

**CONTRACT
STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY**

THIS CONTRACT (“Contract”) is made and entered into by and between the State of Florida, Department of Economic Opportunity (“DEO”), and THE NORTH HIGHLAND COMPANY LLC (“Contractor”). DEO and Contractor are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

This Contract incorporates the following Scope of Work and its attachments and incorporates by reference State Term Contract Number 80101500-20-1 for Management Consulting Services, DMS / My Florida Marketplace (MFMP) Purchase Order Terms and Conditions, and any Purchase Orders and Task Orders hereafter arising from the Contract and Scope of Work. Any pre-printed 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 this Contract, the controlling order of precedence is as follows:

- a. Scope of Work
- b. DEO Task Orders arising from Scope of Work
- c. Attachment 1 - DEO’s Vendor Core Contract Terms
- d. State Term Contract Number 80101500-20-1
- e. DMS/MFMP Purchase Order Terms and Conditions

SCOPE OF WORK

Contractor agrees to provide services in accordance with the terms and conditions of this Scope of Work, DEO’s Vendor Core Contract Terms, the DMS / MFMP 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 sections 287.058(1), F.S., are hereby incorporated by reference.

1.0 Background

The goal of the Workforce Investment and Opportunity Act (“WIOA”) is to improve services to job seekers, workers, and employers by increasing efficiency, alignment, and integration of services. Since the implementation of WIOA in 2016, DEO and its workforce partners have been engaged in strategies that aim to align services for individuals being served by the various programs administered by the workforce partners. However, the systems that serve these individuals are stand-alone systems for programs offered by multiple agencies. Additionally, job seekers must visit multiple websites to understand the full array of services available through federal and state workforce, education, and public benefit programs, and in many cases, are unaware of complementary services available.

In 2021, the Florida Legislature passed the Reimagining Education and Career Help Act (REACH), [House Bill 1507 \(http://laws.flrules.org/node/8352\)](http://laws.flrules.org/node/8352). This legislation established the goal of providing Floridians a more coordinated effort to help them get the education and services necessary to obtain economic self-sufficiency. A major component to this legislation was the creation of a consumer-first workforce system that required integrated case management systems of various workforce education and public benefit programs that assist Floridians and a common online customer portal. The case management systems include

those at the Department of Economic Opportunity, Department of Education and related educational institutions, and the Department of Children and Families (collectively, “Workforce Partners”). The vision of the consumer-first workforce system, also referred to as , is to support economic self-sufficiency and accountability through greater customer access and alignment between Workforce Partner programs.

To determine a path to achieve the legislative objectives, DEO conducted a feasibility study for a recommended technology solution and roadmap for implementation. The recommended solution includes a phased approach to implementation in order to achieve the intended benefit for Floridians in the most efficient manner possible. In accordance with 2022 General Appropriations Act proviso language, DEO is committed to releasing competitive solicitations for the procurement of the service integration platform and common customer portal for FL WINS prior to October 1, 2022. Following the selection of a contractor for this procurement, DEO will release a procurement to solicit Business Process Reengineering and Transformational Change Management services prior to this deadline.

1.1 General Description

Contractor shall provide comprehensive, ongoing project management services for the development of the consumer-first workforce system, hereafter referred to as “FL WINS.” FL WINS is a program and a collection of projects which will deliver the consumer-first workforce system. In addition to ongoing project management services, Contractor will provide initial and ongoing strategic, technical, and programmatic support for various aspects of FL WINS’s development.

Contractor will assist DEO in the procurement of additional vendors to implement project requirements as specified by DEO.

1.15 Business Days

As used herein, “business day” shall mean a day falling from Monday through Friday, with the exception of those Holidays and days of observance identified in section 110.117(1), F.S.

1.2 Minimally Required Deliverables/Tasks

Contractor shall provide DEO with Management Consulting Services as follows:

1. **Project Management Office (PMO)** - Within 60 business days of the Contract’s effective date, Contractor shall establish a PMO. The PMO shall include the following:
 - a. **Lead Project Manager** – Contractor shall assign a Lead Project Manager that will serve as the Program Manager. Contractor’s assignment of a Lead Project Manager is subject to DEO approval at DEO’s sole discretion. Contractor’s Lead Project Manager shall oversee all services provided by Contractor pursuant to this Contract and shall serve as Contractor’s principal point of contact with DEO Leadership. The Lead Project Manager shall oversee and manage FL WINS, subject to DEO’s direction, and in collaboration with DEO, the Senior Project Manager for each FL WINS project, other Contractor personnel, Workforce Partners, and other entities designated by DEO (all collectively, “FL WINS Stakeholders”). The Lead Project Manager shall oversee and manage all risks and opportunities in FL WINS to ensure critical risk

response and mitigation strategies are in place throughout the life of FL WINS. The Lead Project Manager shall also perform project management throughout the life cycle of FL WINS in accordance with Rule 60GG-1.009(7), Florida Administrative Code.

- b. **Senior Project Managers** – Contractor shall assign a Senior Project Manager to each FL WINS project, as defined hereafter. Contractor’s assignment of Senior Project Managers is subject to DEO approval at DEO’s sole discretion. Senior Project Managers shall report to and collaborate with the Lead Project Manager and other FL WINS Stakeholders throughout Contractor’s performance of the Contract.

- c. **Project Manager Qualifications** – The Lead Project Manager and Senior Project Managers utilized by Contractor must meet the qualifications of, and be able to perform the duties of, a Principal Consultant, as that job title is defined in State Term Contract 80101500-20-1. Additionally, the Lead Project Manager and Senior Project Managers must have the following qualifications, knowledge, skills, and abilities:
 - i. Bachelor’s Degree in Computer Science, Information Systems, or another related field or equivalent work experience;
 - ii. Certification as a Project Management Professional (PMP), as defined in Rule 60GG-1.001(2)(a)(20), Florida Administrative Code;
 - iii. At least five (5) years of Information Technology (IT) experience, including managing teams, customer service, and production project management in multi-platform environments;
 - iv. At least two (2) years of experience working directly with senior management;
 - v. At least two (2) years of working experience with IT and project management as it pertains to program areas such as Workforce Services, Education, Public Benefit Assistance, or comparable governmental area(s);
 - vi. Demonstrated experience in Organizational Change Management for any entity employing over 100 individuals;
 - vii. Demonstrated experience in effectively managing complex project risks and/or project risk teams;
 - viii. Demonstrated experience in procurement processes with the State of Florida;
 - ix. Leadership experience in managing and completing complex projects relevant to both IT and business needs;
 - x. Demonstrated experience in leading high-profile projects; and
 - xi. Ability to communicate effectively (verbally and in writing) with technical staff, end user staff, and senior management.

- d. **Other Contractor Personnel** – Other personnel such as Business Analysts (BA) and Documentation Specialist/Technical Writers will be supplied by Contractor as needed to support FL WINS and the FL WINS projects. Except as provided above, with respect to Contractor’s performance of this Contract, all other personnel provided by Contractor to serve as and fulfill the duties of Principal Consultant, Senior Consultant, Consultant, Junior Consultant, Business Analyst, and Documentation Specialist/Technical Writer as those job

titles are defined in State Term Contract 80101500-20-1, are subject to DEO's prior approval at DEO's sole discretion.

2. **FL WINS projects** – Contractor shall assist DEO with certain projects within FL WINS, including, but not limited to, FL WINS Systems Integrator; Business Process Reengineering and Transformational Change Management; Data Hub; and Customer Portal (collectively, the "FL WINS projects"). DEO may add additional FL WINS projects by notifying Contractor in writing. With respect to each FL WINS project, upon DEO's request, Contractor shall be responsible for the following:
 - a. Collecting all business and technical requirements necessary for the FL WINS projects as directed by the FL WINS Program Management Plan within the agreed upon timelines.
 - b. Drafting procurement documents as directed by the FL WINS Program Management Plan within the agreed upon timelines and thereafter assisting with all phases of the procurement process, as requested by DEO, for FL WINS projects, all in accordance with all applicable legal authorities.

With respect to any individual FL WINS project, the timeframes specified in subparagraphs a. and b. may be modified with DEO's approval per the change control process as specified in the FL WINS Program Management Plan.

