

**STATE OF FLORIDA DEPARTMENT OF EDUCATION
CONTRACT
(NON-STATE TERM)
NO. 23-260**

Department of Education	Name of Contractor
Division: Vocational Rehabilitation	<u>The Florida Endowment Foundation for Vocational Rehabilitation d/b/a The Able Trust</u>
Bureau: Vendor and Contracted Services	Address of principal place of business:
Section: Contracts Administrative Management	<u>3220 Thomasville Road, Suite 200 Tallahassee, Florida 32308</u>

This Contract ("Contract") is entered into as a contractual undertaking by and between the Florida Department of Education, Division of Vocational Rehabilitation ("Department" "DVR", "DOE") and the above-named Contractor ("Contractor") as of the Effective Date concerning the project identified below ("Project").

I. Name of Project:

Art to Competitive Integrated Employment (ArtCIE)

II. Brief Summary of Nature and Purpose of Project:

The ArtCIE project will create a collaborative service model designed to advance competitive integrated employment outcomes for individuals working in or contemplating subminimum wage employment. Through a dual-customer approach focused on the needs of individuals with disabilities and businesses, the model will build participants' skills to meet the needs of industries flourishing in Florida, including the Arts. The ArtCIE project has been designed to operate over a five-year period. The overall objective of ArtCIE is to increase the number of adults who transition from subminimum wage to competitive integrated employment.

The Division of Vocational Rehabilitation (DVR), will partner with The Florida Endowment Foundation for Vocational Rehabilitation, Inc. (The Able Trust) to administer the sub-granting functions of ArtCIE including sub-grant administration, hiring of direct support staff (grant manager), sub-grant development, management, payment processing, monitoring and oversight of functions of the ArtCIE project.

III. Contract Documents:

The documents establishing and constituting the contractual relationship between the Department and the Contractor (referred to collectively as the "Contract") supersede all prior agreements and understandings, written or oral, regarding this Project and consist of the following:

- This Contract, including all of the following attachments, which are hereby incorporated by reference and made a part hereof, and which are identified as follows (reference additional attachments as appropriate):
 1. Attachment A: Detailed Description of Performance Duties;
 2. Attachment B: Payment Terms and Schedule;
 3. Attachment C: Standard Terms and Conditions;

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4. If determined by the Department to be applicable, Attachment D: Single Audit Act Requirements. The Department determines that Attachment D is applicable, and
5. Attachment E: Minority Sub Contractors Utilization Summary. The Department determines that Attachment E is not applicable.

In the event of a conflict between the Contract and any of the attachments, the order of priority in terms of the controlling provisions and documents are as follows: this Contract, Attachment A, Attachment B, Attachment C, Attachment D, and Attachment E.

IV. Project Management:

The Department and the Contractor designate their respective representatives, identified below ("Contract Manager"), for coordination, communication, and management of the Project.

For the Department:

For the Contractor:

Victoria Gaitanis
(Name)

Allison Chase
(Name)

Contract Manager
(Title)

President and CEO
(Title)

325 West Gaines Street
Tallahassee, FL 3399
(Mailing address)

3320 Thomasville Road
Suite 200
Tallahassee, Florida 32308
(Mailing address)

Telephone: 850-245-3399
Email: voncelia.dixon@vr.fldoe.org
(Phone, fax and e-mail)

Telephone: 850-224-4493
Fax: 850-224-4496
Email: Allison@abletrust.org
(Phone, fax and e-mail)

V: Effective Date:

This Contract shall be effective on the date upon which it is signed by both Department and Contractor, whichever is later.

VI. Expiration Date:

This Contract shall expire on **September 30, 2027**, unless cancelled earlier in accordance with its terms.

VII. Renewal:

Subject to the limitations set forth in Sections 287.057(13), and 287.058(1)(g), Florida Statutes, and Attachment C, Section I.F, this Contract is renewable at the option of the Department for a renewal period or periods with commencement and expiration dates as follows: **No renewal option available.**

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VIII. Travel:

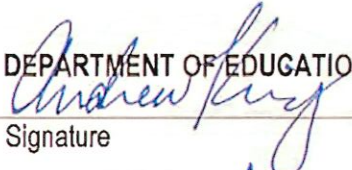
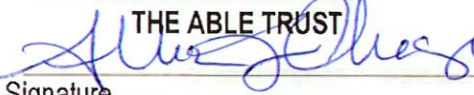
Contractor will will not be reimbursed for travel pursuant to Section 112.061, Florida Statutes.

IX. Notice:

Notice given pursuant to the terms and conditions of this Contract shall be sufficient if given to the receiving party's Contract Manager either 1) in writing addressed to that Contract Manager by certified mail, return receipt requested, or 2) by hand delivery, 3) by facsimile, or 4) by email.

X. Approval and Execution:

The Department and the Contractor have caused this Contract to be executed by their undersigned officials, duly authorized.

<p style="text-align: center;">DEPARTMENT OF EDUCATION</p> <p>By: <u></u> Signature</p> <p>Name: Manny Diaz, Jr. <u>ANDREW KING</u> Typed <u>GENERAL COUNSEL FOR</u></p> <p>Title: <u>Commissioner of Education</u> Typed</p> <p>Date: <u>8/25/23</u></p>	<p style="text-align: center;">THE FLORIDA ENDOWMENT FOUNDATION FOR VOCATIONAL REHABILITATION dba THE ABLE TRUST</p> <p>By: <u></u> Signature</p> <p>Name: <u>Allison Chase</u> Typed</p> <p>Title: <u>President and CEO</u> Typed</p> <p>Date: <u>9/15/23</u></p>
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IX. Notice:

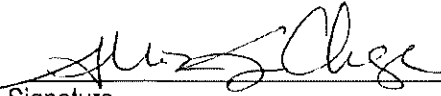
Notice given pursuant to the terms and conditions of this Contract shall be sufficient if given to the receiving party's Contract Manager either 1) in writing addressed to that Contract Manager by certified mail, return receipt requested, or 2) by hand delivery, 3) by facsimile, or 4) by email.

