

**STATE OF FLORIDA  
DEPARTMENT OF REVENUE  
STANDARD CONTRACT**

*Use for non-CSP contracts (delete this instruction)*

**THIS CONTRACT** is entered into between the State of Florida, Department of Revenue, hereinafter referred to as the "Department," and \_\_\_\_\_ hereinafter referred to as the "contractor." As further agreed to and described in Section III. of this contract, this contract shall begin on \_\_\_\_\_, or on the date on which the contract has been signed by the last party required to sign it, whichever is later, and shall end on \_\_\_\_\_. For this contract, there shall be \_\_\_\_\_ ( ) \_\_\_\_\_ ( ) optional renewal periods. **OR** This contract may not be renewed.

*Make sure that the Effective and Ending dates of the contract match with those entered in Section III.A. and that the Contract Renewal provision, or absence of renewal, in Section III.B. is consistent.*

**I. THE CONTRACTOR AGREES:**

**A. Contract Document**

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

**B. Governing Law**

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

**C. Invoicing and Travel**

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

**D. Records and Retention**

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

**E. Audits, Inspections, Investigations and Monitoring**

1. To allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by the contractor in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the contractor's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate the contract.

**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 AT (850) 617-8347, or email: [Sarah.Wachman.Chisenhall@floridarevenue.com](mailto:Sarah.Wachman.Chisenhall@floridarevenue.com), or Mail to: PO Box 6668, Tallahassee, FL 32314-6668.**

2. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the Department.
3. To permit persons duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the contractor which are relevant to this contract; and to interview any clients, employees and subcontractor employees of the contractor to assure the Department of the satisfactory performance of the terms and conditions of this contract. Following such review, the Department will deliver to the contractor a written report of its findings and where appropriate, a request for the contractor to submit a corrective action plan (see subsection III.C.).
4. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General (section 20.055, Florida Statutes), and/or the Auditor General of Florida.
5. To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.
6. To provide a financial and compliance audit to the Department as specified in \_\_\_\_\_ and to ensure that all related party transactions are disclosed to the auditor.

#### **F. Indemnification**

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

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

#### **G. Insurance**

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

#### **H. Confidentiality of Information**

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

1. That disclosure of taxpayer information or information relative to custodial parents - no matter how it was obtained by the Department - including information contained on tax returns, received in phone calls, or any communication is prohibited.

A tax return and all information contained on it is confidential. This includes any document submitted to the Department by any person, any amendment or supplement and all supporting schedules, attachments or lists.

2. That disclosure of a taxpayer's or custodial parent's identity, the nature, source, or amount of his/her income, payments, receipts, deductions, exemptions, credits, assets, liabilities, net worth, tax liability, or any other information about a person obtained by the Department is prohibited. Identity includes the name of a person, his or her mailing address, his or her taxpayer identifying number or social security number, or any combination thereof. Disclosure means making known to any person in any manner whatsoever, the contents of a return, return information, or the identity of a taxpayer or custodial parent.
3. That the Department has an obligation to the taxpayer and custodial parent and a lawful duty to protect the confidentiality of taxpayer and child support information. Taxpayers and custodial parents expect the Department to take the necessary measures to protect their right to privacy. Therefore, each person given access to confidential information must ensure the confidentiality of the information entrusted to the Department and prevent its unauthorized disclosure.
4. THAT IF THERE IS ANY DOUBT OR UNCERTAINTY CONCERNING DISCLOSURE OF TAXPAYER OR CHILD SUPPORT INFORMATION, THE INFORMATION MUST NOT BE DISCLOSED. Any questions should be directed to the contract manager who will discuss the question with the Department's Disclosure Officer within the Office of General Counsel
5. Pertaining to IRS Tax Return information:
  - a. Pursuant to IRS Publication 1075, Section 11.3, all agencies intending to disclose federal tax information to contractors (including consolidated data centers, off-site storage facilities, shred companies, information technology support, and for tax modeling or revenue forecasting purposes) must notify the IRS prior to executing any agreement to disclose to such a person (contractor), but in no event less than forty-five (45) days prior to the disclosure of FTI (Federal Tax Information). In addition, if an existing contractor employs the services of a sub-contractor, a notification is required forty-five (45) days prior to the disclosure of FTI. State tax authorities are authorized by statute to disclose information to contractors for the purpose of, and to the extent necessary, in administering state tax laws, pursuant to Treasury Regulation 301.6103(n)-1. Agencies receiving FTI under authority of IRC 6103(l)(7) may not disclose FTI to contractors for any purpose.