3. **Kick-Off Meeting and Kick-Off Management Plan** – Within five (5) business days of the Contract's effective date, Contractor's Lead Project Manager shall work with DEO to identify FL WINS Stakeholders and schedule a Kick-Off Meeting and initial Strategy Session with FL WINS Stakeholders. Contractor shall provide an agenda of the Kick-Off meeting and initial Strategy Session to the FL WINS Stakeholders. Within 15 business days of the Kick-Off Meeting or initial Strategy Session, whichever is later, Contractor shall develop and provide DEO with a Kick-Off Management Plan for approval at DEO's sole discretion. The Kick-Off Management Plan shall address Contractor's performance of this Contract, including the FL WINS projects, and shall incorporate, based on the Strategy Session, project scopes, schedule baselines, change management, risk management, communications, costs, and any other details requested by DEO at the Kick-Off Meeting and Strategy Session. In the event of DEO disapproval, DEO shall communicate the deficiencies to Contractor in writing, after which, Contractor shall have seven (7) business days to correct the deficiencies and resubmit to DEO.
4. **FL WINS Program Management Plan** – Within 60 business days of the Contract's effective date, Contractor shall provide DEO with an initial FL WINS Program Management Plan for approval at DEO's sole discretion. The initial FL WINS Program Management Plan shall address all facets of FL WINS and the FL WINS projects, which include, but are not limited to those addressed in the Kick-Off Management Plan and those that may be otherwise identified by DEO, such as additional FL WINS projects identified by DEO or Workforce Partner projects for FL WINS. Contractor shall thereafter update the FL WINS Program Management Plan as necessary and as directed by DEO and submit all updates to DEO for approval at DEO's sole discretion and in accordance with the change control process. Contractor shall ensure the initial FL WINS Program Management Plan and all updates incorporate the following:
 - a. Project scopes, schedule baselines, change management, risk management,

- communications, all actual and anticipated costs, and any other details requested by DEO in writing;
- b. Project management standards, processes, procedures, methodologies, tools, templates, training, and governance that ensure FL WINS is completed on time, within budget, adheres to high quality standards, and meets DEO's expectations and aligns with DEO's Project Management Center of Excellence;
 - c. Standardized tools for project management and governance including, but not limited to, Microsoft Word, Microsoft Excel, Microsoft Project, Visio, Adobe PDF, and DEO's ServiceNow-based Project Management Information System;
 - d. Project management requirements as set forth in Chapter 60GG-1, Florida Administrative Code;
 - e. Operational Work Plan (OWP) components as set forth in Chapter 60GG-1, Florida Administrative Code, and 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 and methodology
 - vi. Organizational change management plan for all stakeholders
 - vii. Risk management plan
 - viii. Capacity plan
 - ix. PMBOK guides and standards
 - f. Project control processes, 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
 - ix. Coordination of external entities
 - g. Methodology, including timelines, for collecting all business and technical requirements necessary for the FL WINS projects;
 - h. Methodology, including timelines, for drafting procurement documents and thereafter assisting with contract negotiations for FL WINS projects, all in accordance with all applicable legal authorities;
 - i. Governance elements approved by DEO that include, but are not limited to: clarifying and establishing roles, responsibilities, expected level of effort, communication channels, and escalation process;
 - j. Communication plans to coordinate communication with all areas of DEO that impacts the scope, budget, risk, and resources of the work effort being managed utilizing a template approved by DEO;
 - k. Project plans and teamwork assignments (i.e., risk identification and management) utilizing a template approved by DEO;
 - l. Resource plans and utilization trends utilizing a template approved by DEO;
 - m. Data security plans for FL WINS;
 - n. Data governance elements approved by DEO that include, but are not limited

to: clarifying and establishing roles, responsibilities, expected level of effort, communication channels, and escalation process; and

- o. All other standards that DEO requests in writing or that are otherwise necessary for Contractor to fully perform the management of FL WINS as required herein.

In the event DEO disapproves of the initial FL WINS Program Management Plan or any updates, DEO shall communicate the deficiencies to Contractor in writing, after which, Contractor shall have seven (7) business days to correct the deficiencies and resubmit to DEO.

5. **FL WINS Program Management** – Through the PMO, the Lead Project Manager, the Senior Project Managers, and other Contractor Personnel, subject to DEO oversight and in conformity with the DEO-approved FL WINS Program Management Plan, Contractor shall provide management of FL WINS, including each FL WINS project, by:

- a. Providing comprehensive, ongoing project management and oversight of FL WINS, FL WINS projects, and all sub-projects;
- b. Tracking key project milestones and adjusting project plans and/or resources accordingly;
- c. Monitoring, identifying, assessing, and updating FL WINS project risk elements;
- d. Directing and monitoring daily work efforts (i.e., logistics management);
- e. Performing quality reviews of the project management life cycle of FL WINS to ensure DEO is adhering to Rule 60GG-1.009(7), Florida Administrative Code;
- f. Promptly escalating functional, quality, and timeline issues to DEO;
- g. Providing training and project management support and coaching for non-Contractor project managers and supporting personnel, as directed by DEO;
- h. Providing review and recommendations to align FL WINS tools, techniques and templates with DEO's Center of Excellence and Project Management Information System;
- i. All other project management functions that DEO requests in writing or that are otherwise necessary for Contractor to fully perform the services herein and ensure the success of FL WINS; and
- j. Assisting with contract management and monitoring of contracts and contractors, including service level agreements and contractor performance, for the FL WINS projects.
- k. Equipment will be provided by DEO and will remain the property of DEO.
- l. DEO will furnish office space to Contractor or its subcontractor or assignee.

6. **FL WINS Reporting** – As part of the management of FL WINS, Contractor shall timely report to DEO on various aspects of FL WINS, including each FL WINS project, as follows:

- a. Promptly notifying DEO, and any other entities designated by DEO, in writing, of any deviation in FL WINS's budget, schedule, scope, or status utilizing a method approved by DEO;
- b. On the last business day of each week, providing written status reports on FL WINS and FL WINS projects to DEO, utilizing a template and method approved by DEO, addressing performance, efficiency, progress, productivity, cost, risk,

- and quality. In the event DEO wishes to alter the frequency, substance, or method of the status reports, DEO may notify Contractor in writing, after which Contractor shall have 48 hours or the then-existing due date of the next status report, whichever is later, to implement the changes moving forward;
- c. On the last business day of each month, provide written monthly reports, including the OWP components as set forth in Chapter 60GG-1, Florida Administrative Code, and any other publications or materials as otherwise requested by DEO for all internal and external stakeholders using a template approved by DEO. The monthly reports must 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;
 - d. Attending, coordinating, and leading, either virtually or in-person, weekly status briefings for the DEO project team and comprehensive, monthly briefings with DEO leadership on dates established in the DEO-approved FL Program WINS Management Plan; and
 - e. Applying methods and tools, such as forecasting, metrics, analyses, modeling, scorecards, and dashboards to measure and reflect the progress and risk level of FL WINS and the FL WINS projects.
7. **Business and Technical Advisory Support** – Contractor shall incorporate business support and technical advisory support into all aspects of its performance under this Contract, including:
- a. Establishing a foundation of professional services and support in and through the PMO;
 - b. Advising and providing support in the development of key technical aspects;
 - c. Providing initial and ongoing strategic and technical programmatic support;
 - d. Developing and managing governance for FL WINS;
 - e. Developing and managing data governance for FL WINS;
 - f. Developing data and technical standards;
 - g. Developing and maintaining information and technical architecture documentation; and
 - h. All other comparable business and technical advisory support functions that DEO requests in writing or that are otherwise necessary for Contractor to fully perform the services herein and ensure the success of FL WINS.
8. **Knowledge Transfer** – Within 30 business days of the expiration of the Contract, Contractor shall transition and transfer all procedures, tools, templates, training, and governance documentation developed for FL WINS and the FL WINS projects to DEO (the “Final Knowledge Transfer”). DEO may also request such Knowledge Transfer services from Contractor on an ad hoc basis at DEO’s convenience throughout the term of the Contract (an “Ad hoc Knowledge Transfer”). Within 30 business days of DEO’s written request to Contractor for Ad hoc Knowledge Transfer Services, Contractor shall transition and transfer all procedures, tools, templates, training, and governance documentation to DEO for the subject-matter specified in DEO’s written request.

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

Deliverable 1 – Kick-Off Meeting and Management Plan		
Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>In accordance with Section 1.2.3, Contractor shall:</p> <p>(1) Timely conduct a Kick-Off Meeting and initial strategy session; and</p> <p>(2) Timely develop and submit a Kick-Off Management Plan to DEO.</p>	<p>Contractor's Lead Project Manager shall work with DEO to identify FL WINS Stakeholders and schedule and conduct a Kick-Off Meeting and Strategy Session with DEO stakeholders within (5) business days of the Contract effective date.</p> <p>Contractor shall develop and submit a Kick-Off Management Plan in accordance with Section 1.2.3 for approval at DEO's sole discretion. The Kick-Off Management Plan shall be submitted to DEO within 15 business days of the Kick-Off meeting and initial strategy session, whichever is later.</p> <p>In the event of DEO disapproval, DEO shall communicate the deficiencies to Contractor in writing, after which, Contractor shall correct the deficiencies and resubmit to DEO within seven (7) business days for approval.</p> <p>As evidence of performance, Contractor shall submit a copy of the Kick-Off Meeting agenda and Strategy Session agenda, and the DEO-approved Kick-Off Management Plan. Contractor shall, also, submit to DEO with the monthly invoice, status reports reflecting services rendered under this deliverable in accordance with Section 7.0.b. & 7.0c. on</p>	<p>Failure to timely conduct the Kick-Off Meeting and Strategy Session shall result in a tiered reduction for each business day beyond the applicable due date until completion: \$2500 per day, for the first 5 days; \$5000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter. These reductions may be made from any amount eventually due under this Deliverable.</p> <p>Failure to timely submit a Kick-Off Management Plan, or re-submit a corrected Kick-Off Management Plan, shall result in a tiered reduction for each business day beyond the applicable due date until submission: \$2500 per day, for the first 5 days; \$5000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter. These reductions may be made from any amount eventually due under this Deliverable.</p> <p>Financial Consequences imposed under this Deliverable are cumulative of each other.</p> <p>Financial consequences will not be imposed for days of delay for which that day of delay is caused by DEO, provided that DEO's Project Manager certifies to such in writing prior to the date of Contractor's related invoicing.</p>

