

**AGREEMENT
BETWEEN
FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
AND
ESCAMBIA COUNTY, FLORIDA**

THIS AGREEMENT is made and entered into in Tallahassee, Leon County, State of Florida, between the Florida Department of Economic Opportunity ("DEO"), having its principal office at 107 East Madison Street, Tallahassee, Florida 32399, and Escambia County, Florida ("Recipient"), having its principal office at 221 Palafox Place, Pensacola, Florida 32502. DEO and Recipient may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, DEO's Community Resiliency Initiative is an effort to provide technical assistance to local governments in adapting to current and future coastal hazards in existing planning frameworks; and

WHEREAS, pursuant to the work carried out by DEO in fulfillment of its commitments in Grant Agreements CM403 and CM501, and all subsequent contracts and amendments to such contracts between DEO and the Florida Department of Environmental Protection ("DEP") under a federal grant from the National Oceanic and Atmospheric Administration ("NOAA") to DEP, DEO will designate three (3) pilot communities to evaluate coastal vulnerability assessment and adaptation planning approaches and resources, and will provide services through a contractor to develop sea level rise vulnerability assessment and adaptation plans for the pilot communities; and

WHEREAS, the Recipient is designated as one of the three (3) pilot communities; and

WHEREAS, DEO has entered into Contract Number C1469 with Dewberry Consultants, LLC ("Contractor") (a copy of which is attached here to and incorporated herein as Exhibit "A"), to develop coastal vulnerability assessments and adaptation plans for each pilot community; and

WHEREAS, the Parties agree to work together in good faith to carry out the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. PURPOSE

The purpose of this Agreement is to establish the terms and conditions whereby DEO will provide a contractor to provide consultant services to develop a coastal hazards vulnerability assessment and adaptation plan for Recipient. Recipient agrees to participate in and contribute to the completion of Recipient's coastal hazards vulnerability assessment and adaptation plan as a pilot community under DEO's Community Resiliency Initiative.

II. AGREEMENT TERM AND RENEWALS

This Agreement shall take effect on the date the last Party signs this Agreement and shall end on December 31, 2016, unless otherwise terminated, renewed, or extended in accordance with Section VIII of this Agreement.

III. DEFINITIONS AND DESCRIPTIONS

Unless otherwise expressly stated, the following words and terms shall, for the purposes of this Agreement, have the meanings shown in this Section. Where terms are not defined in this Agreement, such terms shall have ordinarily accepted meanings such as the context implies.

1. **Adaptation Plan.** An adaptation plan identifies current and future coastal hazards, assesses the impacts of identified hazards, develops strategies and actions to best minimize these impacts, and establishes a process to implement those actions. An adaptation plan is comprised of four essential components (i.e., parts): defining the adaptation planning Context, completing a Vulnerability Assessment, developing Adaptation Strategies, and Implementation Strategies. Within each of these four main adaptation planning components are a number of supporting tasks that will be addressed during the adaptation planning process.
2. **Adaptation Planning.** The process of developing one or more parts of Recipient's local adaptation plan.
3. **Adaptation Planning Workshop.** One or more public workshops with Recipient to achieve agreed upon workshop objectives.
4. **Adaptation Strategies.** The toolkit of responses that Recipient can take to adapt to coastal hazards. During the adaptation planning process, Recipient will identify one or more focus area(s) or issue(s), identify a series of adaptation strategies, and prioritize the community's adaptation needs through the utilization of a Decision Making Framework. Adaptation strategies are often classified according to the categories of Protection, Accommodation, and Managed Retreat.
5. **Agreement Manager.** The office or position designated and charged with the administration and enforcement of this Agreement. Agreement Managers are listed in Section IX of this Agreement.
6. **Coastal Hazard.** Includes, but is not limited to: high tides, storm surge, and the related impacts of rising sea levels.
7. **Community Participation.** Involves engaging community stakeholders in the adaptation planning process. Opportunities for community participation include, but are not limited to: serving on a steering committee; proposing guiding principles and motivations for the adaptation planning process; choosing methodologies and tools Contractor will use to develop a draft coastal hazard vulnerability assessment; assisting in the selection or delineation of adaptation focus areas or issues; providing comments related to Recipient's draft coastal hazard vulnerability assessment; proposing adaptation strategies, or preferences for strategies which Recipient can take to adapt to the findings identified in Recipient's final coastal hazard vulnerability assessment; proposing implementation strategies; and, providing comments related to Recipient's draft coastal hazards adaptation plan.
8. **Community Stakeholder.** Any institution, other entity, or individual that has a latent or expressed interest in Recipient accomplishing its mission and goals under this Agreement.
9. **Confidential Information.** Information which is protected from disclosure as a public record by law including information which is designated as "confidential" or "confidential and exempt" from disclosure as a public record under the Florida Statutes.
10. **Context.** Refers to the preparatory activities taken by Recipient at the beginning of the adaptation planning process. These preparatory activities include: assembling a steering committee; identifying opportunities for community participation; setting guiding principles and motivations; and, describing the adaptation planning context. This last activity, describing the planning context, offers an opportunity to analyze prior related planning efforts that may have occurred within or near the community, information gaps related to adaptation planning, the

