



4050 Esplanade Way
Tallahassee, FL 32399-0950

Rick Scott, Governor

Erin Rock, Secretary

ATTACHMENT B

CONTRACT

FOR

<<COMMODITY AND/OR SERVICES>>

DMS NO: 17/18-039

BETWEEN

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

AND

CONTRACTOR

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Contract

This contract is between the STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES (Department), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and (Contractor).

The Parties enter into this contract in accordance with the terms and conditions of solicitation DMS17/18-039, ITN, <insert solicitation title> and subsequent negotiation(s).

The Parties therefore agree as follows.

SECTION 1. DEFINITIONS

The following definitions apply in addition to the definitions in the Special Contract Conditions.

- 1.1 **Confidential Information:** Any documents, data or records that are, by Florida or federal law, confidential and not subject to disclosure pursuant to Chapter 119, Florida statutes, the Florida Constitution.
- 1.2 **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.

SECTION 2. TERM

2.1 Initial Term

The initial term of the Contract will be for five (5) years. The initial contract term will begin on _____ or on the last date it is signed by all Parties, whichever is later. Contractor shall initiate performance under the contract in accordance with a schedule agreed upon by the parties. However, budget availability may cause the contract to begin before or after this anticipated date.

2.2 Renewal Term

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part, for renewal terms up to five (5) renewal years. Any renewals shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds.

2.3 Termination

Termination provisions are provided in subsection 2.3 of the Special Contract Conditions.

SECTION 3. PAYMENTS

3.1 Pricing

The Contractor shall adhere to the prices as stated in Attachment <<X>>, an attachment to the competitive solicitation, which is incorporated by reference into the Contract.

3.2 Price Adjustments

<Insert title>

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Price increases are not permissible during the duration of the contract. Price Decreases are governed by subsection 3.2 of the Special Contract Conditions

3.3 Detail of Invoices

The Contractor shall submit invoices for fees or other compensation for services or expenses in detail sufficient enough for a proper pre-audit and post-audit. The Department reserves the right to request additional documentation as needed. See Section 1.6.3 of **Attachment A - Statement of Work** for additional information related to the invoice requirements.

3.4 Bills for Travel

The Department is not responsible for payment of any travel expenses to Contractor.

3.5 Payments

The Parties agree that payments under this contract shall be made **monthly**.

3.6 Final Invoice

Unless renewed or extended, the deliverables of the Statement of Work must be completed by <insert date>.

3.7 Appropriations

The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

SECTION 4. CONTRACT DOCUMENTS & ORDER OF PRECEDENCE

4.1 Entire Agreement

This Contract sets forth the entire understanding of the Parties and consists of the documents listed in 4.2 below.

4.2 Order of Precedence

In the event any of these documents conflict, the conflict will be resolved in the following order of priority:

1. This Master Contract Document
2. Attached Additional Special Contract Conditions
3. Attached Special Contract Conditions
4. Attached Statement of Work
5. Attached Price Sheet(s)
6. The General Contract Conditions - PUR 1000 form, which are incorporated by reference, and available at:
<http://www.dms.myflorida.com/content/download/2933/11777/version/6/file/1000.pdf>
(NOTE PUR 1000 is superceded in full by the attached Special Contract Conditions.)
7. BAFO

<<Insert any other attachments or documents that are intended to become part of the Contract.>>

SECTION 5. CONTRACT ADMINISTRATION

5.1 Department Contract Administrator

The Contract Administrator whose responsibilities will be to maintain this Contract is as follows:

Ashley Bridges
Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 335
Tallahassee, Florida 32399-0950
Telephone: (850) 488 0510
Email: ashley.bridges@dms.myflorida.com

In the event that the Department changes the Contract Administrator, the Department will notify the Contractor in writing via email. Such changes do not require a formal written amendment to the Contract.

5.2 Contract Manager

The Contract Manager who is primarily responsible for overseeing the Contractor's performance of its duties and obligations pursuant to the terms of this Contract shall be as follows:

Linda Allbritton
Division of Retirement
P.O. Box 9000
Tallahassee, FL 32315-9000
Telephone: (850) 778-4410
Email: Linda.Allbritton@dms.myflorida.com

In the event that the Department changes the Contract Manager, the Department will notify the Contractor in writing via email. Such changes do not require a formal written amendment to the Contract.

5.3 Contractor Representative

The Contractor's employee who is primarily responsible for overseeing the Contractor's performance of its duties and obligations pursuant to the terms of this Contract shall be:

Jane Doe
<Insert vendor name>
<Insert vendor physical address>
Telephone: (850) XXX-XXXX
Email: jane.doe@xxxxxx.com

SECTION 6. COMPLIANCE WITH LAWS

6.1 Compliance

The Contractor shall maintain legal compliance as provides in Section 5 of the Special Contract Conditions.

6.2 Notice of Legal Actions

The Contractor shall notify the Department of any legal actions filed against it for a violation of any laws, rules, codes ordinances or licensing requirements within 30 days of the action being filed. The Contractor shall notify the Department of any legal actions filed against it for a breach of a contract of similar size and scope to this Contract within 30 days of the action being filed. Failure to notify the Department of a legal action within 30 days of the action shall be grounds for termination or nonrenewal of the Contract.

6.3 Suspended, Convicted and Discriminatory Vendors

Pursuant to sections 287.042, 287.133 and 287.134, Florida Statutes, the restrictions and duties in subsection 5.4 of the Special Contract Conditions apply.

