



**CONTRACT
No. 80171908-21-STC
For**

Central Non-Profit Agency for the Blind or Other Severely Handicapped

This Contract is between the State of Florida, Department of Management Services (Department), and **Florida Association of Rehabilitation Facilities, Inc. dba RESPECT of Florida** (Contractor), collectively referred to herein as the "Parties."

The Contractor was awarded as the Central Non-Profit Agency (CNA) for the blind or other severely handicapped, in accordance with section 413.035, Florida Statutes.

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for five (5) years. The Initial Contract Term shall begin on January 1, 2021. The Contract shall expire on December 31, 2025, unless terminated earlier in accordance with the Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term or Terms not to exceed five (5) years, in accordance with the Special Contract Conditions.

III. Contract.

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated attachments, which set forth the entire understanding of the Parties and supersede all prior agreements, whether written or oral. All modifications to this Contract must be in writing and signed by all Parties.

All attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract attachments shall have priority in the order listed:

- a) Attachment A – Scope of Work
- b) Attachment B – Special Contract Conditions (formerly RFP Attachment C)
- c) Attachment C – Price Sheet (formerly RFP Attachment E)

**State Term Contract No. 80171908-21-STC
For
Central Non-Profit Agency for the Blind or Other Severely Handicapped**

IV. Contract Management.

Department's Contract Manager:


Frank Miller
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 488-8855
Email: Frank.Miller@dms.fl.gov

Contractor's Contract Manager:

Dayna Lenk, RESPECT Program Director
Florida Association of Rehabilitation Facilities dba RESPECT of Florida
1113 E. Tennessee St., Suite 100
Tallahassee, FL 32308
Telephone: (850) 877-4816
Email: dlenk@respectofflorida.org

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

**Florida Association of Rehabilitation
Facilities dba RESPECT
of Florida**

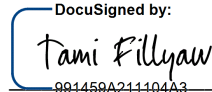
DocuSigned by:


Suzanne Sewell
President and CEO

12/10/2020 | 12:16 PM EST

Date:

**STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES**

DocuSigned by:


Tami Fillyaw
Chief of Staff

12/10/2020 | 2:37 PM EST

Date:

ATTACHMENT A Scope of Work

1. Purpose

This Scope of Work (SOW) sets forth the CNA's responsibilities as the Central Non-Profit Agency (CNA) for the blind or other severely handicapped, in accordance with section 413.035, Florida Statutes (F.S.), and Rule Chapter 60E-1, Florida Administrative Code (F.A.C.).

2. Definitions

Definitions and terms contained in sections 287.012, 413.032-037, F.S., Rules 60A-1.001 and 60E-1.001, F.A.C., and Attachment C – Special Contract Conditions, are incorporated by reference. In the event of a conflict, the definitions below will govern.

- a. **Business Day** – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m. Eastern Time.
- b. **Central Non-Profit Agency (CNA)** – The Contractor who administers the State Use Program for Florida.
- c. **Central Non-Profit Agency Fee** – A markup percentage added to the cost of raw materials, labor, overhead, and delivery of products and services by Employment Centers to recover the CNA's cost of providing products and services, without profit, in accordance with this Attachment A – Scope of Work. The Central Non-Profit Agency Fee is included in the Customer's final price for all products and services.
- d. **Commodity Code** – The State numeric code for classifying commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.
- e. **Customer** – An ordering entity, including State agencies and eligible users.
- f. **Employment Centers** – Workshops for the blind or other severely handicapped, as provided in Chapter 413, F.S., that are geographically located in the State.
- g. **Procurement List** – A list of products and services published by the Department of Management Services and offered through the CNA.
- h. **State** – The State of Florida.