FTI will not be disclosed.

FTI will or may be disclosed.

Prior IRS approval has been obtained and is in the contract manager's files. IRS Publication 1075, Exhibit 6, provides detailed requirements on the content of the forty-five (45) day notification to the IRS. The contract manager should refer to: <http://www.irs.gov/pub/irs-pdf/p1075.pdf>

- b. That information available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the Department is prohibited.
- c. That the contractor agrees to completely purge tax return data processed during the performance of this contract from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor agrees to safeguard any IRS data remaining in any storage component to prevent unauthorized disclosures.
- d. That any spoilage or any intermediate hard copy printout that may result during the processing of IRS data must be given to the Department. When this is not possible, the contractor is responsible for the destruction of the spoilage or any intermediate hard copy printouts, and must provide the Department with a statement containing the date of destruction, description of material destroyed, and the method used.
- e. That no work involving federal tax information furnished under this contract will be subcontracted without prior written approval of the Department and the IRS.
- f. That the contractor must maintain a list of employees authorized to access IRS tax information. Such list is to be submitted to the Department's contract manager annually and, upon request, to the IRS reviewing office.
- g. To safeguard all return information as outlined in Sections 1 through 11 in IRS Publication 1075 (rev. 6/2000) or any subsequent publication.
- h. That the Department retains the right to terminate this contract if the contractor fails to provide the safeguards described above.
- i. That disclosure of tax returns or tax return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five (5) years, or both, and the costs of prosecution. Unauthorized disclosure of returns or return information may also result in civil

damages in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

- j. That information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as one (1) year, or both, and the costs of prosecution. Any such unauthorized inspection or disclosure of returns or return information may also result in civil damages in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC Section 7213A and 7431.
  - k. That it is incumbent upon the contractor to inform its staff and subcontractors of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to Department records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established hereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or Department not entitled to receive it, shall be guilty of a misdemeanor and fined up to \$5,000.
  - l. That the IRS and Department shall have the right to send its officers and employees into the offices and plants of the contractor or subcontractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be non-compliant with contract safeguards.
6. That the contractor is subject to the provisions of section 501.171, Florida Statutes, that requires the reporting and remedies for breach of security related to third-party confidential information, as well as fines of up to \$500,000 for failure to report timely. For persons affected by a breach who reside outside the State of Florida, the contractor would also be subject to comply with the laws of states where those individuals reside.

**I. Assignments and Subcontracts**

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

**J. Return of Funds**

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

**K. Purchasing**

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

That the State of Florida has instituted MyFloridaMarketPlace, a statewide e-Procurement system. Pursuant to section 287.057, Florida Statutes, all vendors wishing to do business in Florida, must register through the MyFloridaMarketPlace website on the Internet unless exempt pursuant to 60A-1.031, F.A.C. Additionally, all payments made to a non-exempt vendor shall be assessed a Transaction Fee as described in 60A-1.031, F.A.C. (unless the fee is adjusted by the Florida legislature), which is paid to the State.

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

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

**L. Non-discrimination Requirements**

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

**M. Employment of Illegal Aliens**

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

That pursuant to Executive Order 11-02 signed on January 4, 2011, the contractor will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and subcontractors.

**N. Independent Capacity of the Contractor**

1. To act in the capacity of an independent contractor and not as an officer, employee of the State of Florida, except where the contractor is a state agency. Neither the contractor nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the Department unless specifically authorized in writing to do so.