X. Approval and Execution:

The Department and the Contractor have caused this Contract to be executed by their undersigned officials, duly authorized.

DEPARTMENT OF EDUCATION

**THE FLORIDA ENDOWMENT
FOUNDATION FOR VOCATIONAL
REHABILITATION dba
THE ABLE TRUST**

By: _____ Signature	By:  Signature
Name: <u>Manny Diaz, Jr.</u> Typed	Name: <u>Allison Chase</u> Typed
Title: <u>Commissioner of Education</u> Typed	Title: <u>President and CEO</u> Typed
Date: _____	Date: <u>June 6, 2023</u>

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
PROCUREMENT CONTRACT – ATTACHMENT A
DETAILED DESCRIPTION OF PERFORMANCE DUTIES**

The detailed description of the Contractor's performance duties and related provisions for the ArtCIE Project, Agreement No. 23-260, are as follows:

I. Project Overview:

A. Program Background and Purpose of Project.

The ArtCIE project will create a collaborative service model designed to advance competitive integrated employment (CIE) outcomes for individuals working in or contemplating subminimum wage employment. Through a dual-customer approach focused on the needs of individuals with disabilities and businesses, the model will build participants' skills to meet the needs of industries flourishing in Florida, including the Arts, Entertainment and Recreation. The ArtCIE project is designed to operate over a five year period. The overall objective of ArtCIE is to increase the number of adults who transition from subminimum wage to competitive integrated employment.

The Division of Vocational Rehabilitation (DVR) will subgrant and partner with The Florida Endowment Foundation for Vocational Rehabilitation, Inc. (The Able Trust) to administer the subgranting functions of ArtCIE, to include subgrant management and administration, hiring of direct support staff (contract manager), subgrant development, payment processing, and oversight of selected functions of the ArtCIE project. This agreement implements the work of ArtCIE partners identified in DVR's grant application, including:

Proposed partner	Role	Budgeted five year total (subject to change)
Griffin-Hammis Associates	Provide training at the sites to assist in obtaining ACRE certification on Basic Employment with a focus on Customized Employment. Continue to train mentors in FL for sustainability.	\$1,315,192
Kennedy Center	Produce professional videos demonstrating individuals with disabilities working in the arts to educate participants, families, school staff and providers on career pathways in the arts. Assist VR's Business Relations Unit with developing Internship sites with employers in the arts industry to create work experiences and hiring opportunities for 1,000 ArtCIE participants and existing VR customers across the counties served by the project.	\$1,000,035
USF Center for Assistive, Rehabilitation and Robotics Technologies (CARRT)	Develop and provide opportunities for individuals to explore careers and gain employment skills in a virtual environment ("VR for VR").	\$953,108
PolicyWorks	Coordinate the development of Peer Mentoring for Adults. Develop guides, materials and resources for this new service.	\$594,343
Are of Florida, Alisha Linton	Development coordinator for the adult ArtCIE sites. She will assist in developing ArtCIE plans, interactive job fairs and family workshops and support partners in the development of Peer Mentoring activities.	
ARC of Tampa Bay	Pilot site and 14(c) certificate employer, responsible for (1) promoting ArtCIE to their clients in or considering subminimum wage employment; (2) increasing Career Counseling Information and Referral services to their clients; and (3) supporting individuals to transition to CIE	\$100,000

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	by providing or facilitating project services, including Peer Mentoring, Customized and Supported Employment, family workshops, interactive job fairs, and education on arts careers for participants, families, and staff. Pilot sites are also responsible for assisting with data tracking and project evaluation activities.	
ARC of Washington	Pilot site and 14(c) certificate employer, responsible for (1) promoting ArtCIE to their clients in or considering subminimum wage employment; (2) increasing Career Counseling Information and Referral services to their clients; and (3) supporting individuals to transition to CIE by providing or facilitating project services, including Peer Mentoring, Customized and Supported Employment, family workshops, interactive job fairs, and education on arts careers for participants, families, and staff. Pilot sites are also responsible for assisting with data tracking and project evaluation activities.	\$100,000
Pine Castle	Pilot site and 14(c) certificate employer, responsible for (1) promoting ArtCIE to their clients in or considering subminimum wage employment; (2) increasing Career Counseling Information and Referral services to their clients; and (3) supporting individuals to transition to CIE by providing or facilitating project services, including Peer Mentoring, Customized and Supported Employment, family workshops, interactive job fairs, and education on arts careers for participants, families, and staff. Pilot sites are also responsible for assisting with data tracking and project evaluation activities.	\$100,000
The Able Trust	Administer and manage all of the above subgrants.	\$603,251

B. Scope of Work.

The Contractor shall perform the following grant administration functions during the term of this Agreement:

1. ArtCIE Contract Management

- a. Perform the critical function of administering seven key subgrants that comprise the services to be delivered to ArtCIE participants, families, providers and schools, including monitoring the subgrants for the duration of the project to (1) ensure the subgrantee is performing all duties in accordance with the contract; (2) mitigate risks and minimize or eliminate problems and potential claims or disputes, and (3) identify any problems/issues and promptly address them with the subgrantee(s). Hire a contract manager who will be solely dedicated to ArtCIE. This position will be managed by the Vice President of The Able Trust.
- b. The contract manager shall develop and submit for review and approval all subgrant agreements, prior to execution. DVR's Project Lead will accept, review and approve all subgrant agreements.
- c. The contract manager, in collaboration with the ArtCIE project lead, shall monitor and evaluate the ArtCIE project activity performed by subgrantees and report progress, including required data from all subgrantees, by the Able Trust.
- d. The contract manager shall monitor and process quarterly and periodic financial budgetary reports submitted by subgrantees.