3. CNA's Duties

The CNA is responsible for complying with Rules 60E-1.003 and 60E-1.004, F.A.C., and is also responsible for the following:

3.1 Employment Activities

The CNA will initiate, and continue to increase, the availability of competitive employment opportunities and earnings for the blind or other severely handicapped, encouraging maximum employment and wages consistent with the individual's choices, desires, and capabilities by:

- a. Increasing public sector awareness and support for employment of the blind or other severely handicapped;
- b. Continuously reviewing and leveraging federal- and state-funded programs to aid and provide employment opportunities of the blind or other severely handicapped;
- c. Recruiting Employment Centers willing to pursue job development and placement for individuals in micro-enterprises and home-based business opportunities; this includes targeting rural areas where no Employment Centers exist and financing startup micro-enterprises when possible for job developments;
- d. Pursuing highly skilled employment and high wage opportunities for the blind or other severely handicapped; and
- e. Creating focus groups and performing annual satisfaction surveys to gauge the satisfaction of the blind or other severely handicapped with current job training and job placements in order to adjust or create new training curricula and improved job placement methods.

3.2 Job Development, Employment Network, and New Recruitment of Employment Centers

The CNA shall create and expand employment opportunities, and geographic diversity of the job development and employment network, for the blind and other severely handicapped. To further this goal, the CNA will recruit new Employment Centers as needed to ensure statewide coverage or upon request from the Department.

3.3 Support and Represent Employment Centers

The CNA shall support and represent Employment Centers by performing the following requirements:

- a. Establish and maintain a website that offers, at a minimum: a mission statement of the CNA, a listing of Employment Centers, available commodities and services offered, and information about the State Use Program and its Employment Centers;
- b. Implement a MyFloridaMarketPlace (MFMP) punchout catalog to market commodities and services and increase purchases from Customers (reference the MFMP Punchout Catalog and Electronic Invoicing section of this SOW);
- c. Provide Employment Centers with sales reports on an annual basis or as requested by the Employment Centers;
- d. Generate newsletters monthly, highlighting the blind or other severely handicapped placements and employment;
- e. Maintain a mailing list of current governmental Customers;
- f. Market Employment Centers' commodities and services;
- g. Employ market strategies for use statewide, location and Employment Center specific;
- h. Host county and State functions for Customers to increase awareness of the CNA's mission;
- i. Monitor and leverage State and local procurement opportunities;
- j. Assist the Employment Centers with communicating to governmental entities the value and benefits of purchasing from the CNA;
- k. Provide the Employment Centers with data, white papers, and other informational opportunities to assist at the State and local level in marketing;

- l. Provide the Employment Centers with training and media tools, including but not limited to marketing, Excel, Power Point, etc.;
- m. Provide the Employment Centers with satisfactory customer service for all aspects of customer service, including processing of Customer orders by phone, online, via email, etc.;
- n. Coordinate with the Employment Centers for the delivery of commodities;
- o. Assist the Employment Centers in resolving Customer inquiries and concerns; and
- p. Administer a twice-yearly Customer Satisfaction Survey and develop improvements derived from the survey.

3.4 Qualification of Employment Centers

The CNA shall develop policies and procedures which include the requirements for the qualification of Employment Centers as qualified nonprofit agencies, in accordance with section 413.033, F.S., and Rule 60E-1.004, F.A.C. The CNA will submit these policies and procedures to the Department for approval within forty-five (45) days of Contract execution. The Department reserves the right to review the policies and procedures and to require edits as necessary prior to approval.

Prior to providing documentation to the Department and recommending an Employment Center for approval as a qualified nonprofit agency, the CNA, through onsite visits and records checks, will review the criteria below to ensure that the Employment Center is capable of producing commodities and services in accordance with the policies and procedures and in accordance with Florida law. The CNA shall review the Employment Center's:

- a. Management expertise and experience;
- b. Experience in producing commodities and providing services;
- c. Financial stability;
- d. Available equipment and resources;
- e. Viability of partners for manufacturing processes;
- f. Marketability and quality of the proposed commodities and services;
- g. Availability of warehouse space (when needed);
- h. Experience and number of employees; and
- i. Location.

