



From: "Stalnaker, Alyson" <Alyson.Stalnaker@eog.myflorida.com>
Date: Monday, September 21, 2020 at 2:00 PM
To: AO Records <records@americanoversight.org>
Cc: "Hendricks, Courtney" <Courtney.Hendricks@eog.myflorida.com>
Subject: Public Records Request

EXTERNAL SENDER

Good afternoon,

A search of the Executive Office of the Governor's files has produced 62 pages responsive to your request as stated in the attached. You may find your records on the Governor's website at the link provided below under "09-21-2020_Evers,_A._17-G_Responsive_Documents". Thank you for contacting the Executive Office of the Governor.

https://fleog.sharepoint.com/sites/Open_Gov/_layouts/15/guestaccess.aspx?folderid=016abbcf28f6b45eeafbcad39c93f11ca&authkey=AfXWu3zOIQbHpexTx-VRTDs

Sincerely,

Alyson Stalnaker

Administrative Assistant
Executive Office of the Governor
Office of the General Counsel
(850) 717-9310

Please note that Florida has a broad public records law and correspondence sent to me, which is not confidential or exempt pursuant to Chapter 119 of the Florida Statutes, is a public record made available upon request.

Hendricks, Courtney

From: Eller, Charles <Charles.Eller@telaforce.com>
Sent: Sunday, April 5, 2020 3:21 PM
To: McManus, Brian; Lawson, Ken; Satter, Jonathan; Steffens, Damon
Cc: Lukis, Adrian
Subject: Re: [EXTERNAL] - RE: TelaForce Titan contract

Thank you. We look forward to the opportunity of supporting this effort and working with your team.

Charlie

From: McManus, Brian <Brian.McManus@deo.myflorida.com>
Sent: Sunday, April 5, 2020 2:19:01 PM
To: Eller, Charles <Charles.Eller@telaforce.com>; Lawson, Ken <Ken.Lawson@deo.myflorida.com>; Satter, Jonathan <Jonathan.Satter@dms.myflorida.com>; Steffens, Damon <Damon.Steffens@deo.myflorida.com>
Cc: Lukis, Adrian <Adrian.Lukis@eog.myflorida.com>
Subject: RE: [EXTERNAL] - RE: TelaForce Titan contract

We are good to go now. Our general counsel has reviewed and approved. No formal signature is required.

Brian McManus
Chief of Staff
Department of Economic Opportunity
www.floridajobs.org
Office: 850-245-7153



From: Eller, Charles <Charles.Eller@telaforce.com>
Sent: Sunday, April 5, 2020 3:12 PM
To: McManus, Brian <Brian.McManus@deo.myflorida.com>; Lawson, Ken <Ken.Lawson@deo.myflorida.com>; Satter, Jonathan <Jonathan.Satter@dms.myflorida.com>; Steffens, Damon <Damon.Steffens@deo.myflorida.com>
Cc: Lukis, Adrian <Adrian.Lukis@eog.myflorida.com>
Subject: RE: [EXTERNAL] - RE: TelaForce Titan contract

Received. Thank you Brian. Are we good to go now or do we still need the approval signature from your General Counsel?

Charlie

From: McManus, Brian <Brian.McManus@deo.myflorida.com>
Sent: Sunday, April 5, 2020 2:00 PM
To: Eller, Charles <Charles.Eller@telaforce.com>; Lawson, Ken <Ken.Lawson@deo.myflorida.com>; Satter, Jonathan <Jonathan.Satter@dms.myflorida.com>; Steffens, Damon <Damon.Steffens@deo.myflorida.com>
Cc: Lukis, Adrian <Adrian.Lukis@eog.myflorida.com>
Subject: FW: [EXTERNAL] - RE: TelaForce Titan contract

Fully executed contract is attached.

Brian McManus
Chief of Staff
Department of Economic Opportunity
www.floridajobs.org
Office: 850-245-7153



From: Lawson, Ken
Sent: Sunday, April 5, 2020 2:53 PM
To: McManus, Brian <Brian.McManus@deo.myflorida.com>
Subject: RE: [EXTERNAL] - RE: TelaForce Titan contract

Attached is the fully executed contract and copies of the signature page.

From: McManus, Brian
Sent: Sunday, April 5, 2020 2:45 PM
To: Lawson, Ken <Ken.Lawson@deo.myflorida.com>
Subject: FW: [EXTERNAL] - RE: TelaForce Titan contract

Brian McManus
Chief of Staff
Department of Economic Opportunity
www.floridajobs.org
Office: 850-245-7153



From: Eller, Charles <Charles.Eller@telaforce.com>

Sent: Sunday, April 5, 2020 2:42 PM

To: Hartsfield, Kelly <Kelly.Hartsfield@deo.myflorida.com>

Cc: McManus, Brian <Brian.McManus@deo.myflorida.com>; Steffens, Damon <Damon.Steffens@deo.myflorida.com>;

Evers, James <James.Evers@deo.myflorida.com>; Callaway, Adam <Adam.Callaway@deo.myflorida.com>; Herndon,

John M. <John.Herndon@deo.myflorida.com>

Subject: [EXTERNAL] - RE: TelaForce Titan contract

Kelly,

I have attached a signed copy of the contract. Once signed by DEO please return a fully executed copy for my files. Thank you.

Best Regards,
Charlie



Charles L. Eller
VP of Contracts
Office 850.897.8103
Mobile: 850.585.1081
charles.eller@telaforce.com

From: Hartsfield, Kelly <Kelly.Hartsfield@deo.myflorida.com>

Sent: Sunday, April 5, 2020 1:19 PM

To: Eller, Charles <Charles.Eller@telaforce.com>

Cc: McManus, Brian <Brian.McManus@deo.myflorida.com>; Steffens, Damon <Damon.Steffens@deo.myflorida.com>;

Evers, James <James.Evers@deo.myflorida.com>; Callaway, Adam <Adam.Callaway@deo.myflorida.com>; Herndon,

John M. <John.Herndon@deo.myflorida.com>; Hartsfield, Kelly <Kelly.Hartsfield@deo.myflorida.com>

Subject: RE: TelaForce Titan contract

Mr. Eller,

Scope of Work, Section 3.D. has been updated to match Section 10.

Thank you!

Kelly Hartsfield, FCCN FCCM
SMA Supervisor
Contracts and Grants
Division of Workforce Services
Florida Department of Economic Opportunity
Office: 850-599-0329



Sign up for DEO news and information here
Follow us on: Facebook, Twitter and LinkedIn

From: Eller, Charles <Charles.Eller@telaforce.com>

Sent: Sunday, April 5, 2020 2:11 PM

To: Hartsfield, Kelly <Kelly.Hartsfield@deo.myflorida.com>

Cc: McManus, Brian <Brian.McManus@deo.myflorida.com>; Steffens, Damon <Damon.Steffens@deo.myflorida.com>; Evers, James <James.Evers@deo.myflorida.com>; Callaway, Adam <Adam.Callaway@deo.myflorida.com>; Herndon, John M. <John.Herndon@deo.myflorida.com>

Subject: [EXTERNAL] - RE: TelaForce Titan contract

Thanks Kelly. One more comment on Background Screening at Scope of Work 3.D regarding Level 2 screenings. Can this be reworded to match your input at Article 10?

TELA FORCE
www.telaforce.com

Charles L. Eller
VP of Contracts
Office 850.897.8103
Mobile: 850.585.1081
charles.eller@telaforce.com

From: Hartsfield, Kelly <Kelly.Hartsfield@deo.myflorida.com>

Sent: Sunday, April 5, 2020 1:01 PM

To: Eller, Charles <Charles.Eller@telaforce.com>

Cc: McManus, Brian <Brian.McManus@deo.myflorida.com>; Steffens, Damon <Damon.Steffens@deo.myflorida.com>; Evers, James <James.Evers@deo.myflorida.com>; Callaway, Adam <Adam.Callaway@deo.myflorida.com>; Herndon, John M. <John.Herndon@deo.myflorida.com>; Hartsfield, Kelly <Kelly.Hartsfield@deo.myflorida.com>

Subject: TelaForce Titan contract

Hello Mr. Eller,

Please see the attached clean documents for your review. I have responded to your comments and noted edits below.

Areas of comment:

Section I.G Contractor Payments—Yes, emailed invoices are acceptable.

Section II.K Update Contractors Contract Manager Address—accepted Titan's changes.

Comments on these areas of the Scope of Work:

4. –Deliverable 1, Performance Measure—deleted supporting documentation 1) sign-in sheets and 2) call logs. Added, 1) a system generated report based on the ACD system.

5.L—an example of hard-copy documentation: copy of driver's license, birth certificate, wage records. Disposal in conformance with security requirements, per CFR 603.9(b)(vi)

6.C—revised language: Agents must answer up to 80% of the calls directed to the Contractor or an amount mutually agreed to by both parties based on call volume and be available for 90% of the assigned active work hours from 7:00AM to 7:00PM...

6.M—revised language: Provide a Daily and Monthly Summary Statistical Report as mutually agreed by the Parties following the end of each month. The table below reflects potential measurements required by the government DEO reserves the right to modify these requirements, at its discretion, based on business demands.

7.B—we recognize it's only option B; left language as is.

8.—Yes, payment terms are Net 30 days.

10. Background Screening—revised language based on proposal.

Please let me know if you have any questions.

Thank you,

Kelly

Kelly Hartsfield, FCCN FCCM
SMA Supervisor
Contracts and Grants
Division of Workforce Services
Florida Department of Economic Opportunity
Office: 850-599-0329



*Sign up for DEO news and information [here](#)
Follow us on: [Facebook](#), [Twitter](#) and [LinkedIn](#)*

From: Herndon, John M.

Sent: Sunday, April 5, 2020 12:46 PM

To: Hartsfield, Kelly <Kelly.Hartsfield@deo.myflorida.com>; Evers, James <James.Evers@deo.myflorida.com>

Subject: FW: [EXTERNAL] - RE: TelaForce Titan contract

Titan's response.

From: Eller, Charles <Charles.Eller@telaforce.com>

Sent: Sunday, April 05, 2020 12:44 PM

To: McManus, Brian <Brian.McManus@deo.myflorida.com>

Cc: Satter, Jonathan <Jonathan.Satter@dms.myflorida.com>; Lawson, Ken <Ken.Lawson@deo.myflorida.com>; Steffens, Damon <Damon.Steffens@deo.myflorida.com>; Nichols, Teresa <Teresa.Nichols@deo.myflorida.com>; Herndon, John M. <John.Herndon@deo.myflorida.com>; Rose, Les <les.rose@telaforce.com>; Ramirez, David <david.ramirez@telaforce.com>; Rojas, Godfrey <Godfrey.Rojas@telaforce.com>; Tekalign, Belay <Belay.Tekalign@titantechnologies.com>; Williams, Jeremy <Jeremy.Williams@titantechnologies.com>

Subject: [EXTERNAL] - RE: TelaForce Titan contract

Brian,

Please see the attached with our comments in the document.

Areas of comment:

Section I.G Contractor Payments

Section II.K Update Contractors Contract Manager Address.

Comments on these areas of the Scope of Work:

- 4.
- 5.L
- 6.C
- 6.M
- 7.B
- 8.
- 10.

Thank you for your cooperation. Let me know if you need anything else from us.

Best Regards,
Charlie

TELA FORCE
www.telaforce.com

Charles L. Eller
VP of Contracts
Office 850.897.8103
Mobile: 850.585.1081
charles.eller@telaforce.com

From: McManus, Brian <Brian.McManus@deo.myflorida.com>

Sent: Saturday, April 4, 2020 6:05 PM

To: Eller, Charles <Charles.Eller@telaforce.com>

Cc: Satter, Jonathan <Jonathan.Satter@dms.myflorida.com>; Lawson, Ken <Ken.Lawson@deo.myflorida.com>; Steffens, Damon <Damon.Steffens@deo.myflorida.com>

Subject: FW: TelaForce Titan contract

Charles: Attached is an updated contract for your review. Please let us know if you have questions or comments.