2. That this contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract.
3. To take such actions as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
4. That the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the contractor, or its subcontractor or assignee, unless specifically agreed to by the Department in this contract.
5. That all deductions for social security, withholding taxes, income taxes, garnishment or other court reductions in pay, contributions to unemployment compensation funds and all necessary insurance for the contractor, the contractor's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the contractor.

**O. Sponsorship**

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

**P. Publicity**

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

**Q. Final Invoice**

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

**R. Lobbying**

To comply with the all applicable lobbying regulations, including sections 11.062 and 216.347, Florida Statutes, which limit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch, or a state agency in Florida.

**S. Public Entity Crime**

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

**T. Patents, Copyrights, Royalties and Rights to Products**

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

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

**U. Emergency Preparedness**

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

**V. Criminal History Record Checks (CHRC)**

That the Department requires national (Level 2) criminal history record checks on all contractor’s employees or subcontractor staff that have access to the Department’s facilities, confidential or sensitive information, or information systems, unless formally waived or exempted in writing by the Department.

That the requirements for such checks are outlined in *Attachment D – Criminal History Record Check Requirements*. This document is required for all contractors’ who have not been waived or exempted from the criminal history record check process.

That contractors’ employees shall be subject to new criminal history record checks every five (5) years from the prior criminal history record check as long as the contract is in effect.

That the Department reserves the right to require criminal history record checks at any time during the life of the contract. The contractor agrees to submit to any criminal history record checks upon written request from the Department. The cost of performing the criminal history record checks shall be borne by the contractor.

That the contractor shall utilize the CHRC fingerprinting entity designated by the Department, and understands that the results from the inquiry will be reported directly to the Department. All CHRC results are confidential and are used for the sole purpose of determining suitability to work.

That during the term of the contract, the contractor shall report to the Department in writing by sending an email to CHRCcontractors@dor.state.fl.us, the arrest, charge or notice to appear for an alleged violation of law in any state or other jurisdiction for any contractors’ employees or subcontractor staff assigned to this contract within one (1) business day of contractor’s knowledge. The notice shall include the contractor’s name, the contractor’s employee’s name, and the location and nature of the alleged violation. The Department reserves the right to immediately suspend or terminate contractor’s employees access if it is determined that the alleged violation conflicts with the scope of work described in this contract.

That the refusal of contractor (or its individual employees or subcontractors) to comply with this section of this contract may result in the immediate termination of the contract.

That it is the responsibility of contractor’s employees to contest, to their employer, any disqualification for work based on an alleged violation.

**W. Access to Department Facilities, Information and Systems**

1. Granting Access

- a. That upon execution of the contract, the contractor will provide the Contract Manager a list of all contractor’s employees or subcontractor staff that will require access to Department facilities, confidential or sensitive information, or information systems. The list should include the following information:

- Name, telephone number, email address, work location, access desired, justification, and the effective date of the desired access for each person listed.
- b. That any time during the life of the contract, the contractor may submit a request for additional contractor's employees or subcontractor staff to be granted access to Department facilities, confidential or sensitive information, or information systems. The list should include the same information listed in above.
- c. That resources and facilities to which specific authorized access may be requested include but are not limited to:
  - Office Buildings,
  - Restricted Rooms within Office Buildings,
  - Restricted Data,
  - Department Intranet,
  - Department Network, and
  - Data Management Systems such as FLORIDA, CAMS and SUNTAX.
- d. Upon receipt of the list, the Department Contract Manager will determine the appropriateness of each access request and work with the contractor to have the appropriate accesses granted.
- e. That contractor's employees and subcontractor staff may be required to sign Department or other agency security forms to gain access. Additionally, they may be required to view security videos, take on-line or instructor-led training, and review Department policies.
- f. That access will not be granted to contractors' employees and subcontractor staff until criminal history record check results have been received and deemed satisfactory by the Department.
- g. That contractor's employees and subcontractor staff must not share user names, passwords, or security devices for access to Department information resources or facilities. The Department will terminate access and may initiate other contractual remedies if sharing occurs.