3.5 CNA Supervision

In accordance with Rule Chapter 60E-1, F.A.C., the CNA shall ensure Employment Centers comply with all governing laws and rules regarding commodities or contractual services offered pursuant to Chapter 413, F.S. The CNA will perform compliance and quality assurance checks of the Employment Centers both randomly and in response to input from Customers. On-site visits and compliance reviews may be scheduled in advance or may occur without advance notice. Findings of non-compliance will result in an audit. Additional triggers for audits may include, but are not limited to:

- a. Employment Centers whose employment ratios are less than 75% (reference section 413.033, F.S.);
- b. Frequent or non-justified price adjustments;
- c. Billing discrepancies;

- d. Occupational health and safety standards not in accordance with subsections 413.033(3) and (4), F.S.;
- e. Customer complaints;
- f. Delays in invoicing or deliveries; or
- g. Quality issues.

Employment Center audits may be conducted by the CNA or by a third party experienced in rehabilitative or disability services to ensure the Employment Centers are compliant with the CNA policies, procedures, and Florida law, including Chapter 413, F.S., and Rule Chapter 60E-1, F.A.C. The CNA will ensure the Employment Centers maintain files which contain records prepared by a licensed health care provider, psychiatrist, psychologist, and/or entity verifying an individual's eligibility for employment.

If the CNA determines that the Employment Center audit is unacceptable, it will provide the Employment Center with technical assistance and will closely supervise the Employment Center until it has achieved satisfactory improvement. If the Employment Center fails to meet the qualifications set forth in Rule 60E-1.004, F.A.C., the Employment Center may temporarily lose its qualified status until it is determined to be sufficiently qualified. Lack of improvement can also result in reduction in Customer orders. All information regarding audits and compliance issues will be maintained by the CNA and made available to the Department upon request. The CNA is responsible for all aspects of compliance and quality assurance for the State Use Program and its Employment Centers.

3.6 CNA Accountability Measures

The CNA is encouraged, but not required, to implement boards or oversight committees as accountability measures. Regardless of the use of such boards or oversight committees, the CNA will be fully responsible for the satisfactory completion of all work under this Contract. The CNA may select and implement the following:

- a. A board or oversight committee to provide guidance in the management, operations, and conduct of its activities and administration of the Contract as well as guidance in creating job opportunities. If the CNA implements the board or oversight committee, it should include representatives of qualified Employment Centers.
- b. An additional board or oversight committee consisting of multiple, qualified Employment Centers' operations management staff to discuss commodity and service-related opportunities, issues, and concerns, as well as other State Use Program-related matters.

3.7 Commodity and Service Developments

The CNA shall perform the following for commodity and service assignments and developments, which are subject to the Department's review and approval:

- a. Recommend to the Department those commodities and services that are eligible to be added to the Procurement List.
- b. The CNA will conduct twice-yearly Customer Satisfaction Surveys to assess the needs of the State. The CNA will assess the needs of the Customer base and the market viability of new commodities and services as well as the

discontinuation of existing commodities and services. The CNA will provide a viability report to the Department within thirty (30) days of completion that will include survey responses and additional reportable data. Using these results, the CNA will assess needs and distribute new commodity and service assignments to Employment Centers.