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- e. Prior to payment, the contract manager shall accept, review, and approve completed deliverables of subgrantees. Payments will only be processed for deliverables that meet the minimum performance criteria as established in the subgrant agreements. Any deliverable that does not meet the minimum performance standards must be assessed applicable financial consequences.
 - f. The contract manager shall prepare and submit payment requests to Finance Manager at The Able Trust for final review and payment disbursement.
 - g. The contract manager shall prepare and submit written quarterly project status reports to the DVR Project Lead.
 - h. The contract manager shall gather, analyze, and report data outcomes to the DVR Project Lead and the Independent subgranted ArtCIE evaluators.
 - i. The contract manager shall address Contractor requirements as needed and/or directed by The Able Trust and DVR Project Lead.
- C. Governing Statutory and Administrative Requirements.** The statutes and administrative rules or regulations governing this project include, but are not limited to, the following:
- State: Section 215.97, Florida Statutes, (Florida Single Audit Act); Chapters 216, 287 and 413 (Part II), Florida Statutes; Section 112.061, Florida Statutes; the State of Florida, Department of Financial Services, Reference Guide to State Expenditures; and any other state laws that may be applicable.
 - Federal: The Rehabilitation Act of 1973, as amended, and Public Law 108-364. Other applicable regulations include the Education Department General Administration Regulations (EDGAR); the Federal State Plan; Title 34, Code of Federal Regulations Part 345; and OMB Circulars A-110, A-122, and A-133; other federal laws as may be applicable.
- D. Required Outcome of the Program.**
1. Increase opportunities for ArtCIE program participants—students and youth with disabilities seeking subminimum wage employment and potential VR program applicants or VR-eligible individuals with disabilities who are employed or contemplating employment at subminimum wage—to obtain CIE.
 2. Identify strategies for addressing challenges associated with access to CIE.
 3. Provide integrated services that support CIE and support integration into the community through CIE.
 4. Identify and coordinate wraparound services for any individual served by the project who obtains CIE.
 5. Develop evidence-based practices and share those practices with entities holding 14(c) certificates and other stakeholders.
 6. Provide entities holding section 14(c) certificates with readily accessible transformative business models for adoption.
 7. Expansion of businesses' participation in re-occurring training and hiring for job seekers with disabilities.
 8. Improved access to occupations for individuals with disabilities, particularly occupations within the Arts, Entertainment and Recreation industry.
 9. Increased competencies among Florida's VR staff, providers, and community partners in delivering a dual-customer model implementing customized employment, self-employment and supported employment.
- E. Role of Contractor In the Program Outcome.**
- a. Administer seven subgrant agreements, which includes (1) coordinating with subgrantees and project evaluators to develop processes for reporting project measures; (2) ensuring compliance with the subagreement terms and

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conditions; (3) monitoring of contract tasks, deliverables, and expenditures using desk, site and expenditure reviews; (4) negotiating, writing and executing any subagreement amendments; (5) resolving, in partnership with VR, contract disputes; (6) curing, in partnership with VR, contract errors and deficiencies; (7) measuring and evaluating subgrantees' completed work and performance; (8) supporting VR to respond to requests from RSA regarding the national evaluation; (9) computing and processing payments under the subagreement; and (10) closing out subagreements with VR approval.

F. Role of the DOE/DVR

1. The DOE/DVR shall receive, account for and disburse Federal funds awarded under this Agreement.
2. The DOE/DVR will designate a Project Lead and Contract Manager to act for the DOE/DVR in all matters pertaining to this Agreement; to receive, review and approve deliverables and invoices.
3. The DOE/DVR will cooperate on all matters requiring concurrence of approval in order that the Contractor will not be delayed in providing services in accordance with the terms and conditions of this Agreement.
4. The DOE/DVR will review performance and conduct monitoring activities in accordance with the monitoring plan established for this Agreement and the ArtCIE project.
5. The DOE/DVR will provide technical assistance as appropriate and/or as requested by the Contractor.
6. The DOE/DVR shall negotiate with and provide direction to the Contractor in the use of unspent funds.
7. The DOE/DVR will review and approve as appropriate, each of the subgrant agreements, prior to issuance and/or execution.

II. Project Phases and Deliverables:

A. Description of the Major Phases, Stages or Other Organizational Structure of the Program.

Annual Project Reporting Frequency: **1st Quarter** (October 1st- December 31st), **2nd Quarter** (January 1st-March 31st), **3rd Quarter** (April 1st-June 30th), **4th Quarter** (July 1st-September 30th).

B. Deliverables. The following is the itemized list of each Deliverable that the Contractor is required to provide to the Department, and for each Deliverable: the specifications for the Deliverable; the description of the activities leading to the Deliverable; and the completion date of the Deliverable.

- i. A Quarterly Progress Report, to be submitted to the DOE/DVR Contract Manager providing a summary of all subgrant activities under this Agreement.
- ii. A Quarterly Budget Summary and Reconciliation Report with supporting back-up documentation. The Quarterly Report will be submitted with back-up documentation to verify performance.

C. Reporting Requirements

During year 1, the report will include the quarterly activities conducted and the status of the following measures for each subgrantee.

- Coordination and collaboration with other project partners and the project evaluators to develop processes for reporting program measures and process measures.
- As appropriate to their project role, provide feedback on the model fidelity assessment tool. The fidelity assessment tool will be derived by project evaluators from the project design and services for the purposes of estimating fidelity to the model. The core model components will be described, along with corresponding implementation criterion and scales.

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- As appropriate to the project role, provide feedback on the satisfaction survey developed by project evaluators for ArtCIE participants and businesses.
- Participate in training on model service delivery and data collection per the evaluation requirements. The training will be recorded and able to be accessed on demand.
- Support DVR to respond to requests from RSA and/or Mathematica regarding the national level evaluation.