Thank you,

Brian McManus
Chief of Staff
Department of Economic Opportunity
www.floridajobs.org
Office: 850-245-7153



From: Steffens, Damon
Sent: Saturday, April 4, 2020 6:27 PM
To: McManus, Brian <Brian.McManus@deo.myflorida.com>
Subject: FW: TelaForce Titan contract

Brian,

Attached is the contract for Titan, please see the email below. Let me know if you have any questions.

Damon

From: Hartsfield, Kelly
Sent: Saturday, April 04, 2020 6:22 PM
To: Steffens, Damon <Damon.Steffens@deo.myflorida.com>
Cc: Callaway, Adam <Adam.Callaway@deo.myflorida.com>; Hartsfield, Kelly <Kelly.Hartsfield@deo.myflorida.com>; Herndon, John M. <John.Herndon@deo.myflorida.com>; Evers, James <James.Evers@deo.myflorida.com>; Nichols, Teresa <Teresa.Nichols@deo.myflorida.com>
Subject: RE: TelaForce Titan contract

Damon,

Please see attached. I resolved comments and left those in the margin for the Contractor to see the changes.

Thank you!

Kelly Hartsfield, FCCN FCCM
SMA Supervisor
Contracts and Grants
Division of Workforce Services
Florida Department of Economic Opportunity
Office: 850-599-0329



*Sign up for DEO news and information [here](#)
Follow us on: [Facebook](#), [Twitter](#) and [LinkedIn](#)*

From: Steffens, Damon
Sent: Saturday, April 4, 2020 6:19 PM
To: Hartsfield, Kelly <Kelly.Hartsfield@deo.myflorida.com>
Subject: RE: TelaForce Titan contract

Let me know when we have a finished product to send.

From: Hartsfield, Kelly
Sent: Saturday, April 04, 2020 6:04 PM
To: Callaway, Adam <Adam.Callaway@deo.myflorida.com>
Cc: Steffens, Damon <Damon.Steffens@deo.myflorida.com>; Herndon, John M. <John.Herndon@deo.myflorida.com>;

Evers, James <James.Evers@deo.myflorida.com>; Hartsfield, Kelly <Kelly.Hartsfield@deo.myflorida.com>

Subject: RE: TelaForce Titan contract

Here is the language I proposed

- A. Agents must answer up to 80% of the calls directed to the Contractor and be available for 95% of the assigned active work hours from 7:00AM to 11:00PM, Eastern Time, Monday through Friday, less State of Florida approved holidays or DEO declared emergencies or disasters, as directed by DEO. Depending on workload demands, DEO reserves the right to have the Contractor provide services on weekends and State approved holidays and increase or decrease the number of calls above or below the ten thousand (10,000) call estimate without limitations or modify the types of calls processed by the Contractor within the requirements of applicable state and federal law and this contract.

Kelly Hartsfield, FCCN FCCM
SMA Supervisor
Contracts and Grants
Division of Workforce Services
Florida Department of Economic Opportunity
Office: 850-599-0329



Sign up for DEO news and information here
Follow us on: [Facebook](#), [Twitter](#) and [LinkedIn](#)

From: Hartsfield, Kelly
Sent: Saturday, April 4, 2020 5:31 PM
To: Callaway, Adam <Adam.Callaway@deo.myflorida.com>
Cc: Hartsfield, Kelly <Kelly.Hartsfield@deo.myflorida.com>; Steffens, Damon <Damon.Steffens@deo.myflorida.com>
Subject: RE: TelaForce Titan contract

Adam, see Jim's comments:

Page 31, Section C.
Page 36, number 4.

I'll fix spacing and formatting.

Thank you!

Kelly Hartsfield, FCCN FCCM
SMA Supervisor
Contracts and Grants
Division of Workforce Services
Florida Department of Economic Opportunity
Office: 850-599-0329



*Sign up for DEO news and information [here](#)
Follow us on: [Facebook](#), [Twitter](#) and [LinkedIn](#)*

From: Hartsfield, Kelly

Sent: Saturday, April 4, 2020 5:26 PM

To: Callaway, Adam <Adam.Callaway@deo.myflorida.com>

Cc: Steffens, Damon <Damon.Steffens@deo.myflorida.com>; Herndon, John M. <John.Herndon@deo.myflorida.com>;

Evers, James <James.Evers@deo.myflorida.com>; Hartsfield, Kelly <Kelly.Hartsfield@deo.myflorida.com>

Subject: TelaForce Titan contract

Adam,

Please see attached. Jim is reviewing now and if need be, I will provide you his edits. Is there any way this contract can be executed effective April 4th? We are thinking we don't want to grant security access prior to execution.

Thank you!

Kelly Hartsfield, FCCN FCCM
SMA Supervisor
Contracts and Grants
Division of Workforce Services
Florida Department of Economic Opportunity
Office: 850-599-0329



*Sign up for DEO news and information [here](#)
Follow us on: [Facebook](#), [Twitter](#) and [LinkedIn](#)*

This email communication may contain confidential information protected from disclosure by privacy laws and is intended for the use of the individual named above. If the reader of this message is not the intended recipient, this is notice to you that any dissemination, distribution or copying of this communication or any attachment to it may be a violation of federal and state privacy laws. If you have received this email in error, please notify the sender immediately by return email and delete this message. Please note that Florida has a broad public records law, and that all correspondence to me via email may be subject to disclosure. Under Florida law email addresses are public records.

Hendricks, Courtney

From: McManus, Brian <Brian.McManus@deo.myflorida.com>
Sent: Sunday, April 5, 2020 3:00 PM
To: Eller, Charles; Lawson, Ken; Satter, Jonathan; Steffens, Damon
Cc: Lukis, Adrian
Subject: FW: [EXTERNAL] - RE: TelaForce Titan contract
Attachments: Titan signature page.pdf; Titanfullcontract.pdf

Fully executed contract is attached.

Brian McManus
Chief of Staff
Department of Economic Opportunity
www.floridajobs.org
Office: 850-245-7153



From: Lawson, Ken
Sent: Sunday, April 5, 2020 2:53 PM
To: McManus, Brian <Brian.McManus@deo.myflorida.com>
Subject: RE: [EXTERNAL] - RE: TelaForce Titan contract

Attached is the fully executed contract and copies of the signature page.

From: McManus, Brian
Sent: Sunday, April 5, 2020 2:45 PM
To: Lawson, Ken <Ken.Lawson@deo.myflorida.com>
Subject: FW: [EXTERNAL] - RE: TelaForce Titan contract

Brian McManus
Chief of Staff
Department of Economic Opportunity
www.floridajobs.org
Office: 850-245-7153



FLORIDA DEPARTMENT of
ECONOMIC OPPORTUNITY

From: Eller, Charles <Charles.Eller@telaforce.com>

Sent: Sunday, April 5, 2020 2:42 PM

To: Hartsfield, Kelly <Kelly.Hartsfield@deo.myflorida.com>

Cc: McManus, Brian <Brian.McManus@deo.myflorida.com>; Steffens, Damon <Damon.Steffens@deo.myflorida.com>;

Evers, James <James.Evers@deo.myflorida.com>; Callaway, Adam <Adam.Callaway@deo.myflorida.com>; Herndon,

John M. <John.Herndon@deo.myflorida.com>

Subject: [EXTERNAL] - RE: TelaForce Titan contract

Kelly,

I have attached a signed copy of the contract. Once signed by DEO please return a fully executed copy for my files. Thank you.

Best Regards,
Charlie

TELA FORCE
www.telaforce.com

Charles L. Eller
VP of Contracts
Office 850.897.8103
Mobile: 850.585.1081
charles.eller@telaforce.com

From: Hartsfield, Kelly <Kelly.Hartsfield@deo.myflorida.com>

Sent: Sunday, April 5, 2020 1:19 PM

To: Eller, Charles <Charles.Eller@telaforce.com>

Cc: McManus, Brian <Brian.McManus@deo.myflorida.com>; Steffens, Damon <Damon.Steffens@deo.myflorida.com>;

Evers, James <James.Evers@deo.myflorida.com>; Callaway, Adam <Adam.Callaway@deo.myflorida.com>; Herndon,

John M. <John.Herndon@deo.myflorida.com>; Hartsfield, Kelly <Kelly.Hartsfield@deo.myflorida.com>

Subject: RE: TelaForce Titan contract

Mr. Eller,

Scope of Work, Section 3.D. has been updated to match Section 10.

Thank you!

Kelly Hartsfield, FCCN FCCM
SMA Supervisor
Contracts and Grants
Division of Workforce Services
Florida Department of Economic Opportunity
Office: 850-599-0329



Sign up for DEO news and information here
Follow us on: [Facebook](#), [Twitter](#) and [LinkedIn](#)

From: Eller, Charles <Charles.Eller@telaforce.com>

Sent: Sunday, April 5, 2020 2:11 PM

To: Hartsfield, Kelly <Kelly.Hartsfield@deo.myflorida.com>

Cc: McManus, Brian <Brian.McManus@deo.myflorida.com>; Steffens, Damon <Damon.Steffens@deo.myflorida.com>; Evers, James <James.Evers@deo.myflorida.com>; Callaway, Adam <Adam.Callaway@deo.myflorida.com>; Herndon, John M. <John.Herndon@deo.myflorida.com>

Subject: [EXTERNAL] - RE: TelaForce Titan contract

Thanks Kelly. One more comment on Background Screening at Scope of Work 3.D regarding Level 2 screenings. Can this be reworded to match your input at Article 10?

TELA FORCE
www.telaforce.com

Charles L. Eller
VP of Contracts
Office 850.897.8103
Mobile: 850.585.1081
charles.eller@telaforce.com

From: Hartsfield, Kelly <Kelly.Hartsfield@deo.myflorida.com>

Sent: Sunday, April 5, 2020 1:01 PM

To: Eller, Charles <Charles.Eller@telaforce.com>

Cc: McManus, Brian <Brian.McManus@deo.myflorida.com>; Steffens, Damon <Damon.Steffens@deo.myflorida.com>; Evers, James <James.Evers@deo.myflorida.com>; Callaway, Adam <Adam.Callaway@deo.myflorida.com>; Herndon, John M. <John.Herndon@deo.myflorida.com>; Hartsfield, Kelly <Kelly.Hartsfield@deo.myflorida.com>

Subject: TelaForce Titan contract

Hello Mr. Eller,

Please see the attached clean documents for your review. I have responded to your comments and noted edits below.

Areas of comment:

Section I.G Contractor Payments—Yes, emailed invoices are acceptable.

Section II.K Update Contractors Contract Manager Address—accepted Titan's changes.

Comments on these areas of the Scope of Work:

4. –Deliverable 1, Performance Measure—deleted supporting documentation 1) sign-in sheets and 2) call logs. Added, 1) a system generated report based on the ACD system.

5.L—an example of hard-copy documentation: copy of driver's license, birth certificate, wage records. Disposal in conformance with security requirements, per CFR 603.9(b)(vi)

6.C—revised language: Agents must answer up to 80% of the calls directed to the Contractor or an amount mutually agreed to by both parties based on call volume and be available for 90% of the assigned active work hours from 7:00AM to 7:00PM...

6.M—revised language: Provide a Daily and Monthly Summary Statistical Report as mutually agreed by the Parties following the end of each month. The table below reflects potential measurements required by the government DEO reserves the right to modify these requirements, at its discretion, based on business demands.

7.B—we recognize it's only option B; left language as is.

8.—Yes, payment terms are Net 30 days.

10. Background Screening—revised language based on proposal.

Please let me know if you have any questions.

