

STATE OF FLORIDA
DEPARTMENT OF REVENUE
STANDARD CONTRACT

THIS CONTRACT is entered into between the State of Florida, Department of Revenue, hereinafter referred to as the "Department," and Nassau Board of County Commissioners hereinafter referred to as the "contractor."

I. THE CONTRACTOR AGREES:

A. Contract Document

- 1. To provide commodities and services indicated on Attachment A in accordance with the terms and conditions specified in this contract. Purchase order(s) may be issued to the contractor annually. This contract was established by the following procurement method: sole source to government.
- 2. That the contract document consists of all attached documents, and that the order of precedence is established in Attachment B:

B. Governing Law

That this contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law including Florida provisions for conflict of laws. Venue shall be Tallahassee, Florida.

C. Invoicing and Travel

- 1. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
- 2. That where itemized payment for travel expenses are permitted in this contract, to submit bills for any travel expenses in accordance with section 112.061, F.S. or at such lower rates as may be provided in this contract.
- 3. That invoices shall be submitted to the following address:

E-mail: sheriff_invoices@dor.state.fl.us
or FAX to: 850-921-1344 Attn. Invoice Unit

D. Records and Retention

- 1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this contract.
- 2. To retain, at no additional cost to the Department, all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after completion of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records and documents shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
- 3. Upon demand and at no additional cost to the Department, the contractor will facilitate the duplication and transfer of any records or documents during the required retention period.

E. Audits, Inspections, Investigations and Monitoring

- 1. To allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(11), F.S., made or received by the contractor in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the contractor's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate the contract.
- 2. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.
- 3. To permit persons duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the contractor which are relevant to this contract; and to interview any clients, employees and subcontractor employees of the contractor to assure the Department of the satisfactory performance of the terms and conditions of this contract. Following such review, the Department will deliver to the contractor a written report of its findings and where appropriate, a request for the contractor to submit a corrective action plan (see subsection III.C.).
- 4. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General (Section 20.055, Florida Statutes), and/or the Auditor General of Florida.
- 5. To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts

and assignments.

6. To provide a financial and compliance audit to the Department as specified in N/A and to ensure that all related party transactions are disclosed to the auditor.

F. Indemnification

NOTE: Except to the extent permitted by s.768.28, F.S., or other applicable Florida Law, Paragraphs I.F.1. and 2. are not applicable to contracts executed between state agencies or subdivisions.

1. To be liable for and indemnify, defend, and hold the Department and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the contractor, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof.
2. That its inability to evaluate its liability or its evaluation of liability shall not excuse the contractor's duty to defend and to indemnify within seven (7) days after notice by the Department by certified mail. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the contractor not liable shall excuse performance of this provision. The contractor shall pay all costs and fees including attorneys' fees related to these obligations and their enforcement by the Department. The Department's failure to notify the contractor of a claim shall not release the contractor from these duties. The contractor shall not be liable for the sole negligent acts of the Department.
3. That it is an independent contractor and not an agent or employee of the Department.

G. Insurance

To provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s). By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the contractor and the customers to be served under this contract. Within five (5) business days of the execution of this contract, the contractor shall furnish to the contract manager, written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance as may be specified in this contract.

H. Confidentiality of Information

To abide by the state legislative and federal policy concerning safeguarding confidential information obtained from state taxpayers, child support recipients, and other sources. By signing this contract contractor acknowledges on behalf of contractor and subcontractors employees, that the policy is understood and that no specific taxpayer or child support information possibly obtained while providing services for the Department, will be released. Contractor also agrees, if requested by the Department, to require contracted and subcontracted personnel assigned to work this contract, to sign an Individual Contractor Security Agreement Form (Attachment G) within five (5) business days of the signing of this contract or hire and to provide the original signed agreement to the contract manager.

1. That disclosure of taxpayer information or information relative to custodial parents - no matter how it was obtained by the Department - including information contained on tax returns, received in phone calls, or any communication is prohibited. A tax return and all information contained on it is confidential. This includes any document submitted to the Department by any person, any amendment or supplement and all supporting schedules, attachments or lists.
2. That disclosure of a taxpayer's or custodial parent's identity, the nature, source, or amount of his/her income, payments, receipts, deductions, exemptions, credits, assets, liabilities, net worth, tax liability, or any other information about a person obtained by the Department is prohibited. Identity includes the name of a person, his or her mailing address, his or her taxpayer identifying number or social security number, or any combination thereof. Disclosure means making known to any person in any manner whatsoever, the contents of a return, return information, or the identity of a taxpayer or custodial parent.
3. That the Department has an obligation to the taxpayer and custodial parent and a lawful duty to protect the confidentiality of taxpayer and child support information. Taxpayers and custodial parents expect the Department to take the necessary measures to protect their right to privacy. Therefore, each person given access to confidential information must ensure the confidentiality of the information entrusted to the Department and prevent its unauthorized disclosure.
4. THAT IF THERE IS ANY DOUBT OR UNCERTAINTY CONCERNING DISCLOSURE OF TAXPAYER OR CHILD SUPPORT INFORMATION, THE INFORMATION MUST NOT BE DISCLOSED. Any questions should be directed to the contract manager who will discuss the question with the Department's Office of General Counsel.
5. Pertaining to IRS Tax Return information:
 - a. That information available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the Department is prohibited.