6.4 Cooperation with the Inspector General

Pursuant to section 20.055(5), Florida Statutes, the provisions of subsection 5.6 of the Special Contract Conditions apply.

SECTION 7. DEPARTMENT OF STATE, CORPORATE STATUS CERTIFICATE

Contractor and any subcontractors that assert corporate status must provide the Department conclusive evidence, per section 607.0127, Florida Statutes, of a certificate of status if a Florida corporation, or of a certificate of authorization if a foreign corporation obtained from the Florida Department of State per section 607.0128, Florida Statutes, not subject to any qualification stated in the certificate, and maintain such status through the life of the Contract.

SECTION 8. LIABILITY AND WORKER'S COMPENSATION INSURANCE

During the Contract term, the Contractor at its sole expense shall provide workers' compensation insurance and general liability insurance as required by Section 7 of the Special Contract Conditions.

SECTION 9. PUBLIC RECORDS, TRADE SECRETS, AND DOCUMENT MANAGEMENT

Public records, trade secrets, and document management issues are subject to Section 8 of the Special Contract Conditions.

SECTION 10. E-VERIFY

The Contractor is subject to subsection 13.2 of the Special Contract Conditions regarding use of the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the employment of all new employees hired by the Contractor during the Contract term.

SECTION 11. SCRUTINIZED COMPANY LIST

Subsection 5.5 of the Special Contract Conditions provides terms relating to scrutinized companies.

SECTION 12. GEOGRAPHIC LOCATION OF DATA AND SERVICES

The State of Florida requires that all data generated, used or stored by the Contractor pursuant to the Contract will reside and remain in the United States and will not be transferred outside of the United States.

Staffing for work performed under this Contract with the exception of subsection 1.9 of the Statement of Work must be performed within the United States.

Contractor may perform work pursuant to subsection 1.9 of the Statement of Work outside of the United States if the Contractor complies with all conditions listed in subsection 1.10.7 of the Statement of Work.

SECTION 13. RECORDS RETENTION

The Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor shall retain all documents related to this Contract in compliance with the rules of the Florida Department of State.

SECTION 14. GIFTS

The Contractor agrees that it will not offer to give or give any gift to any State of Florida employee. This Contractor will ensure that its subcontractors, if any, will apply with this provision.

SECTION 15. VENDOR OMBUDSMAN

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

SECTION 16. MONITORING BY THE DEPARTMENT

The Contractor shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Contractor that are relevant to this Contract and to interview clients, employees and subcontractor employees of the Contractor to assure the Department of satisfactory performance of the terms and conditions of this Contract. Following such review, the Department may deliver to the Contractor a written report of its finding(s) and direct the development, by the Contractor, of a corrective action plan. This provision will not limit the Department's termination rights.

SECTION 17. AUDITS

The Department may conduct or have conducted performance and/or compliance audits of any and all areas of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and Subcontractors' data and records that directly relate to the Contract Services. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, pertaining to this Contract, may be inspected by the Department upon 15 days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the

Contractor's contracts relating to this Contract. The State's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

SECTION 18. PERFORMANCE BOND

The Department will require the Contractor to furnish a performance bond or other form of security in the amount of ten percent (10%) of the annual contract price for faithful performance of work under this Contract. For purposes of calculating the annual contract price, the Department will assume it will utilize 13,000 enhancement hours.

SECTION 19. SUBCONTRACTING

The Contractor shall be fully responsible for all work performed under the Contract. The Contractor shall use only those subcontractors specifically identified in FORM 6 - SUBCONTRACTING of the Offer, except as permitted below.

Subcontracting after Contract Execution

To subcontract any services to a subcontractor not originally identified in the Offer, the Contractor shall submit a written request to the Department's Contract Manager. The written request shall include, but is not limited to, the following:

- The name, address and other information identifying the subcontractor;
- Type of services to be performed by the subcontractor;
- Time of performance for the identified service;
- How the Contractor plans to monitor the subcontractor's performance of the identified services;
- Certification that the subcontractor has all licenses and county authority, as applicable, and/or has satisfied all legal requirements to provide the services to the Department. Also, the Contractor shall certify that the subcontractor is approved by the Florida Department of State to transact business in the State of Florida. **If the subcontractor is an out-of-state company, it must have a Florida Certificate of Authority from the Department of State, Division of Corporations, to transact business in the State of Florida. For additional information, please visit the following website: www.sunbiz.org**
- A copy of the written subcontract agreement; and
- Acknowledgement from the subcontractor of the Contractor's contractual obligation to the Department and that the subcontractor agrees to comply with all terms and conditions of the resulting Contract.

Subcontractors may not perform work under the Contract without being approved by the Department.

Subcontracting shall in no way relieve the Contractor of any responsibility for performance of its duties under the terms of the Contract. The Contractor is solely responsible for ensuring the subcontractor maintains the insurance as required. The Department shall treat the Contractor's use of a subcontractor not contained herein and/or approved by the Department as a breach of this Contract.

The Contractor must annually certify compliance with this section via submission of the Department's Staffing Affidavit which is provided in the ITN.

<Insert title>
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SECTION 20. SPECIFIC APPROPRIATION

The following is the specific state funds from which the state will make payment under the contract.

Section 2809, Ch. 2018-19 (LOF)