Thank you,

Kelly

Kelly Hartsfield, FCCN FCCM
SMA Supervisor
Contracts and Grants
Division of Workforce Services
Florida Department of Economic Opportunity
Office: 850-599-0329



*Sign up for DEO news and information [here](#)
Follow us on: [Facebook](#), [Twitter](#) and [LinkedIn](#)*

From: Herndon, John M.

Sent: Sunday, April 5, 2020 12:46 PM

To: Hartsfield, Kelly <Kelly.Hartsfield@deo.myflorida.com>; Evers, James <James.Evers@deo.myflorida.com>

Subject: FW: [EXTERNAL] - RE: TelaForce Titan contract

Titan's response.

From: Eller, Charles <Charles.Eller@telaforce.com>

Sent: Sunday, April 05, 2020 12:44 PM

To: McManus, Brian <Brian.McManus@deo.myflorida.com>

Cc: Satter, Jonathan <Jonathan.Satter@dms.myflorida.com>; Lawson, Ken <Ken.Lawson@deo.myflorida.com>; Steffens, Damon <Damon.Steffens@deo.myflorida.com>; Nichols, Teresa <Teresa.Nichols@deo.myflorida.com>; Herndon, John M. <John.Herndon@deo.myflorida.com>; Rose, Les <les.rose@telaforce.com>; Ramirez, David <david.ramirez@telaforce.com>; Rojas, Godfrey <Godfrey.Rojas@telaforce.com>; Tekalign, Belay <Belay.Tekalign@titantechnologies.com>; Williams, Jeremy <Jeremy.Williams@titantechnologies.com>

Subject: [EXTERNAL] - RE: TelaForce Titan contract

Brian,

Please see the attached with our comments in the document.

Areas of comment:

Section I.G Contractor Payments

Section II.K Update Contractors Contract Manager Address.

Comments on these areas of the Scope of Work:

- 4.
- 5.L
- 6.C
- 6.M
- 7.B
- 8.
- 10.

Thank you for your cooperation. Let me know if you need anything else from us.

Best Regards,
Charlie

TELA FORCE
www.telaforce.com

Charles L. Eller
VP of Contracts
Office 850.897.8103
Mobile: 850.585.1081
charles.eller@telaforce.com

From: McManus, Brian <Brian.McManus@deo.myflorida.com>

Sent: Saturday, April 4, 2020 6:05 PM

To: Eller, Charles <Charles.Eller@telaforce.com>

Cc: Satter, Jonathan <Jonathan.Satter@dms.myflorida.com>; Lawson, Ken <Ken.Lawson@deo.myflorida.com>; Steffens, Damon <Damon.Steffens@deo.myflorida.com>

Subject: FW: TelaForce Titan contract

Charles: Attached is an updated contract for your review. Please let us know if you have questions or comments.

Thank you,

Brian McManus
Chief of Staff
Department of Economic Opportunity
www.floridajobs.org
Office: 850-245-7153



From: Steffens, Damon
Sent: Saturday, April 4, 2020 6:27 PM
To: McManus, Brian <Brian.McManus@deo.myflorida.com>
Subject: FW: TelaForce Titan contract

Brian,

Attached is the contract for Titan, please see the email below. Let me know if you have any questions.

Damon

From: Hartsfield, Kelly
Sent: Saturday, April 04, 2020 6:22 PM
To: Steffens, Damon <Damon.Steffens@deo.myflorida.com>
Cc: Callaway, Adam <Adam.Callaway@deo.myflorida.com>; Hartsfield, Kelly <Kelly.Hartsfield@deo.myflorida.com>; Herndon, John M. <John.Herndon@deo.myflorida.com>; Evers, James <James.Evers@deo.myflorida.com>; Nichols, Teresa <Teresa.Nichols@deo.myflorida.com>
Subject: RE: TelaForce Titan contract

Damon,

Please see attached. I resolved comments and left those in the margin for the Contractor to see the changes.

Thank you!

Kelly Hartsfield, FCCN FCCM
SMA Supervisor
Contracts and Grants
Division of Workforce Services
Florida Department of Economic Opportunity
Office: 850-599-0329



*Sign up for DEO news and information [here](#)
Follow us on: [Facebook](#), [Twitter](#) and [LinkedIn](#)*

From: Steffens, Damon
Sent: Saturday, April 4, 2020 6:19 PM
To: Hartsfield, Kelly <Kelly.Hartsfield@deo.myflorida.com>
Subject: RE: TelaForce Titan contract

Let me know when we have a finished product to send.

From: Hartsfield, Kelly
Sent: Saturday, April 04, 2020 6:04 PM
To: Callaway, Adam <Adam.Callaway@deo.myflorida.com>
Cc: Steffens, Damon <Damon.Steffens@deo.myflorida.com>; Herndon, John M. <John.Herndon@deo.myflorida.com>;

Evers, James <James.Evers@deo.myflorida.com>; Hartsfield, Kelly <Kelly.Hartsfield@deo.myflorida.com>

Subject: RE: TelaForce Titan contract

Here is the language I proposed

- A. Agents must answer up to 80% of the calls directed to the Contractor and be available for 95% of the assigned active work hours from 7:00AM to 11:00PM, Eastern Time, Monday through Friday, less State of Florida approved holidays or DEO declared emergencies or disasters, as directed by DEO. Depending on workload demands, DEO reserves the right to have the Contractor provide services on weekends and State approved holidays and increase or decrease the number of calls above or below the ten thousand (10,000) call estimate without limitations or modify the types of calls processed by the Contractor within the requirements of applicable state and federal law and this contract.

Kelly Hartsfield, FCCN FCCM
SMA Supervisor
Contracts and Grants
Division of Workforce Services
Florida Department of Economic Opportunity
Office: 850-599-0329



*Sign up for DEO news and information [here](#)
Follow us on: [Facebook](#), [Twitter](#) and [LinkedIn](#)*

From: Hartsfield, Kelly

Sent: Saturday, April 4, 2020 5:31 PM

To: Callaway, Adam <Adam.Callaway@deo.myflorida.com>

Cc: Hartsfield, Kelly <Kelly.Hartsfield@deo.myflorida.com>; Steffens, Damon <Damon.Steffens@deo.myflorida.com>

Subject: RE: TelaForce Titan contract

Adam, see Jim's comments:

Page 31, Section C.

Page 36, number 4.

I'll fix spacing and formatting.

Thank you!

Kelly Hartsfield, FCCN FCCM
SMA Supervisor
Contracts and Grants
Division of Workforce Services
Florida Department of Economic Opportunity
Office: 850-599-0329



*Sign up for DEO news and information [here](#)
Follow us on: [Facebook](#), [Twitter](#) and [LinkedIn](#)*

From: Hartsfield, Kelly
Sent: Saturday, April 4, 2020 5:26 PM
To: Callaway, Adam <Adam.Callaway@deo.myflorida.com>
Cc: Steffens, Damon <Damon.Steffens@deo.myflorida.com>; Herndon, John M. <John.Herndon@deo.myflorida.com>; Evers, James <James.Evers@deo.myflorida.com>; Hartsfield, Kelly <Kelly.Hartsfield@deo.myflorida.com>
Subject: TelaForce Titan contract

Adam,

Please see attached. Jim is reviewing now and if need be, I will provide you his edits. Is there any way this contract can be executed effective April 4th? We are thinking we don't want to grant security access prior to execution.

Thank you!

Kelly Hartsfield, FCCN FCCM
SMA Supervisor
Contracts and Grants
Division of Workforce Services
Florida Department of Economic Opportunity
Office: 850-599-0329



*Sign up for DEO news and information [here](#)
Follow us on: [Facebook](#), [Twitter](#) and [LinkedIn](#)*

This email communication may contain confidential information protected from disclosure by privacy laws and is intended for the use of the individual named above. If the reader of this message is not the intended recipient, this is notice to you that any dissemination, distribution or copying of this communication or any attachment to it may be a violation of federal and state privacy laws. If you have received this email in error, please notify the sender immediately by return email and delete this message. Please note that Florida has a broad public records law, and that all correspondence to me via email may be subject to disclosure. Under Florida law email addresses are public records.

**CONTRACT
STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY**

THIS CONTRACT ("Contract") is made and entered into by and between the State of Florida, Department of Economic Opportunity ("DEO"), and **TelaForce, LLC (Titan Technologies)** ("Contractor"). DEO and Contractor are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

I. CONTRACTOR AGREES:

A. Attachment 1, Scope of Work:

Contractor agrees to provide the goods and/or services in accordance with the conditions and criteria specified herein, and in Attachment 1, Scope of Work.

B. Type of Contract:

This Contract is a fixed price labor hour Contract.

C. Contract Dates:

This Contract shall become effective on the date this Contract is signed by DEO and shall end one year thereafter. Executive Order shall not be obligated to pay for costs incurred related to this Contract prior to its beginning date or after its ending date.

D. Contract Payment:

1. This Contract shall not exceed **Seventy-Nine Million Nine Hundred Eleven Thousand Five Hundred Twenty Dollars (\$79,911,520.00)**, which shall be paid by DEO in consideration for Contractor's provision of goods and/or services as set forth by the terms and conditions of this Contract. The State of Florida and DEO's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature and availability of any and all applicable federal funds. DEO shall be the final authority as to the availability of funds for this Contract, and as to what constitutes an "annual appropriation" of funds to complete this Contract. If such funds are not appropriated or available for the Contract purpose, such event will not constitute a default on DEO or the State. DEO agrees to notify Contractor in writing at the earliest possible time if funds are not appropriated or available. The cost for services rendered under any other Contract or to be paid from any other source is not eligible for reimbursement under this Contract.
2. Nothing provided for herein may be construed as representing actual, guaranteed, or minimum spend under this Contract. The amount above represents the maximum possible amount available under this Contract. The contract period and any renewal periods set forth herein may not be construed as representing an actual, guaranteed, or minimum contract period under this Contract.

DEO's staffing needs under this Contract may change over time. DEO may request that the Contractor increase or decrease staff numbers as necessary to meet DEO's needs under this Contract. If DEO requests

N. Execution:

I have read the above Contract and the attachments and exhibits thereto and understand each section and paragraph.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments, hereto, the Parties have caused to be executed this Contract by their undersigned officials duly authorized.

DEPARTMENT OF ECONOMIC OPPORTUNITY

TELAFORCE, LLC (TITAN TECHNOLOGIES)

By		By	
	Signature		Signature
Title	Ken Lawson Executive Director	Title	Charles L. Eller VP of Contracts
Date	4-5-2020	Date	April 5, 2020

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____

Approved Date: _____

- Remainder of Page Intentionally Left Blank -

**CONTRACT
STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY**

THIS CONTRACT ("Contract") is made and entered into by and between the State of Florida, Department of Economic Opportunity ("DEO"), and **TelaForce, LLC (Titan Technologies)** ("Contractor"). DEO and Contractor are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

I. CONTRACTOR AGREES:

A. Attachment 1, Scope of Work:

Contractor agrees to provide the goods and/or services in accordance with the conditions and criteria specified herein, and in Attachment 1, Scope of Work.

B. Type of Contract:

This Contract is a fixed price labor hour Contract.

C. Contract Dates:

This Contract shall become effective on the date this Contract is signed by DEO and shall end one year thereafter. Executive Order shall not be obligated to pay for costs incurred related to this Contract prior to its beginning date or after its ending date.