	<p>the last business day of each month.</p> <p>Completion of this Deliverable is based on review and approval by DEO.</p>	
Deliverable 1 Total Not to Exceed: \$ 149,240.00		
Deliverable 2 – PMO and FL WINS Program Management Plan		
Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>Contractor shall:</p> <p>(1) Timely establish a PMO in accordance with Section 1.2.1.; and</p> <p>(2) Timely develop and submit an initial FL WINS Program Management Plan in accordance with Section 1.2.4; and</p> <p>(3) Timely make and submit FL WINS Management Plan updates in accordance with Section 1.2.4.</p> <p>No work shall be performed under this Deliverable until DEO 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 DEO, in writing, at DEO’s sole discretion.</p>	<p>Contractor shall establish a PMO in accordance with Section 1.2.1 within 60 business days of the Contract’s effective date. Completion of the initial setup of the PMO shall be provided in writing from the Contractor and represent establishment of the PMO.</p> <p>Contractor shall develop and submit an initial FL WINS Program Management Plan in accordance with Section 1.2.4 for approval at DEO’s sole discretion within 60 business days of the Contract’s effective date.</p> <p>Contractor, in accordance with Section 1.2.4, shall make and submit weekly updates to the FL WINS Program Management Plan for approval at DEO’s sole discretion. The weekly updates shall be submitted on the fifth business day of each month.</p> <p>In the event of DEO disapproval of the initial FL WINS Program Management Plan or any update, DEO shall communicate the deficiencies to Contractor in writing, after which,</p>	<p>Failure to timely establish the PMO shall result in a tiered reduction for each business day beyond the applicable due date until completion: \$2500 per day, for the first 5 days; \$5000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter. These reductions may be made from any amount eventually due under this Deliverable.</p> <p>Failure to timely submit an initial FL WINS Program Management Plan or resubmit a corrected initial FL WINS Program Management Plan, shall result in a tiered reduction for each business day beyond the applicable due date until submitted: \$2500 per day, for the first 5 days; \$5000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter. These reductions may be made from any amount eventually due under this Deliverable.</p> <p>Failure to timely submit FL WINS Program Management Plan weekly updates, or resubmit corrected FL Program WINS Management Plan updates, shall result in a</p>

	<p>Contractor shall correct the deficiencies and resubmit to DEO within seven (7) business days for approval.</p> <p>As evidence of performance, Contractor shall submit a letter to DEO confirming the PMO is established and submit the DEO-approved FL WINS Management Plan and any DEO-approved updates to DEO.</p> <p>Completion of this Deliverable is based on review and approval by DEO.</p>	<p>reduction of \$150 per business day beyond the applicable due date(s), in any amount eventually due for the deliverable, until submitted.</p> <p>Financial Consequences imposed under this Deliverable are cumulative of each other.</p> <p>Financial consequences will not be imposed for days of delay for which that day of delay is caused by DEO, provided that DEO’s Project Manager certifies to such in writing prior to the date of Contractor’s related invoicing.</p>
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Deliverable 2 Total Not to Exceed: \$ 382,558.00

Deliverable 3 – FL WINS Management and FL WINS Reporting

Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>Contractor shall provide the following Tasks, as specified by Task Order:</p> <p>(1) Provide comprehensive, ongoing management of FL WINS in accordance with Section 1.2.5.; and</p> <p>(2) Timely submit weekly status reports in accordance with Section 1.2.6.b.; and</p> <p>(3) Timely lead weekly status briefings in accordance with Section 1.2.6.d.; and</p> <p>(4) Timely submit comprehensive monthly reports in accordance with Section 1.2.6.c; and</p> <p>(5) Timely lead</p>	<p>Contractor shall provide comprehensive, ongoing management of FL WINS in accordance with Section 1.2.5.</p> <p>Contractor shall submit to DEO weekly status reports in accordance with Section 1.2.6.b on the last business day of each week.</p> <p>Contractor shall lead weekly status briefings in accordance with Section 1.2.6.d.</p> <p>Contractor shall submit to DEO comprehensive monthly reports in accordance with Section 1.2.6.c on the last business day of each month.</p> <p>Contractor shall lead comprehensive monthly</p>	<p>Failure to submit weekly and monthly reports shall result in a tiered reduction for each business day beyond the applicable due date until submission of the report: \$2500 per day, for the first 5 days; \$5000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter. These reductions may be made from any amount eventually due under this Deliverable.</p> <p>Failure to lead a weekly briefing shall result in a tiered reduction for each business day beyond the applicable due date until the next required weekly briefing is held: \$2500 per day, for the first 5 days; \$5000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter. These</p>

<p>comprehensive monthly briefings in accordance with Section 1.2.6.d.</p> <p>No work shall be performed under this Deliverable until DEO 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 DEO, in writing, at DEO's sole discretion.</p>	<p>briefings in accordance with section 1.2.6.d.</p> <p>Completion of this Deliverable is based on review and approval by DEO.</p>	<p>reductions may be made from any amount eventually due under this Deliverable.</p> <p>Failure to lead a monthly briefing shall result in a tiered reduction for each business day beyond the applicable due date until the next required monthly briefing is held: \$2500 per day, for the first 5 days; \$5000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter. These reductions may be made from any amount eventually due under this Deliverable.</p> <p>Financial Consequences imposed under this Deliverable are cumulative of each other.</p> <p>Financial consequences will not be imposed for days of delay for which that day of delay is caused by DEO, provided that DEO's Project Manager certifies to such in writing prior to the date of Contractor's related invoicing.</p>
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Deliverable 3 Total Not to Exceed: \$12,276,246.00

Deliverable 4 – FL WINS Business Process Reengineering and Transitional Change Management - Business and Technical Requirements

Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>In accordance with Section 1.2.2.a:</p> <p>Contractor shall timely collect the business and technical requirements for the FL WINS Business Process Reengineering and Transitional Change Management project., as specified by Task Order</p>	<p>Contractor shall collect and provide, by the due date specified in the FL WINS Program Management Plan, the complete business and technical requirements for the FL WINS Business Process Reengineering and Transitional Change Management project, if requested by DEO, in accordance with Section 1.2.2.a.</p>	<p>If performance is requested, failure to timely provide the complete business and technical requirements documentation for the FL WINS Business Process Reengineering and Transitional Change Management project shall result in a tiered reduction for each business day beyond the applicable due date until</p>

	<p>In the event of DEO disapproval of the business and technical requirements, DEO shall communicate the deficiencies to Contractor in writing, after which, Contractor shall correct the deficiencies and resubmit to DEO within seven (7) business days for approval.</p> <p>Contractor shall submit to DEO with the monthly invoice, status reports reflecting services rendered under this deliverable in accordance with Section 7.b. & c. on the last business day of each month.</p> <p>Completion of this Deliverable is based on review and approval by DEO.</p>	<p>completion: \$2500 per day, for the first 5 days; \$5000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter. These reductions may be made from any amount eventually due under this Deliverable.</p> <p>Financial Consequences imposed under this Deliverable are cumulative of each other.</p> <p>Financial consequences will not be imposed for days of delay for which that day of delay is caused by DEO, provided that DEO's Project Manager certifies to such in writing prior to the date of Contractor's related invoicing.</p>
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Deliverable 4 Total Not to Exceed: \$ 175,198.00

Deliverable 5 – FL WINS Business Process Reengineering and Transitional Change Management Procurement - Procurement

Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>In accordance with Section 1.2.2.b, and if requested by DEO:</p> <p>Contractor, in coordination with the Workforce Partners Procurement and Contract Teams, shall assist with drafting the procurement, as specified by Task Order.</p> <p>No work shall be performed under this Deliverable until DEO issues a Task Order approving the commencement of such work. The Task Order</p>	<p>Contractor shall draft and provide, by the due date specified in the FL WINS Program Management Plan, procurement documents for the FL WINS Business Process Reengineering and Transitional Change Management project, if requested by DEO, in accordance with Section 1.2.2.b.</p> <p>In the event of DEO disapproval of the procurement documents, DEO shall communicate the deficiencies to Contractor in writing, after which, Contractor shall correct the deficiencies and resubmit to DEO within seven (7)</p>	<p>If performance is requested, failure to timely provide procurement documents for the FL WINS Business Process Reengineering and Transitional Change Management project shall result in a tiered reduction for each business day beyond the applicable due date completion: \$2500 per day, for the first 5 days; \$5000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter. These reductions may be made from any amount eventually due under this Deliverable.</p> <p>Financial Consequences</p>