- c. When the CNA receives written requests from Employment Centers for commodity or service assignments, the CNA will submit these to the Department. The CNA will maintain, monitor, and update as needed, commodity and service assignments. When the commodity or service is ready for marketing, the CNA will review the Employment Center's cost analysis forms, quality assurance procedures, and value-added justifications in order to make final Procurement List recommendations to the Department.
- d. The CNA shall recommend prices, and price changes based on the market, to the Department. The CNA shall not authorize any prices to Customers for new commodity or service developments prior to obtaining Department approval. Price increases for existing commodity or service developments require prior approval from the Department. Price decreases for existing commodity or service developments do not require approval from the Department.
- e. When an Employment Center proposes a commodity to provide, it submits an itemized cost breakdown to the CNA. The CNA will submit a fair market pricing comparison, a pricing recommendation, and, upon request, a sample of the commodity to the Department. The CNA will also make recommendations to the Department about the marketability of the proposed commodity. The CNA will provide the Department the applicable documentation for value-added justification, upon request. This may include details regarding the commodity, the assembly, and packaging steps; the number of blind or other severely handicapped who would be employed; and the number of hours required to produce the commodity.
- f. When an Employment Center proposes a service development contract, it will submit the recommendation to the CNA, who will compare the proposal with the current market rate. In accordance with Rule 60E-1.003, F.A.C., if the CNA recommends the service development for inclusion on the Procurement List, the request will be sent to the Department for review and approval. For service assignments, the CNA will approve or deny the Employment Center cost based on the requirements of the scope of services and the square footage or acreage, if applicable, of the project using industry standards and fair market prices as guidelines. Once the cost is determined, the CNA will negotiate an equal or lower price with the requesting Customer. Modifications in scope by the requesting Customer may lead to adjustments in pricing.
- g. The CNA will research and present to the Department an analysis of the potential impact of the Employment Center's provision of the proposed commodity or service, which may include, but is not limited to:
 - o Financial and employment information provided by the Employment Center regarding the impact on sales for the specific commodity or service the Employment Center is proposing to offer; and
 - o Whether the Employment Center has been a consistent supplier of the commodity or service and, therefore, is more dependent on such sales.

3.8 Procurement List

All new commodity and service requests and updates to existing commodities and services offered require the Department's review and approval prior to adding to the Procurement List, on the Department's website. The Department will provide a thorough and timely response to the CNA upon receipt of all requests. The CNA will compile, input, publish, and distribute the Procurement List as approved by the Department. All pricing updates shall be published on the Procurement List and in the MFMP Punchout Catalog.

If the pricing is approved, the CNA will submit an update of the MFMP Punchout Catalog price file to the Department's Contract Manager. Once approved, the pricing will be loaded into the MFMP Punchout Catalog within two (2) business weeks.

3.9 Order Allocation, Fulfillment, and Billing

Orders will be allocated in accordance with Rule 60E-1.003(5), F.A.C., and records will be maintained by the CNA to document equitable order allocation between the qualified Employment Centers when there are multiple Employment Centers producing the same commodity or service. The CNA may also consider Employment Center allocations based on the nature of the commodity or service, the proximity of the Employment Center to the Customer, and the Employment Center's history of providing the commodities or services. The CNA will establish procedures for the primary and back up Employment Center for commodity and service fulfillment.

The CNA will follow the billing process listed below:

- a. Orders from Customers will be received via the MFMP punchout catalog, email, or phone and sent to the Employment Center by the CNA.
- b. The Employment Center will forward the CNA an invoice for the delivered commodities or services.
- c. The CNA will forward the invoice to its accounting department.
- d. The accounting department will generate an invoice to the Customer.
- e. The CNA will process all open invoices until paid, sending reminders as needed to Customers for late payment(s).
- f. Electronic copies of invoices will be saved by the CNA in accordance with the Department of State General Records Schedule GS1-SL for State and Local Government Agencies.

3.10 Reporting and Audit Requirements

The CNA will provide an annual report to the Department by January 31st of each year to include information related to accomplishments and developments over the year. The report will be available in written and electronic format and in a manner that will allow comprehension by visually impaired individuals.