available human capacity (such as coastal scientists and land-use planners), and the outside resources needed to conduct the locally desired planning effort. Describing the planning context provides Recipient with a chance to assess the scope of work and the resources applicable to the adaptation planning process.

11. **Coordination Meeting.** A webinar meeting between Recipient (Agreement Manager, Steering Committee, and Community Stakeholders), DEO staff, and Contractor. The coordination meeting will serve to establish a working relationship between parties.
12. **Decision Making Framework.** An objective framework that incorporates qualitative and quantitative measures of Project benefits, feasibility, acceptance, and obstacles to systematically evaluate options. The development of a decision making framework will consider Recipient's risk portfolio as well as more qualitative dimensions of Recipient's capabilities, including legal, fiscal, administrative, political, and technical aspects. Potential obstacles for implementation will be included through qualitative (i.e., perceived acceptance) and quantitative (i.e., cost) metrics. The end product of the framework will be a spreadsheet-based tool used as a scoring matrix that will support rating and prioritization of potential adaptation measures. The framework and resulting tool will help facilitate objective scoring and transparency in the adaptation strategy evaluation process.
13. **Design Meeting.** An in-person public meeting designed to engage community stakeholders in order to capture input and tailor the vulnerability assessment approach used by Contractor to meet Recipient's needs. The meeting will have a participatory structure that will help generate buy-in through participation by stakeholders.
14. **Exposure Analysis.** An analysis utilizing geospatial hazard projection data to answer the question "where" based on two choices – when (i.e., what planning time horizon) and how much (i.e., which scenario). The "where" will depend on which computer model is used (e.g., Florida Department of Transportation Sketch Planning tool; Sea Level Affecting Marshes Model) to produce the projection. The analysis can depict which areas in the community is likely to be susceptible to the chosen scenario. In addition, the exposure analysis may incorporate the effect that one hazard will have on other coastal hazards, such as the relationship between sea level rise and habitat migration or storm surge. The results from Recipient's Exposure Analysis will be included in Recipient's Risk Portfolio.
15. **Funding Options.** Funding options based on: community budget entities that can absorb adaptation projects; grants available through governmental and non-governmental entities; and innovative financing techniques.
16. **Impact Analysis.** An impact (sensitivity) analysis that identifies the potential physical/economic impairment to different assets/entities located in areas that are at risk to a coastal hazard scenario projected during the Exposure Analysis. The results from Recipient's Impact Analysis will be included in Recipient's Risk Portfolio.
17. **Project.** Refers to a Recipient's adaptation planning process.
18. **Project Work Plan.** See "Work Plan."
19. **Pilot Community.** Refers to any of the three communities selected to take part in the evaluation and development of adaptation planning guidance materials.
20. **Risk Portfolio.** A summary of the baseline and future coastal hazard risk, presented in geospatial, tabular, and narrative summaries. The portfolio includes summaries of risk by sector, multiple-geographies, and sea level rise conditions. Summaries of impacts by section (e.g., commercial, residential, critical infrastructure) will allow each community to identify the local and risk to specific asset categories such as residential, commercial, transportation, and other critical infrastructure services. Geographic distribution of risk will be developed for multiple geographies – from gridded summary coverage, sub-watershed, and municipal levels. This