D. Contract Payment:

1. This Contract shall not exceed **Seventy-Nine Million Nine Hundred Eleven Thousand Five Hundred Twenty Dollars (\$79,911,520.00)**, which shall be paid by DEO in consideration for Contractor's provision of goods and/or services as set forth by the terms and conditions of this Contract. The State of Florida and DEO's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature and availability of any and all applicable federal funds. DEO shall be the final authority as to the availability of funds for this Contract, and as to what constitutes an "annual appropriation" of funds to complete this Contract. If such funds are not appropriated or available for the Contract purpose, such event will not constitute a default on DEO or the State. DEO agrees to notify Contractor in writing at the earliest possible time if funds are not appropriated or available. The cost for services rendered under any other Contract or to be paid from any other source is not eligible for reimbursement under this Contract.
2. Nothing provided for herein may be construed as representing actual, guaranteed, or minimum spend under this Contract. The amount above represents the maximum possible amount available under this Contract. The contract period and any renewal periods set forth herein may not be construed as representing an actual, guaranteed, or minimum contract period under this Contract.

DEO's staffing needs under this Contract may change over time. DEO may request that the Contractor increase or decrease staff numbers as necessary to meet DEO's needs under this Contract. If DEO requests

that the Contractor increase or decrease staff numbers, then the Contractor shall comply with such request within 72 hours.

E. Requirements of paragraphs (a) – (l) of subsection 287.058(1), Florida Statutes (F.S.):

1. Contractor shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
2. If travel expenses are authorized, Contractor shall submit bills for such travel expenses and shall be reimbursed only in accordance with section 112.061, F.S.
3. Contractor shall allow public access to all documents, papers, letters or other materials made or received by Contractor in conjunction with this Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. It is expressly understood that DEO may unilaterally cancel this Contract for Contractor's refusal to comply with this provision.
4. Contractor shall perform all tasks contained in Attachment 1, Scope of Work.
5. Receipt by Contractor of DEO's written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Contract and is contingent upon Contractor's compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the Scope of Work and DEO shall apply the applicable criteria stated in the Scope of Work to determine satisfactory completion of each deliverable).
6. Contractor shall comply with the criteria and final date by which such criteria must be met for completion of this Contract.
7. **Renewal and Extension:** This Contract shall not be renewed. Extension of the contract shall be at DEO's sole discretion and in compliance with section 287.057(12), F.S.
8. If Contractor fails to perform in accordance with the Contract, DEO shall apply the financial consequences specified herein.
9. Unless otherwise agreed in writing, intellectual property rights to preexisting property will remain with Contractor; whereas, intellectual property rights to all property created or otherwise developed by Contractor in performance of this Agreement will be owned by the State of Florida through DEO. Proceeds derived from the sale, licensing, marketing, or other authorization related to any such DEO-controlled intellectual property right shall be handled in the manner specified by applicable state statute.

F. Governing Laws:

1. State of Florida Law:

- a. Contractor agrees 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 the laws, rules, and regulations of the State of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of the Contract. Without limiting the provisions of Section II.D., Dispute Resolution, the exclusive venue of any legal or

equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, the Parties waive any right to jury trial. For avoidance of doubt, should any term of this Contract conflict with any applicable law, rule, or regulation, the law, rule, or regulation shall control over the provisions of this Contract.

- b. If applicable, Contractor agrees that it is in compliance with the rules for e-procurement as directed by Rule 60A-1.033, F.A.C. and that it will maintain eligibility for this Contract through the MyFloridaMarketplace.com system.
- c. DEO shall ensure compliance with section 11.062, F.S., and section 216.347, F.S. Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of DEO's Inspector General, or other authorized State official, Contractor shall provide any type of information the Inspector General deems relevant to Contractor's integrity or responsibility. Such information may include, but shall not be limited to, Contractor's business or financial records, documents, or files of any type or form that refer to or relate to this Contract. Contractor shall retain such records for the longer of: (1) five years after the expiration of the Contract; or (2) the period required by the General Records Schedules maintained by the Florida Department of State available at:
http://dils.dos.state.fl.us/recordsmgmt/gen_records_schedules.cfm.
- d. Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Contractor's compliance with the terms of this or any other agreement between Contractor and the State which results in the suspension or debarment of Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not result in Contractor's suspension or debarment. Contractor understands and will comply with the requirements of subsection 20.055(5), F.S., including but not necessarily limited to, the duty of Contractor and any of Contractor's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, F.S.
- e. **Public Entity Crime:** Pursuant to subsection 287.133(2)(a), F.S., 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, F.S., for **Category Two** for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Furthermore, Contractor will complete and provide the certification in Attachment 2.

- f. **Advertising:** Subject to chapter 119, F.S., Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from DEO, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Contractor's name and either a description of the Contract or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to the Contract, except potential or actual authorized distributors, dealers, resellers, or service representatives.
- g. **Sponsorship:** As required by section 286.25, F.S., If Contractor is a nongovernmental 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 Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.
- h. **Mandatory Disclosure Requirements:**
 - (1) **Conflict of Interest:** This Contract is subject to chapter 112, F.S. Contractors shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Contractors shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in Contractor or its affiliates.
 - (2) **Convicted Vendors:** Contractor shall disclose to DEO if it, or any of its affiliates, as defined in section 287.133(1)(a) of the Florida Statutes, is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the activities listed in Section I.F.1.e. above for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
 - (3) **Vendors on Scrutinized Companies Lists:** In executing this Contract, Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, F.S., or is engaged in a boycott of Israel, 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, F.S., engaged in business operations in Cuba or Syria, or engaged in business operations with the government of Venezuela.
 - (a) Pursuant to section 287.135(5), F.S., DEO may immediately terminate this Contract for cause if Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies that Boycott Israel List, or is engaged in boycott of Israel or placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran

Petroleum Energy Sector List, has been engaged in business operations in Cuba, Syria, or Venezuela, during the term of the Contract.

(b) If DEO determines that Contractor has submitted a false certification, DEO will provide written notice to Contractor. Unless Contractor demonstrates in writing, within ninety (90) days of receipt of the notice, that DEO's determination of false certification was made in error, DEO shall bring a civil action against Contractor. If DEO's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed on Contractor, and Contractor will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date of DEO's determination of false certification by Contractor.

(c) In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

(4) Discriminatory Vendors: Contractor shall disclose to DEO if it or any of its affiliates, as defined by section 287.134(1)(a.), F.S., appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S. may not:

(a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity;

(b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work;

(c) submit bids, proposals, or replies on leases of real property to a public entity;

(d) be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract or agreement with any public entity; or

(e) transact business with any public entity.

I. Abuse, Neglect, and Exploitation Incident Reporting:

In compliance with sections 39.201 and 415.1034, F.S., an employee of Contractor who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at <https://www.myflfamilies.com/service-programs/abuse-hotline/>, or via fax at 1-800-914-0004.

J. Information Release

(1) Contractor shall keep and maintain public records required by DEO to perform Contractor's responsibilities hereunder. Contractor shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination

of this Contract, Contractor shall transfer, at no cost, to DEO all public records in possession of Contractor or keep and maintain public records required by DEO to perform the service. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from the DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.

- (2) If DEO does not possess a record requested through a public records request, DEO shall notify the Contractor of the request as soon as practicable, and Contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If Contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Contract. A Contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.
- (3) DEO does not endorse any contractor, commodity or service. No public disclosure or news release pertaining to this Contract shall be made without the prior written approval of DEO. Contractor is prohibited from using contract information, sales values/volumes and/or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO.
- (4) Contractor acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Contractor submits to DEO under this Contract may constitute public records under Florida Statutes. Contractor shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.
- (5) If Contractor submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Contractor prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as Contractor waiver of a claim of exemption. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to DEO upon termination of the Contract.
- (6) Contractor shall allow public access to all records made or received by Contractor in conjunction with this Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by Contractor in conjunction with this Contract, Contractor shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S.
- (7) In addition to Contractor's responsibility to directly respond to each request it receives for records made or received by Contractor in conjunction with this Contract and to provide the applicable public records in response to such request, Contractor shall notify DEO of the receipt and content of such request by sending an e-mail to

PRRequest@deo.myflorida.com within one (1) business day from receipt of such request.

(8) Contractor shall notify DEO verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in Contractor's possession related to this Contract is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Contractor shall cooperate with DEO in taking all steps as DEO deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

(9) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

k. Funding Requirements. Intentionally Blank.

2. Federal Law and Regulations:

- a. Contractor shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 C.F.R. Part 75, 29 C.F.R. Part 95, 2 CFR Part 200, 20 CFR Part 601, *et seq.*, and all other applicable federal regulations.
- b. Contractor shall comply with all applicable federal laws, including but not limited to:
 - (1) The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
 - (2) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, *et seq.*, which prohibits discrimination on the basis of race, color or national origin.
 - (3) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
 - (4) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq.*, which prohibits discrimination on the basis of sex in educational programs.
 - (5) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101, *et seq.*, which prohibits discrimination on the basis of age.

- (6) Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- (7) The American with Disabilities Act of 1990, Public Law 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- (8) The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
- (9) The Davis-Bacon Act, as amended, 40 U.S.C. 276a to 276a-7, and as supplemented by the Department of Labor (DOL) regulations 29 CFR Part 5, the Copeland Anti-Kickback Act, 40 U.S.C. 276c and 18 U.S.C. 874, as supplemented by the DOL regulations 29 CFR Part 3, and the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-333, as supplemented by the DOL regulations 29 CFR Part 5, regarding labor standards for federally assisted construction subagreements.
- (10) The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, *et seq.*, Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to DEO.
- (11) Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.
- (12) The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352: Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see Certification Regarding Lobbying Form within Attachment 2 of this Contract). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- (13) Debarment and Suspension: When applicable, as required by the regulation implementing Executive Order (EO) No. 12549 and EO No. 12689, Debarment and

Suspension, 2 CFR Part 2998, Contractor must not be, nor within the three-year period preceding the effective date of the Contract have been, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. No contract shall be awarded to parties listed on the U. S. Government Services Administration List of Parties Excluded from Federal Procurement or Non-Procurement Programs. Contractor must provide a completed Certification Regarding Debarment, Suspension, and Other Responsibility Matters, included in Attachment 2 of this Contract.

- (14) **Public Announcements and Advertising:** When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- (15) **Purchase of American-Made Equipment and Products:** Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.
- (16) **Equal Treatment for Faith-Based Organizations.** Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.
- (17) **Rights to Inventions Made Under Contract or Agreement:** Contracts or agreements for the performance of experimental, development, or research work shall provide for the rights of the Federal Government and Contractor in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contract and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (18) **The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117),** which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

- (19) E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- (20) Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (21) Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
- (22) Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

G. Contractor Payments:

1. Contractor will provide DEO's Contract Manager Invoices in accordance with the requirements of the State of Florida Guide for State Expenditures (<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>) with detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:
 - a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Contract for the invoice period. Payment does not become due under the Contract until the invoiced deliverable(s) and any required report(s) are approved and accepted by DEO.
 - b. Invoices must contain Contractor's name, address, federal employer identification number or other applicable Contractor identification number, the Contract number, the invoice number, and the invoice period. DEO or the State may require any additional information from Contractor that DEO or the State deems necessary to process an invoice.

- c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.
- 2. At DEO's or the State's option, Contractor may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the DEO Contract Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.
- 3. Payment shall be made in accordance with section 215.422, F.S., Rule 69I-24, F.A.C., and section 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services unless the solicitation documents or the Contract Scope of Work specify otherwise. DEO has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Contractor due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to DEO. DEO is responsible for all payments under the Contract.
- 4. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to section 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at: <https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm>

H. Final Invoice:

Contractor shall submit the final invoice for payment to DEO no later than **60** days after the Contract ends or is terminated. If Contractor fails to do so, DEO, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Contractor to have forfeited any and all rights to payment under this Contract.