<p>shall also establish the cap on any amounts payable under this Deliverable for that State Fiscal Year, except as may be subsequently increased by DEO, in writing, at DEO's sole discretion.</p>	<p>business days for approval.</p> <p>Contractor shall submit to DEO with the monthly invoice, status reports reflecting services rendered under this deliverable in accordance with Section 7.b. & c. on the last business day of each month.</p> <p>Completion of this Deliverable is based on review and approval by DEO.</p>	<p>imposed under this Deliverable are cumulative of each other.</p> <p>Financial consequences will not be imposed for days of delay for which that day of delay is caused by DEO, provided that DEO's Project Manager certifies to such in writing prior to the date of Contractor's related invoicing.</p>
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Deliverable 5 Total Not to Exceed: \$ 139,485.00

Deliverable 6 – FL WINS Systems Integrator – Business and Technical Requirements

Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>In accordance with Section 1.2.2.a, and if requested by DEO:</p> <p>Contractor shall timely collect the business and technical requirements for the FL WINS Systems Integrator project, as specified by Task Order.</p> <p>No work shall be performed under this Deliverable until DEO 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 DEO, in writing, at DEO's sole discretion.</p>	<p>Contractor shall collect and provide, by the due date specified in the FL WINS Program Management Plan, the complete business and technical requirements for the FL WINS Systems Integrator project, if requested by DEO.</p> <p>In the event of DEO disapproval of the procurement documents, DEO shall communicate the deficiencies to Contractor in writing, after which, Contractor shall correct the deficiencies and resubmit to DEO within seven (7) business days for approval.</p> <p>Completion of this Deliverable is based on review and approval by DEO.</p>	<p>If performance is requested, failure to timely provide the complete business and technical requirements documentation for the FL WINS Systems Integrator project shall result in a tiered reduction for each business day beyond the applicable due date until completion: \$2500 per day, for the first 5 days; \$5000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter. These reductions may be made from any amount eventually due under this Deliverable.</p> <p>Financial Consequences imposed under this Deliverable are cumulative of each other.</p> <p>Financial consequences will not be imposed for days of delay for which that day of delay is caused by DEO, provided that DEO's Project Manager certifies to such in writing prior to the</p>

		date of Contractor’s related invoicing.
Deliverable 6 Total Not to Exceed: \$ 362,960.00		
Deliverable 7 – FL WINS Systems Integrator - Procurement		
Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>In accordance with Section 1.2.2.b, and if requested by DEO:</p> <p>Contractor, in coordination with the Workforce Partners Procurement and Contract Teams, shall timely draft procurement documents for the FL WINS Systems Integrator project, as specified by Task Order.</p> <p>No work shall be performed under this Deliverable until DEO 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 DEO, in writing, at DEO’s sole discretion.</p>	<p>Contractor shall draft and provide, by the due date specified in the FL WINS Program Management Plan, procurement documents for the FL WINS Systems Integrator project, if requested by DEO, in accordance with Section 1.2.2.b.</p> <p>In the event of DEO disapproval of the procurement documents, DEO shall communicate the deficiencies to Contractor in writing, after which, Contractor shall correct the deficiencies and resubmit to DEO within seven (7) calendar days for approval.</p> <p>Completion of this Deliverable is based on review and approval by DEO.</p>	<p>If performance is requested, failure to timely provide procurement documents for the FL WINS Systems Integrator project shall result in a tiered reduction for each business day beyond the applicable due date until completion: \$2500 per day, for the first 5 days; \$5000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter. These reductions may be made from any amount eventually due under this Deliverable.</p> <p>Financial Consequences imposed under this Deliverable are cumulative of each other.</p> <p>Financial consequences will not be imposed for days of delay for which that day of delay is caused by DEO, provided that DEO’s Project Manager certifies to such in writing prior to the date of Contractor’s related invoicing.</p>
Deliverable 7 Total Not to Exceed: \$ 374,830.00		
Deliverable 8 – FL WINS Data Hub - Business and Technical Requirements / Procurement		
Tasks	Minimum Acceptance Criteria	Financial Consequences

<p>In accordance with Sections 1.2.2.a and 1.2.2.b and if requested by DEO:</p> <p>(1) Contractor shall timely collect the business and technical requirements for the FL WINS Data Hub project; and</p> <p>(2) Contractor, in coordination with the Workforce Partners Procurement and Contract Teams, shall timely draft procurement documents for the FL WINS Data Hub project, as specified by Task Order.</p> <p>No work shall be performed under this Deliverable until DEO 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 DEO, in writing, at DEO's sole discretion.</p>	<p>Contractor shall collect and provide, by the due date specified in the FL WINS Program Management Plan, the complete business and technical requirements for the FL WINS Data Hub project, if requested by DEO, in accordance with Section 1.2.2.a.</p> <p>Contractor shall draft and provide, by the due date specified in the FL WINS Program Management Plan, procurement documents for the FL WINS Data Hub project, if requested by DEO, in accordance with Section 1.2.2.b.</p> <p>In the event of DEO disapproval of the procurement documents, DEO shall communicate the deficiencies to Contractor in writing, after which, Contractor shall correct the deficiencies and resubmit to DEO within seven (7) business days for approval.</p> <p>Completion of this Deliverable is based on review and approval by DEO.</p>	<p>If performance is requested, failure to timely provide the complete business and technical requirements for the FL WINS Data Hub project shall result in a tiered reduction for each business day beyond the applicable due date until completion: \$2500 per day, for the first 5 days; \$5000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter. These reductions may be made from any amount eventually due under this Deliverable.</p> <p>If performance is requested, failure to timely provide procurement documents for the FL WINS Data Hub project shall result in a tiered reduction for each business day beyond the applicable due date until completion: \$2500 per day, for the first 5 days; \$5000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter. These reductions may be made from any amount eventually due under this Deliverable..</p> <p>Financial Consequences imposed under this Deliverable are cumulative of each other.</p> <p>Financial consequences will not be imposed for days of delay for which that day of delay is caused by DEO, provided that DEO's Project Manager certifies to such in writing prior to the date of Contractor's related invoicing.</p>
<p>Deliverable 8 Total Not to Exceed: \$ 1,562,935.00</p>		

Deliverable 9 – FL WINS Customer Portal - Business and Technical Requirements / Procurement		
Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>In accordance with Sections 1.2.2.a and 1.2.2.b and if requested by DEO:</p> <p>(1) Contractor shall timely collect the business and technical requirements for the FL WINS Customer Portal project;</p> <p>(2) Contractor, in coordination with the Workforce Partners Procurement and Contract Teams, shall timely draft procurement documents for the FL WINS Customer Portal project as specified by Task Order.</p> <p>No work shall be performed under this Deliverable until DEO 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 DEO, in writing, at DEO’s sole discretion.</p>	<p>Contractor shall collect and provide, by the due date specified in the FL WINS Program Management Plan, the complete business and technical requirements for the FL WINS Customer Portal project, if requested by DEO, in accordance with Section 1.2.2.a.</p> <p>Contractor shall draft and provide, by the due date specified in the FL WINS Program Management Plan, procurement documents for the FL WINS Customer Portal project, if requested by DEO, in accordance with Section 1.2.2.b.</p> <p>In the event of DEO disapproval of the procurement documents, DEO shall communicate the deficiencies to Contractor in writing, after which, Contractor shall correct the deficiencies and resubmit to DEO within seven (7) business days for approval.</p> <p>Completion of this Deliverable is based on review and approval by DEO.</p>	<p>If performance is requested, failure to timely provide the complete business and technical requirements for the FL WINS Customer Portal project shall result in a tiered reduction for each business day beyond the applicable due date until completion: \$2500 per day, for the first 5 days; \$5000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter. These reductions may be made from any amount eventually due under this Deliverable.</p> <p>If performance is requested, failure to timely provide procurement documents for the FL WINS Customer Portal project shall result in a tiered reduction for each business day beyond the applicable due date until completion: \$2500 per day, for the first 5 days; \$5000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter. These reductions may be made from any amount eventually due under this Deliverable.</p> <p>Financial Consequences imposed under this Deliverable are cumulative of each other.</p> <p>Financial consequences will not be imposed for days of delay for which that day of delay is caused by DEO, provided that DEO’s Project Manager certifies to such in</p>

		writing prior to the date of Contractor’s related invoicing.
Deliverable 9 Total Not to Exceed: \$ 969,640.00		
Deliverable 10 - Knowledge Transfer		
Tasks	Minimum Acceptance Criteria	Financial Consequences
<p>In accordance with Section 1.2.8, Contractor shall:</p> <p>(1) Timely provide Ad hoc Knowledge Transfers; and</p> <p>(2) Timely provide the Final Knowledge Transfer</p> <p>No work shall be performed under this Deliverable until DEO 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 DEO, in writing, at DEO’s sole discretion.</p>	<p>Contractor shall provide an Ad hoc Knowledge Transfer, upon DEO’s written request, in accordance with Section 1.2.8.</p> <p>Evidence of performance will be found in the complete procedures, tools, templates, training, and governance documentation provided by Contractor for the subject-matter specified in DEO’s written request.</p> <p>Contractor shall provide the Final Knowledge Transfer to DEO in accordance with Section 1.2.8.</p> <p>Evidence of performance will be found in the complete procedures, tools, templates, training, program and project documentation and governance documentation provided by Contractor for the entire FL WINS Program.</p> <p>Completion of this Deliverable is based on review and approval by DEO.</p>	<p>If an Ad hoc Knowledge Transfer is requested, failure to timely complete the Transfer shall result in a tiered reduction for each business day beyond the applicable due date until completion: \$2500 per day, for the first 5 days; \$5000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter. These reductions may be made from any amount eventually due under this Deliverable.</p> <p>Failure to timely complete the Final Knowledge Transfer shall result in a tiered reduction for each business day beyond the applicable due date until completion: \$2500 per day, for the first 5 days; \$5000 per day, for the next 5 days; and \$10,000 per day, for every day thereafter. These reductions may be made from any amount eventually due under this Deliverable.</p> <p>Financial Consequences imposed under this Deliverable are cumulative of each other.</p> <p>Financial consequences will not be imposed for days of delay for which that day of delay is caused by DEO,</p>

		provided that DEO's Project Manager certifies to such in writing prior to the date of Contractor's related invoicing.
Deliverable 10 Total Not to Exceed: \$ 299,728.00		
Total Contract Amount Not to Exceed: \$16,692,820.00		