- b. That the contractor agrees to completely purge tax return data processed during the performance of this contract from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor agrees to safeguard any IRS data remaining in any storage component to prevent unauthorized disclosures.
- c. That any spoilage or any intermediate hard copy printout that may result during the processing of IRS data must be given to the Department. When this is not possible, the contractor is responsible for the destruction of the spoilage or any intermediate hard copy printouts, and must provide Department with a statement containing the date of destruction, description of material destroyed, and the method used.
- d. That no work involving federal tax information furnished under this contract will be subcontracted without prior written approval of the Department and the IRS.
- e. That the contractor must maintain a list of employees authorized to access IRS tax information. Such list is to be submitted to the Department's contract manager annually and, upon request, to the IRS reviewing office.
- f. To safeguard all return information as outlined in Sections 1 through 11 in IRS Publication 1075 (rev. 6/2000) or any subsequent publication.
- g. That the Department retains the right to terminate this contract if the contractor fails to provide the safeguards described above.
- h. That disclosure of tax returns or tax return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five (5) years, or both, and the costs of prosecution. Unauthorized disclosure of returns or return information may also result in civil damages in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- i. That information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as one (1) year, or both, and the costs of prosecution. Any such unauthorized inspection or disclosure of returns or return information may also result in civil damages in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC Section 7213A and 7431.
- j. That it is incumbent upon the contractor to inform its staff and subcontractors of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to Department records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established hereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or Department not entitled to receive it, shall be guilty of a misdemeanor and fined up to \$5,000.
- k. That the IRS and Department shall have the right to send its officers and employees into the offices and plants of the contractor or subcontractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be non-compliant with contract safeguards.

I. Assignments and Subcontracts

- 1. To neither assign the responsibility for this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Department which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the Department shall be null and void.
- 2. To be responsible for all work performed and for all products produced pursuant to this contract whether actually furnished by the contractor or its subcontractors. Any subcontracts shall be evidenced by a written document. The contractor further agrees that the Department shall not be liable to the subcontractor in any way or for any reason. The contractor, at its expense, will defend the Department against such claims.
- 3. To make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Department in accordance with s. 287.0585, F.S., unless otherwise stated in the contract between the contractor and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the contractor and paid to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.
- 4. That the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the contractor. In the event the State of Florida approves transfer of the contractor's obligations, the contractor remains responsible for all work performed and all expenses incurred in connection with the contract. This contract shall remain binding upon the successors in interest of either the contractor or the Department.

J. Return of Funds

To return to the Department any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this contract that were disbursed to the contractor by the Department. In the event that the contractor or its independent auditor discovers that an overpayment has been made, the contractor shall repay said overpayment immediately without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the contract manager, on behalf of the Department, will notify the contractor by letter of such findings. Should repayment not be made forthwith, the contractor will be charged at the lawful rate of interest on the outstanding balance after Department notification or contractor discovery.

K. Purchasing

1. To purchase articles which are the subject of or are required to carry out this contract from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the contractor shall be deemed to be substituted for the Department insofar as dealings with PRIDE. **This clause is not applicable to subcontractors unless otherwise required by law.** An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE at (850) 487-3774.
2. To purchase products and services available from the Blind or Handicapped in accordance with Section 413.036(3), F.S. which states: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.
3. To procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of sections 403.7065, and 287.045, F.S.
4. MyFlorida MarketPlace Fee

That the State of Florida has instituted MyFloridaMarketPlace, a statewide e-Procurement system. Pursuant to section 287.057, Florida Statutes, all vendors wishing to do business in Florida, must register through the MyFloridaMarketPlace website on the Internet unless exempt pursuant to 60A-1.032, F.A.C. Additionally, all payments made to a non-exempt vendor shall be assessed a Transaction Fee of one percent (1.0%), which is paid to the State.

For payments made to the contractor through the State's accounting system (FLAIR or its successor), the Transaction Fee shall be, when possible, automatically deducted from the payments to the contractor. If automatic deduction is not possible, the contractor shall pay the Transaction Fee following the process outlined in Rule 60A-1.031(2), F.A.C. This rule requires the contractor to submit reports on a periodic basis which identify payments received from State entities and then to submit payment of the Transaction Fee accordingly. By submission of these reports and corresponding payments, the vendor certifies their correctness. All such reports and payments are subject to audit by the State or its designee.

The contractor shall receive credit for any Transaction Fee paid for the purchase of any item(s) if such item(s) are returned to the contractor through no fault, act, or omission of the contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the contractor's failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the contractor in default and recovering re-procurement costs from the contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

L. Non-discrimination Requirements

That the contractor will not discriminate against any employee in the performance of this contract or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. The contractor further assures that all subcontractors, sub grantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees because of age, race, religion, color, disability, national origin, marital status or sex. This is binding upon the contractor employing fifteen (15) or more individuals.

M. Employment of Illegal Aliens

That unauthorized aliens shall not be employed by the contractor. The Department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of this contract by the Department.

N. Independent Capacity of the Contractor

1. To act in the capacity of an independent contractor and not as an officer, employee of the State of Florida, except where the contractor is a state agency. Neither the contractor nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the Department unless specifically authorized in writing to do so.
2. That this contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract.
3. To take such actions as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
4. That the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the contractor, or its subcontractor or assignee, unless specifically agreed to by the Department in this contract.
5. That all deductions for social security, withholding taxes, income taxes, garnishment or other court reductions in pay, contributions to unemployment compensation funds and all necessary insurance for the contractor, the contractor's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the contractor.

O. Sponsorship

That as required by section 286.25, F.S., if the contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (contractor's name) and the State of Florida, Department of Revenue." If the sponsorship reference is in written material, the words "State of Florida, Department of Revenue" shall appear in the same size letters or type as the name of the organization. Such sponsorship is subject to the prior written approval of the Department.