The CNA will be required to perform the following audits and reports, and provide the Department access to these, upon request:

- a. Externally required audits and reports:
 - o Annual audits of Financial Statements will be conducted by an independent accounting firm in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained

- in Government Auditing Standards, issued by the Comptroller General of the United States. The CNA will comply with State auditing standards.
 - o Annual audits of the Workers' Compensation policy.
 - o Annual filing of IRS form 990 – Return of Organization Exempt from Income Tax.
 - o Quarterly filing of State Unemployment Tax Return – Form UCT-6 (Florida) and Federal.
- b. Payroll Tax Return – Form 941. Internally required audits and reports:
 - o Monthly and Quarterly Sales reports for the CNA by commodity/service, by Customer and by the Employment Center.
 - o Monthly Financial Statements which include, at a minimum, cumulative actual and pro-forma, comparatives, and projections.
 - o Monthly and Quarterly Aged Receivable Reports.
 - o Monthly and Quarterly Aged Payable Reports.
 - o Annual Assessment of Sales report to review CNA fee based on volume of sales.
- c. The CNA shall report annual performance activity on the following measures:
 - o Achieve an average rating of 90% on Annual Employee satisfaction surveys.
 - o Provide annual training for all Employment Centers on health and safety issues.
 - o Ensure that 75% of CNA staff attend MFMP university courses annually.
 - o Increase the average hourly wage of individuals served to meet or exceed Florida's minimum wage.
 - o Increase the number of Direct Labor hours performed annually by 3%.

In addition to the reporting and audit requirements, above, the CNA must maintain records of all CNA employees. These records must be made available to the Department, upon request.

3.11 Trainings and Surveys

The CNA will provide a minimum of one health and safety training annually to each Employment Center. The CNA will complete surveys each year, a twice-yearly Customer Satisfaction Survey, an annual Employment Center Satisfaction Survey, and an annual Employee Survey:

- a. The Customer Satisfaction Survey shall obtain Customers' feedback on the following, at a minimum: the quality of commodities and services offered, timeliness of delivery, comparable pricing, and customer service.
- b. The Employment Center Satisfaction Survey shall obtain Employment Centers' feedback on the following, at a minimum: employment opportunities for the blind or other severely handicapped, marketing commodities and services offered by Employment Centers, opportunities to participate in new commodity and service developments, and training and customer service from the CNA.
- c. The Employee Survey shall obtain Employment Centers' employees' feedback on the following, at a minimum: job satisfaction, the fairness of wages and benefits, whether the employees receive the needed training and assistance.

4. Routine Communications

All routine communications and reports related to the Contract shall be sent to the Department's Contract Manager. If any of the CNA's contact information changes during the life of the Contract, then the CNA shall notify the Department's Contract Manager within three (3) business days. Communications relating to a specific order should be addressed to the contact person identified on the order. Routine communications may be by email, postal mail, or telephone.

5. Improvements to Real Property

In accordance with section 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the CNA or political subdivision granting to the State a security interest in the property at least to the amount of State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

6. E-Verify

The Vendor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the CNA certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The CNA must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Vendor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) days of Contract execution.

This section serves as notice to the CNA regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the CNA has knowingly violated section 448.09(1), F.S. If terminated for such reason, the CNA will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department reserves the right to order the immediate termination of any contract between the CNA and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

7. Purchasing Card

The State has implemented a purchasing card (P-Card) program. The CNA may receive payments via the State's P-Card. P-Card acceptance for purchases is a mandatory requirement for the Contract but is not the exclusive method of payment. If the State changes its P-Card platform during the term of Contract, the CNA shall make all necessary changes to accept payment via the State's new P-Card platform within thirty (30) days of notification of such change.

8. MFMP Punchout Catalog and Electronic Invoicing

The CNA is required to provide an MFMP punchout catalog. The punchout catalog provides an alternative mechanism for the CNA or suppliers to offer the State access to commodities and services awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time commodity inventory and availability information.

Through utilization of the punchout catalog model, a Customer will “punch out” to a supplier’s website. Using the search tools on the supplier’s Florida punchout catalog site, the user selects the desired commodities and services. When complete, the user exits the supplier’s punchout catalog site and the shopping cart (full of commodities and services) is “brought back” to MFMP. No orders are sent to a supplier when the user exits the supplier’s punchout catalog site. Instead, the chosen commodities and services are “brought back” to MFMP as Contract line items. The user can then proceed through the normal workflow steps, which may include adding and editing the commodities or services to a requisition or a purchase order. An order is not submitted to a supplier until the buyer adds the line items to a requisition and the purchase order is approved and sent to the supplier.