## 2. Changing and Terminating Access

- a. That the Contractor must notify the Department Contract Manager, in writing, no less than five (5) business days in advance of any one of the following changes:
  - Separation,
  - Termination,
  - Reassignment to another project, or
  - Change in the type of access required.
- b. That notification shall include name, telephone number, email address, work location, justification, and the effective date of the change.
- c. That changes to the type and frequency of the access may require contractors' employees and subcontractor staff to sign new or amended Department or other agency security forms, to view security videos or to review Department policies.
- d. That contractors are responsible for returning to the Contract Manager all security identification cards, access devices or other Department property on or before the separation, termination or reassignment of contractor's employees or subcontractor staff.
- e. That contractors are responsible for submitting to the Contract Manager a written acknowledgement stating they understand they remain subject to the confidentiality provisions of this contract, specifically but not limited to, Section I.H.

## X. REPORTING FRAUD

That any detected or suspected fraudulent activity committed against the Department, using Department resources, or affecting Department services must be reported to Department immediately in one of the following ways:

- a. Using SUNTAX.
  - Individuals with access to SUNTAX will report tax violations using the Create Lead Referral action item within SUNTAX.
- b. Using Ethics Link.
  - Individuals with access to the Department's intranet will select a fraud incident type within Ethics Link to submit a report.



c. Directly to the Office of Inspector General by calling (850) 617-8152 or sending an email to Inspector General.

No individual shall be retaliated against for reporting suspected fraudulent activity or participating in the investigation of suspected fraudulent activity.

The Department will pursue available legal remedies to recover losses, if appropriate. Legal actions will be taken against consultants, vendors, contractor, contractor's employees, or any other external parties and/or entities determined to be participants in fraud.

**Y. FINANCIAL CONSEQUENCES**

That the following financial consequences will apply for failure to comply with the terms and conditions of this contract:

*Include any financial consequences for failure to provide the deliverables as described above. The financial consequences should reflect actual damages that the department would incur should the failure occur. Deliverables for core processes may be significant while support oriented services may be minimal. Delete these instructions prior to saving.*

**Z. Prohibition of Scrutinized Companies**

That in accordance with section 287.135, F.S., the Contractor certifies (by signing this contract) that the company is not on the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and that it does not have business operations in Cuba or Syria; and that the company is not participating in a boycott of Israel. In the event, the contractor is placed on one of the scrutinized lists after execution of this contract, the contractor shall immediately report the action to the Department. If it is determined that a false certification was made by the contractor, the contractor is subject to the civil penalties and actions described in section 287.135(5), F.S.

**II. THE DEPARTMENT AGREES:**

**A. Contract Amount**

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

**B. Contract Payment**

i

**C. Vendor Ombudsman**

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

**III. THE CONTRACTOR AND DEPARTMENT MUTUALLY AGREE:**

**A. Effective and Ending Dates**

That this contract shall begin on \_\_\_\_\_, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end on \_\_\_\_\_. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

**B. Contract Renewal**

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

this contract, there shall be ( ) ( ) optional renewal periods. *Example: For this contract, there shall be three (3) one (1) year optional renewal periods. Delete this red text example prior to finalizing.*

*Or (if Sole Source)*

This contract may not be renewed.

*If no renewal is available delete the top paragraph. Delete this red text prior to finalizing.*

**C. Corrective Action Plan**

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

**D Termination**

1. That this contract may be terminated by the Department without cause upon no less than \_\_\_\_ (\_\_\_\_) calendar days' notice in writing to the other party unless a shorter time is mutually agreed upon in writing.
2. In the event funds for payment pursuant to this contract become unavailable, the Department may terminate this contract upon no less than twenty-four (24) hours' notice in writing to the contractor. The Department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the contractor will be compensated for any work satisfactorily completed.
3. That this contract may be terminated for the contractor's non-performance upon no less than twenty-four (24) hours' notice in writing to the contractor. If applicable, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Department's right to remedies at law or in equity.
4. That failure to have performed any contractual obligations with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. To be terminated as a contractor under this provision, the contractor must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract terminated by the Department for cause.
5. That written notice of termination shall be delivered by U.S. Certified Mail, any expedited delivery service that provides verification of delivery, or by hand delivery to the Department Contract Manager or the representative of the contractor responsible for administration of the program as appropriate.
6. That this contract shall be terminated if contractor is determined placed on the list of Scrutinized Companies as described in section 287.135, Florida Statutes.