During years 2-5, the report will include the quarterly activities conducted and the status of the following measures for each subgrantee:

- Data regarding program and process measures.
- Support activities related to the piloting and implementation of the fidelity assessment.
- Activities related to the support of the piloting of the satisfaction (the survey in Year 2 with ArtCIE participants and businesses.
- Participation in qualitative interviews with project evaluators to explore the ArtCIE model to better understand how it impacts client transition from subminimum wage to competitive integrated employment.
- Participation in ArtCIE partner videoconference meetings to track progress toward objectives. It is anticipated these will occur on a monthly schedule initially but will likely move to a quarterly schedule.
- Participation in ongoing technical assistance activities to ensure model implementation is in line with fidelity assessments and evaluation findings.
- Participation in pre- and post- knowledge measures to track knowledge gains and evaluate technical assistance.
- Participation in an ArtCIE Community of Practice for a peer-to-peer engagement to solve problems, and identify and apply solutions. These meetings will be held online quarterly or tri-annually as appropriate.
- Activities to support DVR to respond to requests from RSA and/or Mathematica regarding the national level evaluation.

D. Criteria for Final Completion of the Agreement. The criteria for final completion of the Agreement are the delivery to, and approval by, DVR of all Deliverables required by the Agreement.

E. Acceptance Testing. To implement the provisions of Attachment C, Section IV., Deliverables shall be approved in accordance with the following acceptance testing plan:

Not Applicable.

F. Software Updates. If the project involves the use of software to be provided by or through the Contractor, periodic updates to such software will be handled in accordance with the following:

Not Applicable.

III. Modification of Standard Terms and Conditions:

Each of the following enumerated provisions supersedes or modifies, as indicated, the Section of Attachment C, Standard Terms and Conditions, to which it expressly refers:

Section III., Invoice – The Contractor shall request payment on a quarterly basis through the submission of properly completed invoice and supporting documentation to the DOE/DVR Contract Manager.

The following language is added to Section XXXVI. – Discrimination on the basis of race, color, national origin, sex, disability, religion, or marital status against a participant under the SWTCIE grant is prohibited. No person shall, on the basis of race, color, national origin, sex, disability, religion, or marital status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity under this Contract.

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In performing work under this contract, Contractor shall not promote or support any activities that advocate for diversity, equity, and inclusion, or promote or engage in political or social activism, as defined by rules of the State Board of Education of Florida and regulations of the Florida Board of Governors.

IV. Performance Bond: As provided in Attachment C, Section XVII.:

- A. The Contractor shall provide a performance bond , another form of security or not applicable .
- B. If applicable, the amount of the Contractor's performance bond is is not the total amount of the Contract. If the amount is not the total amount of the Contract it is the amount of \$ _____.
- C. If applicable, the form of the other security shall be (_____) in the amount of \$ _____.

V. Financial Consequences: The Contract Manager shall periodically review the progress made on the activities and deliverables listed above. If the Contractor fails to meet and comply with the activities/deliverables established in the Agreement or to make appropriate progress on the activities and/or towards the deliverables and they are not resolved within two (2) weeks of notification, the Contract Manager shall approve a reduced payment. A financial consequence of \$500.00 shall be applied for each occurrence of non-compliance and/or lack of performance related to timeliness of quarterly activity and report submission for the ArtCIE Project.

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PROCUREMENT CONTRACT – ATTACHMENT B
PAYMENT TERMS AND SCHEDULE

The Payment Terms and Schedule for the procurement contract awarded to The Able Trust Contract Number 23-260 are as follows:

I. An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract into which this Attachment B is incorporated.

A. Place an "X" beside *either* 1 or 2:

1. The total payment shall be the amount entered in the space provided in Section II, below.

Or

2. The total payment shall be an amount not to exceed the amount entered in the space provided in Section II, below.

B. Place an "X" beside *either* 1 or 2:

1. The total payment shall be paid as a single, lump sum payment upon the Contractor meeting the criteria for completion of the Contract.

Or

2. The total payment shall be paid as scheduled progress payments in accordance with Section III, below, which prescribes the amount of each payment, the specified Deliverable(s) that must be received and approved prior to each payment, and the projected payment date.

Or

Not applicable

C. If I.A.2. applies, place an "X" beside any of the following that apply:

1. The total payment includes amounts, which are set aside for specified activities as described in Section IV, below. Records shall be kept by the Contractor to account for amounts earned for each activity. In the event that the full amount set aside for any activity is not earned, the unearned amount shall revert to the Department and shall be reflected as an adjustment to the final payment.

2. Contract payments shall be based on a system of rates as prescribed in Section V, below, which shall account for all or a portion of the total contract payment also as prescribed in Section V, below.

II. As specified in Section I.A., the amount of the total payment, or the amount that the total payment shall not exceed is the following: **Four Million Seven Hundred Sixty Five Nine Hundred Twenty Nine and Zero Cents** **(\$4,765,929.00)**

III. The schedule of progress payments, the Deliverable(s) required to be received and approved, and the projected payment dates are set forth below. The actual date of payment shall be governed by the receipt and approval of the

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Deliverable(s), not by the projected payment date which is included to assist in planning the Contract activities and managing the project.

Amount of payment:

Major Deliverable Price, per quarter	Projected Date	Description of Deliverable(s):	Source Document Page
<u>Year 1/Quarters 1-4</u> \$171,028.25	Due within 30 days after the completion of each quarter. Quarter 1 - (October 1 st December 31 st) Quarter 2 - (January 1 st March 31 st) Quarter 3 - (April 1 st -June 30 th) Quarter 4 - (July 1 st September 30 th)	<ul style="list-style-type: none"> i. Submission of copies of a minimum of 7 executed subgrant agreements, at least three of which are agreements specific to pilot sites, with deliverables that align to project requirements. ii. Submission of and annual budget for the contractor and all 7 subgrants reflecting no more than 8% of the overall award being directly utilized by the contractor. iii. A Progress Report, to be submitted to the DOE/DVR Contract Manager providing a summary of all subgrant activities under this Agreement. iv. A Budget Summary and Reconciliation Report with supporting back-up documentation. The Quarterly Report will be submitted with back-up documentation to verify performance. 	<u>Attachment A, Section II., B.</u>
<u>Year 2/Quarters 1-4</u> \$311,316.00	Due within 30 days after the completion of each quarter. Quarter 1 - (October 1 st December 31 st) Quarter 2 - (January 1 st March 31 st) Quarter 3 - (April 1 st -June 30 th) Quarter 4 - (July 1 st September 30 th)	<ul style="list-style-type: none"> i. Monthly data for all subgrantees corresponding to federal reporting requirements and demonstrating increasing performance towards project goals. ii. Submission of and annual budget for the contractor and all 7 subgrants reflecting no more than 6% of the overall award being directly utilized by the contractor. iii. A Quarterly Progress Report, to be submitted to the DOE/DVR Contract Manager providing a summary of all subgrant activities under this Agreement. iv. A Quarterly Budget Summary and Reconciliation Report with supporting back-up documentation. The Quarterly Report will be submitted with back-up documentation to verify performance. 	<u>Attachment A, Section II., B.</u>
<u>Year 3/Quarters 1-4</u> \$266,541.00	Due within 30 days after the completion of each quarter.	<ul style="list-style-type: none"> i. Monthly data for all subgrantees corresponding to federal reporting requirements and demonstrating 	<u>Attachment A, Section II., B.</u>

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Major Deliverable Price, per quarter	Projected Date	Description of Deliverable(s):	Source Document Page
	<p>Quarter 1 - (October 1st- December 31st)</p> <p>Quarter 2 - (January 1st- March 31st)</p> <p>Quarter 3 - (April 1st-June 30th)</p> <p>Quarter 4 - (July 1st- September 30th)</p>	<p>increasing performance towards project goals.</p> <p>ii. Submission of and annual budget for the contractor and all 7 subgrants reflecting no more than 6% of the overall award being directly utilized by the contractor.</p> <p>iii. A Quarterly Progress Report, to be submitted to the DOE/DVR Contract Manager providing a summary of all subgrant activities under this Agreement.</p> <p>iv. A Quarterly Budget Summary and Reconciliation Report with supporting back-up documentation. The Quarterly Report will be submitted with back-up documentation to verify performance.</p>	
<p><u>Year 4/Quarters</u> <u>1-4</u> \$251,795.00</p>	<p>Due within 30 days after the completion of each quarter.</p> <p>Quarter 1 - (October 1st- December 31st)</p> <p>Quarter 2 - (January 1st- March 31st)</p> <p>Quarter 3 - (April 1st-June 30th)</p> <p>Quarter 4 - (July 1st- September 30th)</p>	<p>i. i. Monthly data for all subgrantees corresponding to federal reporting requirements and demonstrating increasing performance towards project goals.</p> <p>ii. Submission of and annual budget for the contractor and all 7 subgrants reflecting no more than 7% of the overall award being directly utilized by the contractor.</p> <p>iii. A Quarterly Progress Report, to be submitted to the DOE/DVR Contract Manager providing a summary of all subgrant activities under this Agreement.</p> <p>iv. A Quarterly Budget Summary and Reconciliation Report with supporting back-up documentation. The Quarterly Report will be submitted with back-up documentation to verify performance.</p>	<p><u>Attachment A, Section II., B.</u></p>
<p><u>Year 5/Quarters</u> <u>1-4</u> \$190,802.00</p>	<p>Due within 30 days after the completion of each quarter.</p> <p>Quarter 1 - (October 1st- December 31st)</p> <p>Quarter 2 - (January 1st- March 31st)</p>	<p>i. Monthly data for all subgrantees corresponding to federal reporting requirements and demonstrating increasing performance towards project goals.</p> <p>ii. Submission of and annual budget for the contractor and all 7 subgrants reflecting no more than 7% of the overall award being directly utilized by</p>	<p><u>Attachment A, Section II., B.</u></p>

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Major Deliverable Price, per quarter	Projected Date	Description of Deliverable(s):	Source Document Page
	Quarter 3 - (April 1 st -June 30 th) Quarter 4 - (July 1 st -September 30 th)	the contractor. iii. A Quarterly Progress Report, to be submitted to the DOE/DVR Contract Manager providing a summary of all subgrant activities under this Agreement. iv. A Quarterly Budget Summary and Reconciliation Report with supporting back-up documentation. The Quarterly Report will be submitted with back-up documentation to verify performance.	

IV. The amounts included in the total payment which are set aside for specified activities in accordance with Section I.C.1, above, the specified activity to which each amount pertains, and the criteria under which the Contractor earns portions of the amount which is set aside are described below: **Not Applicable**

Amount Set Aside:

\$

Description of Activity:

Criteria for Earning Portion of the Amount which is set aside:

V. The system of rates upon which contract payments are based is prescribed as follows: **Not Applicable**

A. As applicable, the type of work or the professional designation of a worker to whom the rate applies, the dollar amount of the rate, and the time unit covered by the rate amount are set forth below:

Dollar Amount:

\$

Per Time Unit:

Type of Work or Professional Designation of a Worker:

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
PROCUREMENT CONTRACT – ATTACHMENT B
PAYMENT TERMS AND SCHEDULE**

- B. As needed, further description or explanation of the information prescribed in Section V.A, above, such as but not limited to conditions precedent to the commencement of work, payment caps by category, or conditions under which the time unit or dollar amount may be adjusted are as follows:
- C. Each invoice which requests a payment based upon the system of rates:
- shall identify the pertinent dollar amount per time unit and the category of type of work, or professional designation of worker, in language which corresponds to subsection V.A, above;
 - shall specify the totals of the time units and amount of payment sought for each category of type of worker and for each worker, and,
 - shall be documented by time and performance records which are adequate for preaudit and postaudit.
- VI. For purchases pursuant to state term contracts, the total payment for completion of all requirements of the Contract which makes specific the Department's procurement under a State Term Contract awarded to the Contractor by the Department of Management Services reflects a savings to the Department in comparison to the total projected amount for the same work under the rates established in the State Term Contract No _____, as explained below:
Not Applicable
- VII. Federal funds awarded through the Department by this Contract, if any: **\$4,765,929.00**