I. Return or Recoupment of Funds:

- 1. Contractor shall return to DEO any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to Contractor by DEO. In the event Contractor or its independent auditor discovers that overpayment has been made, Contractor shall repay said overpayment within forty (40) calendar days without prior notification from DEO. In the event DEO first discovers an overpayment has been made, DEO will notify Contractor by letter. Should repayment not be made in a timely manner, DEO shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to DEO Contract Manager, and made payable to the "Department of Economic Opportunity."
- 2. Notwithstanding the damages limitations of Section II.F., if Contractor's non-compliance with any provision of the Contract results in additional cost or monetary loss to DEO or the State

of Florida, DEO can recoup that cost or loss from monies owed to Contractor under this Contract or any other contract between Contractor and any State entity. In the event the discovery of this cost or loss arises when no monies are available under this Contract or any other contract between Contractor and any State entity, Contractor will repay such cost or loss in full to DEO within thirty (30) days of the date of notice of the amount owed, unless DEO agrees, in writing, to an alternative timeframe.

J. Vendor Ombudsman:

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

K. Audits and Records:

1. Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Contractor's books, documents, papers, and records, including electronic storage media, as they may relate to this Contract, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
2. Contractor shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Contract.
3. Contractor will provide a financial and compliance audit to DEO, if applicable, and ensure that all related party transactions are disclosed to the auditor.
4. Contractor shall retain all Contractor 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) state fiscal years after completion or termination of this Contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) state fiscal years, the records shall be retained until resolution of the audit findings through litigation or otherwise. Contractor shall cooperate with DEO to facilitate the duplication and transfer of such records or documents upon request of DEO. Additional federal requirements may be identified in Attachment 1, Scope of Work.
5. Contractor shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

L. Employment Eligibility Verification:

1. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require Contractor to:
 - a. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor during the Contract

term; and,

- b. Include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
2. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>
 3. If Contractor does not have an E-Verify MOU in effect, Contractor must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Contract.

M. Duty of Continuing Disclosure of Legal Proceedings:

1. Prior to execution of this Contract, Contractor must disclose all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (Proceedings) involving Contractor (and each subcontractor) in a written statement to DEO's Contract Manager. Thereafter, Contractor has a continuing duty to promptly disclose all Proceedings upon occurrence.
2. This duty of disclosure applies to Contractor's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.
3. Contractor shall promptly notify the DEO's Contract Manager of any Proceeding relating to or affecting the Contractor's or subcontractor's business. If the existence of such Proceeding causes the State concern that the Contractor's ability or willingness to perform the Contract is jeopardized, Contractor shall be required to provide the DEO's Contract Manager all reasonable assurances requested by DEO to demonstrate that:
 - a. Contractor will be able to perform the Contract in accordance with its terms and conditions; and,
 - b. Contractor and/or its employees, agents or subcontractor(s) have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceeding.

N. Assignments and Subcontracts:

1. Contractor agrees to neither assign the responsibility for this Contract to another party nor subcontract for any of the work contemplated under this Contract, or amend any such assignment or subcontract, without prior written approval of DEO. Any sublicense, assignment, or transfer occurring without the prior approval of DEO, shall be null and void.

2. Contractor agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Contract. If DEO permits Contractor to subcontract all or part of the work contemplated under this Contract, including entering into subcontracts with vendors for services and commodities, it is understood by Contractor that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law. Contractor further agrees that DEO shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Contractor, at its expense, will defend DEO against such claims.
3. Contractor agrees that all Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all DEO security and administrative requirements identified herein. DEO may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Contractor. DEO may refuse access to, or require replacement of, any of Contractor's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with DEO's security or administrative requirements identified herein. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. DEO may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents.
4. Contractor agrees 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 Contractor. In the event the State of Florida approves transfer of Contractor's obligations, Contractor remains responsible for all work performed and all expenses incurred in connection with the Contract. In addition, this Contract shall bind the successors, assigns, and legal representatives of Contractor and of any legal entity that succeeds to the obligations of the State of Florida.
5. Contractor agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from DEO in accordance with section 287.0585, F.S., unless otherwise stated in the Contract between Contractor and subcontractor. Contractor's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Contractor and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.
6. Contractor agrees that DEO may undertake or award supplemental contracts for work related to the Contract. Contractor and its subcontractors shall cooperate with such other contractors and DEO in all such cases.
7. Contractor shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified

minority and service-disabled veteran subcontractors/material suppliers for that period, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to DEO's Contract Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. DEO's Minority Coordinator at (850) 245-7260 will assist with questions and answers.

8. DEO shall retain the right to reject any of Contractor's or subcontractor's employees whose qualifications or performance, in DEO's judgment, are insufficient.

O. Purchasing:

1. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):** In accordance with section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from PRIDE and has been approved in accordance with subsection 946.515(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under chapter 946, F.S., in the same manner and under the same procedures set forth in subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at: <http://www.pride-enterprises.org>.

2. **Products Available from the Blind or Other Handicapped (RESPECT):** In accordance with subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to subsection 413.035(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to chapter 413, F.S., in the same manner and under the same procedures set forth in subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for 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. Contractor agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with section 403.7065, F.S.

P. MyFloridaMarketPlace Transaction Fee:

1. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System (System). Pursuant to subsection 287.057(22), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), which Contractor shall pay to the State, unless exempt pursuant to Rule 60A-1.031(5)(a), F.A.C.
2. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to Contractor. If automatic deduction is not possible, Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031, F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
3. Contractor shall receive a credit for any Transaction Fee paid by Contractor for the purchase of any item(s) if such item(s) are returned to Contractor through no fault, act, or omission of Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to Contractor's failure to perform or comply with specifications or requirements of the Contract.
4. Failure to comply with these requirements shall constitute grounds for declaring Contractor in default and recovering repurchase costs from Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

Q. Nonexpendable Property:

1. For the requirements of this Section of the Contract, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of \$1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25 or more; and hardback-covered bound books, with a value or cost of \$250 or more).
2. All nonexpendable property, purchased under this Contract, shall be listed on the property records of Contractor. Contractor shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.
3. At no time shall Contractor dispose of nonexpendable property purchased under this Contract for these services without the written permission of and in accordance with instructions from DEO.
4. Immediately upon discovery, Contractor shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.
5. Contractor shall be responsible for the correct use of all nonexpendable property furnished under this Contract.
6. A formal Contract amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Contract budget.

7. Title (ownership) to all nonexpendable property acquired with funds from this Contract shall be vested in DEO and said property shall be transferred to DEO upon completion or termination of the Contract unless otherwise authorized in writing by DEO.

R. Information Resource Acquisition:

Contractor shall obtain prior written approval from the appropriate DEO approving authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact DEO's electronic information technology equipment or software, as both terms are defined in DEO Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data.

S. Insurance:

During the Contract, including the initial Contract term, renewal(s), and extensions, Contractor, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of Contractor, and failure to maintain such coverage may void the Contract. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

Upon execution of this Contract, Contractor shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Contract, Contractor shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event any applicable coverage is cancelled by the insurer for any reason, Contractor shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage. The insurance certificate must name DEO as an additional insured and identify DEO's Contract Number. Copies of new insurance certificates must be provided to DEO's Contract Manager with each insurance renewal.

DEO shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Contractor providing such insurance. The following types of insurance are required.

1. Contractor's Commercial General Liability Insurance:

By execution of this Contract, unless Contractor is a state agency or subdivision as defined by Subsection 768.28(2), F.S., Contractor shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Contract. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

2. Workers' Compensation and Employer's Liability Insurance:

Contractor, at all times during the Contract, 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, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work.

3. Other Insurance:

During the Contract term, Contractor shall maintain any other insurance as required in Attachment 1, Scope of Work.

T. Confidentiality and Safeguarding Information:

1. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.
2. Contractor must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Contract.
3. Except as necessary to fulfill the terms of this Contract and with the permission of DEO, Contractor shall not divulge to third parties any confidential information obtained by Contractor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.
4. Contractor agrees not to use or disclose any information concerning a recipient of services under this Contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.
5. If Contractor has access to either DEO's network or any DEO applications, or both, in order to fulfill Contractor's obligations under this Contract, Contractor agrees to abide by all applicable DEO Information Technology Security procedures and policies. Contractor (including its employees, subcontractors, agents, or any other individuals to whom Contractor exposes confidential information obtained under this Contract), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Contract.
6. Contractor shall notify DEO in writing of any disclosure of unsecured confidential information of DEO by Contractor, its employees, agents, or representatives which is not in compliance with the terms of this Contract (of which it becomes aware). Contractor also shall report to DEO any Security Incidents of which it becomes aware, including those incidents reported to Contractor by its sub-contractors or agents. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Contractor's possession or electronic interference with DEO operations; however, random attempts at access shall not be considered a security incident. Contractor shall make a report to DEO not more than seven (7) business days after

Contractor learns of such use or disclosure. Contractor's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other Information, including a written report, as reasonably requested by DEO's Information Security Manager.

7. In the event of a breach of security concerning confidential personal information involved with this Contract, Contractor shall comply with section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Contractor shall provide that notification, but only after receipt of DEO's approval of the contents of the notice. Defined statutorily, and for purposes of this Contract, "breach of security" means the unauthorized access of data in electronic form containing personal information. Good faith acquisition of personal information by an employee or agent of the Contractor is not a breach of security, provided the information is not used for a purpose unrelated to the Contractor's obligations under this Contract or is not subject to further unauthorized use.

U. Warranty of Ability to Perform:

Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its contract obligations. Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133, F.S., or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Contract.

V. Patents, Copyrights, and Royalties:

1. Pursuant to section 286.021, F.S., if any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Contract, Contractor shall refer the discovery or invention to DEO who will refer it 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 the Contract are hereby reserved to the State of Florida. The rights to any invention resulting from this Contract that is for the performance of experimental, developmental, or research work are governed by 37 CFR Part 401 and any of its implementing regulations as applicable. All data, both electronic and hard copies, created or received by Contractor during the Contract are the property of DEO and must be surrendered to DEO upon expiration, termination or cancellation of this Contract at no cost to DEO.
2. Where activities supported by this Contract produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, DEO has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. In the event any books, manuals, films, websites, web elements, electronic information,

or other copyrightable materials are produced Contractor shall notify DEO. Any and all copyrights and intellectual property rights accruing under or in connection with the performance funded by this Contract are hereby reserved to the State of Florida.

3. In accordance with the provisions of section 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Any action taken by the university in securing or exploiting such trademarks, copyrights, or patents shall, within thirty (30) days, be reported in writing by the president of the university to the Department of State in accordance with section 1004.23(6), F.S.

W. Independent Contractor Status:

In Contractor's performance of its duties and responsibilities under the Contract, it is mutually understood and agreed that Contractor is at all times acting and performing as an independent contractor. DEO shall neither have nor exercise any control or direction over the methods by which Contractor shall perform its work and functions other than as provided herein. Nothing in the Contract is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

1. Except where Contractor is a state agency, Contractor, its officers, agents, employees, subcontractors, or assignees, in performance of this Contract shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Contractor represent to others that, as Contractor, it has the authority to bind DEO unless specifically authorized to do so.
2. Except where Contractor is a state agency, neither Contractor, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Contract.
3. Contractor agrees to take such actions as may be necessary to ensure that each subcontractor 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. Unless justified by Contractor and agreed to by DEO in Attachment 1, Scope of Work, DEO will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to Contractor or its subcontractor or assignee.
5. DEO shall not be responsible for withholding taxes with respect to Contractor's compensation hereunder. Contractor shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Contractor shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.
6. Contractor, at all times during the Contract, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

X. Electronic Funds Transfer:

Contractor agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer within thirty (30) days of the date the last Party has signed this Contract. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/>

Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

II. CONTRACTOR AND DEO AGREE:**A. Renegotiation or Modification:**

The Parties agree to renegotiate this Contract if federal and/or state revisions of any applicable laws or regulations make changes to this Contract necessary. In addition to changes necessitated by law, DEO may at any time, with written notice to Contractor, make changes within the general scope of the Contract. Such changes may include modification of the requirements, changes to processing procedures, or other changes as decided by DEO. Any investigation necessary to determine the impact of the change shall be the responsibility of Contractor. Modifications of provisions of this Contract shall only be valid when they have been reduced to writing and duly signed and dated by all Parties.