P. Publicity

That without limitation, the contractor and its employees, agents, and representatives will not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State affiliate or any officer or employee of the State, or represent, directly or indirectly, that any product or service provided by the contractor has been approved or endorsed by the State, or refer to the existence of this contract in press releases, advertising or materials distributed to the contractor's prospective customers.

Q. Final Invoice

To submit the final invoice for payment to the Department no more than forty five (45) days after the contract ends or is terminated. If the contractor fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports, deliverables and tasks due from the contractor pursuant to this contract and necessary adjustments thereto have been approved by the Department.

R. Lobbying

To comply with the all applicable lobbying regulations, including Sections 11.062 and 216.347, F.S., which limit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

S. Public Entity Crime

That pursuant to section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or the repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY 2 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

T. Patents, Copyrights, Royalties and Rights to Products

1. That if any discovery or invention arises or is developed in the course of or as a result of work or services performed under this contract, or in anyway connected herewith, the contractor shall refer the discovery or invention to the Department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.
2. That in the event that any books, manuals, films, or other copyrightable materials are produced, the contractor shall notify the Department for referral to the Department of State. Any and all copyrights accruing under or in connection with performance under this contract are hereby reserved to the State of Florida.

3. That the contractor, if not a state agency, shall indemnify, save and hold the Department and its employees harmless from any liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the contractor in the performance of this contract.
4. That the Department will provide prompt written notification to the contractor of any claim of copyright or patent infringement as provided in section 286.021, F.S. Further, if such claim is made or is pending, the contractor may, at its option and expense, procure for the Department, the right to continue use of, replace, or modify the article to render it non-infringing. If the contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract.
5. That if activities supported by this contract produce writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department do so.

U. Emergency Preparedness

That upon request from the Department, the contractor shall, within 30 days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include provisions for pre-disaster records protection, and an alternative recovery plan that will allow the contractor to continue functioning in compliance with the executed contract in the event of an actual emergency. The Department agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such contractor in order to assure implementation of agreed emergency relief provisions.

V. Criminal Background Checks

That the Department reserves the right to request criminal background checks on any contractor staff that has access to DOR information resources or facilities. If the access is apparent to the Department at the inception of the contract, the Contractor will be required to sign Attachment H, Criminal Background Check Requirements. In the event, that the Department did not require the Criminal Background Check at the inception of the contract, but determines that Criminal Background Check(s) are required at any time during the contract, the contractor agrees to perform and provide the Criminal Background Check information upon written request from the Department.

No later than seven (7) business days after the Contractor is notified in writing by the Department, the contractor must present a list to the DOR Contract Manager of all its employees who will have access to DOR information resources or facilities. The DOR Contract Manager will then designate which employees require a criminal background check.

The criminal history check must be completed for those so designated within 30 days after notification to the Contractor. If the Contractor adds additional employees during the term of the contract that have access to DOR facilities or DOR information resources, the names of those employees must be provided to the Contract Manager within 7 days of beginning work. The Contract Manager will then designate which employees require a criminal background check. The check must be completed within 30 days of notification to the Contractor.

Criminal history checks must be conducted through the state crime bureau in each state where the contract employee indicates residence, employment, education, and /or training over the past ten years. A state crime bureau is the entity, charged by law, responsible for collection, retention, and dissemination of state criminal history records. All criminal history records identified must be provided to DOR for review and acceptance of the records. In the event the records reveal evidence of a crime which is unacceptable, as determined by DOR, the contractor agrees to remove the employee from the worksite and terminate the employee's access to DOR information resources.

Refusal to submit the Criminal Background Check information as required by this contract may result in termination of the contract.

W. ACCESS TO DEPARTMENT INFORMATION RESOURCES AND FACILITIES

1. Granting Access

- a. Any time during the life of the contract, the Contractor may submit a request for specific authorized access to Department information resources and facilities for contractor and agent staff. Resources and facilities to which specific authorized access may be requested include but are not limited to:

- Office Buildings
 - Restricted Rooms within Office Buildings
 - Restricted Data
 - Department Intranet
 - Department Network
 - Data Management Systems such as FLORIDA, CAMS and Suntax
- b. A list of contractor and agent staff needing access, whether containing one name or more, shall:
- Be provided in writing to the Department Contract Manager,
 - Contain name, role, telephone number, E-mail address, work location, access desired, justification, and the effective date of the desired access for each person listed; and
 - Be provided at least five (5) business days in advance of the need for access.
- c. Upon receipt of the list, the Department Contract Manager will determine the appropriateness of each access request and work with the Contractor to obtain the appropriate accesses.
- d. Contractor and agent staff may be required to sign Department or other agency security forms to gain access. Additionally, staff may be required to view security videos, take on-line or instructor-led training, and review Department policies.
- e. **Until access is formally granted and written confirmation is provided to the Contractor by the Department Contract Manager, Contractor and agent staff are prohibited from accessing any Department information resources or facilities without Department staff supervision.**
- f. Contractor or agent staff must not share user names, passwords, or security devices for access to Department information resources or facilities. The Department will terminate the staff's authorized access and may initiate other contractual remedies if sharing occurs.
2. Changing and Terminating Access
- a. For Contractor and agent staff having specific authorized access to Department information resources and facilities, the Contractor must notify the Department Contract Manager, in writing, no less than five (5) business days in advance of any one of the following changes:
- Separation,
 - Termination,
 - Reassignment to another project, or
 - Change in the type of access required.
- b. Notification shall include name, role, telephone number, E-mail address, nature of the change and effective date of change. Changes to access type must also include a justification for the change.
- c. Changes to the type and frequency of the access may require contractor and agent staff to sign new or amended Department or other agency security forms, to view security videos or to review Department policies.
- d. For separated, terminated or reassigned staff, the Contractor is responsible for completing and submitting the following to the Department Contract Manager on or before the effective date of the change:
- returning all security identification and access devices; and
 - obtaining written acknowledgement stating they understand they remain subject to the confidentiality provisions of this contract, specifically but not limited to, Section I.H.
3. Access Update
- a. The Contractor shall provide to Department Contract Manager on a monthly basis, an updated list of contractor and agent staff having been granted access to Department information resources and facilities.
- b. Additionally, the Department may request the Contractor to provide an updated list of persons having access to Department information resources or facilities. This list shall be provided within two (2) business days of request.
- c. The list shall contain at a minimum, name, role, telephone number, E-mail address, work location, accesses and the date each access was granted.

