



**State Term Contract  
No. 82101800-24-STC  
For  
Public Relations, Advertising, Marketing, and Multimedia Services**

This State Term Contract No. 82101800-24-STC (“Term Contract”) is between the **Department of Management Services** (“Department”), an agency of the State of Florida, located at 4050 Esplanade Way, Tallahassee, Florida 32399; and **The Taproot Agency, LLC** (“Contractor”) with its principal place of business located at 913 Railroad Ave., Tallahassee, FL 32310; collectively referred to herein as the “Parties.”

**WHEREAS**, the Department issued a competitive solicitation for Public Relations, Advertising, Marketing, and Multimedia Services; and

**WHEREAS**, the Contractor was awarded as a result of such competitive solicitation.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Term and Effective Date.**

The initial term of the Term Contract shall be for three years. The Term Contract will become effective on December 16, 2024 or on the date signed by all Parties, whichever is later. The Term Contract shall expire on December 15, 2027 unless terminated earlier or renewed in accordance with Exhibit B, Enterprise Standard Terms and Conditions.

**2. Order of Precedence.**

This contract document and the attached exhibits constitute the Term Contract and the entire understanding of the Parties. All Exhibits listed below are incorporated into this Term Contract by reference herein. In the event of a conflict, the Term Contract document and Exhibits shall have priority in the following order:

- a) This contract document
- b) Exhibit A, Scope of Work
- c) Exhibit B, Enterprise Standard Terms and Conditions
- d) Exhibit C, PUR 7801 Vendor Certification Form
- e) Exhibit D, Price Sheet
- f) Exhibit E, PUR 1355 Foreign Country of Concern Attestation

State Term Contract No. 82101800-24-STC  
For  
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**3. Purchases off this Term Contract.**

Upon execution of this Term Contract, Customers, as defined in Exhibit B, Enterprise Standard Terms and Conditions, may purchase products and services under this Term Contract. Any entity making a purchase off of this Term Contract acknowledges and agrees to be bound by the terms and conditions of this Term Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Term Contract.

**4. Primary Contacts.**

**Department's Contract Manager:**

Joseph Thomas  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 360  
Tallahassee, Florida 32399  
Telephone: (850) 488-8367  
Email: [Joseph.Thomas@dms.fl.gov](mailto:Joseph.Thomas@dms.fl.gov)

**Contractor's Contract Manager:**

Sean Doughtie  
The Taproot Agency, LLC  
913 Railroad Ave.  
Tallahassee, FL 32310  
Telephone: (850) 309-1900  
Email: [Sean@taproot.agency](mailto:Sean@taproot.agency)

Either party may notify the other by email of a change to a designated Contract Manager providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

**IN WITNESS THEREOF**, the Parties hereto have caused this Term Contract to be executed by the undersigned duly authorized officials.

**State of Florida:**  
**Department of Management Services**

DocuSigned by:  
*Pedro Allende*  
By: \_\_\_\_\_  
C94713929499485...

**Name:** Pedro Allende  
**Title:** Secretary  
**Date:** 12/10/2024 | 8:46 PM EST

**Contractor:**  
**The Taproot Agency, LLC**

DocuSigned by:  
*Sean Doughtie*  
By: \_\_\_\_\_  
E99AE851C2FA408...

**Name:** Sean Doughtie  
**Title:** CEO  
**Date:** 12/10/2024 | 12:10 PM EST

## **Exhibit A**

### **Scope of Work**

#### **1. Purpose**

To provide Customers with Public Relations, Advertising, Marketing, and Multimedia Services on a statewide basis, pursuant to the terms set forth in this Scope of Work.

#### **2. Definitions**

Definitions contained in section 287.012, Florida Statutes (F.S.); Rule 60A-1.001, Florida Administrative Code (F.A.C.); and Exhibit B, Enterprise Standard Terms and Conditions; are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions for the purposes of this Scope of Work. All definitions apply in both their singular and plural sense.

**Advertising Services** – Services to promote the Customer and its products or services through various paid channels.

**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. at the Customer's location.

**Commodity Code** – The State's 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.

**Confidential Information** – Information that is trade secret or otherwise confidential or exempt from disclosure under Florida or federal law.

**Contract Manager** – The representative designated by the Department who will oversee all aspects of the Contract, monitor performance expectations, and serve as the primary point of contact for the Contractor.

**Contractor** – A Vendor that enters into a Contract with the Department.

**Customer** – A State agency or Eligible User.

**Customer-specific Scope of Work (Customer SOW)** – Tasks, deliverables, term, budget, specific positions, preferences, and terms and conditions for the requested Public Relations, Advertising, Marketing, or Multimedia Services established by the Customer.

**Department** – The Department of Management Services (DMS), a State Agency.

**Eligible User** – As defined in Rule 60A-1.001, F.A.C.

**Marketing Services** – Services that encompass a broad range of activities and strategies that create action, instructions, and processes for creating communication, delivering, and exchanging offerings aimed at promoting products, services, or brands to target audiences or

target markets with the goal of generating interest and building long-term customer relationships that have value for customers, clients, and partners, and society at large.

**Media Buy** – Strategic process of selecting placement and purchasing advertising space or airtime in various media channels such as television, magazine, radio, print, online, or social media platforms to reach the target audience or target market.

**Multimedia Services** – Services that encompass a wide range of applications, including streaming, interactive presentations, and communication tools that integrate different media types such as text, image, audio, animation, and video, for a richer user experience aimed at interacting with the target audience or target market.

**Order** – Written agreement between the Customer and Contractor which establishes the services agreed upon by the Customer and Contractor and may be used interchangeably with purchase order.

**Public Relations Services** – Communication management services that make use of publicity and other forms of promotion to educate and influence the feelings, opinions, and beliefs about the Customer, its products or services, or about the value of the product or service or the activities of the Customer to buyers, prospects, or other stakeholders.

**Service Categories** – The four categories of services contemplated within this Contract: Public Relations Services, Advertising Services, Marketing Services, and Multimedia Services.

**State** – The State of Florida.

**Term Contract** - The legally enforceable State Term Contract, as defined in section 287.012, F.S., between the Department and the Contractor.