The CNA may be required to invoice electronically pursuant to guidelines of the Department. Electronic invoices may be submitted to the Department through the Ariba Network (AN) in one (1) of three (3) mechanisms, as listed below. The CNA may select the method that best meets its capabilities from the following list:

- a. **cXML (commerce eXtensible Markup Language)**
This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the AN for catalog and non-catalog commodities and services. The cXML format is the Ariba preferred method for eInvoicing.
- b. **EDI (Electronic Data Interchange)**
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog commodities and services.
- c. **PO Flip via ASN**
The online process allows suppliers to submit invoices via the AN for catalog and non-catalog commodities and services. Suppliers have the ability to create an invoice directly from their Inbox in their AN account by simply “flipping” the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the CNA warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State Contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the CNA warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within the system the Contractor’s trademarks, system marks, logos, trade dress, or other branding designation that identifies the commodities and services made available by the CNA under the Contract.

The CNA will work with the MFMP third-party provider to obtain specific requirements for the punchout catalog and electronic invoicing.

9. CNA Website

The CNA shall develop and maintain a CNA website for Customers that is operational and available for use within thirty (30) calendar days of the Contract start date. The CNA website must include the following information and provide the following functionality:

- a. Current Contract pricing;
- b. Detailed item descriptions and pictures when available;
- c. Robust search engine capabilities; and
- d. "Shopping-cart" ordering capability.

10. Contract Reporting

The CNA shall report information on orders received from Customers associated with this Contract in accordance with the following schedule:

Report	Period Covered	Due Dates
Quarterly Sales Report	State Fiscal Quarter	30 calendar days after close of the period
Diversity Report (if requested by the Customer and submitted directly to the Customer)	State Fiscal Year	30 Business Days after close of the period

Price adjustments and renewals may not be considered for any Contractor who has outstanding Quarterly Sales Reports or owes MFMP transaction fees.

11. Quarterly Sales Reports

The CNA is required to submit Quarterly Sales Reports to the Department's Contract Manager within thirty calendar days after the close of each State fiscal quarter. Quarterly reporting timeframes coincide with the State fiscal year as follows:

Quarter 1 - (July-September) – due 30 calendar days after close of the period

Quarter 2 - (October-December) – due 30 calendar days after close of the period

Quarter 3 - (January-March) – due 30 calendar days after close of the period

Quarter 4 - (April-June) – due 30 calendar days after close of the period

Quarterly reporting periods will coincide with the Contract term and begin the quarter following Contract execution. Reports must be submitted in MS Excel format and can be retrieved by accessing the following link at https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format. The report will include all sales (orders associated with this Contract) from Customers received during the period. Initiation and submission of the Quarterly Report is the responsibility of the CNA without prompting or notification from the Department's Contract Manager. If no orders are received during the period, the CNA must submit a report stating that there was no activity. If the CNA fails to submit two (2) consecutive quarterly sales reports, this Contract may be terminated for convenience or the Department may choose to not renew the Contract.

12. Diversity Reports

Upon request by the Customer, the CNA shall report Customer specific spend with certified and other minority business enterprises. These reports shall include the period covered; the

name, minority code, and FEIN of each minority business utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

13. Ad-hoc Reports

The Department reserves the right to require additional reports or information pertaining to this Contract and any resulting purchase orders or contracts with Customers. The CNA must submit a report or information within five (5) Business Days after receipt of a Department request, unless a longer timeframe is approved in writing by the Department.