**E. Renegotiations or Modifications**

1. That modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level

increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

2. That the parties agree to renegotiate this contract if federal and/or state revisions of any applicable laws, or regulations make changes in this contract necessary.

**F. Notice**

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

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

1. The contractor name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. The name of the contractor's contact person and street address where financial and administrative records are maintained is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**H. All Terms and Conditions Included**

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

<b>Applicable attachments: ☒ indicates the attachment applies to this contract.</b>		
	<b>Attachment #</b>	<b>Attachment Title</b>
<input type="checkbox"/>	<b>Attachment A</b>	<b>Scope of Work/Additional Provisions</b>
<input type="checkbox"/>	<b>Attachment B</b>	<b>Order of Precedence (and Contract Content)</b>
<input type="checkbox"/>	<b>Attachment C</b>	<b>Other – See attachment for details</b>
<input type="checkbox"/>	<b>Attachment D</b>	<b>Criminal History Background Check Requirements</b>
<input type="checkbox"/>	<b>Attachment E</b>	<b>Access to Department Information Resources and Facilities</b>
<input type="checkbox"/>	<b>Attachment F</b>	<b>Required Training Courses</b>
<input type="checkbox"/>	<b>Attachment G</b>	<b>Other - See attachment for details</b>
<input type="checkbox"/>	<b>Attachment H</b>	<b>Other - See attachment for details</b>

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

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

**CONTRACTOR:**

**FLORIDA DEPARTMENT OF REVENUE**

**SIGNED  
BY:**

**SIGNED  
BY:**

**NAME:**

**NAME:** Clark M. Rogers

**TITLE:**

**TITLE:** Director, Office of Financial Management

**DATE:**

**DATE:**

Contractor MFMP Vendor #  
(Federal EID # and MFMP  
Extension):

**FLORIDA DEPARTMENT OF REVENUE  
Office of the General Counsel**

**Date:**

**Approved as to form and legal content**

## Attachment A Scope of Work

***Below are sample areas that can be included. Not mandatory in this structure. (delete red text prior to finalizing)***

*A well written SOW answers the What, Why, Where, When and How questions. What you want to buy is addressed in the introduction and scope sections. Why you want it is explained in the background section. Where the work is to be done is covered in the place of performance section. When the work is to be done is covered in the period of performance section. How the work is to be done is set forth in the technical requirements and delivery sections, supported by the applicable documents and supporting information sections. Delete these instructions prior to saving.*

### **PART 1 – GENERAL INFORMATION**

*The information presented in Part 1 provides a general introduction to the work requirements described in Part 2. Part 1 is introductory in nature; keep it short and to the point. Delete these instructions prior to saving.*

Section A – Introduction

Section B – Background

Section C – Scope

Section D – Applicable Documents

### **PART 2 – WORK REQUIREMENTS**

*This section is to describe the contractual work requirements. This is the most important part of the SOW. This section contains all of the technical details related to the work requirement. You must describe the work requirements, the required end products, any special considerations or restraints that apply, and the criteria for determining whether the requirements are met. Keep in mind that the SOW applies only to action taken after contract award. Do not include any material related to the contractor's proposal or other matters pertaining to the solicitation or source selection process. Delete these instructions prior to saving.*

Section A – Technical Requirements

Section B – Deliverables/Performance Measures

*Include a description deliverable, the date the deliverable is due and cost to be paid for acceptance of the deliverable. If deliverables can not be specified, then Performance Measures must be included. If possible, include both deliverables and performance measures. Delete these instructions prior to saving.*