### **3. Scope of Work**

#### **3.1 Purpose and Service Categories**

The Contractor will provide Public Relations, Advertising, Marketing, or Multimedia Services pursuant to the terms of this Term Contract. Services will be provided on an as-needed basis with no guaranteed or minimum spend under a new Term Contract. The Customer-specific Scope of Work (CSOW or Customer SOW) will be determined and agreed upon by the Customer and the selected Contractor as set forth in the Customer Contract or order. Services are provided on an as-needed basis, with no guaranteed or minimum spend.

#### **3.2 Service Categories**

A Contractor may offer services in an awarded Service Category as set forth below.

- 3.2.1 Service Category 1: Public Relations Services – Communication management services that use publicity and other forms of promotion to educate and influence the feelings, opinions, and beliefs about the Customer, its products or services, or about the value of the product or service or the activities of the Customer to buyers, prospects, or other stakeholders.

Awarded Contractor(s) may provide services related but not limited to strategic development and execution of public relations campaigns, media relations, and

community relations and outreach; maintain contact databases; create public meeting awareness; event planning; manage communications with media, stakeholders, and the public; create content for branding, media advisories, speeches, press releases, press kits, articles, briefings, scripts, and Public Service Announcements (PSAs); and other related Public Relations Services to reach a defined target audience or target market.

Public Relations Services Tasks:

Tasks that are permissible under this Term Contract include, but are not limited to:

- Plan, create, and implement public relations strategies and campaigns to reach a target audience or target market
- Develop educational outreach campaigns for diverse community groups, business interests, elected officials, other interested stakeholders, and the public
- Write speeches, press releases, articles, PSAs, blog posts, newsletters, scripts, agendas, and related materials for presentations and events
- Arrange interviews and press conferences
- Establish partnerships with governmental entities or communities for Public Relations purposes
- Generate local, state, and national public interest
- Monitor media coverage, respond to inquiries, or address community concerns
- Monitor and engage with online communities
- Plan and execute email campaigns and analyze performance
- Respond and filter interactive conversational engagement
- Plan, create, implement, and monitor social media campaigns
- Monitor social media ad performance and adjust campaigns as needed
- Manage digital platforms and analyze campaign performance metrics
- Develop crisis management communication plans or teams
- Provide consistent messaging in alignment with organizational strategies and branding
- Develop reports at set intervals before, during, and after projects

Public Relations Services Deliverables:

Deliverables that are permissible under this Term Contract include, but are not limited to:

- Press releases, media advisories, speeches, public addresses, briefings, scripts, PSAs, or ad copy
- Agendas or presentations
- Letters of notification, plans, or reports
- Targeted contact databases
- Media coverage
- Key Performance Indicators (KPIs), digital marketing metrics, return on investment (ROI), analytics, etc.
- Strategic branding plans
- All raw materials, such as photographs, recorded media, video, templates, software design templates, Adobe files, etc.

- Social media mentions, reach and impressions, website traffic and engagement, conversation metrics, etc.
- Periodic reports or meetings
- Project reports, including post-project reports
- Crisis communication plans, messaging, media monitoring, daily reporting
- Copies, prints, or recordings of public relations content
- Meeting room event space, venue, equipment sourcing, speakers, set-up and take-down

3.2.2 Service Category 2: Advertising Services – Promotion of the Customer and its products or services through various paid media channels.

Awarded Contractor(s) may provide services related but not limited to creative design, production, and development of copyrighted materials, media, recruiting advertisements, educational materials, brochures, flyers, and content; advertising campaigns; indoor and outdoor advertisements; billboards and transit signage; broadcast media such as television, radio, newspapers, and magazines; and other related Advertising Services to reach a defined target audience or target market.

Advertising Services Tasks:

Tasks that are permissible under this Term Contract include, but are not limited to:

- Plan, create, and implement advertising strategies and campaigns to reach a target audience or target market
- Provide advertisement and media relations planning and advisory services
- Build relationships with media representatives and journalists
- Create branding materials including logo, name, slogan, or colors and oversee creative direction of the Customer's vision and identity
- Develop and produce advertising content such as ad copy, radio spots, television commercials, creative storylines, print and broadcast notices, digital, indoor and outdoor advertisements, billboards, transit signage, and additional content to communicate and promote the Customer's message
- Manage brand design, copy, art, and digital technologies
- Oversee visual aspects of media content including campaigns, magazines, online publications, videos, and print
- Provide artistic direction to designers, photographers, and other content developers
- Establish partnerships with governmental entities or communities for Advertising Services purposes
- Plan, execute, and manage, promotional events and activities
- Plan, create, implement, and monitor social media campaigns
- Provide consistent messaging in alignment with the Customer's strategies
- Media mix planning
- Develop reports at set intervals before, during, and after projects

Advertising Services Deliverables:

Deliverables that are permissible under this Term Contract include, but are not limited to:

- Strategic advertising campaign performance reports

- Advertisement content, such as ad copy, radio spots, print and broadcast notices, video, audio, displays, photographs, etc.
- Unaided and aided brand awareness metrics
- Media and production plan or schedule
- Special event metrics, such as event feed posts, registrations, polls, actual attendance, surveys, or speaker engagement
- Branding materials, such as copy, art, and digital
- All raw materials, such as photographs, recorded media, video, templates, software design templates, and Adobe files, etc.
- Social media mentions, reach and impressions, website traffic and engagement, conversion metrics, etc.
- KPIs, digital marketing metrics, ROI, analytics, etc.
- Media coverage reports
- Project reports, including post-project reports

3.2.3 Service Category 3: Marketing Services – Encompasses a broad range of activities and strategies that create action, instructions, and processes for creating communication, delivering and exchanging offerings aimed at promoting products, services, or brands to target audiences or target markets with the goal of generating interest and building long-term customer relationships that create value for Customers, partners, and society at large.

Awarded Contractor(s) may provide services related but not limited to marketing advisory, market research and analysis, identifying target audiences or markets, focus groups, online research, surveys, and polling; cost analysis and effectiveness; creating plans, project objectives, and campaigns; developing and executing strategic marketing plans for special events; increase brand awareness; community awareness and outreach campaigns; public communication logistics and programs, including social media, internet, multimedia and other related Marketing Services to reach a defined target audience or target market.