information will be assembled in the form of an appendix, to be included in the adaptation plan for Recipient.

21. **Stakeholder.** See "Community Stakeholder."
22. **Steering Committee.** An advisory committee usually made up of high level stakeholders and/or experts who provide guidance on key issues. A steering committee typically includes diverse representation from community staff and community members. Effective Committee composition will ensure that technical accuracy and thoroughness of Recipient's adaptation planning process is achieved and whose participation and support will enhance the process's political acceptability. Depending on the size of the community and topics addressed during the planning process, the size of an effective steering committee generally ranges from five to twenty members. The Committee, its membership, and its responsibilities should be formalized through resolution or association to a previously adopted group.
23. **Vulnerability Assessment.** Measures the coastal hazard exposures Recipient is likely to experience, and sensitivities (e.g., populations and land uses) that may be exposed to the identified hazards. Assessment activities typically include: conducting an exposure analysis, conducting an impact analysis, and assessing Recipient's adaptive capacity based on the findings from the impact analysis.
24. **Work Plan.** The work plan will serve as a cumulative record of Recipient's planning process. Work plans will be developed as evolving documents during the term of Recipient's adaptation planning process. Contents of the work plan will serve as a foundation of Recipient's adaptation plan. Contents of the work plan are dependent upon Recipient's adaptation planning process, and are likely to include: major Project milestones; a timeline for accomplishing major Project milestones; interim task to be completed; actions taken by Contractor and Recipient; alternatives considered and chosen by Recipient; data, methods, and approaches used; findings; relevant figures and tables; and supplementary resources available to Community Stakeholders.

IV. DEO RESPONSIBILITIES

DEO shall:

1. Provide an Agreement Manager for this Agreement.
2. Provide the services of Contractor under Contract Number C1469 to Recipient to complete a coastal hazard risk and vulnerability assessment.
3. Perform all its obligations under Contract Number C1469, including holding Contractor accountable to perform under Contract Number C1469.
4. Provide Recipient's contact information to Contractor.

V. RECIPIENT RESPONSIBILITIES

Recipient shall:

1. Assign an Agreement Manager for this Agreement.
2. Form or assign a local Project Steering Committee.
3. Provide meeting space for small and large organizational and public meetings.
4. Direct Recipient's Agreement Manager and Steering Committee to actively participate in and contribute to Contractor's completion of Recipient's coastal hazard risk and vulnerability assessment as described in Exhibit A, which includes the following Tasks:
 - a. Coordinate with Contractor to determine a date and time period to hold a coordination meeting.

- (1)** Participate in a coordination phone call with Contractor to finalize details for the coordination meeting.
- (2)** Review Contractor's draft coordination meeting agenda and discuss expected outcomes from the coordination meeting.
- (3)** Identify community stakeholders and encourage them to participate in the coordination meeting, which participation should, at a minimum, include Project Steering Committee members.
- (4)** Coordinate with Contractor to determine if any special equipment or supplies are needed to conduct an effective coordination meeting (e.g., projector, flip-charts, markers, notecards, telephone equipped with conference call feature).

b. Prepare for coordination meeting.

- (1)** Identify and reserve a meeting space for the coordination meeting.
- (2)** Assemble and prepare necessary meeting equipment and supplies.
- (3)** Provide notice and coordination meeting details to identified community stakeholders.

c. Participate in a coordination meeting.