Cost Shifting: The deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services under the Agreement in order to designate payment points during the Contract Period. Prior written approval from DEO's Contract Manager is required for changes to the above Deliverable amounts that exceed **ten percent (10%)** of each deliverable total amount. Regardless, in no event shall DEO pay costs that exceed the total amount of this Contract.

All deliverables shall be submitted to DEO for review, approval, and acceptance in accordance with the terms of the Contract, unless otherwise approved by DEO in writing.

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 the services to be furnished by Contractor under this Contract shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout Florida under the same or similar circumstances. 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 DEO 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 DEO (or workforce partner) premises, obey and comply with all rules, policies, and any other standards and procedures which must be adhered to by DEO's employees and vendors.

Contractor employees providing services under this Contract must receive initial security awareness training upon hire, as well as on-going 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 required under regulatory or compliance requirements for information types to which

they will gain access. Training must be approved by DEO and facilitated at Contractor's expense, unless otherwise approved by DEO. Contractor's staff assigned to this Contract shall use information available in any format compatible with existing DEO 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 DEO.

Due to the complexity of the FL WINS project, Contractor personnel may be assigned to work in-house at different workforce partner locations in effort to facilitate, coordinate, and maintain the continuity of a shared vision of the project objectives and ensure a successful project completion.

2.1 Background Screenings

Pursuant to section 110.1127, F.S., certain duties and positions are designated as positions of special trust because they involve special trust responsibilities, are located in sensitive locations, or have key capabilities with access to sensitive or confidential information. The designation of a special trust position or duties is at the sole discretion of DEO and the applicable Workforce Partner(s).

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

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 a Workforce Partner 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 screening shall be the responsibility of Contractor. The results of the screenings are confidential and will be provided by secure email transmission from FDLE to DEO, or from FDLE to the applicable Workforce Partner, and will be maintained by DEO and the applicable Workforce Partner. DEO's Contract Manager will provide written

approval/disapproval of Contractor's employees, agent, or subcontractor to Contractor. A designated liaison from the applicable Workforce Partner will provide written approval/disapproval of Contractor's employees, agent, or subcontractor to Contractor. Contractor's employees, agents, or subcontractors are prohibited from performing any work under this Contract until written approval of the employee is received from DEO's Contract Manager and the applicable Workforce Partner's designated liaison. DEO reserves the right to make final determinations on suitability of all Contractor's employees, agents, or subcontractors assigned to this Contract.

2.2 Staffing Changes

Contractor will not remove any Key Personnel from their assigned roles prior to its submission of the initial FL WINS Program Management Plan. Contractor must provide prior written notice for DEO review and approval (submitted to the DEO Contract Manager) at least 10 calendar days prior to the removal of any Key Personnel from their assigned 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 DEO's approval as provided herein. DEO reserves the right to require the removal from the Contract any Contractor personnel deemed unacceptable. Replacement contractor staff are responsible for complying with all established requirements listed in section 2.0, Staff Qualifications and Performance Criteria.

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

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

2.3 Employment Verification (E-Verify)

1. Section 448.095, F.S., requires the following:
 - a. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - b. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract

employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

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 Agreement.

2.4 Prohibition Against Contracting with Scrutinized Companies; Contractor Certifications

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

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

2.5 Antitrust Violations

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

3.0 DEO Contract Liaisons

DEO designates as its Contract Manager, Claudia Gunnels, who can be contacted by telephone at (850) 599-0310 or by email at Claudia.Gunnels@deo.myflorida.com.

In the event any of the information provided in Section 3.0 changes, DEO will notify Contractor in writing of such change. Such changes shall not require an amendment to this Scope of Work.

4.0 Type of Contract:

This Contract is a **fixed price** Contract. The Contractor shall provide services described in this Contract, which shall be authorized as Task Orders.

5.0 Contract Payment:

This Contract shall not exceed **\$16,692,820.00**, which shall be paid by DEO in consideration for Contractor's provision of goods and/or services as set forth by the terms and conditions of this Contract. The State of Florida and DEO's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature and availability of any and all applicable federal funds. DEO shall be the final authority as to the availability of funds for this Contract, and as to what constitutes an "annual appropriation" of funds to complete this Contract. If such funds are not appropriated or available for the Contract purpose, such event will not constitute a default on DEO or the State. DEO agrees to notify Contractor in writing at the earliest possible time if funds are not appropriated or available. The cost for services rendered under any other Contract or to be paid from any other source is not eligible for reimbursement under this Contract.

The Contractor shall provide services described in this Contract, which shall be authorized by annual Task Orders. Services described in this Contract are inclusive to the cost of the fixed-price deliverables through completion and DEO approved, unless otherwise specified in this Contract. The Contractor's work will be managed by the DEO Contract Manager who shall issue written authorization to work in the form of individual task orders. Each task order shall include project or service requirements (scope of services); activities; activities the Contractor expects DEO to perform; total allowable costs, and estimated hours for roles performing work on the task and specific deliverables and delivery dates. The Contractor is not authorized to initiate work on any task order prior to approval by DEO. The Contractor is also not authorized to perform work on any task order beyond the services completion date as identified in the individual task order unless approved by DEO.

6.0 Contract Period

This Contract shall be effective as of the date the last party signs it and shall end on June 30, 2027.

7.0 Invoicing Instructions

In accordance with subsection 287.058(1)(a), F.S., Contractor will provide DEO's Contract Manager invoices in sufficient detail for a proper pre-audit and post-audit thereof. All invoices

must be submitted on a monthly basis to DEO's Contract Manager in accordance with the State of Florida Reference Guide for State Expenditures at:

https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/referenceguideforstateexpenditures4a8dd8e7f6fd4eae3eb12363d341f74.pdf?sfvr sn=ae70963d_2

The invoice requirements of the State of Florida Reference Guide for State Expenditure are hereby incorporated by reference. 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, DEO Contract number, the Purchase Order number, Contractor's Federal Employer Identification Number (FEIN), Contractor's invoice number, and the invoice period.
- b. Invoices must clearly reflect the services/deliverables that were provided according to the terms of the Contract and include the number of hours worked at the hourly rate for each STC position, STC job title, and the tasks that were provided during the invoice period.
- c. Invoices must include a status report which clearly identifies the services rendered for each deliverable in compliance with the Contract and supports the hours reported on said invoice.
- d. Invoices must be accepted and approved by DEO.

Total invoices billed for hourly services cannot exceed \$ 16,692,820.00. Travel expenses must be included in the hourly rate proposed. DEO will not pay for travel to or from the Tallahassee area for this Contract. In addition, DEO will not pay for vicinity travel. Travel, if approved by DEO, will only be reimbursed in accordance with section 112.061, F.S. Travel must be pre-approved in writing by DEO's Contract Manager. Each request to incur travel expenses should be submitted following DEO Procedure 3.05 (to be provided to the Contractor upon need for travel).

The procedures described in the DEO Travel Manual are hereby incorporated by reference. Performance under this Contract shall be done on an hourly basis, not to exceed the number of hours authorized per job number, job title, and scope variant as specified in Attachment Two, Cost Page.

The State of Florida and DEO'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. DEO shall be the final authority as to the availability of funds for this Contract, and as to what constitutes an "annual appropriation" of funds to complete this Contract.

8.0 Confidentiality and Safeguarding Information

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and

federal laws will govern disclosure of any confidential information received by the State of Florida.

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

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

Contractor shall keep and maintain public records, as defined in section 119.011(12), F.S., required by DEO to perform this Contract. Upon request from DEO, Contractor shall provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.

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

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

If Contractor has access to confidential information in order to fulfill Contractor's obligations under this Contract, Contractor agrees to abide by all applicable DEO Information Technology Security procedures and policies. Contractor (including its employees, subcontractors, agents, 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 DEO in writing of any disclosure of unsecured confidential information of DEO by Contractor, its employees, agents, or representatives which is not in compliance with the terms of the Contract (of which it becomes aware). Contractor also shall report to DEO any Security Incidents of which it becomes aware, including those incidents reported to Contractor by its sub-contractors or agents. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Contractor's possession or electronic interference with DEO operations; however, random attempts at access shall not be considered a security incident.