Marketing Services Tasks:

Tasks that are permissible under this Term Contract include, but are not limited to:

- Plan, create, and implement marketing strategies and campaigns to reach target audience or target market
- Provide marketing advisory services, situational analysis, or performance monitoring
- Establish partnerships with governmental entities or communities for Marketing Services purposes
- Implement and oversee advertising, multimedia, digital, communications, and other components of marketing to reach target audience or target market
- Understand customer objectives and communicate them to stakeholders
- Execute focus groups, market research, interviews, or surveys
- Analyze brand tracking, market trends, and consumer needs
- Develop media mix messaging in alignment with Customer strategies
- Optimize content for Search Engine Optimization (SEO) and other digital strategies

- Promote, coordinate, and execute event planning strategies and activities and assist with event coordination
- Plan, create, implement, and monitor social media campaigns
- Oversee visual aspects of media content, including campaigns, magazines, online publications, videos, and print
- Develop reports at set intervals before, during, and after projects

Marketing Services Deliverables:

Deliverables that are permissible under this Term Contract include, but are not limited to:

- Strategic marketing campaign performance reports
- Special event metrics, such as event feed posts, registrations, polls, actual attendance, surveys, or speaker engagement
- Media mix messaging in alignment with Customer strategies
- KPIs, digital marketing metrics, ROI, analytics, etc.
- Social media mentions, reach and impressions, website traffic and engagement, conversation metrics, etc.
- Media coverage reports
- All raw materials, such as photographs, recorded media, video, templates, software design templates, Adobe files, etc.
- Periodic reports or meetings
- Project reports, including post-project reports
- Meeting room event space, venue, equipment sourcing, speakers, set-up and take-down

- 3.2.4 Service Category 4: Multimedia Services – Encompasses a wide range of applications, including streaming, interactive presentations, and communication tools that integrate different media types such as text, image, audio, animation, and video, for a richer user experience aimed at interacting with the target audience or target market.

Awarded Contractor(s) may provide services related but not limited to video and motion picture production; photography; specialty motion or video capture recording; audio development recordings and production; sound and music production; graphic design production; multimedia editing and post-production services; digital media production; audio-video animation production; social media content design and production; media translation; and mobile software application and digital services.

Multimedia Services Tasks:

Tasks that are permissible under this Term Contract include, but are not limited to:

- Provide multimedia advisory, distribution, and promotion services
- Oversee visual aspects of media content, including magazines, online publications, videos, and print
- Develop, produce, and optimize creative content and digital media
- Video and motion picture production, photography, motion, or video capture recording
- Determine media mix messaging in alignment with Customer strategies



- Optimize content for Search Engine Optimization (SEO) and other digital strategies
- Establish partnerships with governmental entities or communities for Multimedia Services purposes
- Develop reports at set intervals before, during, and after projects

Multimedia Services Deliverables:

Deliverables that are permissible under this Term Contract include, but are not limited to:

- Multimedia performance reports
- Creative or digital content
- Production plans and schedules
- Outlines and scripts
- Media conversion and desktop publishing services
- Responses to emails, texts, telephone calls or conversation messaging
- Screenshots of social media posts
- All raw materials, such as photographs, recorded media, video, templates, software design templates, Adobe files, etc.
- Project reports, including post-project reports

### **3.3 Customer-specific Scope of Work**

Customers shall develop a Customer SOW which establishes tasks, deliverables, specific positions, and preferences for the requested Public Relations, Advertising, Marketing, or Multimedia Services. The Customers shall include the Customer SOW in the Request for Quote issued to the Contractors, and the Customer SOW shall be incorporated into any order issued by the Customer. Customers are permitted to request terms and conditions which supplement those contained in this Term Contract. The Customer SOW may include, but is not limited to the following information:

- Customer-specific deliverables
- KPIs or Customer's criteria for completion related to tasks, project duties, and deliverables
- Customer's target audience(s) and target market(s)
- Preferred qualifications and experience of the individuals assigned to the Customer's project
- Monitoring requirements
- Customer-specific payment terms
- Customer-specific financial consequences for non-performance
- Customer-specific terms and conditions
- Statement of Purpose
- Anticipated timeline
- Contractor responsibilities
- Customer-specific financial consequences for non-performance
- Any Media Buys shall be contemplated in the Customer SOW. The method of payment and pricing structure of Media Buys is at the discretion of the Customer at the time of purchase.

- Any media raw files or copyrightable works shall be contemplated in the Customer SOW.

### **3.4 Customer and Account Management**

The Contractor shall provide updates to the Customer at regular intervals through project completion. The Contractor shall ensure the timelines and budgets are monitored and updates are communicated to the Customer. The Contractor shall communicate and oversee the services to the Customer to ensure:

- Challenges and issues are communicated proactively
- Status updates are delivered in a timely manner
- Ongoing monitoring and compliance to the Customer's timelines
- Management of costs, services, and materials are within the Customer's budget and order
- Coordination and completion of tasks and deliverables

### **3.5 Media Buy Requirements**

Media Buys may be applicable to all Service Categories.

- 3.5.1 When required by the Customer, the Contractor shall negotiate the price and execute all agreements with third parties for Media Buys on behalf of the Customer. The Customer must provide the Contractor with prior written approval for all negotiated media purchases and costs. The Customer reserves the right to make all determinations regarding Media Buys.
- 3.5.2 The Contractor shall purchase and place all Media Buys. The Contractor shall enter into all Customer-specific Media Buy agreements as an independent contractor and not as an agent of the State. Any Media Buys shall be identified in the Customer SOW. The method of payment and pricing structure of Media Buys is at the discretion of the Customer at the time of purchase. The Customer shall retain the right to audit the Contractor's records to verify that the Customer is receiving all net prices, discounts, and savings.
- 3.5.3 The Contractor shall perform target audience or target market research and studies and submit a media plan to the Customer. The media plan shall explain how the target audience or target market is reached through the proposed media. The Contractor shall evaluate all available media and offer details of the media mix, the specific media vehicles, and the media schedule. The plan shall also include the following:
- Identification of the target audience or target market
  - Specific media to be used
  - Timing, frequency, penetration, and length of placement
  - Allocation of placement dollars within the selected media
  - Justification for each element of the plan as part of an integrated campaign designed for maximum impact, cost effectiveness, and return on investment
  - Complete itemization of media costs
- 3.5.4 Media Buy costs are not inclusive of creative services and content creation. Any

requested creative services or content creation must be done under Public Relations, Advertising, Marketing, or Multimedia Services.