STATE OF FLORIDA, DEPARTMENT OF EDUCATION
ATTACHMENT C
STANDARD TERMS AND CONDITIONS

Contract No. 23-260

- I. Pursuant to S. 287.058(1), Florida Statutes ("F.S.):
- A. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
 - B. Travel expenses will be reimbursed only if expressly authorized by the terms of the Contract. Bills for any travel expenses shall be submitted in accordance with s. 112.061, F.S.
 - C. The Department may unilaterally cancel this Contract if the Contractor refuses to allow access by members of the public to all documents, papers, letters and materials made or received in conjunction with the Contract that are subject to Chapter 119, F.S., and are not exempt from public inspection by s. 119.071, F.S., or by other provisions of general or special law.
 - D. The Deliverables specified in the Contract must be received and accepted in writing by the Department's Contract Manager before Contractor is entitled to payment.
 - E. To complete this Contract, all services must be performed and/or goods received on or before the date(s) specified in the Contract.
 - F. If this Contract is expressly renewable, it may be renewed for a period that may not exceed three years or the term of the original contract, whichever is longer. The renewal price for the contracted service is set forth in the bid, proposal, reply. Cost for renewal shall not be changed. Renewals shall be contingent on satisfactory performance evaluations by the Department and subject to the availability of funds. Exceptional purchase contracts pursuant to s. 287.057(3)(a) and (c), F.S., may not be renewed.
- II. In fulfilling its obligations under this Contract and Chapter 119, F.S., Contractor must comply with the requirements outlined in s. 119.0701, F.S. If Contractor fails to comply with a public records request pursuant to Chapter 119, F.S., the Department may take any action under this Contract necessary to ensure compliance with Florida's public records laws, including, but not limited to, demanding compliance with a public records request, seeking indemnification from Contractor regarding an action brought to enforce a public records request sent to Contractor, or terminating the Contract. Pursuant to s. 119.0701, F.S., Contractor must:
- A. Keep and maintain public records required by the Department to perform the service;
 - B. Upon request from the Department's custodian of public records, provide the Department 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;
 - C. 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 the Department; and
 - D. Upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. 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 the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

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 AT 850-245-0735 & contractcustodian@fldoe.org, Florida Department of Education, Attn: Contract Custodian 325 W. Gaines Street, Suite 344, Tallahassee, FL 32399-0400.

- III. The Contractor shall prepare an invoice for the amount due and mail it to the Department of Education Comptroller after having delivered the products and services required under this Contract to the Contract Manager. The invoice shall set forth details sufficient for a proper pre-audit and post-audit including, where applicable, the products and services delivered and completion dates. Upon receipt of the invoice, the Department of Education Comptroller will request confirmation from the Contract Manager that the delivered products and services are satisfactory, and payment is due. If for any reason they are not satisfactory, payment will be withheld until the unsatisfactory condition or conditions are corrected. Upon receipt of the Contract Manager's approval, the Department of Education Comptroller shall process each invoice in accordance with the provisions of s. 215.422, F.S.
- A. Contractor agrees to submit invoice within thirty (30) days of the Department's acceptance of deliverables. It is understood that should Contractor fail to submit invoice within thirty (30) days following the Department's acceptance of the deliverables, the Department shall not be responsible for payment thereof under this contract or quantum meruit.
- IV. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the Contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to s. 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Department's Fiscal s. at 850/245-0401 or Purchasing Office at 850/245-0483. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than thirty-five (35) days from the date of eligibility for payment is determined, and the daily interest rate is .02740 percent. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State Agency, may be contacted at 866/352-3776 or by calling the Chief Financial Officer's Hotline, 800/342-2762.