Contractor shall make a report to DEO not more than seven (7) business days after Contractor learns of such use or disclosure. Contractor's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by DEO's Information Security Manager, at Contractor's sole expense.

In the event of a breach of security concerning confidential personal information involved with this Contract, Contractor shall comply with the provisions of section 501.171, F.S. When notification to affected persons is required under this section of the statute, Contractor shall provide that notification, at Contractor's sole expense, but only after receipt of DEO's approval of the contents of the notice. If requested by DEO, 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 DEO all public records in possession of Contractor or keep and maintain public records required by DEO to perform work under this Contract. If Contractor transfers all public records to DEO upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

8.1 Confidentiality and Safeguarding Reemployment Assistance Information

- A. Contractor staff may have access to confidential Reemployment Assistance information while performing the services described in this Contract. Contractor must implement procedures to ensure protection and confidentiality of data, files and records involved with the Contract. All Contractor staff assigned to the Contract must sign a confidentiality statement. Contractor's confidentiality procedures must comply with all state and federal confidentiality requirements, including but not limited to section 443.1715, F.S., and 20 CFR Part 603.
- B. Any confidential Reemployment Assistance information received under this Contract will not be stored on any portable storage media or peripheral devices (e.g., laptops, thumb drives, iPads, cell phones, etc.) capable of storing the information.
- C. Contractor and Contractor staff will adhere to the provisions of this section to protect the confidentiality of Reemployment Assistance information obtained from DEO under the Contract against unauthorized access or disclosure and agrees:

- (1) Reemployment Assistance information will be used only to the extent necessary to assist in the valid administrative needs of Contractor staff assigned to this Contract and shall be disclosed only for those purposes as defined in the Contract or as authorized by law.
 - (2) Any Reemployment Assistance information obtained from DEO shall be stored in a place physically secure from access by unauthorized persons.
 - (3) Reemployment Assistance information shall not be used for any purposes not specifically authorized by the Contract.
 - (4) Contractor will safeguard access to the confidential information in such a way that unauthorized persons cannot view, print, copy, or retrieve the information by any means.
 - (5) Contractor will instruct all personnel granted access to Reemployment Assistance information provided by DEO regarding the confidential nature of the information, the safeguards and requirements of this section, and the provisions specified in sections 443.1715, F.S., and 20 CFR Part 603.
 - (6) Contractor will take precautions to ensure that only authorized personnel who have a recognized need to know, as attested by the Contractor, are given access to the Reemployment Assistance information.
 - (7) Contractor understands and agrees the provisions of these terms and conditions regarding the requirements to safeguard Reemployment Assistance information are considered material conditions of the Contract.
- D. Contractor shall permit DEO, its agents, or other state and federal representatives authorized to conduct inspections described in this section, or their designees, to make on-site inspections of records relevant to the purchase order, to ensure compliance with section 443.1715, F.S., 20 CFR Part 603, and any other applicable state and federal law, regulations, or rules. Such inspections may take place with notice during normal Contractor business hours wherever the records are maintained. Contractor will ensure a system is maintained that is sufficient to permit an audit of the Contractor's compliance with these terms and conditions and the requirements specified above. Failure to allow such inspections or maintain such a system constitutes a material breach of the purchase order.
- E. All data, both electronic and hard copies, received by the Contractor or Contractor staff from DEO during the Contract are the property of DEO and must be, at DEO's discretion, surrendered to DEO or destroyed, upon expiration, termination, or cancellation of the Contract at no cost to DEO.
- F. Contractor shall not be responsible or liable for unauthorized disclosure or use of personally identifiable information or any other data provided by or otherwise relating to Reemployment Assistance applicants due to security incidents, breaches, or intrusions of DEO networks, systems, applications, databases, environments, or materials not owned or controlled by the Contractor.

9.0 Indemnification

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

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

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

10.0 Termination

10.1 Termination Due to the Lack of Funds

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

10.2 Termination for Cause

DEO may terminate the Contract if Contractor fails to: (1) deliver the product within the time specified in the Contract or any extension; (2) maintain adequate progress, as determined

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

10.3 Termination for Convenience

DEO, by written notice to Contractor, may terminate the Contract in whole or in part when DEO determines in its sole discretion that it is in the State's interest to do so. Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. Contractor shall not be entitled to recover any cancellation charges or lost profits.

11.0 Financial Consequences for Failure to Timely and Satisfactorily Perform

Contractor and DEO agree that Contractor's failure to timely and satisfactorily perform all or a portion of the Deliverables and Tasks set forth in this Scope of Work, Section 1.3, in accordance with the requirements of this Contract, and in particular, as specified in this Scope of Work, Section 1.2, shall result in substantial injury to DEO; however, damages arising from such failure cannot be calculated with any degree of certainty. Consequently, Contractor and DEO agree that the Financial Consequences and Liquidated Damages set forth in this Contract, individually and cumulatively, are intended to compensate DEO for same and not intended to penalize or punish Contractor.

In the event that Contractor's performance of a Deliverable or Task is deemed unsatisfactory by DEO, Contractor shall not be entitled to payment for same until Contractor re-performs as needed for submittal of a satisfactory Deliverable or Task at no additional cost to DEO. Furthermore, in the event that Contractor's performance of a Deliverable or Task is deemed unsatisfactory or untimely by DEO, the Financial Consequences set forth in this Scope of Work, Section 1.3, shall be imposed. Financial Consequences may only be applied if the failure is solely the result of Contractor's actions or the delay in completing the task is solely attributed to the Contractor.

Nothing in this Contract, including but not limited to this Scope of Work, shall be construed to waive, hinder, or otherwise interfere with any other rights, remedies, and privileges, in law or in equity, held by DEO with respect to this Contract and Contractor's performance hereunder, including but not limited to, DEO's right to terminate the Contract as provided.

Notwithstanding any other terms in the Contract., if Contractor's non-compliance with any provision of the Contract results in additional cost or monetary loss to DEO or the State of Florida, DEO can recoup that cost or loss from monies owed to Contractor under this Contract or any other contract between Contractor and any State entity. In the event the discovery of this cost or loss arises when no monies are available under this Contract or any other contract between Contractor and any State entity, Contractor will repay such cost or loss in full to DEO within 30 days of the date of notice of the amount owed, unless DEO agrees, in writing, to an alternative timeframe.

11.1 Financial Consequences for Failure to Comply with Purchase Order Requirements:

In addition to those remedies outlined herein, and any other remedies provided by law, if

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

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

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

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

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

13.0 RESERVED

14.0 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.

15.0 Non-Disclosure

Contractor and Contractor personnel shall not divulge, disclose, or communicate information pertaining to the services provided in accordance with this Contract to any third party for any purpose not in conformity with this Contract without the express written consent of DEO.

Contractor and Contractor personnel shall not divulge, disclose, or communicate information regarding the services rendered including but not limited to product development plans, products, processes, procurement documents, ideas, strategies and information, program methods, program plans, customer names and related information, contracts, contractual relationships, pricing, financial information, designs, software, hardware, works-in-progress, development tools, source code, specifications, improvements, enhancements, and databases. However, information which is or becomes part of the public domain through no direct or indirect act or omission of Contractor is excluded from this section. Contractor shall ensure that any agent, including a subcontractor, providing services in accordance with this Contract agrees to the same terms, conditions, and restrictions that apply to Contractor with respect to this section. Violation of this section shall constitute a material breach of the Contract, and DEO may avail itself of all appropriate legal and equitable remedies.

16.0 Conflicts of Interest

Contractor and Contractor personnel assigned to this Contract shall not participate in any matter that would inure to Contractor's or Contractor personnel'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 personnel assigned to this Contract shall disclose to DEO's Contract Manager any conflicts of interest that arise during the performance of this Contract. DEO 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 DEO may avail itself of all appropriate legal and equitable remedies.

17.0 Value Added Services – Innovative Ideas

Additional costs or shared savings associated with value added services or innovative ideas are reflected in Attachment Three and shall be performed at the cost set forth therein.

18.0 Unknown, Unanticipated, Unspecified tasks

During the term of the Contract, including any renewals and extensions, DEO reserves the right to negotiate with Contractor for the provision of additional commodities and/or services within the general scope of the initial Contract. At such time, if DEO and the Contractor successfully negotiate cost, schedule, deliverables, etc. the Contractor will provide a written proposal to DEO. DEO 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 DEO 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 DEO'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 DEO.

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IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments hereto, the Parties have caused to be executed this Contract by their undersigned officials duly authorized.

DEPARTMENT OF ECONOMIC OPPORTUNITY

THE NORTH HIGHLAND COMPANY LLC

By 
 8D7A4B05416240F...
 Signature

By 
 Signature

Title **Dane Eagle**
 Secretary


Title **Wayne Messina**
 Vice President

Date 8/4/2022

Date 8/4/2022

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: 
 40005280043F46D...