### **3.6 Customer Preferences**

The following are non-exhaustive examples of Customer preferences which may be required by the Contractor and its personnel. Any Customer preferences will be listed in the Customer SOW or Request for Quotes.

- Knowledge of government business practices, which is inclusive of Federal and State of Florida practices.
- Experience providing Public Relations, Advertising, Marketing, and Multimedia support, including campaigns, community relations, press releases, digital content, and printed content to Federal or State of Florida entities.
- Knowledge of Florida's resources, industry, economy, and sectors.
- Knowledge of Federal and state grant requirements, including laws, rules, and regulations.

### **3.7 Compliance and Compatibility**

It is the Contractor's responsibility to ensure that the Services supplied are compliant with the Term Contract requirements, specifications, terms, and conditions. Additionally, the Contractor shall ensure that all Services ordered by the Customer are fully compatible with each other and with any associated pre-existing Services possessed by the Customer and disclosed to the Contractor by the Customer. The Contractor's acceptance of the Customer's order shall indicate that the Contractor agrees to deliver a Service(s) that is fully compliant and compatible with the Customer's order requirements, specifications, terms, and conditions.

### **3.8 Request for Quote (RFQ) Requirements**

Customers shall use a Request for Quotes in accordance with sections 287.056(2) and 287.0591, F. S., and Rule 60A-1.043, F.A.C., when making purchases off this State Term Contract (Term Contract). For any purchases off the Term Contract, the Contractor recognizes its responsibility for all tasks and deliverables contained in the Term Contract and any Customer Request for Quote, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and deliverables, and agrees to be fully accountable for the performance thereof.

### **3.9 Pricing**

Exhibit D, Price Sheet shall include the Contractors maximum hourly rates for each Service Category. The Customer and Contractor may negotiate a lower hourly rate based on the Customer's SOW. The maximum hourly rate shall include all applicable costs for providing Public Relations, Advertising, Marketing or Multimedia Services. Hourly rates submitted by the Contractor shall be in compliance with all federal, state, and local labor laws.

The Contractor shall not begin work on any services that will exceed the Customer's specified budget or order without written approval from the Customer.

### **3.10 Price Adjustments**

The Contractor shall provide initial and renewal term hourly rate pricing as provided to the Department in Exhibit D, Price Sheet. The Department will not allow for price increases throughout the life of the Term Contract unless specified in the renewal pricing submitted by the Contractor. Price decreases are allowable.

### **3.11 Project Based Pricing**

Customers may request project-based pricing to accomplish tasks and deliverables that include more complex requirements. Customers shall use maximum hourly rates or project-based pricing, but not both. The project-based pricing is intended to provide predictability and a discount to Customers relative to the maximum hourly rates. Under no circumstances shall a project-based price be permitted to be greater than the hourly rates.

Customers who choose to use a project-based pricing model are not exempt from the requirements listed in the Request for Quote Requirement section, and must negotiate all pricing, fees and related expenses associated with the completion of each task and deliverable with the selected Contractor. Project-based pricing should be fully detailed in the Customer SOW.

### **3.12 Punchout Catalog and Electronic Invoicing**

The Contractor is encouraged to provide an MFMP punchout catalog.

The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Term 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 Product inventory/availability information.

The punchout catalog enables Florida buyers to "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) 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 Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding, deleting, and editing Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the Customer through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)

This standard establishes the data contents of the Invoice Transaction Set (EDI 810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Business Network (formerly known as Ariba Network) for catalog and non-catalog goods and services.

2) PO Flip via BN

This online process allows Contractors to submit invoices via the BN for catalog and non-catalog goods and services. Contractors are able to create an invoice directly from their inbox in their BN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor 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 MFMP. In addition, the Contractor 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 MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the Products made available by the Contractor under the Term Contract.

**3.13 Financial Consequences**

Failure to comply with the requirements of the Term Contract will result in the imposition of financial consequences. The following financial consequences will apply for the Contractor's failure to meet the performance metric standard and due date corresponding with the deliverables under the Term Contract. The Customer may impose additional Financial Consequences beyond those stated herein to apply to that Customer's purchase. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Term Contract termination, or nonrenewal, when the Contractor has failed to comply with the provisions of the Term Contract.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Term Contract performance and every month or quarter, respectively, thereafter.

**Financial Consequences Chart**

| <b>Deliverable</b>   | <b>Performance Metric</b>  | <b>Performance Due Date</b>   | <b>Financial Consequence for Non-Performance</b> |
|--|--|---|--|
| Contractor will timely submit complete Term Contract Quarterly Sales Reports | All Term Contract Quarterly Sales Reports will be submitted timely with the required information | Completed reports are due on or before the 30 <sup>th</sup> calendar day after the close of each State fiscal quarter | \$250 per day late                               |
| Contractor will timely submit complete MFMP Transaction Fee Reports          | All MFMP Transaction Fee Reports will be submitted timely with the required information          | Completed reports are due on or before the 15 <sup>th</sup> calendar day after the close of each month                | \$100 per day late                               |
| Untimely report(s) or deliverable(s)   | Submit report(s) or deliverable(s) to Customer   | Each report or deliverable  | \$1,500 per day late                             |

**No favorable action will be considered when Contractor has outstanding Term Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that are required under this Term Contract.**

## Exhibit B



# ENTERPRISE STANDARD TERMS AND CONDITIONS

**These Enterprise Standard Terms and Conditions set forth the terms and conditions regarding the administration of the Term Contract, including the provision of Products to Customers. Customer specific terms for purchases off this Term Contract shall be set forth in the Customer specific agreement.**

## SECTION 1. DEFINITIONS

Capitalized terms used herein are defined as follows:

**“Attachments”** means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

**“Business Days”** means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes (“F.S.”).

**“Contractor”** means the person or entity that is a party to the Term Contract and is offering Products for purchase.

**“Customer”** means the agency, as defined in section 287.012, F.S., or eligible user, as defined in Rule 60A-1.001, Florida Administrative Code (“F.A.C.”), that makes a purchase off the Term Contract. For the avoidance of doubt, this also includes the Department when it purchases off the Term Contract.

**“Department”** means the Department of Management Services, an agency as defined in section 287.012, F.S., responsible for the administration of this Term Contract.

**“Enterprise Alternate Contract Source”** means a contract authorized pursuant to section 287.042(16), F.S., or approved pursuant to section 287.057(3)(b), F.S., for statewide use.

