



FLORIDA DEPARTMENT of

**management**  
**SERVICES**

We serve those who serve Florida

4050 Esplanade Way  
Tallahassee, Florida 32399-0950  
Tel: 850.488.2786 | Fax: 850. 922.6149

Rick Scott, Governor

Chad Poppell, Secretary

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**ATTACHMENT B - CONTRACT**

**FOR**

**FSECC FISCAL AGENT SERVICES**

**DMS-14/15-030**

**BETWEEN**

**THE STATE OF FLORIDA  
DEPARTMENT OF MANAGEMENT SERVICES  
AND  
<<CONTRACTOR NAME>>**

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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 [INSERT VENDOR NAME] (Contractor). The Department and the Contractor may be referred to as a “Party” or collectively as the “Parties”.

The Contractor responded to the Department’s Solicitation No.: DMS-14/15-030, “FSECC Fiscal Agent Services.” The Parties enter into this Contract in accordance with the terms and conditions of the solicitation.

The Parties therefore agree as follows.

### SECTION 1. DEFINITIONS

The following definitions apply in addition to the definitions in PUR 1000.

- 1.1 Active Campaign Period – The period during which the FSECC is actively soliciting FSECC pledges from employees. While administrative activities related to the campaign take place throughout the year, the bulk of FSECC pledging occurs during this time frame. The Department of Management Services designates the opening and closing of this time each year and it usually begins September 1 and concludes in early November so there is enough time to reconcile funds pledged and prepare pledged payroll deductions so that those deductions may begin with employees’ first paychecks in January.
- 1.2 Confidential Information - Any portion of a Contractor’s documents, data or records disclosed relating to its response that the Contractor claims is confidential and not subject to disclosure pursuant to Chapter 119, Florida statutes, the Florida Constitution, or any other authority and is clearly marked “Confidential.”
- 1.3 Contract Manager – The representative designated by the Department who will oversee all aspects of the Contract, ensure that performance expectations are met, and who will serve as the primary point of contact for the Contractor.
- 1.4 Federations (also known as Umbrella Groups) – A group of charities that have voluntarily joined together for purposes of raising and distributing contributions for and among themselves and where membership does not confer operating authority and control of the individual organization upon the federated group organization.
- 1.5 Local Area Coordinators (LACs) – The network of employees at agencies that have volunteered to assist in administering the FSECC at the local level (as opposed to agency wide). This network of volunteers is particularly important at large, decentralized agencies in order to help facilitate communication about the campaign in field offices around the state. This network of employees at each agency is appointed by that agency’s Statewide Agency Coordinator (SAC).
- 1.6 State Agency Coordinators (SACs) – The network of employees at agencies responsible for coordinating the FSECC activities at their respective agencies. Each coordinator is

appointed by his or her respective agency head and is responsible for assembling the team of local area coordinators to facilitate the FSECC at the agency.

## **SECTION 2. TERM**

### **2.1 Initial Term**

The initial term of the Contract will be three (3) years. The initial contract term shall begin on January 1, 2016 or on the last date it is signed by all parties, whichever is later.

### **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 three (3) years. Any renewals shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds. The Contractor shall not charge any costs for renewing the contract.

### **2.3 Termination**

Payment under this agreement is subject to the funds raised in the FSECC. In the event the total funds pledged in the FSECC in a given year is less than the Contractor's price for services in a given year, the Department may, at its sole discretion terminate this agreement. If Contractor's price for services exceeds fifty (50) percent of total funds pledged to the FSECC in a given year, the Department and Contractor may agree to terminate the agreement.

## **SECTION 3. PAYMENTS**

### **3.1 Pricing**

The Contractor shall adhere to the prices as stated in Attachment C which is incorporated by reference into the Contract.

### **3.2 Detail of Bills**

Contractor shall submit monthly bills 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.

### **3.3 Bills for Travel**

Bills for travel expenses are not permitted.

### **3.4 Payments**

The Parties agree that payments under this Contract shall be made monthly, upon receipt of deliverables. Payments will be made directly from charitable funds collected each month in the campaign. In order to receive payment, the Contractor will withhold monthly payments from each monthly distribution made to charities.

### **3.5 Final Invoice**

Unless renewed or extended, the criteria in Section 1 of the Scope of Work must be completed by December 31, 2018.