14. Business Review Meetings

The Department reserves the right to schedule business review meetings with the CNA as frequently as necessary. Prior to the meeting, the CNA shall submit a completed agenda to the Department for review and acceptance in the format provided by the Department. The CNA shall address the agenda items and any of the Department's additional concerns at the meeting. At a minimum, the parties shall meet to discuss:

- a. Program compliance;
- b. Program trending review;
- c. Savings report: Hard dollar and soft dollar;
- d. Spend report;
- e. Subcontractor and contingent staff performance; and
- f. Recommendations for improved compliance and performance.

15. Financial Consequences

The following financial consequences will apply for nonperformance of the Contract by the CNA. The State reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the CNA has failed to comply with provisions of the Contract. These consequences for non-performance are not to be considered penalties.

The financial consequences will be paid via check or money order and made out to the Department in US Dollars within thirty (30) calendar days after the deliverable due date. These consequences are individually assessed for failures of each performance measure.

Deliverable	Performance Measure	Frequency	Financial Consequence for Non-Performance
Complete and timely Quarterly Sales Reports	Submitted on or before the 30 th calendar day after the close of each quarter	Quarterly	\$250 per day late
Completed training to all Employment Centers	Provide evidence of completed health and safety training for Employment Centers by January 31 st of each year	Annually	\$250 per day late

Customer satisfaction survey	Viability report within thirty (30) days of completion of the Customer Satisfaction Survey and demonstrate an average rating of 90% or higher from all Customer satisfaction survey responses	Twice-yearly	<p>\$250 per occurrence will be imposed if the CNA does not provide evidence of a completed survey.</p> <p>\$500 per occurrence if the CNA fails to achieve an average of 90% or higher on the survey.</p>
Employment Center satisfaction survey	Evidence of a completed Employment Center satisfaction survey by January 31 st of each year and demonstrate an average rating of 90% or higher from all Employment Center satisfaction survey responses	Annually	<p>\$250 per occurrence will be imposed if the CNA does not provide evidence of a completed survey.</p> <p>\$500 per occurrence if fails to achieve an average of 90% or higher on the survey.</p>

16. Contract Transition

Upon Contract expiration or termination, the CNA shall ensure a seamless transfer of records, data, and information to the newly awarded Contractor. The CNA shall develop a detailed written transition plan and coordinate with any subsequent Contractor a schedule for a transition. The transition plan must be prior approved by the Department. The CNA and subsequent Contractor(s) assume all expenses that may arise from transition.

Attachment B

SPECIAL CONTRACT CONDITIONS JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, 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, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

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 RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, 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 SECTION 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.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or 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, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the 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.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the 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 the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency 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 are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's 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 anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department 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 created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the 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. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department 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 the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual 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.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The 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 the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

Attachment C - Price Sheet



**Florida Association of Rehabilitation Facilities, Inc.
dba RESPECT of Florida**

Cost Proposal for The State of Florida

Department of Management Services

Request for Proposals (RFP)

**Central Non-Profit Agency for the Blind or
Other Severely Handicapped**

RFP No: 20-80171908-RFP

**Attachment E: Cost Proposal
Request For Proposals (RFP) No. 20-80171908-RFP
Central Non-Profit Agency for the Blind or Other Severely Handicapped**

Respondent Name	Florida Association of Rehabilitation Facilities, Inc., dba RESPECT of Florida
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INSTRUCTIONS		
The Respondent is required to submit a proposed Central Non-Profit Agency Fee for both the Initial Term and Renewal Term (i.e. both yellow highlighted cells).		
The Department will not consider or evaluate a proposal that fails to provide a Central Non-Profit Agency Fee for both the Initial Term and Renewal Term.		
The Central Non-Profit Agency Fee must be expressed as a percentage in whole numbers (e.g. 5%), with no fractions or decimal points (e.g. 0.5%), and ranges will not be accepted.		
The Central Non-Profit Agency Fee shall be based on meeting or exceeding requirements listed in the Scope of Work.		
COST PROPOSAL		
	INITIAL TERM FEE	RENEWAL TERM FEE
Central Non-Profit Agency Fee	6%	5%