Section C – Financial Consequences

*Include any liquidated damages for failure to provide the deliverables as described above. The financial consequences should reflect actual damages that the department would incur should the failure occur. Deliverables for core processes may be significant while support oriented services may be minimal. Delete these instructions prior to saving.*

### **PART 3 – SUPPORTING INFORMATION**

*The purpose of this part is to set forth-supporting information that applies to contract performance but does not fit anywhere else in the SOW format. Typically, these considerations are in support of, rather than part of, the work requirement. They include information related to security issues, the place and period of performance, government furnished property or information, key personnel consideration, rights in technical data or computer software, or other contractual requirements unique to the specific procurement. Delete these instructions prior to saving.*

Section A – Security

Section B – Place of Performance

Section C – Period of Performance

Section D – Government Furnished Property

Section E – Qualification of Key Personnel

Section F – Special Considerations

**Attachment B**

**Order of Precedence (and Contract Content)**

The documents identified in this attachment are incorporated by reference into this Contract. Should clarification of a Contract requirement be needed or if conflicting language is identified within these Contract documents, the order of precedence shall be as follows (#1 having highest precedence):

Precedence #	Document Description
	Florida Department of Revenue Standard Contract # _____ with attachments and subsequent amendments

*Delete these tips before finalizing*

*Other Examples include (*

*Florida Department of Revenue, (INSERT DEPARTMENT PROGRAM NAME), Bidder Questions and Answers dated XXXXXXXX XX, XXXX.*

*Florida Department of Revenue, (INSERT DEPARTMENT PROGRAM NAME), (INSERT TYPE, NUMBER AND NAME OF PROCUREMENT DOCUMENT), dated XXXXXXXX XX, XXXX and subsequent amendments.*

*XXX VENDEPARTMENT, Best and Final Offer Cost Response dated XXXXXXXX XX, XXXX.*

*XXX VENDEPARTMENT, Best and Final Offer Technical Response dated XXXXXXXX XX, XXXX.*

*XXX VENDEPARTMENT, Cost Response dated XXXXX XX, XXXX.*

*XXX VENDEPARTMENT, Technical Response dated XXXXX XX, XXXX.*



Attachment D

**Criminal History Record Check Requirements**

The contractor is responsible for ensuring national (Level 2) criminal history record checks (CHRC) are completed on all contractor's employees or subcontractor staff that will access to the Department's facilities, confidential or sensitive information, or information systems, unless formally waived or exempted in writing by the Department. The contractor shall utilize the CHRC fingerprinting entity designated by the Department, and understands that the results from the inquiry will be reported directly to the Department. All CHRC results are confidential and are used for the sole purpose of determining suitability to work.

No access will be granted to contractor's employees and subcontractor staff until criminal history record check results have been received and deemed satisfactory by the Department.

Contractor's employees shall be subject to new criminal history record checks every five (5) years from prior criminal history record checks as long as the contract is in effect.

The Department reserves the right to require criminal history record checks at any time during the life of the contract. The contractor agrees to submit to any criminal history record checks upon written request from the Department. The cost of performing the criminal history record checks shall be borne by the contractor.

During the term of the contract, the contractor shall report to the Department in writing by sending an email to [CHRCcontractors@dor.state.fl.us](mailto:CHRCcontractors@dor.state.fl.us), the arrest, charge or Notice to Appear; for an alleged violation of law in any state or other jurisdiction for any contractors' employees or subcontractor staff assigned to this contract within one (1) business day of contractor's knowledge. The notice shall include the contractor's name, the contractor's employee's name, and the location and nature of the alleged violation. The Department reserves the right to immediately suspend or terminate contractor's employees access if it is determined that the alleged violation conflicts with the scope of work described in this contract.