- (1)** As host, facilitate the introduction of Contractor staff and community stakeholders.
- (2)** Participate in a discussion of potential coastal hazard impact scenarios.
- (3)** Participate in a discussion of roles and responsibilities of key participants during the Project term.
- (4)** Identify opportunities and approaches for community participation during the Project term.
- (5)** Coordinate in the development of guiding principles and motivations for Recipient's adaptation planning process.
- (6)** Coordinate in the selection of date(s) and times for Recipient's design meeting.
- (7)** Contribute in the development of a draft Project work plan to accomplish major Project milestones.

d. Prepare for design meeting.

- (1)** Identify and reserve a meeting space for the design meeting.
- (2)** Coordinate with Contractor to determine and transfer available community data and resources.
- (3)** Coordinate with Contractor to determine if any special equipment or supplies are needed to conduct an effective design meeting.
- (4)** Assemble and prepare necessary meeting equipment and supplies.
- (5)** Provide public notice and design meeting details to community stakeholders.
- (6)** Conduct public outreach to encourage community stakeholders' participation in the design meeting.
- (7)** Participate in a coordination phone call with Contractor to finalize design meeting details.

e. Host a design meeting.

- (1)** As the host, facilitate an introduction of Contractor's staff.
- (2)** Participate in a discussion that focuses on how meeting participants are already being impacted by coastal hazards.
- (3)** Participate in a discussion of Project expectations.
- (4)** Participate in a review of the benefits and disadvantages of available methodology, tools and approaches available for use to complete Recipient's vulnerability assessment.

- (5) Choose methodologies, tools, inputs and planning horizons used to develop Recipient's coastal hazard vulnerability assessment.
 - f. Prepare for a physical meeting to review the results of Recipient's draft vulnerability assessment.
 - (1) Identify and reserve a meeting space for the meeting.
 - (2) Assemble and prepare necessary meeting equipment or supplies.
 - (3) Provide public notice and meeting details to community stakeholders.
 - (4) Conduct public outreach to encourage community stakeholders' participation in the meeting.
 - (5) Participate in a coordination phone call with Contractor to finalize meeting details.
 - g. Participate in a physical meeting to review the results of Recipient's draft vulnerability assessment.
 - (1) Participate in an interactive discussion on draft vulnerability assessment results.
 - h. Organize and provide stakeholder comments to Contractor to allow finalization of Recipient's coastal hazard vulnerability assessment.
 - (1) Coordinate with Contractor to identify final delivery date of stakeholder comments.
 - (2) Organize all available community stakeholder comments.
 - (3) Electronically transmit stakeholder comments on or before the agreed upon delivery date.
 - i. Coordinate with Contractor to identify lessons learned throughout the vulnerability assessment development process.
 - j. Receive final vulnerability assessment from Contractor.
5. Direct Recipient's Agreement Manager and Steering Committee to actively participate in and contribute to the completion of Recipient's coastal hazard risk adaptation plan.
- a. Coordinate with Contractor to determine a date and time period to hold an adaptation planning workshop.
 - b. Prepare for adaptation planning workshop.
 - (1) Participate in a coordination phone call with Contractor to finalize details for the adaptation planning workshop.
 - (2) Coordinate with Contractor to determine if any special equipment or supplies are needed to conduct an effective workshop.
 - (3) As requested, provide pertinent information to assist Contractor in meeting preparation.
 - (4) Identify and reserve a meeting space for the workshop.
 - (5) Provide public notice and workshop details to community stakeholders.
 - (6) Conduct public outreach to encourage community stakeholders' participation in the workshop.
 - c. Participate in adaptation planning workshop.
 - (1) Determine whether a stand-alone adaptation planning process should be used, or one that leverages existing or on-going processes, such as a local comprehensive plan update process.
 - (2) Select or delineate adaptation focus areas or issues.