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ATTACHMENT C
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- V. As used in this Contract, the term "Deliverable" refers to tangible "commodities", as defined in s. 287.012(5), F.S., which the Contractor provides pursuant to the Contract and to reports or other tangible or documentary evidence which demonstrate that the Contractor has performed the services required by the Contract. The following provisions govern Deliverables, as applicable:
- A. Each Deliverable must be physically delivered to the Department's Contract Manager, or to a person designated by the Contact Manager. If delivery is made to a designee, the Contractor shall give written notice to the Contract Manager of the delivery. A Deliverable is not received until the Contract Manager has physical control of deliveries or has written notice that the designee has physical control.
 - B. In each case in which the approval of a Deliverable is dependent upon tests being conducted by the Department or Contractor, independently or jointly, the Department's inspection and approval of the Deliverable shall not be subject to the five (5) day provision in s. 215.422, F.S., but shall be governed by the terms and conditions of the acceptance testing plan as stated in Attachment A, until approved in accordance with the plan.
 - C. In each case of a Deliverable of information technology, as defined at s. 287.012(14), F.S., unless specified otherwise in Attachment A, the acceptance testing plan is deemed to include as a minimum the reliable performance of the information technology in accordance with its design specifications in:
 - 1. a test environment that simulates the production environment as much as is reasonably possible; and
 - 2. the production environment for which it is intended for a period of time sufficient for the information technology to have experienced the major foreseeable exigencies of the production functions.
 - D. The Department's inspection, including testing when applicable, shall determine whether or not the Deliverables appear to be in compliance with the Contract. The Contractor shall be notified in writing of any apparent deficiency. The written notice shall detail the specific action required by the Contractor to correct the deficiency. The Contractor shall timely correct such deficiency and resubmit the deliverable for acceptance.
- VI. The Contractor represents and agrees that information submitted in support of its requests for payment is the basis of payment and is true and accurate to the best of knowledge of the responsible signatory. A violation of this provision shall subject the violator to the provisions of s. 68.082, F.S., pertaining to false claims against the State, and/or s. 837.06, F.S., pertaining to false official statements.
- VII. This paragraph applies if this Contract expires in a fiscal year subsequent to the fiscal year in which the Contract is entered. The State of Florida's fiscal year comprises July 1 through June 30. The Department's and State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
- VIII. Notwithstanding anything to the contrary contained in a State Term Contract, Contractor warrants that all commodities, as defined in s. 287.012, F.S., shall meet the specifications of the Contract and shall be merchantable and fit for the particular purposes intended by the Contract.
- IX. The Contractor further warrants that as to each Deliverable produced pursuant to this Contract, Contractor's production of the Deliverable, and the Department's use of the Deliverable, will not infringe on the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. Sections 102-105 and to each exclusive right established in 17 U.S.C. Section 106. In furtherance of this provision the Contractor additionally warrants that:
- A. As to each work of software or other "information technology", as defined in s. 287.012(15), F.S., in which copyrights subsist, the Contractor has acquired the rights by conveyance or license to any third-party software or other information technology, which was used to produce the Deliverable;
 - B. As to each image and sound recording incorporated into a Deliverable, the Contractor has acquired the necessary rights, releases, and waivers from the person whose image or sound is included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic, sculptural, motion pictures, audiovisual work or sound recording from which the included image or sound recording was taken.
- X. The Contractor further warrants that the Contractor shall not disclose to any third party, without the express, prior, written approval of the Department, any personally identifiable information about any student. This applies to information which came from any record or report of a Florida public education institution or from any education record which is subject to the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g. The terms "record a report" and "student" shall have the meanings prescribed in s. 1002.22(2)(c) and (d), F.S. The term "educational record" shall have the meaning prescribed in 20 U.S.C. Section 1232g(a)(4).
- XI. In the event that the Governor and Cabinet are required to impose a mandatory reserve on appropriations, the Department shall amend this Contract to place in reserve the amount determined by the Department of Education to be necessary because of the mandatory reserve. Such amendments may provide for adjustments in the Deliverable products and services as may be necessary.
- XII. Intellectual property is subject to following additional provisions:
- A. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with, this Contract shall become the exclusive property of the of the State of Florida and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the Contractor nor any individual employed under this Contract shall have any proprietary interest in the product.
 - B. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the Department pursuant to s. 1006.39, F.S., on behalf the State of Florida.
 - C. In the event it is determined as a matter of law that any such work is not a "work for hire", Contractor shall immediately assign to the Department all copyrights subsisting therein for the consideration set forth in the Contract and with no additional compensation.
 - D. The foregoing shall not apply to any preexisting software, or other work of authorship used by Contractor, to create a Deliverable but which exists as a work independently of the Deliverable, unless the preexisting software or work was developed by Contractor pursuant to a previous Contract with the Department or a purchase by the Department under a State Term Contract.
 - E. The Department shall have full and complete ownership of all software developed pursuant to the Contract including without limitation:
 - 1. The written source code;
 - 2. The source code files;
 - 3. The executable code;
 - 4. The executable code files;
 - 5. The data dictionary;
 - 6. The data flow diagram;
 - 7. The work flow diagram;
 - 8. The entity relationship diagram; and