**“Product”** means any deliverable under the Term Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. “Product” does not include, and no State funding under the Term Contract is being provided for, promoting, advocating for, or providing training or education on “Diversity, Equity, and Inclusion” (“DEI”). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual’s action is inherently, unconsciously, or implicitly biased on the basis of such classification.

**“State”** means the State of Florida

**“State Term Contract”** means a term contract that is competitively procured by the department pursuant to section 287.057, F.S. and that is used by agencies and eligible users pursuant to section 287.056, F.S.

**“Term Contract”** means the legally enforceable term contract, as defined in section 287.012, F.S., between the Department and Contractor to which these Enterprise Standard Terms and Conditions apply, including all Attachments thereto. The Term Contract is either a State Term Contract or an Enterprise Alternate Contract Source.

## SECTION 2. CONTRACT AMENDMENT

**2.1 Amendment.** The Term Contract contains all the terms and conditions agreed upon by the parties. Unless otherwise stated in Term Contract, the Term Contract may only be amended upon mutual written agreement signed by the parties. No oral agreements or representations will be valid or binding upon the Department or the Contractor. Unless explicitly agreed to by the Department in the Term Contract, no unilateral alteration or modification of the Term

Contract terms, including substitution of Product, will be valid or binding against the Customer.

The Department and Contractor may modify the Term Contract to alter, add to, or deduct from the Term Contract specifications, provided that such changes are within the general scope of the Term Contract. The parties may make an equitable adjustment in the Term Contract price or delivery date if the change affects the cost or time of performance.

### **SECTION 3. CONTRACT CONSTRUCTION AND ADMINISTRATION**

**3.1 Construction.** Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Term Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Term Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Unless the context requires otherwise, whenever the masculine is used in the Term Contract, the same will include the feminine and whenever the feminine is used herein, the same will include the masculine. Unless the context requires otherwise, whenever the singular is used in the Term Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "\$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Term Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Term Contract to the same extent as if they were set forth verbatim herein.

**3.2 Administration.** Execution in Counterparts. The Term Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

**3.2.1 Notices.** Where the term "written notice" is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) email (with confirmation of receipt) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iii) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, the Contractor shall deliver all notices to the Department's Contract Manager and the Department shall deliver all notices to the Contractor's Contract Manager.



3.2.2 **Severability.** If a court deems any non-material provision of the Term Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Term Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

3.2.3 **Waiver.** The delay or failure by the Department to exercise or enforce any of its rights under the Term Contract will not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

3.2.4 **Survivability.** The Term Contract and any and all promises, covenants, and representations made herein are binding upon the parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Term Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, reporting, and public records, will survive termination or expiration of the Term Contract.

3.2.5 **Third Party Beneficiaries.** The parties acknowledge and agree that the Term Contract is for the benefit of the parties hereto. The Term Contract is not intended to confer any legal rights or benefits on any other party, except such rights and benefits associated with a purchase made by a Customer off this Term Contract.

#### **SECTION 4. CONTRACT TERM, SUSPENSION, AND TERMINATION.**

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

Upon written agreement, the Department and the Contractor may renew the Term Contract in whole or in part only as set forth in the Term Contract documents, and in accordance with section 287.057(13), F.S. No costs may be charged for the renewals.

#### **4.2 Suspension of Work and Termination.**

4.2.1 **Suspension of Work.** The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department 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 Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

4.2.2 **Termination for Convenience.** The Term Contract may be terminated by the Department, by written notice to the Contractor thirty (30) calendar days in advance, in whole or in part at any time, when the Department determines in its sole discretion that it is in the Department's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete

the continued portion of the Term Contract, or a continued purchase off the Term Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits. If the Term 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 any Customer 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.

- 4.2.3 **Termination for Cause.** The Department may terminate the Term Contract if the Contractor fails to (i) on multiple occasions, timely deliver Products purchased by Customers, (ii) on multiple occasions, maintain adequate progress on Customer purchases, thus endangering performance, (iii) honor any term of the Term Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Department may, at its sole discretion, (i) immediately terminate the Term Contract, (ii) notify the Contractor of the deficiency and require that the deficiency be corrected within a specified time, otherwise the Term Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Department. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted Products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Term Contract. The Customer will notify the Department of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

- 4.2.4 **Termination for Non-Compliance with E-Verify.** Pursuant to section 448.095(5)(c)1., F.S., the Department shall terminate the Term Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Department has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Department shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- 4.2.5 **Termination Related to Statutory Certifications.** At the Department's option, the Term Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Term Contract based on the statutory provisions referenced therein.

- 4.2.6 **Termination for Refusing Access to Public Records.** In accordance with section 287.058, F.S., the Department may unilaterally terminate the Term Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Term Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

## **SECTION 5. PURCHASES OFF THE TERM CONTRACT.**

- 5.1 **Purchases.** By executing the Term Contract, the Contractor agrees to allow Customers to make purchases off the Term Contract. Purchases from Customers other than the Department are independent of the agreement between the Department and the Contractor, and the Department shall not be a party to such transaction. Customers' purchases off the Term Contract are limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.
- 5.2 **Purchase Submission.** For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.
- 5.3 **Terms.** The terms of the Form PUR 1000, General Contract Conditions, incorporated in Rule 60A-1.002, F.A.C., and linked here <http://www.flrules.org/Gateway/reference.asp?No=Ref-16731>, are hereby incorporated by reference herein and will apply to all purchases made by a Customer off the Term Contract. The Customer may attach additional terms and conditions specific to its particular purchase made off the Term Contract, which are considered Special Conditions. The term "Special Conditions" does not include any Contractor-provided documents, including attachments or standard preprinted forms, service agreements, end user agreements, product literature, or "shrink wrap" terms accompanying or affixed to a Product, whether written or electronic, or terms incorporated onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Any Customer Special Conditions shall not become a part of the Term Contract.
- 5.3.1 **Term.** The term of the Customer purchase off the Term Contract will be as specified in the purchase, except that if renewals of the purchase are permitted, the Customer and Contractor shall not renew the purchase if the Term Contract expires prior to the effective date of the renewal. Any existing term of a purchase off the Term Contract shall not extend more than forty-eight (48) months beyond the end of the Term Contract. However, if an extended pricing plan offered in the Term Contract is agreed upon by the Customer and Contractor and extends more than forty-eight (48) months beyond the end of the Term Contract, the agreed upon extended pricing plan terms shall govern the maximum duration of the purchase. The Contractor is required to fulfill timely purchases that extend performance beyond the Term Contract term even when such extended delivery will occur after expiration of the Term Contract. For such purchases, all terms and conditions of the Term Contract shall survive the termination or expiration of the Term Contract and apply to the Contractor's continued performance.