II. THE DEPARTMENT AGREES:

A. Contract Amount

To pay for contracted commodities and services according to the terms and conditions of this contract in an amount not to exceed \$N/A - RATE AGREEMENT, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

B. Contract Payment

That pursuant to section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care contractors for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount.

Payments to health care contractors for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a contractor due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the contractor requests payment.

C. Vendor Ombudsman

That a Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in subsection 215.422 (7), F.S., which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724. An automated payment history line (850) 413-7269 is available for payment history and pending payment information.

III. THE CONTRACTOR AND DEPARTMENT MUTUALLY AGREE:

A. Effective and Ending Dates

That this contract shall begin on July 1, 2009, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, Eastern Time, on June 30, 2014. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

B. Contract Renewal

That in accordance with Florida Statutes and upon mutual agreement, the Department and the contractor may renew the contract, in whole or in part, for a period that may not exceed three (3) years or the term of the contract, whichever period is longer. The renewal may be divided into increments, may be for a complete term, or any combination thereof. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds for this contract. For this contract, there shall be three (3) one (1) year optional renewal periods.

C. Corrective Action Plan

1. That should the Department identify any deficiency based on contract requirements, which the Department, in its sole discretion, deems to be of significant magnitude, the Department may notify the contractor of the deficiency and of the need to submit a corrective action plan (CAP).
2. That upon such notification, the contractor shall submit a formal written CAP within ten (10) business days of the date of the letter from the Department requiring submission of a CAP. The CAP shall be sent to the CSE contract manager for review approval determination.
3. That the Department shall notify the contractor in writing of the acceptance or unacceptability of the CAP within ten (10) business days of receipt of the CAP. If the CAP is unacceptable, the Department shall provide a written statement identifying in reasonable detail, why the Department believes the CAP will not result in correction of the cited deficiencies. The contractor shall have ten (10) business days from receipt of the rejection letter to submit a revised CAP or letter of explanation.
4. That upon acceptance of the CAP, the contractor shall have, at the discretion of the Department, up to sixty (60) calendar days to implement and successfully complete the agreed upon CAP. Acceptance of the CAP by the Department does not guarantee the implementation will result in elimination of future deficiencies.
5. That the CAP will remain in effect until all deficiencies are corrected. Updates on the status of the plan will be required as determined by the Department's contract manager.

6. That the contractor's failure to respond to a request for a corrective action plan or failure to meet the corrective action plan may result in termination of the contract, pursuant to the termination provisions set forth in this contract. The Department reserves the right to exercise other remedies as permitted by law.

D Termination

1. That this contract may be terminated by the Department without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a shorter time is mutually agreed upon in writing.
2. In the event funds for payment pursuant to this contract become unavailable, the Department may terminate this contract upon no less than twenty-four (24) hours notice in writing to the contractor. The Department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the contractor will be compensated for any work satisfactorily completed.
3. That this contract may be terminated for the contractor's non-performance upon no less than twenty-four (24) hours notice in writing to the contractor. If applicable, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Department's right to remedies at law or in equity.
4. That failure to have performed any contractual obligations with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. To be terminated as a contractor under this provision, the contractor must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract terminated by the Department for cause.
5. That written notice of termination shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the contractor responsible for administration of the program as appropriate.

E. Renegotiations or Modifications

1. That modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.
2. That the parties agree to renegotiate this contract if federal and/or state revisions of any applicable laws, or regulations make changes in this contract necessary.

F. Notice

That any notice, that is required under this contract shall be in writing, and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent by the Department to the representative of the contractor responsible for administration of the program, at the designated address indicated in III.G.3 and by the contractor, to the Department's Contract Manager indicated in III.G.4.

G. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

1. The contractor name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:
Nassau Board of County Commissioners
76347 Veterans Way
Yulee, Fl. 32097
2. The name of the contractor's contact person and street address where financial and administrative records are maintained is:
John A. Crawford

76347 Veterans Way, Suite 4000
 Yulee, Fl. 32097

3. The name, address, and telephone number of the representative of the contractor responsible for administration of the program under this contract is:

T. L. "Tommy" Seagraves, Jr.
 76001 Bobby Moore Circle
 Yulee, Fl. 32097

4. The name, address, and telephone number of the contract manager for the Department for this contract is:

Martin Ehlen
Florida Department of Revenue
Child Support Enforcement Program
Contract Management
4070 Esplanade Way
Tallahassee, FL 32399-3150
ehlenm@dor.state.fl.us
850/487-6790
Fax: 850/921-1344

5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

H. All Terms and Conditions Included

This contract and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken. Attachments and exhibits to this contract which apply, and therefore are incorporated by reference include (those indicated with a checked box (☒)):

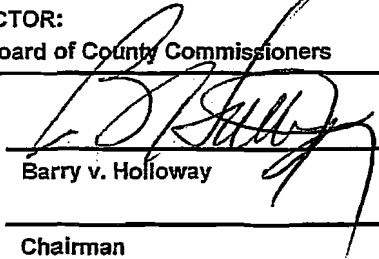
| Applicable attachments: ☒ indicates the attachment applies to this contract. | | |
|--|-----------------|--|
| | Attachment # | Attachment Title |
| X | Attachment A | Scope of Work/Additional Provisions |
| | Attachment B | Order of Precedence (and Contract Content) |
| X | Attachment C(1) | Required Certifications (Non-Attorney) |
| ☐ | Attachment C(2) | Required Certifications (Attorney) |
| X | Attachment D | Additional Provisions for Federally Funded Contracts |
| X | Attachment E | Certification Regarding Debarment, Suspensions |

| | | |
|-------------------------------------|--------------|---|
| <input checked="" type="checkbox"/> | Attachment F | Certification Regarding Lobbying |
| <input type="checkbox"/> | Attachment G | Individual Contractor Security Agreement Form |
| <input type="checkbox"/> | Attachment H | Criminal Background Check Requirements |
| <input type="checkbox"/> | Attachment I | Compliance with the Florida Single Audit Act (Property Appraiser) |
| <input type="checkbox"/> | Attachment J | Access to Department Information Resources and Facilities |
| <input type="checkbox"/> | Attachment K | Other - See attachment for details |
| <input type="checkbox"/> | Attachment L | Other - See attachment for details |
| <input type="checkbox"/> | Attachment M | Other - See attachment for details |

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III.H. above.

IN WITNESS THEREOF, the parties hereto have caused this twenty three (23) page contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:
Nassau Board of County Commissioners

SIGNED BY: 

NAME: Barry v. Holloway

TITLE: Chairman

DATE: 7/8/09

Contractor MFMP Vendor #
(Federal EID # or SSN and MFMP Extension): 59-1863042

FLORIDA DEPARTMENT OF REVENUE

SIGNED BY: _____

NAME: Nancy L. Kelley

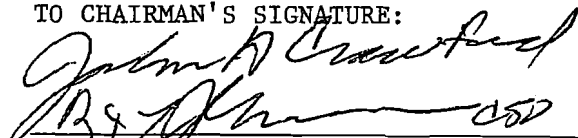
TITLE: Director, Administrative Services Program

DATE: _____

FLORIDA DEPARTMENT OF REVENUE
Office of the General Counsel

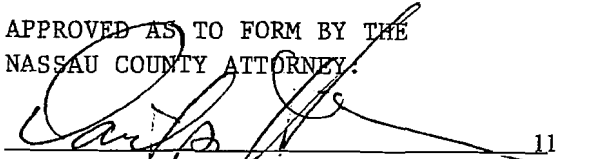
Approved as to form and legal content

ATTESTATION: ONLY TO AUTHENTICITY AS TO CHAIRMAN'S SIGNATURE:


 JOHN A. CRAWFORD
 EX-OFFICIO CLERK

EBK 7/8/09

APPROVED AS TO FORM BY THE NASSAU COUNTY ATTORNEY:


 DAVID A. HALLMAN

Attachment A –
Scope of Work/Additional Provisions

A. General Provisions

1. The sheriff shall promptly attempt service pursuant to Section 30.231, Florida Statutes, on all Title IV-D Child Support Enforcement actions that are referred by the Department, or its designee.
2. The sheriff is to maintain sufficient staff, facilities and equipment to deliver the agreed upon services or to notify the Department 30 days in advance whenever the sheriff is unable, or is going to be unable, to provide the required quality or quantity of services.
3. Under the provisions of the law and the terms of this contract, the service provided by the sheriff includes:
 - a. Personal Service [substitute service is permissible, excluding other parties in the case, see Section 48.031 (2)(a) F.S.]
 - b. Service of Subpoena, except witness subpoenas
 - c. Execute on Writ of Bodily Attachment
4. Subject to the terms and the provisions of 45 C.F.R., Part 74, the Department shall reimburse the county for expenditures made in accordance with the established Federal Financial Participation (FFP) rate, as stipulated in this contract, subject to the availability of funds and any related federal and/or state legislated changes.

B. Service of Process Provisions

1. Manner of Service

- a. The sheriff shall attempt to promptly obtain child support summons, and thereafter serve process within seven (7) calendar days of receipt of the request. If process is not served on the first attempt, the sheriff shall make a minimum of two additional attempts to serve process within twenty-one (21) calendar days after receipt.
- b. Given the critical issue of effective and timely service of process, it is incumbent upon the sheriff to attempt to serve a respondent at any address necessary to effect service. These attempts should include, but are not limited to, serving a respondent during employment hours at the respondent's place of employment, outside employment hours at the respondent's residence, or at any other additional address(es), when multiple addresses are provided by the Department or some other source. To effect a successful service, the sheriff should attempt service at as many of the addresses provided and at different time intervals.

The Sheriff shall determine the most appropriate time to attempt service and such attempts may include nights or weekends.