Approved Date: 8/4/2022

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Attachment 1**DEO Vendor Core Contract****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.
2. 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.
3. Contractor shall allow public access to all documents, papers, letters or other materials made or received by Contractor in conjunction with this Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. It is expressly understood that DEO may unilaterally cancel this Contract for Contractor's refusal to comply with this provision.
4. Contractor shall perform all tasks contained in the Scope of Work.
5. Receipt by Contractor of DEO's written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Contract and is contingent upon Contractor's compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the Scope of Work and DEO shall apply the applicable criteria stated in the Scope of Work to determine satisfactory completion of each deliverable).
6. Contractor shall comply with the criteria and final date by which such criteria must be met for completion of this Contract.
7. **Renewal and Extension:** If the Contract was procured by an exceptional purchase pursuant to subsections 287.057(3)(a) or (3)(c), F.S., it may not be renewed. If the Contract was competitively procured, the price of the renewal must be included in the response to the Invitation to Bid (ITB), Request for Proposal (RFP), or Invitation to Negotiate (ITN) and the renewal price for the Contract shall not exceed that as set forth in the response to the ITB, RFP, or ITN. Subsection 287.057(13), F.S., provides that contracts for commodities or contractual services may be renewed on a yearly basis for a period of up to three years after the initial contract, or for a period no longer than the term of the original contract, whichever is longer. Renewals are contingent upon the availability of funds, satisfactory performance evaluations by DEO, and at the discretion of DEO. Costs for any renewal may not be charged. Extension of the contract shall be at DEO's sole discretion and in compliance with section 287.057(12), F.S.
8. If Contractor fails to perform in accordance with the Contract, DEO shall apply the financial consequences specified herein.
9. Unless otherwise agreed in writing, intellectual property rights to preexisting property will remain with Contractor; whereas, intellectual property rights to all property created or otherwise developed by Contractor in performance of this Agreement will be owned by the State of Florida through DEO. Proceeds derived from the sale, licensing, marketing, or other

authorization related to any such DEO-controlled intellectual property right shall be handled in the manner specified by applicable state statute.

B. Governing Laws:

1. State of Florida Law:

- a. Contractor agrees that this Contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of the Contract. Without limiting the provisions of Section 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. DEO shall ensure compliance with section 11.062, F.S., and section 216.347, F.S. Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of DEO's Inspector General, or other authorized State official, Contractor shall provide any type of information the Inspector General deems relevant to Contractor's integrity or responsibility. Such information may include, but shall not be limited to, Contractor's business or financial records, documents, or files of any type or form that refer to or relate to this Contract. Contractor shall retain such records for the longer of: (1) five years after the expiration of the Contract; or (2) the period required by the General Records Schedules maintained by the Florida Department of State available at:
http://dlis.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 2.
- f. **Advertising:** Subject to chapter 119, F.S., Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from DEO, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Contractor's name and either a description of the Contract or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to the Contract, except potential or actual authorized distributors, dealers, resellers, or service representatives.
- 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 DEO if it, or any of its affiliates, as defined in section 287.133(1)(a) of the Florida Statutes, is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the activities listed in Section I.F.1.e. above for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

- (3) Vendors on Scrutinized Companies Lists:** In executing this Contract, Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, F.S., or is engaged in a boycott of Israel, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S., engaged in business operations in Cuba or Syria , or engaged in business operations with the government of Venezuela.
- (b) Pursuant to section 287.135(5), F.S., DEO may immediately terminate this Contract for cause if Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies that Boycott Israel List, or is engaged in boycott of Israel or placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, has been engaged in business operations in Cuba Syria, or Venezuela, during the term of the Contract.
- (c) If DEO determines that Contractor has submitted a false certification, DEO will provide written notice to Contractor. Unless Contractor demonstrates in writing, within ninety (90) days of receipt of the notice, that DEO's determination of false certification was made in error, DEO shall bring a civil action against Contractor. If DEO's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed on Contractor, and Contractor will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date of DEO's determination of false certification by Contractor.
- (d) In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.
- (4) Discriminatory Vendors:** Contractor shall disclose to DEO if it or any of its affiliates, as defined by section 287.134(1)(a.), F.S., appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S. may not:
- (e) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity;
- (f) 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;
- (g) submit bids, proposals, or replies on leases of real property to a public entity;
- (h) be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract or agreement with any public entity; or
- (i) 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 DEO to perform Contractor's responsibilities hereunder. Contractor shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination of this Contract, Contractor shall transfer, at no cost, to DEO all public records in possession of Contractor or keep and maintain public records required by DEO to perform the service. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from the DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.
- (2)** If DEO does not possess a record requested through a public records request, DEO shall notify the Contractor of the request as soon as practicable, and Contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If Contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Contract. A Contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.
- (3)** DEO does not endorse any contractor, commodity or service. No public disclosure or news release pertaining to this Contract shall be made without the prior written approval of DEO. Contractor is prohibited from using contract information, sales values/volumes and/or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO.
- (4)** Contractor acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Contractor submits to DEO under this Contract may constitute public records under Florida Statutes. Contractor shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.
- (5)** If Contractor submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Contractor prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as Contractor waiver of a claim of exemption. Contractor shall ensure that public records that are exempt or

confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to DEO upon termination of the Contract.

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

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 sub-agreements.
- (10)** The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, *et seq.*, Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to DEO.
- (11)** Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida’s energy

conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.

- (12)** The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see Certification Regarding Lobbying Form within Attachment 2 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 2 of this Contract.
- (14)** Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- (15)** Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.
- (16)** Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

- (17) Rights to Inventions Made Under Contract or Agreement: Contracts or agreements for the performance of experimental, development, or research work shall provide for the rights of the Federal Government and Contractor in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contract and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (18) The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.
- (19) E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- (20) Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (21) Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
- (22) Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

C. Contractor Payments:

1. Contractor will provide DEO's Contract Manager invoices in accordance with the requirements of the State of Florida Guide for State Expenditures ([fdjj1410-attachment2-102019-dfs_referenceguideforstateexpenditures.pdf](#)) with detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:
 - a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Contract for the invoice period. Payment does not become due under the Contract until the invoiced deliverable(s) and any required report(s) are approved and accepted by DEO.
 - b. Invoices must contain Contractor's name, address, federal employer identification number or other applicable Contractor identification number, the Contract number, the invoice number, and the invoice period. DEO or the State may require any additional information from Contractor that DEO or the State deems necessary to process an invoice.
 - c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.
2. At DEO's or the State's option, Contractor may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the DEO Contract Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.
3. Payment shall be made in accordance with section 215.422, F.S., Rule 69I-24, F.A.C., and section 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services unless the solicitation documents or the Contract Scope of Work specify otherwise. DEO has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Contractor due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to DEO. DEO is responsible for all payments under the Contract.
4. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to section 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at:
[Judgement Interest Rates \(myfloridacfo.com\)](#)

H. Final Invoice:

Contractor shall submit the final invoice for payment to DEO no later than **60** days after the Contract ends or is terminated. If Contractor fails to do so, DEO, in its sole discretion, may refuse

to honor any requests submitted after this time period and may consider Contractor to have forfeited any and all rights to payment under this Contract.

D. Return or Recoupment of Funds:

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

E. Vendor Ombudsman:

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

F. Audits and Records:

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

end of five (5) state fiscal years, the records shall be retained until resolution of the audit findings through litigation or otherwise. Contractor shall cooperate with DEO to facilitate the duplication and transfer of such records or documents upon request of DEO. Additional federal requirements may be identified in Attachment 1, Scope of Work.

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

G. Employment Eligibility Verification:

1. Section 448.095, F.S., The State of Florida requires the following:
 - a. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - b. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.
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 have an E-Verify, Contractor shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Contract.

H. Duty of Continuing Disclosure of Legal Proceedings:

1. Prior to execution of this Contract, Contractor must disclose all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (Proceedings) involving Contractor (and each subcontractor) in a written statement to DEO's Contract Manager. Thereafter, Contractor has a continuing duty to promptly disclose all Proceedings upon occurrence.
2. This duty of disclosure applies to Contractor's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.
3. Contractor shall promptly notify the DEO's Contract Manager of any Proceeding relating to or affecting the Contractor's or subcontractor's business. If the existence of such Proceeding causes the State concern that the Contractor's ability or willingness to

perform the Contract is jeopardized, Contractor shall be required to provide the DEO's Contract Manager all reasonable assurances requested by DEO to demonstrate that:

- a. Contractor will be able to perform the Contract in accordance with its terms and conditions; and,
- b. Contractor and/or its employees, agents or subcontractor(s) have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceeding.