- 5.3.2 **Additional Requirements.** All Customer purchases off the Term Contract shall contain the Term Contract name and number and shall be placed by the Customer. Delivery or furnishing Products shall not occur until the Customer executes their contract or transmits the purchase order, as defined in Rule 60A-1.001, F.A.C.

## **SECTION 6. PAYMENT AND FEES.**

- 6.1 **Pricing.** The Contractor shall not exceed the pricing set forth in the Term Contract documents.

- 6.2 **Best Pricing Offer.** During the term of the Term Contract, if the Department or Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a Product outside the Term Contract, but upon the same or similar terms of the Term Contract, then the Department or Customer may request that the Contractor immediately reduce to the lower price.

- 6.3 **Price Decreases.** The following price decrease terms will apply to the Term Contract:

- 6.3.1 **Quantity Discounts.** The Contractor may offer additional discounts for one-time delivery of large single orders. The Customer should seek to negotiate additional price concessions on quantity purchases of any Products offered under the Term Contract.

- 6.3.2 **Sales Promotions.** In addition to decreasing prices for the balance of the Term Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. If conducting a sales promotion, the Contractor must submit documentation to the Department's Contract Manager identifying the proposed: (1) starting and ending dates of the promotion, (2) Products involved, and (3) promotional prices compared to then-authorized prices. The Contractor shall provide notice to Customers of the promotion and shall make the promotional prices available to all Customers.

- 6.3.3 **Equitable Adjustment.** The Department may, in its sole discretion, make an equitable adjustment in the Term Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Term Contract would result in a substantial loss.

- 6.4 **Purchase Prerequisites.** The Contractor may be required to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders. The Contractor shall not charge any fees for payments received via the State's P-Card. The Contractor must ensure that entities receiving payment directly from Customers under this Term Contract must have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations ([www.sunbiz.org](http://www.sunbiz.org)), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>).
- Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)

- 6.5 Transaction Fees.** 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.
- 6.6 Exclusivity.** The Term Contract is not an exclusive license to provide the Products described in the Term Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

## **SECTION 7. PERFORMANCE**

- 7.1 Warranty of Ability to Perform.** Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. 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 Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Department 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 has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

- 7.2 Further Assurances.** The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Term Contract, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Term Contract and to carry out its provisions. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.

**7.3 Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Term Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Term Contract, unless the Department expressly waives such secondary liability. The Department may assign the Term Contract with prior written notice to Contractor of its intent to do so.

**7.4 Employees, Subcontractors, and Agents.**

7.4.1 **Subcontractors.** The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: [Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services \(myflorida.com\)](https://myflorida.com). The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor's use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

7.4.2 **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department or the State and are not entitled to the benefits of Department or State employees. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Term Contract.

**7.5 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, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, lightning strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a 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 ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Department. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on

Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Term Contract price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses, or damages, including 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 subsection, the Department may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Term Contract as the Department deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall 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 Department or State, in which case the Department may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to Products subjected to allocation; or (ii) terminate the Term Contract in whole or in part.

## **SECTION 8. CONTRACT MANAGEMENT**

**8.1 Department's Contract Manager.** The Department's Contract Manager for the Term Contract, who is primarily responsible for the Department's oversight of the Term Contract, will be identified in a separate writing to the Contractor upon Term 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

**8.2 Contractor's Contract Manager.** The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Term Contract performance, will be identified in a separate writing to the Department upon Term 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

Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

## **SECTION 9. COMPLIANCE WITH LAWS.**

**9.1 Conduct of Business.** The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Term Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Term Contract will be used in violation of any state or federal law, including, but not limited to, 8

U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Department may terminate the Term Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

If the requirements of the Term Contract conflict with any governing law, codes or regulations, the Contractor shall notify the Department in writing and the parties shall amend the Term Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products offered under the Term Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Term Contract at no further expense to the Department.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a Customer's continuing oversight team for purchases off this Term Contract.

**9.2 Integrity.** In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

## **SECTION 10. DISPUTES AND LIABILITIES.**

**10.1 Dispute Resolution.** Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor's ability to seek other remedies related to the Term Contract.

### **10.2 Dispute Resolution Process.**

- (a) **Department Review.** The parties shall resolve disputes through written submission of their dispute to the Department's Contract Manager. The Department shall respond to the dispute in writing within ten (10) Business Days from the date that the Department's Contract Manager receives the dispute. The Department's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Department's decision. If a party disagrees with the Department's decision, the party may proceed to subsection (b) below.
- (b) **Meeting between the Principals.** If either party disagrees with the Department's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Department, the Department head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10)



Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting.

- (c) Mediation. If the dispute is not resolved through a meeting of the Principals, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Department's decision, then either party may seek other remedies.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) - (b), if mediation is not agreed to), either party may pursue any other remedies.

**10.3 Contractor's Obligation to Perform While Disputes are Pending.** The Contractor shall proceed diligently with performance under the Term Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Term Contract and shall comply with directions to perform from the Department. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Term Contract which is separate and apart from any other dispute.

**10.4 Governing Law and Venue.** The Term Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Term Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the terms of the Term Contract.

**10.5 Remedies Cumulative.** No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative, and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

**10.6 JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHT TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW IN OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE TERM CONTRACT OR ITS SUBJECT MATTER.**

**10.7 Indemnification.** For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its

subdivisions to suit by third parties.

## **SECTION 11. MISCELLANEOUS.**

- 11.1 Department of State Registration.** Consistent with Title XXXVI, F.S., if the Contractor asserts status other than that of a sole proprietor, it must provide the Department with i) conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity; ii) a certificate of authorization if a foreign business entity; or iii) if exempt from the registration requirements, a basis for such exemption.
- 11.2 Time is of the Essence.** Time is of the essence regarding every obligation of the Contractor under the Term Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.
- 11.3 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 the Contractor. Such purchases are independent of the Term Contract between the Department and the Contractor, and the Department is not a party to these transactions.