- c. (1) Within seven (7) calendar days of successful service, the sheriff shall provide the Department, or its designee (to be provided by CSE in written form to the Sheriff), a copy of the sheriff's return indicating service has been perfected and the address at which it was perfected as well as any other information listed in Attachment A, Exhibit 4.

- (2) Within seven (7) calendar days of successful service, the sheriff shall provide the Clerk of Court the original documents indicating service has been perfected and the address at which it was perfected as well as any other information listed in Attachment A, Exhibit 4.

d. (1) Within seven (7) calendar days of the final attempt in an unsuccessful service, the sheriff shall provide the Department, or its designee (to be provided by CSE in written form to the Sheriff), a copy of the sheriff's return indicating service has not been perfected and specifically state on the service return form the reason(s) for lack of service for each address attempted as well as any other information listed in Attachment A, Exhibit 4.

(2) Within seven (7) calendar days of the final attempt in an unsuccessful service, the sheriff shall provide the Clerk of Court the original documents indicating service has not been perfected and specifically state on the service return form the reason(s) for lack of service for each address attempted as well as any other information listed in Attachment A, Exhibit 4.

(3) If the location information on the request is erroneous, the Sheriff shall return the request to the issuing office within seven (7) calendar days of the last attempt. Failure to serve at the address(es) provided does not excuse the sheriff from the duty to exercise due diligence in locating the person to be served.

e. If the court orders the person served to pay the service of process, the payment shall be directed to the county which will retain the prevailing local match rate (34%) of the payment. The remaining match rate (66%) should be used to reduce the total bill to the Department for the month in which the person served actually made the payment. The invoice must show the names of all persons served who made payments so that cost records can be updated by the Child Support Enforcement Program.

2. Method of Payment

a. Only one request for payment shall be submitted for each original service document. The forms in Attachment A, Exhibits 1-3, shall be used to send your request for payment for services to the Department. These forms shall be submitted electronically and attached to an email, or they may be FAXED until there exists electronic processing functionality, and each monthly invoice shall include an authorized signature certifying that service of process has been attempted and/or executed. The forms have been supplied to the appropriate board or sheriff's office in Microsoft Excel format, and shall be sent each month after completion to:

**E-mail: sheriff_invoices@dor.state.fl.us
or FAX to: (850) 921-1344 Attn. Invoice Unit**

The invoice for payment shall be received by the Department within 45 days after the end of the month in which services are rendered.

b. The county will be reimbursed for service on judicial and administrative summons at the prevailing rate of Federal Financial Participation, 66% of the \$20.00 fee (\$13.20) for original service in Title IV-D cases. This reimbursement amount includes all costs associated with each service on judicial and administrative summons

c. Additional fees may be paid for alias and pluries documents when service was not perfected on the original documents in that county by that sheriff. "Alias" is defined as the second document issued subsequent to the original document which is for the same person in the same county and the same cause of action as the original. "Pluries" is defined as the third or subsequent document issued to the alias document which is for the same person in the same county and the same cause of action as the original. Should the person, county or cause of action cited in the alias or pluries differ from the original request, it shall be considered a new request.

C. Writ of Bodily Attachment Provisions

1. Manner of Service

a. The sheriff shall attempt to execute a writ within seven (7) calendar days of receipt of the request. If a writ is not executed on the first attempt, the sheriff shall make a minimum of two additional attempts to execute the writ within twenty-one (21) calendar days after receipt.

b. Given the critical issue of effective and timely execution of writs, it is incumbent upon the sheriff to attempt to execute a writ on a respondent at any address necessary to execute the writ. These attempts should include, but are not limited to, serving a respondent during employment hours at the respondent's place of employment, outside employment hours at the respondent's residence, or at any other additional address(es), when multiple addresses are provided by the Department or some other source. To effect a successful writ execution, the sheriff shall attempt execution at as many of the addresses provided and at different time intervals.

The Sheriff shall determine the most appropriate time to attempt service and such attempts may include nights or weekends. After the service is executed it shall be entered into the FCIC within three (3) business days.

c. (1) Within seven (7) calendar days of successful execution of a writ, the sheriff shall provide the Department, or its designee (to be provided by CSE in written form to the Sheriff), a **copy** of the sheriff's return indicating that the writ has been executed and the address at which it was executed.

(2) Within seven (7) calendar days of successful execution of a writ, the sheriff shall provide the Clerk of Court the **original** documents indicating the writ has been executed and the address at which it was executed.

Failure to execute the writ at the address(es) provided does not excuse the sheriff from the duty to exercise due diligence in locating the person to be served.

d. Since the respondent is required to carry the purge payment receipt for 30 days, the sheriff should establish, audit and monitor a procedure that will ensure removal, within thirty (30) calendar days, of all completed or rescinded writs from the Florida Crime Information Center (FCIC) telecommunications system, per Section 61.11(2)(e), F.S.

e. If the court orders the person served to pay the writ of bodily attachment fee, the payment shall be directed to the county who will retain the prevailing local match rate (34%) of the payment. The remaining match rate (66%) should be used to reduce the total bill to the Department for the month in which the person served actually made the payment. The invoice must show the names of all persons served who made payments so that cost records can be updated by the Child Support Enforcement Program.