I. Assignments and Subcontracts:

1. Contractor agrees to neither assign the responsibility for this Contract to another party nor subcontract for any of the work contemplated under this Contract, or amend any such assignment or subcontract, without prior written approval of DEO. Any sublicense, assignment, or transfer occurring without the prior approval of DEO, shall be null and void.
2. Contractor agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Contract. If DEO permits Contractor to subcontract all or part of the work contemplated under this Contract, including entering into subcontracts with vendors for services and commodities, it is understood by Contractor that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law. Contractor further agrees that DEO shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Contractor, at its expense, will defend DEO against such claims.
3. Contractor agrees that all Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all DEO security and administrative requirements identified herein. DEO may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Contractor. DEO may refuse access to, or require replacement of, any of Contractor's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with DEO's security or administrative requirements identified herein. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. DEO may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents.
4. Contractor agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to Contractor. In the event the State of Florida approves transfer of Contractor's obligations, Contractor remains responsible for all work performed and all expenses incurred in connection with the Contract. In addition, this Contract shall bind the successors, assigns, and legal

representatives of Contractor and of any legal entity that succeeds to the obligations of the State of Florida.

5. Contractor agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from DEO in accordance with section 287.0585, F.S., unless otherwise stated in the Contract between Contractor and subcontractor. Contractor's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Contractor and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.
6. Contractor agrees that DEO may undertake or award supplemental contracts for work related to the Contract. Contractor and its subcontractors shall cooperate with such other contractors and DEO in all such cases.
7. Contractor shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to DEO's Contract Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. DEO's Minority Coordinator at (850) 245-7260 will assist with questions and answers.
8. DEO shall retain the right to reject any of Contractor's or subcontractor's employees whose qualifications or performance, in DEO's judgment, are insufficient.

J. Purchasing:

1. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):** In accordance with section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from PRIDE and has been approved in accordance with subsection 946.515(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under chapter 946, F.S., in the same manner and under the same procedures set forth in subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

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

2. **Products Available from the Blind or Other Handicapped (RESPECT):** In accordance with subsection 413.036(3), F.S., if a product or service required for the performance of this

Contract is on the procurement list established pursuant to subsection [413.035\(2\)](#), F.S., the following statement applies:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to chapter 413, F.S., in the same manner and under the same procedures set forth in subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

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

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

K. MyFloridaMarketPlace Transaction Fee:

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

L. Nonexpendable Property:

1. For the requirements of this Section of the Contract, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of \$1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25 or more; and hardback-covered bound books, with a value or cost of \$250 or more).
2. All nonexpendable property, purchased under this Contract, shall be listed on the property records of Contractor. Contractor shall inventory annually and maintain accounting records

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

M. Information Resource Acquisition:

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

S. Insurance:

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

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

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

1. Contractor's Commercial General Liability Insurance:

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

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

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

3. Other Insurance:

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

N. Confidentiality and Safeguarding Information:

1. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.
2. Contractor must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Contract.
3. Except as necessary to fulfill the terms of this Contract and with the permission of DEO, Contractor shall not divulge to third parties any confidential information obtained by Contractor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.
4. Contractor agrees not to use or disclose any information concerning a recipient of services under this Contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.

5. If Contractor has access to either DEO's network or any DEO applications, or both, in order to fulfill Contractor's obligations under this Contract, Contractor agrees to abide by all applicable DEO Information Technology Security procedures and policies. Contractor (including its employees, subcontractors, agents, or any other individuals to whom Contractor exposes confidential information obtained under this Contract), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Contract.
6. Contractor shall notify DEO in writing of any disclosure of unsecured confidential information of DEO by Contractor, its employees, agents, or representatives which is not in compliance with the terms of this Contract (of which it becomes aware). Contractor also shall report to DEO any Security Incidents of which it becomes aware, including those incidents reported to Contractor by its sub-contractors or agents. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Contractor's possession or electronic interference with DEO operations; however, random attempts at access shall not be considered a security incident. Contractor shall make a report to DEO not more than seven (7) business days after Contractor learns of such use or disclosure. Contractor's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by DEO's Information Security Manager.
7. In the event of a breach of security concerning confidential personal information involved with this Contract, Contractor shall comply with section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Contractor shall provide that notification, but only after receipt of DEO's approval of the contents of the notice. Defined statutorily, and for purposes of this Contract, "breach of security" means the unauthorized access of data in electronic form containing personal information. Good faith acquisition of personal information by an employee or agent of the Contractor is not a breach of security, provided the information is not used for a purpose unrelated to the Contractor's obligations under this Contract or is not subject to further unauthorized use.

O. Warranty of Ability to Perform:

Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its contract obligations. Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133, F.S., or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Contract.

P. Patents, Copyrights, and Royalties:

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

Q. Independent Contractor Status:

In Contractor's performance of its duties and responsibilities under the Contract, it is mutually understood and agreed that Contractor is at all times acting and performing as an independent contractor. DEO shall neither have nor exercise any control or direction over the methods by which Contractor shall perform its work and functions other than as provided herein. Nothing in the Contract is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

1. Except where Contractor is a state agency, Contractor, its officers, agents, employees, subcontractors, or assignees, in performance of this Contract shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Contractor represent to others that, as Contractor, it has the authority to bind DEO unless specifically authorized to do so.
2. Except where Contractor is a state agency, neither Contractor, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Contract.

3. Contractor agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
4. Unless justified by Contractor and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Contractor or its subcontractor or assignee.
5. DEO shall not be responsible for withholding taxes with respect to Contractor's compensation hereunder. Contractor shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Contractor shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.
6. Contractor, at all times during the Contract, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

R. Electronic Funds Transfer:

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

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

II. CONTRACTOR AND DEO AGREE:

A. Renegotiation or Modification:

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

B. Time is of the Essence:

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

C. Termination:**1. Termination Due to the Lack of Funds:**

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

2. Termination for Cause:

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

3. Termination for Convenience:

DEO, by written notice to Contractor, may terminate this Contract in whole or in part when DEO determines in its sole discretion that it is in the State's interest to do so. Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. Contractor shall not be entitled to recover any cancellation charges or lost profits.

D. Dispute Resolution:

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

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

1. Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and

damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or DEO.

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

F. Limitation of Liability:

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

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

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

Neither Party shall be liable to the other for any delay or failure to perform under this Contract if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or

other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Contract to either Party. In the case of any delay Contractor believes is excusable under this paragraph, Contractor shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Contractor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Contractor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Contractor shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Contract to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Contractor, provided that Contractor grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Contractor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

H. Severability:

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

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**ATTACHMENT TWO
COST PAGE (REFERENCE)**

Management Consulting State Term Contract 80101500-20-1				
Management Consulting Services				
Job Title	TOTAL ESTIMATED AMOUNT OF HOURS (h)*	ESTIMATED NUMBER OF EMPLOYEES NEEDED	FIXED HOURLY RATE (rate)	ESTIMATED AMOUNT OF HOURS TIMES HOURLY RATE (h) x (rate)
Principal	38,975	7	\$ 242.00	\$ 9,431,950.00
Senior Consultant	25,402	6	\$ 195.00	\$ 4,953,390.00
Consultant	5,496	3	\$ 175.00	\$ 961,800.00
Junior Consultant	9,968	1	\$ 135.00	\$ 1,345,680.00
Program & Administrative Support	0	0	\$ 0	\$ 0
TOTAL				\$ 16,692,820.00

Deliverable	Hours	Total Cost
Deliverable 1: Kickoff Meeting and Management Plan	640	\$ 149,240.00
Deliverable 2: PMO and FL WINS Program Management Plan	TBD	\$ 382,558.00
Deliverable 3: FL WINS Management and FL WINS Reporting	TBD	\$ 12,276,246
Deliverable 4: FL WINS Business Process Reengineering and Transitional Change Management – Business and Technical Requirements	783	\$ 175,198.00
Deliverable 5: FL WINS Business Process Reengineering and Transitional Change Management Procurement – Procurement	653	\$ 139,485.00
Deliverable 6: FL WINS System Integrator – Business and Technical Requirements	TBD	\$ 362,960.00
Deliverable 7: FL WINS System Integrator – Procurement	TBD	\$ 374,830.00
Deliverable 8: FL WINS Data Hub – Business and Technical Requirements/Procurement	TBD	\$ 1,562,935.00
Deliverable 9: FL WINS Customer Portal – Business and Technical Requirements/Procurement	TBD	\$ 969,640.00
Deliverable 10: Knowledge Transfer	TBD	\$ 299,728.00
TOTAL		\$ 16,692,820.00

ATTACHMENT THREE**Value Added Services – Innovative Ideas**

Value Added Service	One-Time or Recurring	Cost
Automated Testing	One-Time	TBD
Agile Readiness Coaching	Recurring	TBD
Business Architecture	One-Time	\$0.00
Process Mining	One-Time	TBD
Cost Allocation	Recurring	\$0.00
Budget Authorization Development/Updates	Recurring	\$0.00/TBD
Advisory Group	Recurring	\$0.00
Strategy Session	One-Time	0.00

Attachment 4

CERTIFICATIONS AND ASSURANCES

Contractor shall complete the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Contract, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)
 - B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
 - C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)
 - D. Certification Regarding Public Entity Crimes, section 287.133, F.S.
 - E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)
 - F. Certification Regarding Scrutinized Companies Lists, section 287.135, F.S.
- A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.**

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

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

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

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

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

agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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

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

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

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

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

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part

91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

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

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

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

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

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

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

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