B. Time is of the Essence:

Time is of the essence regarding the Contractor's performance obligations set forth in this Contract. Any additional deadlines for performance for Contractor's obligation to timely provide deliverables under this Contract including but not limited to timely submittal of reports, are contained in Attachment 1, Scope of Work.

C. Termination:**1. Termination Due to the Lack of Funds:**

In the event funds to finance this Contract become unavailable or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, DEO may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to Contractor. DEO shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract under this provision, Contractor will be compensated for any work satisfactorily completed prior to notification of termination.

2. Termination for Cause:

DEO may terminate the Contract if Contractor fails to: (1) deliver the product or services within the time specified in the Contract or any extension; (2) maintain adequate progress, thus endangering performance of the Contract; (3) honor any term of the Contract; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. Contractor shall continue to perform any work not terminated. The rights and remedies of DEO in this clause are in addition to any

other rights and remedies provided by law or under the Contract. Contractor shall not be entitled to recover any cancellation charges or lost profits.

3. Termination for Convenience:

- (a) DEO may terminate this Contract in whole or in part at its discretion. Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. Contractor shall not be entitled to recover any cancellation charges or lost profits.
- (b) The Contractor may terminate this Contract at its discretion, effective upon 60 days' prior written notice delivered to DEO as specified in the Notices section of this Contract.

D. Dispute Resolution:

Unless otherwise stated in Attachment 1, Scope of Work, disputes concerning the performance of the Contract shall be decided by DEO, who shall reduce the decision to writing and serve a copy on Contractor. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, Contractor files with DEO a petition for administrative hearing. DEO's final order on the petition shall be final, subject to any right of Contractor to judicial review pursuant to section 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Contractor's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

E. Indemnification (NOTE: If Contractor is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence):

1. Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or DEO.
2. Further, Contractor shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Contractor's products or DEO's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in Contractor's opinion is likely to become the subject of such a suit, Contractor may at its sole expense procure for DEO the right to continue using the product or to modify it to become non-infringing. If Contractor is not reasonably able to modify or otherwise secure DEO the right to continue using the product, Contractor shall remove the product and refund DEO the amounts paid in excess of a reasonable rental for past use. DEO shall not be liable for any royalties.

3. Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or DEO giving Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Contractor's prior written consent, which shall not be unreasonably withheld.

F. Limitation of Liability:

For all claims against Contractor under this contract, regardless of the basis on which the claim is made, Contractor's liability under this contract for direct damages shall be limited to the greater of \$100,000 or the dollar amount of the contract. This limitation shall not apply to claims arising under the Indemnity paragraphs contained in this Contract.

Unless otherwise specifically enumerated in the Contract, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires Contractor to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Contractor or its affiliates to the State against any payments due Contractor under any Contract with the State.

G. Force Majeure and Notice of Delay from Force Majeure:

Neither Party shall be liable to the other for any delay or failure to perform under this Contract if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Contract to either Party. In the case of any delay Contractor believes is excusable under this paragraph, Contractor shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Contractor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Contractor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising

because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Contractor shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Contract to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Contractor, provided that Contractor grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Contractor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

H. Severability:

If any provision, in whole or in part, of this Contract is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

I. Authority of Contractor's Signatory:

Upon execution, Contractor shall return the executed copies of this Contract in accordance with the instructions provided by DEO along with documentation ensuring that the below signatory has authority to bind Contractor to this Contract as of the date of execution. Documentation may be in the form of a legal opinion from the Contractor's attorney, or other reliable documentation demonstrating such authority, and is hereby incorporated by reference. DEO may, at its discretion, request additional documentation related to the below signatory's authority to bind Contractor to this Contract.

J. Execution in Counterparts:

This Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

K. Contact Information for Contractor and DEO Contacts:

Contractor's Payee:

Judy Giles, CFO
11921 Freedom, Ste 900
Reston, VA 20190
571-449-9733
judy.giles@telaforce.com

Contractor's Contract Manager:

Charles L. Eller, VP of Contracts
70 Ready Ave. NW
Ft. Walton Beach, FL 32548
850-897-8103
charles.eller@telaforce.com

DEO's Contract Manager:

Teresa Nichols
107 E. Madison St.
Tallahassee, FL 32399
850-599-0315
Teresa.Nichols@deo.myflorida.com

In the event any of the information provided in Section II.K. above changes, including the designation of a new Contract Manager, after the execution of this Contract, the Party making such change will notify all other Parties in writing of such change. Such changes shall not require a formal amendment to the Contract.

L. Notices:

The contact information provided in accordance with Section II.K. above shall be used by the Parties for all communications under this Contract. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

M. Attachments and Exhibits: Attached to and made part of this Contract are the following Attachments and/or Exhibits, each of which is incorporated into, and is an integral part of, this Contract:

- **Attachment 1:** Scope of Work
- **Attachment 2:** Certifications and Assurances

- Remainder of Page Intentionally Left Blank -

N. Execution:

I have read the above Contract and the attachments and exhibits thereto and understand each section and paragraph.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments, hereto, the Parties have caused to be executed this Contract by their undersigned officials duly authorized.

DEPARTMENT OF ECONOMIC OPPORTUNITY

TELAFORCE, LLC (TITAN TECHNOLOGIES)

By


Signature

By


Signature

Title

Ken Lawson
Executive Director

Title

Charles L. Eller
VP of Contracts

Date

4-5-2020

Date

April 5, 2020

Approved as to form and legal sufficiency, subject only
to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY**

By: _____

Approved Date: _____

- Remainder of Page Intentionally Left Blank -

Attachment 1

SCOPE OF WORK

CONTRACTOR IS REQUIRED TO COMPLETE ATTACHMENT 2.

1. Purpose

The purpose of this Contract is for the Contractor to receive and process overflow calls from the Department's existing call/contact centers to the Department of Economic Opportunity (DEO) Division of Workforce Services (DWS) for disaster related assistance. The Contractor shall be responsible for servicing all counties as specified in Executive Order (EO) 20-52. Services provided under this Contract will be used as needed for the following: to assist individuals served by DEO, individuals seeking services provided by DEO, and individuals making general inquiries through DEO's contact centers or program areas.

2. Background/Overview

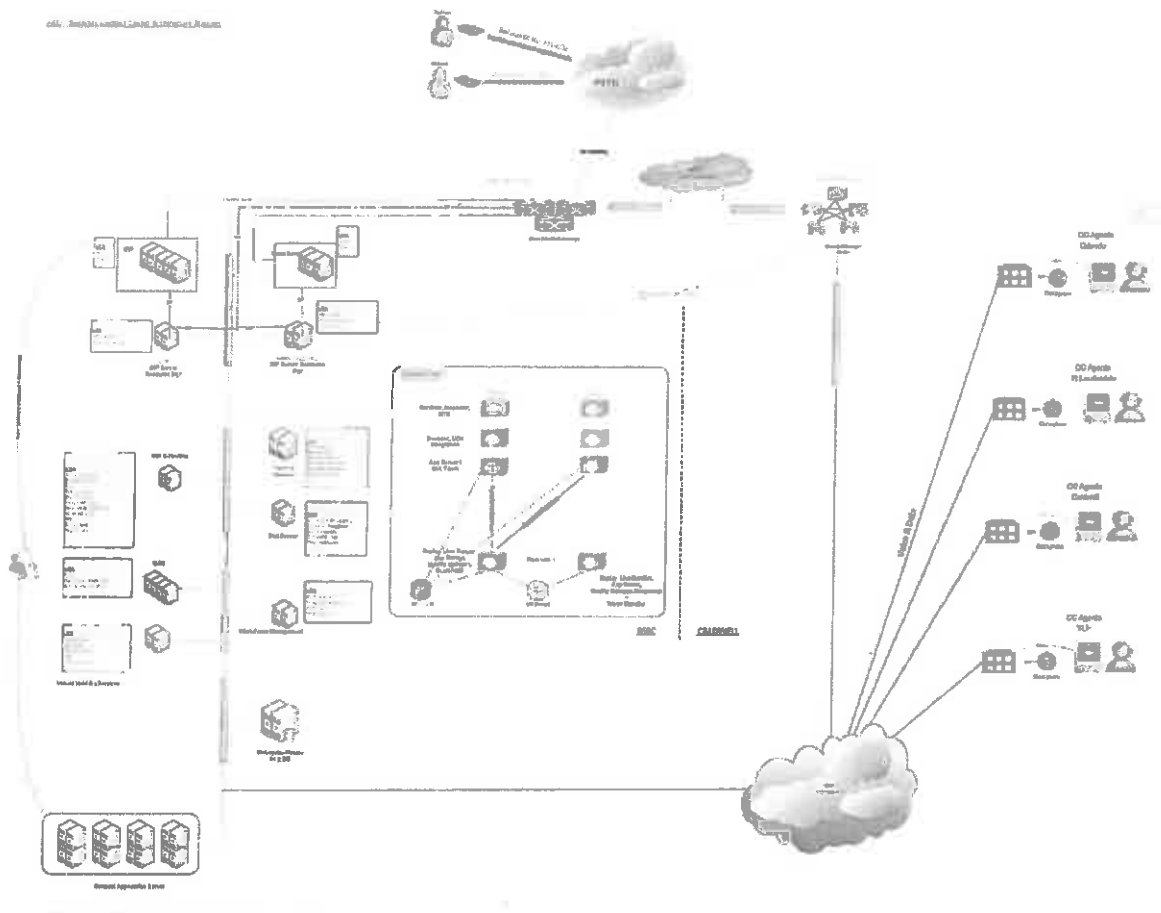
April 5, 2020

On March 9, 2020, the Governor issued EO 20-52. As a result, on March 12, 2020, the Federal Emergency Management Agency (FEMA) issued an emergency declaration for the State of Florida under FEMA-EM-3432, and declared a major disaster for the State of Florida on March 25, 2020 under FEMA-DR-4486.

The Contractor must maintain capacity to answer the increased call demand from Reemployment Assistance (RA) claimants. In the last few weeks, calls to DEO increased to 27,000 calls per week, and DEO answered 2% of the calls, with an average wait time of 400 minutes.

DEO must expand its capabilities to handle the increase demand in the RA Contact Centers. The objective of this Contract is to improve customer service, the overall performance, the overall answer rate, decrease call abandonment and blockage rate, decrease call durations, and improve overall performance on the Key Performance Indicators (KPIs) for the RA program.

The RA Contact Center currently operates eleven (11) toll free lines, managing 33 different queues. A description of DEO's Genesys system can be found below.



The current production statistics are provided below:

Week Ending	Calls Offered	Self-Service Answered	Agent Answered	Abandoned	Blocked
2/15/2020	28,241	8,569	12,689	3,806	2,999
2/23/2020	25,542	7,800	11,587	3,060	2,903
2/29/2020	23,750	7,285	11,883	2,736	1,643
3/7/2020	24,152	7,293	11,239	2,912	2,471
3/14/2020	27,885	8,002	11,406	3,735	4,492
3/21/2020	224,272	48,696	11,478	7,998	155,825
3/28/2020	864,313	73,794	8,935	9,804	771,605

3. General Description

Contractor must handle the overflow of calls processed through DWS's existing contact centers. Overflow calls will be routed to the Contractor, who will in turn provide specific information regarding reemployment assistance claims to customers and technical support, to RA and non-RA benefit recipients. Other customers may include individuals who are not receiving or applying for any government assistance but use DEO services, such as job seekers, employers or individuals who have general DEO related inquiries or labor law questions (i.e. employee/employer disputes), etc.