### **3.6 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 DOCUMENT

### Contract Documents & Hierarchy

This Contract sets forth the entire understanding of the parties and consists of the documents listed below. In the event any of these documents conflict, the conflict will be resolved in the following order of priority (highest to lowest):

- 4.1 This Contract
- 4.2 Attachment A - Statement of Work
- 4.3 The General Contract Conditions - PUR 1000, which are incorporated by reference, and available at:  
<http://www.dms.myflorida.com/content/download/2933/11777/version/6/file/1000.pdf>
- 4.4 Attachment C – Price Sheet

## SECTION 5. CONTRACT ADMINISTRATION

### 5.1 Department Contract Administrator

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

Maureen Livings  
Purchasing Analyst, Departmental Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 335, Tallahassee, FL 32399-0950  
Telephone: 850-410-2404  
Email: [maureen.livings@dms.myflorida.com](mailto:maureen.livings@dms.myflorida.com)

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

### 5.2 Contract Manager

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

Matthew Gregory  
Human Resource Consultant  
Florida Department of Management Services  
4050 Esplanade Way, Suite 235, Tallahassee, FL 32399-0950  
Telephone: 850-921-4618  
Email: [matthew.gregory@dms.myflorida.com](mailto:matthew.gregory@dms.myflorida.com)

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

### **5.3 Contractor Representative**

The Contractor shall designate a sole point of contact for the administration of this Contract. In the event that the Contractor changes the Contractor Representative, the Contractor shall notify the Department in writing. Such changes do not require a formal written amendment to the Contract. As of the effective date of the Contract, the Contractor Representative is as follows:

(Information to be inserted here)

### **5.4 Diversity Reporting**

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, and veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com).

Upon request, the Contractor shall report to the Department, spend with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this Contract.

## **SECTION 6. COMPLIANCE WITH LAWS**

### **6.1 Compliance**

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. For example, Chapter 287, of the Florida Statutes and Rule 60A of the Florida Administrative Code govern the Contract. The Contractor shall comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances, or licensing requirements shall be grounds for Contract termination or nonrenewal of the Contract.

### **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 Public Entity Crime and Discriminatory Vendors**

Pursuant to sections 287.133 and 287.134, Florida Statutes, the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list.

### **6.3.1 Public Entity Crime**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

### **6.3.2 Discriminatory Vendors**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

The Contractor shall notify the Department if it or any of its suppliers, subcontractors or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Contract.

## **SECTION 7. LIABILITY AND WORKER'S COMPENSATION INSURANCE**

This paragraph modifies section 35, of the PUR 1000. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, at a minimum, shall be as follows: workers' compensation and employer's liability insurance per Florida statutory limits (currently \$200,000 per accident, \$200,000 per person, and \$500,000 policy aggregate) covering all employees engaged in any Contract work; commercial general liability coverage on an occurrence basis in the minimum amount of \$500,000 (defense cost shall be in excess of the limit of liability), naming the State as an additional insured; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of \$500,000, including hired and non-owned liability, and \$5,000 medical payment. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida.

The Contractor shall have their insurance carrier note the Department as the certificate holder as provided below.

Florida Department of Management Services  
Division of Human Resource Management  
c/o Departmental Purchasing  
4050 Esplanade Way  
Tallahassee, Florida 32399

## **SECTION 8. PUBLIC RECORDS**

### **8.1 Access to Public Records**

The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Florida Statutes.

### **8.2 Redacted Copies of Confidential Information**

If the Contractor considers any portion of any documents, data, or records submitted to the Department to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the information it claims as Confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

### **8.3 Request for Redacted Information**

In the event of a public records or other disclosure request pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as "Confidential" are responsive, the Department will provide the Contractor-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Contractor such an assertion has been made. It is the Contractor's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Contractor under legal process, the Department shall give the Contractor prompt notice of the demand prior to releasing the information labeled "Confidential" (unless otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

### **8.4 Indemnification**

The Contractor shall protect, defend and indemnify the Department for any and all claims arising from or relating to the Contractor's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Contractor fails to submit a redacted copy of information it claims is Confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request or other lawful request for these records.



## **8.5 Contractor as Agent**

If, under this Contract, the Contractor is providing services and is acting on behalf of the Department as provided under section 119.011(2), Florida Statutes, the Contractor, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

- 8.5.1** Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.
- 8.5.2** Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 8.5.3** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 8.5.4** Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

## **SECTION 9. INTELLECTUAL PROPERTY**

The Parties do not anticipate that any intellectual property will be developed as a result of this Contract. However, any intellectual property developed as a result of this Contract will belong to, and be the sole property of, the State. This provision will survive the termination or expiration of this Contract.

## **SECTION 10. E-VERIFY**

Pursuant to State of Florida Executive Order Number 11-116, the Contractor is required to utilize 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. Also, the Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Contract term.

In order to implement this provision, the Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution.

If the Contractor is not enrolled in DHS E-Verify System, it will do so within five days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five days of Contract execution. The link to E-Verify is provided below.

<http://www.uscis.gov/e-verify>

Upon each Contractor or subcontractor new hire, the Contractor shall provide a statement within five days to the Contract Manager identifying the new hire with its E-Verify case number.

## **SECTION 11. SCRUTINIZED COMPANY LIST**

In executing this Contract, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

## **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 U.S. and will not be transferred outside of the U.S. The State of Florida also requires that all services provided under the Contract, including call center or other help services, will be performed by persons located in the U.S.

## **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 the 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, 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/or 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. BACKGROUND SCREENINGS AND WARRANTY OF SECURITY**

In addition to any background screening required by the Contractor as a condition of employment, the Contractor warrants that it will conduct a criminal background screening of, or ensure that such a screening is conducted for, each of its employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees or other person, hereinafter referred to as "Person" or "Persons," operating under their direction with access to State of Florida data.