2. Method of Payment

a. Only one request for payment shall be submitted for each writ of bodily attachment document. The forms in Attachment A, Exhibits 1-3, shall be used to send your request for payment for the writs of bodily attachment to the Department. These forms shall be submitted electronically and attached to an email or they may be FAXED until there exists electronic processing functionality, and each monthly invoice shall include an authorized signature certifying that writs of bodily attachment have been attempted and/or executed. The forms have been supplied to the appropriate board or sheriff's office in Microsoft Excel format, and shall be sent each month after completion to:

**E-mail: sheriff_invoices@dor.state.fl.us
or FAX: 850-921-1344 Attn. Invoice Unit**

The invoice for payment shall be received by the Department within 45 days after the end of the month in which services are rendered.

b. The county will be reimbursed for judicial and administrative writs of bodily attachment at the prevailing rate of Federal Financial Participation, 66% of the \$70.00 fee (\$46.20) for a writ of bodily attachment. This reimbursement amount includes all costs associated with each writ of bodily attachment.

D. Special Provisions

1. Area of Service

The services required of the Sheriff pursuant to this contract shall be provided in the County shown on page one of this contract.

2. Modification of contract due to a change in Federal Financial Participation

In the event Federal Financial Participation funding is changed during the term of this contract, all parties agree that reimbursement by the Department shall be at the new prevailing rate. Notification of the change of Federal Financial Participation and its effective date will be reduced to writing and said notification shall be attached to the original contract.

3. Service to be Performed by the Department

a. To clearly identify all Title IV-D child support enforcement cases referred to the sheriff for which service or writ of bodily attachment is requested.

b. To provide directly to the sheriff the best known address(es) where the person may be served or the writ executed.

4. Modification of Contract due to Statutory Fee Changes

In the event that the service fee and/or writ of bodily attachment fee is changed during the term of the contract, all parties agree that reimbursement by the Department shall be made at the new statutory fee upon effective date as required by the statute. A copy of the statutory change and its effective date shall be attached to the original contract.

5. Photographic images provided by the Department

Photographic images provided by the Department are only for use with service of process and writs, as specified in section 322.142, Florida Statutes (2006).

This information is considered privileged and confidential. Any disclosure, distribution, or copying of this photographic image, or the information in it, is strictly prohibited.

Upon completion of service or writ activities, the photographic image(s) must be destroyed by:

- a. Shredding to effect 5/16-inch wide or smaller,
- b. Burning (ensuring that all pages are fully consumed),
- c. Rendering unreadable and unreconstructable.

If your office is not equipped to destroy the image as required, for proper destruction return it by Mail (certified, return receipt requested) or by courier/messenger service to either the child support office associated with the service or writ request, or to the DOR/CSE address shown above.

Attachment A, Exhibit 1

Invoice

To: DOR/CSE
 Contract Management Office
 Invoice Section
 P.O. Box 8030
 Tallahassee, Florida
 32314-8030

Date: _____

| | |
|-----------------------------|------------------|
| County | Payment Address: |
| Contract Number | |
| Month/Year of Service MM/YY | |

| Total # Service of Process | Rate | Gross Amount | Reimbursement Rate 66% | Reimbursement Amount |
|---------------------------------------|-----------|--------------|------------------------|----------------------|
| | \$20.00 | \$0.00 | 66% | \$0.00 |
| Service of Process Adjustments | | | | |
| | (\$20.00) | \$0.00 | 66% | \$0.00 |
| Service of Process Subtotal | | | | \$0.00 |

| Total # of Writs | Rate | Gross Amount | Reimbursement Rate 66% | Reimbursement Amount |
|-------------------------|-----------|--------------|------------------------|----------------------|
| | \$70.00 | \$0.00 | 66% | \$0.00 |
| Writ Adjustments | | | | |
| | (\$70.00) | \$0.00 | 66% | \$0.00 |
| Writ Subtotal | | | | \$0.00 |

| | |
|------------------------------------|---------------|
| Invoice Total Reimbursement | \$0.00 |
|------------------------------------|---------------|

I certify the information above is true and correct.

Certifying Official _____
 Signature

 Date

To : Operational Accounting

The above charges have been reviewed and are approved for payment.

Amount approved. \$ _____
 Date approved. _____
 Approval Certification. _____

Attachment A, Exhibit 2
Invoice Summary Form Instructions

Instructions:

1. The vendor completes the light blue* areas:
 - a. Date
 - b. County
 - c. Contract Number
 - d. Month/Year of Service
 - e. Total # of Service of Process
 - f. Service of Process Adjustments
 - g. Total # of Writs
 - h. Writ Adjustments
 - i. Vendor Certifying Official
 - j. Date

2. The light green* areas are calculated.
 - a. Gross and Reimbursement Amounts
 - b. Service of Process Subtotal
 - c. Writ Subtotal
 - d. Invoice Total Reimbursement

3. The tan* areas are completed by CSE to validate payment.
 - a. Amount approved.
 - b. Date approved.
 - c. Approval Certification.

***Color coding is intended for electronic Micro Soft Excel spreadsheet reference. The monthly Invoice Form has previously been provided for use. Electronic files containing Attachment A Exhibit 1, 2, 3, and 4 have been e-mailed to the board or sheriff's office. Please note that most Florida counties are using Attachment A Exhibit 1, as shown above.**

**Attachment A, Exhibit 3
Monthly Itemized Invoice Sheet**

| | |
|-------------------|--|
| County | |
| Contract # | |
| # of SOP's | |
| # of Writs | |

| Defendant Information (Required) | | | | Plaintiff Information (Required) | | | WRITS | | Service of Process | |
|----------------------------------|----|-----------|------------|----------------------------------|----|-----------|---------------|---------------|--------------------|----------------|
| First Name | MI | Last Name | CSE Case # | First Name | MI | Last Name | Date Received | Date Executed | Date Received | Date Perfected |
| | | | | | | | | | | |
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Attachment A, Exhibit 4

**DOCUMENTATION FOR SUCCESSFUL AND UNSUCCESSFUL
SERVICE OF PROCESS ATTEMPTS**

ALL RETURNS SHOULD INCLUDE:

- A. The full names of both CP and NCP and the case number.
- B. Complete addresses for all attempts for service.
- C. Date and time for all attempts for service.
- D. All reasons for non-service attempts.
- E. Indication of manner of service return, i.e.: personal service or substitute, if substitute, the relationship of substitute.
- F. A list of all documents served on the NCP.