A. The Contractor will assist DEO in accomplishing the following objectives:

1. Increase the number of incoming calls answered – Add staff to existing resources in DEO to answer incoming calls in select queues
2. Decrease the wait time for answering calls
3. Decrease the abandonment /blocked (busy) rate
4. Improve the overall answer rate
5. Provide quality responses to claimants filing for reemployment assistance benefits
6. Accelerate the process for approving reemployment assistance claims
7. Personal Identification Number (PIN) reset

B. Contractor's staff may not be allowed in DEO facilities to perform the work, based on exigent circumstances.

C. Contractor must be able to provide call center services remotely, in response to any order issued by any relevant Federal, State, or local governmental authority, which restricts population movement.

D. Contractor must provide at least 1000 contact agents and 33 supervisors with completed Background Screenings pursuant to the requirements in Section 10.

E. Contractor is providing a cloud-based or mobile system, which meets the Department's objectives or requirements. Contractor's itemized price quote is listed in the table below:

Labor Category	Price
Supervisor	\$43.00 per hour
Contact Agent	\$37.00 per hour

Table 1

4. Deliverables, Tasks, Performance Measures and Financial Consequences

Deliverable No. 1 – Call Center Supervisors		
Tasks	Performance Measures	Financial Consequences
Contractor shall provide the services in Section 3. and ensure staff are available and prepared to respond overflow calls and PIN resets.	Contractor will provide statistical reports to track phone calls received and PIN resets completed by Contractor	Failure to provide required documentation will result in a \$50.00 financial assessment against Contractor per business day until required documentation is submitted, up to a maximum of a \$500.00 assessment per occurrence.
Cost will be based on Contractor's cost response as approved by DEO. The Contractor's monthly invoices will be based on the number of supervisor staff used and on the cost per position set forth in Section 3E. Table 1.	The following must be submitted to DEO's Contract Manager with the required invoice packet: 1) a system generated report based on the ACD system. Contractor's invoice must be in sufficient detail and with supporting documentation to	

	support a pre-and post-audit pursuant to Section 8.	
Total Not to Exceed \$2,951,520.00		
Deliverable No. 2 – Call Center Contact Agents		
Tasks	Performance Measures	Financial Consequences
Contractor shall provide the services in Section 3. and ensure staff are available and prepared to respond overflow calls and PIN resets. Cost will be based on Contractor's cost response as approved by DEO. The Contractor's monthly invoices will be based on the number of call center staff used and on the cost per position set forth in Section 3.E. Table 1.	Contractor will provide statistical reports to track phone calls received and PIN resets completed by Contractor The following must be submitted to DEO's Contract Manager with the required invoice packet: 1. sign-in sheets 2. call logs. Contractor's invoice must be in sufficient detail and with supporting documentation to support a pre-and post-audit pursuant to Section 8.	Failure to provide required documentation will result in a \$50.00 financial assessment against Contractor per business day until required documentation is submitted, up to a maximum of a \$500.00 assessment per occurrence.
Total Not to Exceed \$76,960,000.00		

5. DEO's Responsibilities

- A. Provide Initial Reemployment Assistance (RA) programmatic training to Contractor employees in the Contractor's designated training facility or remotely as mutually agreed to by the Parties to enable Contractor employees to accurately respond to and document results of calls transferred to the Contractor. Initial training will be provided within five (5) business days after the effective date of the contract, depending on training constraints.
- B. Provide DEO designated lead workers to work on site at the Contractor's call center facilities or remotely on an as-needed basis to provide technical assistance, on-the-job training, and to field questions. DEO estimates approximately one (1) lead worker will be needed for every twenty-five (25) contracted employees handling calls under this Contract. The Contractor and DEO will mutually determine the number of lead workers required and the duration they are required. These lead workers will provide RA programmatic training, assist with issues and questions and help the Contractor resolve Reemployment Benefits system access requirements and obtain interpretation services.
- C. Perform monitoring activities as determined by DEO to ensure Contractor is in compliance with contractual provisions. This may include desk-top reviews and/or remote call monitoring activities as determined by DEO.
- D. Make reasonable efforts to cooperate with the Contractor to provide technical assistance to ensure required Reemployment Benefits system connectivity, telephone transfers, training, interpretation services, and technical assistance, as needed, to help maintain the Contractor's compliance with the requirements of this contract.
- E. Provide MyFloridaNet (MFN) and telecommunications circuits on behalf of the Contractor. Configure DEO-provided services, such as the provisioning of a Virtual Private Network (VPN), to be used by the Contractor over MFN to access state-provided applications.

- F. Assist with all network and telecommunications configurations within the Department's call center and IT environment, as required, to transfer overflow calls to the Contractor's call center. Configure the Department's call center environment to receive calls transferred back from the Contractor to the Department for out of scope calls.
- G. Make available at no additional cost to the Contractor, language interpretation services.
- H. Meet with the Contractor monthly or as mutually determined by DEO and the Contractor to review status, operational results, customer complaints/resolution results, quality program results, call volume forecasts and action items including operational reports and performance metrics.
- I. Provide toll free telephone numbers and other information to support the referral and transfer of calls to the Department for out of scope call received by the Contractor.
- J. Provide a Project Manager to be the primary contact for the Contractor.
- K. Notify the Contractor, as soon as possible, of planned or unexpected operational outages that impact the delivery of services by the Contractor.
- L. Work with the Contractor to develop policies and processes to handle the scanning and disposal of hard-copy documentation in conformance with security requirements.
- M. Pay the Contractor based on the price/rate mutually negotiated between the Contractor and DEO, as specified in Section 8, Method of Payment.

6. Contractor's Responsibilities

- A. Notify the Department of any proposed changes to key operations staff such as the Project Manager, Contract Manager, or senior level individuals deemed essential for the successful performance of this Contract. The Contractor shall notify and obtain written approval from the Department of the proposed substitution as soon as possible, but no less than ten (10) business days prior to the change. Written documentation shall include documentation of the circumstances requiring the change in sufficient detail to permit evaluation on the impact to project implementation or service delivery.
- B. Be responsible for all employees used by the Contractor in providing services. Employees used by the Contractor are not considered employees of DEO or the State of Florida. As such, the Contractor is responsible for all personnel recruitment, selection, testing, evaluation, payroll, disciplinary actions, supervision, I-9, W-4, determining employee salaries, workers' compensation insurance, benefits, and compliance with all federal and state laws, rules, and regulations impacting business operations and employment in Florida including but not limited to, tax, withholdings, and remittance.
- C. Agents must answer up to 80% of the calls directed to the Contractor or an amount mutually agreed to by both parties based on call volume and be available for 90% of the assigned active work hours from 7:00AM to 7:00PM, Eastern Time, Monday through Friday, less State of Florida approved holidays or DEO declared emergencies or disasters, except as otherwise modified by the parties. Depending on workload demands, DEO reserves the right to have the Contractor provide services on weekends and State approved holidays and increase or decrease the number of calls above or below the ten thousand (10,000) call estimate without limitations or modify the types of calls processed by the Contractor within the requirements of applicable state and federal law and this contract.
- D. Staff the Contractor's call center to achieve service levels as determined by DEO. Based on the best data available, DEO estimates average talk time at full implementation to be approximately twelve (12) minutes. The average handling time per call varies significantly depending on the nature of the call.

- E. Ensure connectivity to the over TCP/IP through the MyFloridaNet (MFN). Connectivity to other state-provided web-based applications shall be provided through the MFN. Connectivity to the general Internet will not be provided through the MFN.
- F. Call back customers if required to resolve the customer's inquiry. The number of callbacks resulting from inbound calls is estimated to be no more than one thousand (1,000) per week and are considered active agent hours.
- G. Immediately notify the DEO Project Manager and submit a written report within twenty-four (24) hours of any situation which could reasonably be expected to adversely affect the Contractor's ability to fulfill its responsibilities under this contract.
- H. Make reasonable efforts to cooperate with DEO and/or DEO designated Contractors to ensure DEO Reemployment Benefit system connectivity and telephone transfers are available, operational, and maintained and interpretation and document destruction services are available as needed.
- I. At a minimum, maintain the capability to handle calls in English, Spanish and Haitian-Creole. Additional language interpretation services needed in support of this contract will be made available to the Contractor, at no cost to the Contractor, through an existing contract DEO has for multilingual telephonic language interpretation services. The Contractor shall coordinate use of these services through the DEO Project Manager.
- J. Ensure any prerecorded messages used by the Contractor and received by callers while waiting for services do not include any solicitations.
- K. Upon execution of this Contract, the Contractor must provide at least 250 staff to attend initial Reemployment Assistance (RA) programmatic training. Contractor shall provide DEO a rollout plan upon execution of the Contract to identify timeline intervals additional staff can be provided for up to 1,000 agents, 1,200 agents, 1,400 agents, 1,600 agents, 1,800 agents, and 2,000 agents. DEO reserves the right in its sole discretion to determine if additional, or fewer agents are needed.
- L. Meet with Department operations staff on a monthly basis or as mutually determined by DEO and the Contractor to discuss status, operational results, customer complaints/resolution results, quality program results, call volume forecasting and action items including operational reports and performance metrics.
- M. Provide a Daily and Monthly Summary Statistical Report as mutually agreed by the Parties following the end of each month. The table below reflects potential measurements required by the government. DEO reserves the right to modify these requirements, at its discretion, based on business demands.

Measurement	Description
On-Time Service Level Achievement	Measures the % of calls answered within X seconds
Average Speed of Answer (ASA)	Measures average time it takes for a customer to reach an Agent
Call Abandonment Rate	Measures the % of callers which hang up before reaching an Agent
Short Call Abandonment Rate	Measures the % of callers which hang up within the first 30 seconds
Agent Productivity	Measures the amount of productive work provided across all channels as a percentage of total paid time
Average Handle Time	Measures the average amount of time spent handling a contact (sum

Measurement	Description
	of talk time + hold time + after call work)
Average Talk Time	Measures the average amount of time spent talking with the contact (sum of talk + hold time)
Average After Call Work Time	Measures the average amount of time required to wrap up a contact after terminating the call.
Call Volume	Tracks the number of interactions received
Language Services Volume	Tracks the number of calls received, by supported language, and those requiring language interpretation services.
Blocked Calls	Measures the number of callers who received a busy signal and, hence, could not get through to the call center
Transferred / Referred Calls	Measures the number of callers who are transferred or referred back to the Department.

- N. The Contractor's call center environment or remote agents shall be dedicated for this program and shall not be shared with other programs.
- O. Ensure the Contractor or its employees, subcontractors, or agents comply with the provisions of this Contract, do not use or sell claimant information and provide a written policy to its employees, subcontractors, or agents to ensure data privacy and security of the information. DEO reserves the right to obtain a copy of the written policy upon request.
- S. Comply with State of Florida network security requirements for all systems connected to the state mainframe in support of this contract as specified in rule 60GG, Florida Administrative Code, available at: [https://www.flrules.org/gateway/RuleNo.asp?title=Information Technology Standards&ID=60GG-2.001](https://www.flrules.org/gateway/RuleNo.asp?title=Information%20Technology%20Standards&ID=60GG-2.001) Notify and fully report to the DEO RA/Internal Security Unit (ISU) in writing by email at Internal.Security@deo.myflorida.com within seventy-two (72) chronological hours of the separation of any Contractor's employee performing work under this contract Ensure that authentication to RA related information is different than authentication for other Contractor systems (e.g., No single sign on for multiple customers).

7. Equipment

Contractor shall, either or both, as requested by DEO:

- A. Provide all equipment which meets the security requirements of DEO, or
- B. Be able to provide a cloud based or mobile system or some combination of all of the above which meets DEO's objectives or requirements.