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9. All other documentation needed to enable the Department to support, recreate, revise, repair, or otherwise make use of the software.
- XIII. The Department reserves the right, at its option, to issue a change order to delete work tasks reducing the total Contract amount by up to 10%. An addition of work tasks within the scope of the Contract, an increase in the total Contract amount, or a decrease of more than 10% of the total Contract amount, shall be implemented only by a Contract amendment signed by both the Department and the Contractor.
- XIV. Pursuant to s. 216.347, F.S., no funds awarded under this Contract may be used for the purpose of lobbying the Legislature, the judicial branch, or a State agency.
- XV. The Contractor understands that s. 20.055, F.S., requires every contractor and subcontractor to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing; and the Contractor shall comply with this requirement. The Contractor shall grant access to all records pertaining to the Contract to the Department's Inspector General, General Counsel and other agency representatives, the State Auditor General, the Office of Program Policy and Government Accountability, and the Chief Financial Officer.
- XVI. The Contractor agrees to permit onsite visits by designated Department employees or agents to conduct audits to ensure compliance with Section 20.055, Florida Statutes. These audits may require Department access to records and data, computers and communications devices, and other materials whether owned or operated by the Contractor. Access may include, but is not limited to, user level and/or system level access to any computing or communications device; access to information (electronic, hardcopy, etc) that may be produced, transmitted or stored on the Contractor's equipment or premises; access to work areas; and access to interactively monitor and log traffic on the Contractor's networks.
- XVII. The Contractor must carry general liability insurance, which shall include errors and omissions coverage. The amount of coverage shall be a minimum of \$1,000,000 or the aggregate total of all contractual agreements between the Contractor and the agencies and political subdivisions of the State of Florida, whichever is greater. The Contractor shall add the Department as an additional insured on the general liability coverage. The insurance shall cover all of the Contractor's operations under this Contract and shall be effective throughout the Term of this Contract, as well as any renewals or extensions thereto. It is not the intent of this Contract to limit the types of insurance otherwise required by this Contract or that the Contractor may desire to obtain or be required to obtain by law. The Contractor must submit a Certificate of Insurance indicating coverage for general liability purposes and additional insured coverage and shall maintain and pay for same throughout the Term of this Contract. A Certificate of Insurance indicating adequate coverage shall be submitted to the Department prior to the time the Contract is entered. Any and all insurance policies shall be through insurers qualified to do business in Florida.
- XVIII. The Contractor agrees to provide the Department upon execution of this Contract with a performance bond or other security deposited with the Department in the total amount of the Contract or another amount if specified in the procurement specifications or Attachment A, guaranteeing that the Contractor will perform all work according to this Contract, within the time and price specified in the Contract. A performance bond shall be issued from a surety company, qualified to do business in Florida.
- XIX. The Contractor may not assign or subcontract all or any portion of this Contract without the advance written consent of the Department.
- XX. In all cases in which the Contractor, with the advance written consent of the Department, assigns or subcontracts, all or any portion of the Contract:
- A. The Contractor shall monitor the subcontractor or assignee and establish controls to avoid or mitigate risks identified by the Department or the Contractor; and
 - B. The Contractor shall allow the Department to monitor subcontractor or assignee activity and compliance, and the Contractor shall require the subcontractor or assignee to promptly submit to the Department, at the Department's request, complete and accurate documentation pertaining to the subcontract or the Contract.
- XXI. The Contractor shall coordinate with and assist the Department's Contract Manager in the performance of the latter's responsibilities, which include without limitation:
- A. Monitoring the activities of the Contractor;
 - B. Receiving and reviewing the reports of the Contractor to determine whether the objectives of the Contract are being accomplished;
 - C. Receiving and reviewing the invoices for payment of funds to assure that the requirements of the Contract have been met and that payment is appropriate;
 - D. Evaluating the process used by the Contractor to monitor the activities of any subcontractor or assignee; and
 - E. Accessing, directly, the subcontractors and assignees, as the Contract Manager deems necessary.
- XXII. This Contract may not be modified unless in writing signed by the Department and the Contractor.
- XXIII. The Department and the Contractor waive application of the principle of contract construction that ambiguities are to be construed against a contract's drafter, and agree that this Contract is their joint product.
- XXIV. The Department and the Contractor acknowledge that they have had their respective attorneys review and approve this Contract or that they have had the opportunity to do so.
- XXV. This Contract shall be governed by the laws of the State of Florida, and venue for purposes of any action brought to enforce or construe the Contract shall lie in Leon County, Florida.
- XXVI. Failure of the Department to declare any default immediately upon the occurrence or knowledge thereof, or delay in taking any action in connection therewith, does not waive such default. The Department shall have the right to declare any such default at any time and take such action as might be lawful or authorized under the Contract, at law, or in equity. No Department waiver of any term, provision, condition or covenant of the Contract shall be deemed to imply or constitute a further Department waiver of any other term, provision, condition or covenant of the Contract, and no payment by the Department shall be deemed a waiver of any default under the Contract.
- XXVII. Time is of the essence with regard to each and every obligation of the Contractor contained in the Contract. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from the untimely performance thereof) shall constitute a material breach.
- XXVIII. The Contractor shall indemnify and hold harmless the Department, its attorneys, agents and employees, from and against any and all third-party claims, suits, debts, damages, and causes of action, whatsoever, whether arising in law or in equity, arising out of or relating to Contractor performance or failure to perform under this Contract. The indemnification shall include reasonable attorney fees and costs incurred by the Department, its attorneys, agents and employees, in the defense of any such claim, suits or causes of action, as aforesaid.
- XXIX. This Contract may be cancelled by written agreement of the Department and the Contractor specifically referencing this Contract. Such agreement shall specify the remaining measures necessary to be taken by each party.
- XXX. The Department reserves the right to cancel this contract without cause by giving the Contractor thirty (30) days written notice.

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
ATTACHMENT C
STANDARD TERMS AND CONDITIONS**

- XXXI. Should Contractor fail to perform to Contract terms and conditions, Contractor shall be notified in writing, stating the nature of the failure to perform and providing a time certain (which shall be not less than ten (10) days following receipt of such notice) for correcting the failure. Such failure to perform shall otherwise be dealt within accordance with Rule 60A-1.006, F.A.C.
- XXXII. 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 s. 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.
- XXXIII. The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract. In addition, pursuant to State of Florida Executive Order No. 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.
- XXXIV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. The Department may cancel this contract if an attached explanation is not acceptable to the Department or the Federal government.
- XXXV. MyFloridaMarketPlace
- A. MyFloridaMarketplace Vendor Registration: Each Vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in MyFloridaMarketPlace, in compliance with Rule 60A-1.033, Florida Administrative Code, unless exempt therefrom.
- B. MyFloridaMarketPlace Transaction Fee: The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida. **VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE..**
- XXXVI. The Contractor shall comply with all applicable Federal, State and County laws, ordinances, rules, and regulations applicable to the Contractor and applicable to its performance under this Contract.
- XXXVII. Contractors, providers, and partners employed by the Department or acting on behalf of the Department shall comply with Florida Administrative Code (F.A.C.), and fully comply with all information technology security policies. Contractors, providers, and partners employed by the Department or acting on behalf of the Department shall also fully comply with 60GG-2 Information Technology Standards.
- XXXVIII. If this Contract is for goods or services over \$1,000,000, this Contract may be terminated at the option of the Department if the Contractor is found to have submitted a false certification as provided under subsection 287.135(5), F.S., 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.
- XXXIX. This Contract may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute one contract, notwithstanding that all parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined, and the signature of any party to any counterpart shall be deemed to be a signature too and may be appended to any other counterpart.
- XL. In accordance with Executive Order 20-44, each contractor meeting the following criteria: 1) all entities named in statute with which the agency must form a sole source, public private agreement and 2) all entities that, through contract or other agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds shall provide to the department an annual report in the format required by the department. This report shall detail the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the grantee shall submit with the annual report the most recent Return of Organization Exempt From Income Tax, Form 990, if applicable, or shall indicate that the contractor is not required to file such Form 990. Contracted entities must inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the contracted entity. This report shall be submitted by March 1 of each year. Executive Order 20-44 may be obtained via this link, https://www.flgov.com/wp-content/uploads/orders/2020/EO_20-44.pdf
- XLI. Unless otherwise specifically authorized herein, Contractor shall not convey anything of value, including but not limited to gifts, loans, rewards, favors or services, directly to any agent, employee or representative of the Department, and shall promptly notify the Department in the event that an agent, employee or representative of the Department attempts to solicit the same.