## **SECTION 12. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.**

- 12.1 General Record Management and Retention.** The Contractor shall retain all records that were made in relation to the Term Contract for the longer of five (5) years after expiration of the Term Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>.
- 12.2 Identification and Protection of Confidential Information.** Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of “public record.” As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law (“Confidential Information”), the Contractor shall mark as “confidential” each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as “confidential,” or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record “confidential” and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department (or any other State agency).

In the event of a public records request, to which records the Contractor marked as “confidential” are responsive to the request, the Department shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as “confidential” but failed to provide a Contractor-redacted copy to the Department, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If the Department provides a Contractor-redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Department shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Contractor shall provide written notice to the Department of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department is requested or compelled in any legal proceeding to disclose documents that are marked as “confidential” (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor’s sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as “confidential” or fails to provide a redacted copy that may be disclosed, the Department may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys’ fees, at both the trial and appellate levels, arising from or relating to the Contractor’s determination that its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Contractor’s redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney’s fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Department may make as to such claim, and the Contractor agrees to reimburse the Department for the expense, including reasonable attorney’s fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Contractor’s Confidential Information. The Department will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the

Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

**12.3 Public Records Requirements Pursuant to Section 119.0701, F.S.** Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under the Term Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

- i. Keep and maintain public records required by the Department to perform the service.
- ii. 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.
- iii. 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 Term Contract term and following the completion of the Term Contract if the Contractor does not transfer the records to the Department.
- iv. Upon completion of the Term 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 Term 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 TERM CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT [PUBLICRECORDS@DMS.FL.GOV](mailto:PUBLICRECORDS@DMS.FL.GOV), (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.**

**12.4 Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Term Contract without prior written approval from the Department, including mentioning the Term Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Term Contract or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a party to the Term Contract, except potential or actual Customers or authorized distributors, dealers, resellers, or service representatives.

## **12.5 Intellectual Property.**

- 12.5.1 **Ownership.** Unless specifically addressed otherwise in the Customer's contract, the State of Florida shall be the owner of all intellectual property rights to all new property created or developed in connection with the Customer's contract. This shall not apply to intellectual property developed prior to the execution of the Term Contract.
- 12.5.2 **Patentable Inventions or Discoveries.** Any inventions or discoveries developed in the course, or as a result, of services in connection with the Customer's 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 and the Department of any inventions or discoveries developed or made through performance of the Customer's 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 Customer's contract. This shall not apply to any invention or discovery made prior to the execution of the Term Contract.
- 12.5.3 **Copyrightable Works.** Contractor must notify the Customer and the Department of any publications, artwork, or other copyrightable works developed in connection with the Customer's contract. All copyrights created or developed through performance of the Customer's contract are owned solely by the State of Florida. This shall not apply to any copyrightable works created or developed prior to the execution of the Term Contract.

## **SECTION 13. 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. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. 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 Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer 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 current state and federal rules and regulations regarding security of information.

## **SECTION 14. CONTRACT MONITORING.**

- 14.1 **Performance Standards.** The Contractor agrees to perform all tasks and provide deliverables as set forth in the Term Contract. 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.

**14.2 Contract Reporting.** The Contractor shall provide the Department the following accurate and complete reports associated with this Term Contract.

**14.2.1 Term Contract Quarterly Sales Reports.** The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: [Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

**14.2.2 Certified and Minority Business Enterprises Reports.** Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Vendor Identification Information of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

**14.2.3 Ad Hoc Sales Reports.** The Department may require additional Term Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

**14.2.4 MFMP Transaction Fee Reports.** The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at [https://www.dms.myflorida.com/business\\_operations/state/myfloridamarketplace/mfmp\\_vendors/transaction\\_fee\\_and\\_reporting](https://www.dms.myflorida.com/business_operations/state/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting). Assistance with transaction fee reporting is also available by email at [feeprocessing@myfloridamarketplace.com](mailto:feeprocessing@myfloridamarketplace.com) or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

**14.3 Business Review Meetings.** Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

- Term Contract or Customer contract compliance
- Term Contract savings (in dollar amount and cost avoidance)
- Spend reports by Customer
- Recommendations for improved compliance and performance

**14.4 Performance Deficiencies.**

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

14.4.2 **Retainage for Unacceptable Corrective Action Plan or Plan Failure.** For Customer-requested Corrective Action Plans, if the corrective action plan is unacceptable to the Customer, or implementation of the plan fails to remedy the performance deficiencies, the 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 Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Customer for the performance deficiencies.

**14.5 Inspection.**

14.5.1 **Inspection at Contractor’s Site.** The Department reserves the right to inspect, or enlist a third-party to perform, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Term Contract requirements and to determine whether they are adequate and suitable for proper and effective Term Contract performance.

14.5.2 **Statutory Inspection Rights.** If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Term Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Term Contract or to ensure that the terms of the Term Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

1. Allocated to be used during the full term of the Term Contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

14.5.3 **Inspection Compliance.** The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deems relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

## **SECTION 15. 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 Term Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Term Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Term 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 Term Contract.

## **SECTION 16. CONFIDENTIALITY.**

The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.



## **SECTION 17. SUPPLIER DEVELOPMENT.**

**17.1 Office of Supplier Development.** The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at [OSDHelp@dms.fl.gov](mailto:OSDHelp@dms.fl.gov).

**17.2 Reporting Certified Business Enterprises.** 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 vendor identification information 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 Term Contract.

**Exhibit C**  
**Vendor Certification Form**

I hereby certify the following on behalf of the vendor identified below:

| <u><b>Customer Indicator</b></u><br>(Required, N/A, Determined by Vendor) | <u><b>Vendor Indicator</b></u><br>(Certified, N/A) | <u><b>Certification</b></u>  |
|---|--|--|
| Required  | Choose an item.                                    | Regardless of the dollar value of the goods or services provided, in accordance with the requirements of section 287.135(5), F.S., the vendor is not participating in a boycott of Israel and is not on the State Board of Administration’s “Quarterly List of Scrutinized Companies that Boycott Israel,” available at <a href="https://www.sbafla.com/governance/global-governance-mandates/">https://www.sbafla.com/governance/global-governance-mandates/</a>  |
| Required  | Choose an item.                                    | If the goods or services to be provided are \$1 million or more, in accordance with the requirements of section 287.135, F.S., the vendor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, “Scrutinized List of Prohibited Companies”); does not have business operations in Cuba or Syria; and is not on the State Board of Administration’s “Scrutinized List of Prohibited Companies” available under the quarterly reports section at <a href="https://www.sbafla.com/reporting/">https://www.sbafla.com/reporting/</a>  |
| Required  | Choose an item.                                    | <p>The vendor is not on the Suspended Vendor List; it and its suppliers, subcontractors, or consultants to be utilized under the contract are not on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists; and 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 vendor’s ability to satisfy the contract obligations.</p> <p>The vendor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the vendor's ability or its affiliates’ ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The vendor is hereby further informed of the provisions of section 287.1351, F.S., that identify the impacts to the vendor’s ability to enter into or renew a contract with an agency, as defined in section 287.012, F.S., if it is placed on the Suspended Vendor List of the Department of Management Services.</p> |