8. Method of Payment/Invoice

In addition to the requirements specified in sections I.D, and I.G of the core contract, the following applies to Contractor payments:

Contractor shall submit one invoice per month to DEO on or before the 10th calendar day of each month for the deliverable completed and/or services rendered the previous month, unless another date is mutually negotiated by the Parties. If there are any questions or concerns regarding an invoice, Contractor shall contact the DEO Contract Manager listed in Section II.K, Contact Information, for Contractor and DEO Contacts, of the Contract.

Expenditures billed must be in accordance with all State of Florida laws, rules, and regulations and must comply with the requirements specified in Section I.G, Contractor Payments, of the Contract. Invoices must be submitted on Contractor's letterhead stationery and must include the invoice point of contact (name, telephone number, and email address), Contract number, purchase order number, deliverable number/service for which payment is being claimed, and the amount being claimed. To be payable, Contractor must provide details sufficient to support all costs and sufficient documentation with Invoices to support a pre- and post-audit of the charges claimed in accordance with subsection 287.058(1)(a), F.S. Reimbursements will be limited to federal and state statutory limits and must be in accordance with the guidelines established in the Florida Department of Financial Services' (DFS) *Reference Guide for State Expenditures* available at: <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

The State may require any other information from Contractor that the State deems necessary to verify that the goods and or services have been rendered under this Contract.

Contractor will submit with the invoice all documentation to support any reimbursements to DEO for review.

9. Confidentiality and Safeguarding Information

In addition to the requirements specified in Section I.T of the core Contract, the following applies to Confidentiality and Safeguarding Information:

Contractor may have access to confidential information while performing the services described in this Contract. Contractor must implement procedures to ensure protection and confidentiality of data, files and records involved with this Contract. All Contractor employees assigned to this project must sign a confidentiality statement which will be provided by DEO upon Contract execution. Contractor's confidentiality procedures must be approved by DEO and must comply with all state and federal confidentiality requirements, including but not limited to section 443.1715, F.S., and 20 CFR Part 603.

1. Any confidential reemployment information received under this contract will not be stored on any portable storage media or peripheral devices (e.g., laptops, thumb drives, iPads, cell phones, etc.) capable of storing the information.
2. Contractor employees providing services under this Contract with access to confidential information must receive initial, on-going, and annual security training and awareness on the confidentiality provisions of this Contract, section 443.1715, F.S., and 20 CFR Part 603, and ensure Contractor employees who are granted access to confidential information receive a background screening, as described in the Contract.

3. Contractor will adhere to the provisions of this Contract to protect the confidentiality of information obtained from DEO under this Contract against unauthorized access or disclosure and agrees:
 - a. The information will be used only to the extent necessary to assist in the valid administrative needs of the Contractor and shall be disclosed only for those purposes as defined in this Contract or as authorized by law.
 - b. Any confidential information obtained from DEO shall be stored in a place physically secure from access by unauthorized persons.
 - c. The information shall not be used for any purposes not specifically authorized by this Contract.
 - d. Contractor will safeguard access to the confidential information in such a way that unauthorized persons cannot view, print, copy, or retrieve the information by any means.
 - e. Contractor will instruct all personnel granted access to the confidential information provided by DEO regarding the confidential nature of the information, the safeguards and requirements of this Contract and provisions specified in sections 443.1715, F.S., and 20 C.F.R 603.
 - f. Contractor will take precautions to ensure that only authorized personnel who have a recognized need to know, as attested by the Contractor, are given access to the confidential information.
 - g. Contractor understands and agrees to promptly notify DEO of any breach of security (as defined in F.S. 501.171) related to confidential data in their possession. Contractor further understands and agrees to be responsible for full compliance with section 501.171, F.S., if applicable, in the event of a breach of security (as defined therein) concerning personal information (as defined therein) in their possession, including but not limited to, providing notifications to affected persons. Contractor agrees to provide any such breach notifications, if applicable, to DEO for prior review and approval of the contents of the notice. DEO has the right under this Contract to reasonably determine if section 501.171, F.S., applies, if notifications are necessary, and what type of notification is required under section 501.171, F.S. Contractor is responsible for all costs incurred in sending breach notifications due to breaches caused exclusively by the Contractor, its employees, subcontractors, or agents.
 - h. Contractor understands and agrees the provisions of this Contract regarding the requirements to safeguard the confidentiality of the information which is subject to this Contract are considered material conditions of this Contract.
4. Portable computing devices (e.g. iPads, Thumb drives, and other portable storage media devices, etc.) Contractor agrees these shall not be used in the performance of this contract.
5. Contractor shall ensure that no copies, excerpts, or photos containing DEO's confidential information are made or taken by Contractor's employees except as reasonably necessary for Contractor to perform under this Contract.
6. Contractor shall permit DEO, its agents, or other state and federal representatives authorized to conduct inspections described in this section, or their designees, to make on-site inspections

of records relevant to this Contract, to ensure compliance with section 443.1715, F.S., 20 CFR 603, and any other applicable state and federal law, regulations, or rules. Such inspections may take place with notice during normal Contractor business hours wherever the records are maintained. Contractor will ensure a system is maintained that is sufficient to permit an audit of Contractor's compliance with this Contract and the requirements specified above. Failure to allow such inspections or maintain such a system constitutes a material breach of this Contract.

All data, both electronic and hard copies, received by Contractor from DEO during the Contract are the property of DEO and must be surrendered to DEO upon expiration, termination or cancellation of this Contract at no cost to DEO.

10. Background Screening

DEO has determined Contractor's current background screening requirements, which consist of: Social Security Trace, National Criminal Locator Database Search, County Criminal search for where they are currently living, and Credit Check; meets minimum requirements for a Level 2 background screening equivalent specified in Section 435.04, F.S. In the event the Contractor can not complete the type of screening currently used, a minimum of a Level 1 screening must be completed pursuant to the requirements of Section 435.03, F.S. Contractor may access FDLE website to perform the background check and is responsible for payment. The address for the website is: <http://www.fdle.state.fl.us/cms/Criminal-History-Records/Obtaining-Criminal-History-Information.aspx>. Written FDLE background checks must be submitted and approved prior to staffing changes.

DEO has designated certain duties and positions as positions of special trust because they involve special trust responsibilities, are located in sensitive locations or have key capabilities with access to sensitive or confidential information. The designation of a special trust position or duties is at the sole discretion of DEO.

Contractor or Contractor employees who in the performance of this Contract will be assigned to work in a position determined by DEO to be a position of special trust are required to submit to an equivalent Level 2 background screening pursuant to the standards specified in Section 435.04, F.S., and be approved to work in a special trust position prior to being assigned to this project.

Level 2 screenings include Livescan fingerprinting of individuals and submission of the fingerprints through the Florida Department of Law Enforcement (FDLE) for a local, state and National Crime Information Center (NCIC) check of law enforcement records through the Federal Bureau of Investigation (FBI).

Contractor or Contractor employees who have criminal histories, are under criminal investigation or become the subject of a criminal investigation for any disqualifying offense, including, but not limited to, theft, fraud, forgery, embezzlement, crimes of violence, or any similar offenses should not be assigned to this project. Screening results indicating convictions of disqualifying offenses will result in Contractor or a Contractor employee not being allowed to work on this project. This includes individuals who plea or pled nolo contendere or no contest to disqualifying offenses.

All costs incurred in obtaining background screenings shall be the responsibility of Contractor. DEO's Contract Manager will provide guidance and assistance to Contractor, as necessary, in obtaining the required Level 2 screenings. The results of the screenings are confidential and will be provided by secure email transmission from FDLE to DEO and will be maintained by DEO's

Contract Manager. DEO's Contract Manager will provide written approval or disapproval of Contractor's employees to Contractor. Contractor employees are prohibited from performing any work under this project until written approval of the employee is received from DEO's Contract Manager. DEO reserves the right to make final determinations on suitability of all Contractor employees assigned to this project.

11. Contract Document

The interpretation and performance of this Contract, and all transactions under it shall be governed by the laws of the State of Florida.

12. Amendments and Changes

- A. This Contract represents the entire agreement between the Parties and, upon the Contract's effective date, replaces all prior negotiations, interpretations and understandings between the Parties related to the subject of this Contract. Except for Contract Manager information specified in Section II.K, any changes, alterations, deletions, or additions to the terms set forth in this Contract must be by written amendment executed by all Parties. Contract Manager changes may be provided without a formalized amendment, by providing an email change notification to the other Parties.
- B. The Parties agree to follow and be bound by the terms and conditions of any governing federal and state laws, regulations, rules and any policy decisions or directives from the Department of Labor or DEO effective upon receipt of written notice directing that such laws, regulations, rules, policy decisions or directives apply to this Contract, without a formalized amendment.
- C. No employee of the Parties, other than the authorized individuals who execute this Contract or their future designee(s) or replacements, shall have authority to amend, alter, delete, or waive any provisions of this Contract, either expressly or by implication, except as provided in Section 12., paragraph A., above. No advice or assistance that may be rendered by such employee(s) shall add to the obligations of the other Parties under this Contract.

13. Financial Consequences for Failure to Timely and Satisfactorily Perform

Failure to complete the deliverable in accordance with the requirements of this Contract will result in substantial injury and damages arising from such failure cannot be calculated with any degree of certainty. Therefore, it is hereby agreed that if the services are not timely and satisfactorily performed, and if the Parties agree to a corrective action plan, but Contractor then fails to comply with the approved corrective action plan, Contractor may be assessed Financial Consequences as specified in Section 4.

If Contractor has only one instance of failure to timely and satisfactorily complies with an approved corrective action plan, then DEO, through consultation with the impacted LWDB, and in DEO's sole and absolute discretion, may grant a one-time waiver when Contractor complies with the corrective action plan.

14. Notification of Instances of Fraud

Instances of Contractor operational fraud or criminal activities shall be reported verbally to DEO's Contract Manager within 24 hours, followed by a formalized written report within two business days.

15. Excused Services/Deliverables Failure

The Contractor may be excused for failing to meet services/deliverables if such failure is beyond the control of the Contractor and is approved, in writing, by DEO. Excusals may be approved for such events as, but not limited to: acts or omissions of DEO, any other State Department, or third parties other than the Contractor's subcontractors providing services to or for the Department, including:

- A. Announcement of new legislation affecting services/deliverables; or,
- B. Unofficial media announcements relating to state/federal changes to legislation.
- C. Federal guidance impacting services/deliverables.

The Contractor shall advise the Department in writing within 72 hours, of any circumstance or occurrence which would excuse or affect the Contractor's ability to achieve any of the services/deliverables. The Agency shall have sole authority to excuse services/deliverables. Disputes shall be resolved following guidance in Section E, paragraph III.D.

Remainder of Page Left Intentionally Blank

Attachment 2

CERTIFICATIONS AND ASSURANCES

DEO will not award this Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Contract, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
- C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)
- D. Certification Regarding Public Entity Crimes, section 287.133, F.S.
- E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)
- F. Certification Regarding Scrutinized Companies Lists, section 287.135, F.S.

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or Department;
- 2. Have not within a three-year period preceding this Contract been convicted 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 a public 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;
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
- 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

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 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.

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 Department, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form of Lobbying Activities,” in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract 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.

C. NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States

shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

Contractor also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all agreements Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that DEO and the United States have the right to seek judicial enforcement of the assurance.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform DEO immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all Recipient and/or Subrecipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135, F.S.

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby 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. Both lists are created pursuant to section 215.473, F.S.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Contract.

By signing below, Contractor certifies the representations outlined in parts A through F above are true and correct.



Charles L. Eller, VP of Contracts

(Signature and Title of Authorized Representative)

TelaForce, LLC a Titan Technologies Company April 5, 2020

Contractor

Date

70 Ready Ave NW

(Street)

Ft. Walton Beach, FL 32548

(City, State, ZIP Code)

-End of Attachment 2

