerce 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 Commerce'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 Commerce 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 Commerce, and at the discretion of Commerce. Costs for any renewal may not be charged. Renewal and/or extension of the contract shall be at Commerce'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, Commerce 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 Commerce. Proceeds derived from the sale, licensing, marketing, or other authorization related to any such Commerce -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.
- b. 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.
- c. Commerce 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 Commerce'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.
- d. 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.
- e. 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.

- f. Advertising: Subject to chapter 119, F.S., Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from Commerce, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Contractor's name and either a description of the Contract or the name of Commerce 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.
- g. 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.
- h. 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 Commerce 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., Commerce 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 Commerce determines that Contractor has submitted a false certification, Commerce will provide written notice to Contractor. Unless Contractor demonstrates in writing, within ninety (90) days of receipt of the notice, that Commerce's determination of false certification was made in error, Commerce shall bring a civil action against Contractor. If Commerce'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 Commerce'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 Commerce 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.
- i. 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.
- j. Information Release:
 - 1) Contractor shall keep and maintain public records required by Commerce to perform Contractor's responsibilities hereunder. Contractor shall, upon request from Commerce's custodian of public records, provide Commerce 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 Commerce all public records in possession of

Contractor or keep and maintain public records required by Commerce 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 Commerce, upon request from the Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

- 2) If Commerce does not possess a record requested through a public records request, Commerce shall notify the Contractor of the request as soon as practicable, and Contractor must provide the records to Commerce or allow the records to be inspected or copied within a reasonable time. If Contractor does not comply with Commerce's request for records, Commerce shall enforce the provisions set forth in this Contract. A Contractor who fails to provide public records to Commerce within a reasonable time may be subject to penalties under section 119.10, F.S.
- 3) Commerce 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 Commerce. Contractor is prohibited from using contract information, sales values/volumes and/or Commerce customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from Commerce.
- 4) Contractor acknowledges that Commerce is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Contractor submits to Commerce under this Contract may constitute public records under Florida Statutes. Contractor shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S.
- 5) If Contractor submits records to Commerce 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 Commerce. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to Commerce 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 Commerce 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 Commerce of the receipt and content of such

request by sending an e-mail to PRRequest@commerce.fl.gov within one (1) business day from receipt of such request.

- 8) Contractor shall notify Commerce 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 Commerce. Contractor shall cooperate with Commerce in taking all steps as Commerce 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@commerce.fl.gov, or by mail at Department of Economic Opportunity Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

k. 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 Commerce.
- 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 Commerce'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 Commerce.
 - 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. Commerce or the State may require any additional information from Contractor that Commerce 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 Commerce'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 Commerce 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. Commerce 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 Commerce. Commerce 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>

D. Final Invoice:

Contractor shall submit the final invoice for payment to Commerce no later than 60 days after the Contract ends or is terminated. If Contractor fails to do so, Commerce, 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.

E. Return or Recoupment of Funds:

1. Contractor shall return to Commerce any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to Contractor by Commerce. 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 Commerce. In the event Commerce first discovers an overpayment has been made, Commerce will notify Contractor by letter. Should repayment not be made in a timely manner, Commerce 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 Commerce Contract Manager and made payable to the "Department of Commerce."
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 Commerce or the State of Florida, Commerce 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 Commerce within thirty (30) days of the date of notice of the amount owed, unless Commerce agrees, in writing, to an alternative timeframe.

F. 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.

G. Audits and Records:

1. Representatives of Commerce, 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 Commerce under this Contract.
3. Contractor will provide a financial and compliance audit to Commerce, 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 Commerce to facilitate the duplication and transfer of such records or documents upon request of Commerce. 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.

H. 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.

- I. 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 Commerce'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 Commerce'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 Commerce's Contract Manager all reasonable assurances requested by Commerce 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 Commerce which is similar in nature to the conduct alleged in such Proceeding.
- J. 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 Commerce. Any sublicense, assignment, or transfer occurring without the prior approval of Commerce, 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 Commerce 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 Commerce 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 Commerce 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 Commerce security and administrative requirements identified herein. Commerce may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Contractor. Commerce 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 Commerce'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. Commerce 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 Commerce 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 Commerce may undertake or award supplemental contracts for work related to the Contract. Contractor and its subcontractors shall cooperate with such other contractors and Commerce 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 Commerce's Contract Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. Commerce's Minority Coordinator at (850) 245-7260 will assist with questions and answers.
8. Commerce shall retain the right to reject any of Contractor's or subcontractor's employees whose qualifications or performance, in Commerce's judgment, are insufficient.

K. 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.

L. 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.

M. 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 Commerce 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 Commerce.
 4. Immediately upon discovery, Contractor shall notify Commerce, 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 Commerce and said property shall be transferred to Commerce upon completion or termination of the Contract unless otherwise authorized in writing by Commerce.
- N. Information Resource Acquisition:
Contractor shall obtain prior written approval from the appropriate Commerce approving authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce’s electronic information technology equipment or software, as both terms are defined in Commerce Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data.
- O. 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 Commerce 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 Commerce 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 Commerce 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 Commerce as an additional insured and identify Commerce's Contract Number. Copies of new insurance certificates must be provided to Commerce's Contract Manager with each insurance renewal.

Commerce 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.

P. 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 Commerce, 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 Commerce.
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 Commerce's network or any Commerce applications, or both, in order to fulfill Contractor's obligations under this Contract, Contractor agrees to abide by all applicable Commerce 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 Commerce in writing of any disclosure of unsecured confidential information of Commerce 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 Commerce 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 Commerce information in Contractor's possession or electronic interference with Commerce operations; however, random attempts at access shall not be considered a security incident. Contractor shall make a report to Commerce 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 Commerce'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 Commerce'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.
- Q. 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 Commerce in writing if its ability to perform is compromised in any manner during the term of the Contract.

R. 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 Commerce 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 Commerce and must be surrendered to Commerce upon expiration, termination or cancellation of this Contract at no cost to Commerce.
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, Commerce 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 Commerce to do so. In the event any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced Contractor shall notify Commerce. 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.

S. 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. Commerce 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 Commerce 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 Commerce in the Scope of Work, Commerce 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. Commerce shall not be responsible for withholding taxes with respect to Contractor's compensation hereunder. Contractor shall have no claim against Commerce 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.

T. 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 Commerce 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, Commerce 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 Commerce. 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, Commerce may terminate this Contract upon no less than twenty-four (24) hours' notice in writing

to Contractor. Commerce 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:

Commerce 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 Commerce 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:

Commerce, by written notice to Contractor, may terminate this Contract in whole or in part when Commerce 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 Commerce, 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 Commerce a petition for administrative hearing. Commerce'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 Commerce, 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 Commerce.
2. Further, Contractor shall fully indemnify, defend, and hold harmless the State and Commerce 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 Commerce's misuse or modification of Contractor's products or Commerce'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 Commerce 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 Commerce the right to continue using the product, Contractor shall remove the product and refund Commerce the amounts paid in excess of a reasonable rental for past use. Commerce 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 Commerce 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 Commerce 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, Commerce 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 Commerce has been advised that such damages are possible. Commerce shall not be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Commerce 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 Commerce 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. Commerce, 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 Commerce. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from Commerce 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 Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Contract to Commerce or the State, in which case, Commerce may do any or all of the following: (1) accept allocated performance or deliveries from Contractor, provided that Contractor grants preferential treatment to Commerce 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.

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Attachment D
CERTIFICATIONS AND ASSURANCES

Commerce 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 Commerce 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 Commerce 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)