Attachment C(1)

Required Certifications -- Non-Attorney

I, _____ as an authorized representative of the contractor certify that

1. Statement of No Involvement

Neither I nor any person having interest in this firm has been awarded a contract by the Department of Revenue on a noncompetitive basis to:

- a. develop this solicitation packet;
- b. perform a feasibility study concerning the scope of work contained in this offer; or
- c. develop a program similar to what is contained in this offer.

2. Agreement to the Contract Terms and Conditions

I have authority to execute a binding contract on behalf of the contractor and agree to the conditions and the terms of the contract contained in the solicitation.

3. Contract Cancellation or Failure to have Contract Renewed

Neither I nor the firm has had a contract canceled nor have I nor the firm failed to have a contract renewed by any governmental agency based on substandard or lack of performance.

If the prospective contractor is unable to certify to any of these statements in the certification regarding contract cancellation and renewal, such prospective contractor shall attach an explanation.

4. Child Support Obligations

I, _____, as an authorized representative of the contractor, certify that I and all staff in my firm assigned to this contract are, to the best of my knowledge, current and will remain current with respect to any and all court ordered child support obligations, including medical child support. I further certify that individuals, who are not current with respect to any and all court ordered child support obligations, including medical child support, will not be hired to work on this contract.

5. Compliance with State and Federal Tax Laws

I, _____, as an authorized representative of the contractor, certify that I, all staff in my firm assigned to this contract, and the firm, are, to the best of my knowledge, in compliance with all state and federal tax laws, and shall remain in compliance throughout the term of this contract. I further certify that individuals who are not in compliance with all state and federal tax laws will not be hired to work on this contract.

By: _____

Date: 7/8/09

Attachment D

Additional Provisions for Federally Funded Contracts

1. The contractor shall comply with the provisions of 45 C.F.R., Parts 74 and 76, and/or 45 C.F.R., Part 92, and other applicable regulations as specified in this contract.
2. If this contract is valued at greater than \$100,000, the contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act, as amended (42 U.S.C. 1857(h), et seq.), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368, et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R., Part 15). The contractor shall report any violations of the above to the contract manager.
3. If this contract contains federal funding in excess of \$100,000, the contractor must, prior to contract execution, complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts (Attachment E) and the Certification Regarding Lobbying form (Attachment F). If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.
4. The CFDA number(s) is 93.563.
5. Pursuant to Federal regulations at 45 CFR 95.617, the Department shall "have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation."
The Federal Department of Health and Human Services, Administration for Children and Families, "reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications, and documentation.
6. At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 45 CFR, Section 92.36(i)(10), shall be allowed full access to and the right to examine any of the contractor's contracts and related records and documents, regardless of the form in which kept.
7. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature with matching funds made available by the Federal government.
8. If checked, the following also applies:
 1. The contractor shall be considered a sub-recipient of federal program funds under all requirements of this Contract. The contractor will be subject to audit requirements under Federal OMB Circular A-133 and other state and federal laws and regulations.
 2. An annual audit of the contractor shall be performed by a certified public accounting firm. Said audit shall be provided to the department within fifteen (15) business days after receipt of the report from the auditing

By: _____

Date: 7/8/09

Attachment E

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Contracts/Subcontracts**

Pursuant to 45 C.F.R., Part 76, this certification is required by federal regulations.

1. Each contractor whose contract/subcontract contains federal monies must sign this certification prior to execution of each contract/subcontract. Additionally, contractors who audit federal programs must also sign, regardless of the contract amount.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The contractor shall provide immediate written notice to the contract manager at any time the contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, (52 Fed. Reg., pp. 20360-20369). You may contact the contract manager for assistance in obtaining a copy of those regulations.
5. The contractor agrees that by submitting this certification it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The contractor further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment contains federal monies, to submit a signed copy of this certification.
7. The Department may rely upon a certification of a contractor that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certifications must be kept at the contractor's business location.

CERTIFICATION

- (1) The contractor certifies, by signing this certification, that neither the contractor and the contractor's principals:
 - (A) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal Department or agency;
 - (B) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (C) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph B of this certification; and,
 - (D) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the contractor is unable to certify to any of the statements in this certification, such contractor shall attach an explanation to this certification.

By: _____

Date: 7/8/09

Attachment F

Certification Regarding Lobbying
For Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

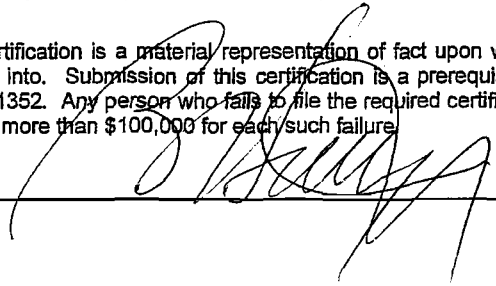
- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transactions was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____



Date: _____

7/8/09