|                      |                 |   |
|----------------------|-----------------|---|
| Required             | Choose an item. | If the contract grants the vendor access to an individual’s personal identifying information, the vendor is not prohibited from entering into the contract pursuant to section 287.138, F.S., and has completed the Form PUR 1355, “Foreign Country of Concern Attestation Form,” available at <a href="http://www.flrules.org/Gateway/reference.asp?No=Ref-15843">http://www.flrules.org/Gateway/reference.asp?No=Ref-15843</a> , and attached it hereto.  |
| Determined by Vendor | Choose an item. | If the vendor is a common carrier, as defined in section 908.111, F.S., or a contracted carrier, it is not prohibited from entering into the contract pursuant to section 908.111, F.S., and has completed the Form PUR 1808, “Common Carrier or Contracted Carrier Attestation Form,” available at <a href="http://www.flrules.org/Gateway/reference.asp?No=Ref-14614">http://www.flrules.org/Gateway/reference.asp?No=Ref-14614</a> , and attached it hereto.   |
| Required             | Choose an item. | The vendor is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S.; and has not, within the last year, had a contract terminated under section 448.095(5)(c), F.S., by a public employer, contractor, or subcontractor, as defined by section 448.095(1), F.S.   |
| Required             | Choose an item. | The vendor is in compliance with all applicable disclosure requirements set forth in section 286.101, F.S., and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to section 286.101(7), F.S.  |
| Required             | Choose an item. | If the contract is between a nongovernmental entity and a governmental entity, in accordance with section 787.06, F.S., the vendor has completed an affidavit signed by an officer or a representative of the vendor under penalty of perjury attesting that the vendor does not use coercion for labor or services as defined in section 787.06, F.S.  |
| Required             | Choose an item. | <p>If the Contract is for the provision of commodities, in accordance with section 287.1346, F.S., the vendor, and any entity under the control of vendor, has not been placed on the Forced Labor Vendor List within the past 365 days or, if placed on the Forced Labor Vendor List, has been removed pursuant to section 287.1346(5)(d), F.S.</p> <p>If the Contract is for the provision of commodities, the Contractor will submit, prior to entering into or renewing the Contract, a written certification from senior management, as defined in section 287.1346(1)(c), F.S., which certifies to the best of their knowledge the commodities being offered pursuant to this solicitation have not been produced, in whole or in part, by forced labor.</p> <p>The vendor is hereby informed of the provisions of section 287.1346, F.S., that identify the impacts to a vendor’s ability to respond to the competitive solicitations of a state agency; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a state agency; or to transact business for the provision of commodities with a state agency if it, or entities under the control of the vendor, is placed on the Forced Labor Vendor List in</p> |

|  |  |  |
|--|--|--|
|  |  | accordance with section 287.1346, F.S. |
|--|--|--|

By signing below, I certify that I am authorized to complete and submit this Vendor Certification Form on behalf of the vendor.

**Vendor Information**

**Signatory**

|       |           |       |
|-------|-----------|-------|
| _____ | _____     | _____ |
| Name  | Signature | Date  |

|       |                       |
|-------|-----------------------|
| _____ | _____                 |
| FEIN  | Typed or Printed Name |

|       |
|-------|
| _____ |
| Title |

**Exhibit D: Price Sheet**  
**Public Relations, Advertising, Marketing, and Multimedia Services**  
**State Term Contract**  
**82101800-24-STC**

|                        |                                |
|------------------------|--------------------------------|
| <b>Contractor Name</b> | <b>The Taproot Agency, LLC</b> |
|------------------------|--------------------------------|

| <b>Service Category 2: Advertising Services</b> |                                     |                                     |
|---|-------------------------------------|-------------------------------------|
|   | <b>INITIAL TERM<br/>HOURLY RATE</b> | <b>RENEWAL TERM<br/>HOURLY RATE</b> |
| <b><u>REQUIRED</u></b> Ceiling Rate:            | \$ 200.00                           | \$ 225.00                           |

**Exhibit D: Price Sheet**  
**Public Relations, Advertising, Marketing, and Multimedia Services**  
**State Term Contract**  
**82101800-24-STC**

|                        |                                |
|------------------------|--------------------------------|
| <b>Contractor Name</b> | <b>The Taproot Agency, LLC</b> |
|------------------------|--------------------------------|

| <b>Service Category 3: Marketing Services</b> |                                     |                                     |
|---|-------------------------------------|-------------------------------------|
|   | <b>INITIAL TERM<br/>HOURLY RATE</b> | <b>RENEWAL TERM<br/>HOURLY RATE</b> |
| <b><u>REQUIRED</u></b> Ceiling Rate:          | \$ 200.00                           | \$ 225.00                           |

**Exhibit D: Price Sheet**  
**Public Relations, Advertising, Marketing, and Multimedia Services**  
**State Term Contract**  
**82101800-24-STC**

|                        |                                |
|------------------------|--------------------------------|
| <b>Contractor Name</b> | <b>The Taproot Agency, LLC</b> |
|------------------------|--------------------------------|

| <b>Service Category 4: Multimedia Services</b> |                                     |                                     |
|--|-------------------------------------|-------------------------------------|
|  | <b>INITIAL TERM<br/>HOURLY RATE</b> | <b>RENEWAL TERM<br/>HOURLY RATE</b> |
| <b><u>REQUIRED</u></b> Ceiling Rate:           | \$ 200.00                           | \$ 225.00                           |

**Exhibit E**

**FOREIGN COUNTRY OF CONCERN ATTESTATION  
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

The Taproot Agency, LLC ("Taproot") is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Sean Doughtie

Title: Founder + CEO

Signature:



Date: July 11, 2024