"Access" means to approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any resources of a computer, computer system, or computer network. "Data" means a representation of information, knowledge, facts, concepts, computer software, computer programs or instructions, whether said information is confidential information or personal health information. Data may be in any form, including but not limited to, in storage media, stored in the memory of the computer, in transit or presented on a display device, or a hard copy. The Contractor shall ensure that the background screening is conducted on all Persons directly performing services under the Contract whether or not the Person has access to State of Florida, as well as those persons who are not performing services under the Contract but have access, including indirect access, to State of Florida Data.

The minimum background screening process shall include a check of the following databases through a law enforcement agency or a Professional Background Screener accredited by the National Association of Professional Background Screeners or a comparable standard:

- Social Security Number Trace; and
- Criminal Records (Federal, State and County criminal felony and misdemeanor, national criminal database for all states which make such data available);

The Contractor agrees that each Person will be screened as a prior condition for performing services or having access to State of Florida Data. The Contractor is responsible for any and all costs and expenses in obtaining and maintaining the criminal background screening information for each Person described above. The Contractor shall maintain documentation of the

screening in the Person's employment file. The Contractor shall abide by all applicable laws, rules and regulations including, but not limited to the Fair Credit Reporting Act and/or any equal opportunity laws, rules, regulations or ordinances.

The Contractor agrees that each employee or subcontractor who will perform services under this contract or have access to State of Florida Data will be screened as a prior condition for performing services or having access to State of Florida Data. The Contractor is responsible for any and all costs and expenses in obtaining and maintaining the criminal background screening information for each employee or subcontractor described above. During the term of the contract, if the Contractor discovers that an employee or subcontractor fails to meet the requirements of the background screening, the Contractor shall immediately prohibit the employee or subcontractor performance under this contract and access to any State of Florida Data.

The Contractor further agrees to defend, indemnify and hold harmless the Department, the State of Florida, its officers, directors and employees for any claims, suits or proceedings alleging a breach of this background check process. Should a breach of security occur which allows for unauthorized access or exposure of State of Florida Data, the Contractor shall include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two year period of time following the breach.

A "Criminal Finding" is defined as a misdemeanor or felony conviction, plea of nolo contendere, plea of guilty, or adjudication of guilt withheld record for any disqualifying offense listed below. If at any time it is determined that a Person has a Criminal Finding within the last 10 years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that Person from any position with access to state of Florida Data or directly performing services under the Contract. The disqualifying offenses are:

- Computer related or information technology crimes
- Fraudulent practices, false pretenses and frauds, and credit card crimes
- Forgery and counterfeiting
- Violations involving checks and drafts
- Felony theft
- Kidnapping / False imprisonment

If the Contractor removes a Person from a position under this provision due to a Criminal Finding, it may obtain information regarding the incident and determine whether that Person should continue providing services under the Contract or have access to state of Florida Data. The Contractor shall consider the following factors only in making the determination: i.) the nature and gravity of the offense, ii.) the amount of time that lapsed since the offense, iii.) the rehabilitation efforts of the person, and iv.) the relevancy of the offense to the job duties of the Person. During the process of collecting the information and making a decision, the Contractor shall not allow the Person to perform services or have access to state of Florida Data.

### **18.1 Self-Disclosure**

The Contractor shall ensure that all Persons have a responsibility to self-report to the Contractor within three calendar days a Criminal Finding or an updated court disposition of a Criminal Finding. The Contractor shall notify the Department's Contract Manager within 24 hours of all details concerning any Criminal Finding or updated court disposition of such Criminal Finding as reported by a Person. The Contractor shall

immediately assess whether to disallow that Person access to any state of Florida Data or from directly performing services under the contract. Additionally, the Contractor shall require that the Person complete an annual certification that they have not received any additional Criminal Findings and shall maintain that certification in the employment file.

**18.2 Refresh Screening**

The Contractor shall ensure that all background screenings are refreshed every five years from the time initially performed for each Person during the Term of the Contract.

**18.3 Monthly Reporting**

The Contractor is required to submit a written report to the Department's Contract Manager within 15 days from the end of each month listing those Persons who have been screened, those Persons with a Criminal Finding who have been removed from performing services or having access to state of Florida Data, and those Persons with a Criminal Finding that the Contractor has allowed to continue providing services or allowed access to state of Florida Data through the process described above. The monthly report by the Contractor shall at a minimum include the name of the Person, the title of the Person's position, a description of the job, and a description and date of the Criminal Finding and, where applicable, an updated status of the court proceeding or ultimate disposition.

**SECTION 19. PERFORMANCE BOND**

Prior to execution of a contract, the Contractor will deliver to the Department's Contract Manager a Performance Bond or Irrevocable Letter of Credit in the amount of \$100,000. The bond or letter of credit will be used to guarantee at least satisfactory performance throughout the term of the Contract.