**Contractor Acknowledgment (Understand and Agree)**

Contractor/Entity Name: \_\_\_\_\_

Contacter Representative: \_\_\_\_\_  
(Print Name)

Signature: \_\_\_\_\_

## Attachment E

### **Access to Department Information Resources and Facilities**

1. We agree to provide a list of contractor and agent staff needing specific authorized access to the Department Contract Manager in writing, and that access shall not be granted until contractor staff is determined to be suitable for employment through the results of a national criminal history background check (CHRC) as described in Section I.V. of this contract.
2. We understand the information to be provided includes at a minimum, name, role, telephone number, email address, work location, access desired justification for the specific access requested and the effective date for each person listed.
3. We understand that upon receipt of a request to grant specific authorized access, the Department Contract Manager will determine the appropriateness of each access request.
4. We understand staff may be required to sign, read, receive training on or view Department or other agency security forms, information or policy to gain access.
5. We understand that until such access is formally granted and written confirmation is provided by the Department Contract Manager, contractor and agent staff are prohibited from accessing any Department information resources or facilities without Department staff supervision.
6. We agree to provide notice to the Department Contract Manager of any separation, termination, reassignment or change to access previously granted to contractor or agent staff no less than five (5) business days in advance of the change. At a minimum, notice shall include name, role, telephone number, email address, nature of the change and effective date of the change.
7. On or before staff separation, termination or reassignment off the project, for each contractor or agent staff, we agree to:
  - a. Provide to the Department Contract Manager, all security identification and access devices issued for this project; and
  - b. Obtain written acknowledgement stating they understand they remain subject to the confidentiality provisions of this contract, specifically but not limited to, Section I.H.
8. We agree that contractor or agent staff will not share user names, passwords, or security devices provided by the Department for specific access to Department information resources and facilities.
9. We agree to provide to Department Contract Manager on a monthly basis, an updated list of contractor and agent staff having been granted access to Department information resources and facilities. The list shall contain at a minimum, name, role, telephone number, email address, work location, accesses and the date each access was granted.
10. We understand the Department may request an updated list of persons having access and we agree to provide the list within two (2) business days of the request.

Attachment E – continued

**Contractors, providers, and partners employed by agencies or acting on behalf of agencies performing services related to information and information technology resources shall comply with Rule Chapter 71A-1, F.A.C., Florida Information Technology Resource Security Policies and Standards. Such covered entities agree to be familiar with the provisions of the Rule Chapter and to comply with same. Below are some, but not all, of the provisions of the Rule Chapter:**

- a) Where possible, audit records will allow actions of users to be uniquely traced to those users so they can be held accountable for their actions.
- b) All passwords are shall be unreadable during transmission and storage using appropriate encryption technology.
- c) Department or contractor mobile computing devices used with exempt, or confidential and exempt Department information shall be encrypted.
- d) Department or contractor mobile storage devices with exempt, or confidential and exempt Department data shall have encryption technology enabled such that all content resides encrypted.
- e) For systems containing exempt, or confidential and exempt data, each agency shall ensure written agreements and procedures are in place to ensure proper security for sharing, handling or storing confidential data with entities outside the agency.
- f) Contractors shall destroy exempt, and confidential and exempt Department information when authorized by the Department and/or in conjunction with applicable retention schedule, regardless of media type.
- g) The contractor shall ensure background investigations using, at a minimum, Level 2 screening standards and disqualification criteria are performed for all personnel hired as Information Technology workers with access to information processing facilities, or who have system, database, developer, network, or other administrative capabilities for systems, applications, or servers with risk categorization of moderate or high.
- h) The contractor agrees to comply with agency information technology security policies.
- i) Contractors shall execute a network connection agreement that will ensure compliance with Department security policies prior to allowing contractors to connect to the agency internal network.

**Contractor Acknowledgment (Understand and Agree)**

Contractor/Entity Name: \_\_\_\_\_

Contactor Representative: \_\_\_\_\_  
(Print Name)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT F

### Required Training Courses

Required training courses shall be assigned to the consultant by the Contract Manager and shall be completed through the Department's Learning Management System (LMS) prior to receiving a permanent facility access badge to the CCOC facilities. The required courses shall be assigned to the consultant once a user ID account has been established by the Department's network staff.

By signing below, the Contractor acknowledges the above requirements prior to consultant beginning actual work for the Department.

On behalf of (Entity Name) \_\_\_\_\_, for any consultant performing against this contract.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_