- (3) Provide feedback on the customized decision-making framework developed by Contractor, to allow for incorporation of criteria, scoring, and/or weighting factors.
- (4) Participate in a discussion of adaptation strategies for key focus areas based on existing and planned land uses.
- (5) Provide input to Contractor to allow for prioritization and selection of adaptation strategies, approaches, and tools to address key focus areas and issues identified by community stakeholders.
- (6) Contribute in the creation of an inventory of adaptation implementation activities and actors (e.g., local government staff position) responsible for each adaptation action.
- (7) Review and identify available options and timelines for integration of adaptation strategy alternatives into existing plans and regulations.
- (8) Review and identify available funding options and mechanisms to support the implementation of all preferred adaptation strategies.
- (9) Participate in a discussion on the development of strategies for monitoring and evaluating Recipient's implementation strategy.

d. Participate in a post-workshop organizational call with Contractor.

- (1) Review updates to Recipient's Project work plan.
- (2) Provide required additional information or address unresolved task necessary to complete Recipient's draft adaptation plan.

e. Organize and provide stakeholder comments to Contractor to allow finalization of Recipient's coastal hazard adaptation plan.

- (1) Coordinate with Contractor to identify final delivery date of stakeholder comments.
- (2) Organize all available community stakeholder comments.
- (3) Electronically transmit stakeholder comments on or before the agreed upon delivery date.

f. Coordinate with Contractor to identify lessons learned throughout the adaptation plan development process.

g. Receive final adaptation plan from Contractor.

6. Complete all tasks listed in this Section V of this Agreement in accordance with the agreed upon timeline established by Recipient's completion of the Task listed in Section V.4.C(7) (draft Project work plan) and the approximate time periods for completion of Recipient's responsibilities established in Exhibit B. In the event that Recipient is unable to respond to Contractor on a particular item per the schedule's requirement, it is expected that Contractor will move the Project along as necessary at the direction of DEO staff and the original scope.

VI. TERMS, AMENDMENTS, AND CHANGES

This Agreement represents the entire agreement among the Parties and, upon this Agreement's effective date, replaces all prior negotiations, interpretations and understandings between the Parties related to the subject of this Agreement. With the exception of contact information specified in Section IX, AgreementManagers, any changes, alterations, deletions, or additions to the terms set forth in this Agreement must be by written amendment executed by all Parties.

VII. COSTS

There are no costs associated with this Agreement.

VIII. TERMINATIONS, RENEWALS, AND EXTENSIONS

- A.** This Agreement shall terminate automatically if DEP does not continue to contract with DEO for services provided under the Federal Grant with NOAA. DEO will provide written notice to Recipient of the termination on this basis upon receiving written notification from DEP.
- B.** This Agreement may be terminated mutually by a written agreement signed by the Parties, or unilaterally by any Party, for any reason, provided the terminating Party serves the other Party with a written notice of an intention to terminate the Agreement at least sixty (60) days prior to the intended termination date.
- C.** If changes in governing state or federal laws or regulations render performance by any Party or any provision of this Agreement illegal, impracticable, or impossible, said Party's obligations for performance, or said provision of this Agreement, shall immediately terminate.
- D.** This Agreement may be extended pursuant to section 287.057(12), F.S., for a period not to exceed six (6) months. Any extension shall be in writing, shall be signed by all Parties, and shall be subject to the same terms and conditions set forth in the initial Agreement. Only one extension is authorized unless the failure to meet the criteria set forth in this Agreement is due to events beyond the control of the Parties.
- E.** This Agreement may be renewed in accordance sections 287.057(13) and 287.058(1)(g), F.S., and is contingent upon satisfactory performance evaluations by DEO and is subject to the availability of funds. Renewal of this Agreement shall be in writing, shall be signed by all Parties, and shall be subject to the terms and conditions set forth in the existing Agreement. Renewal shall be limited to an additional term not to exceed three (3) years.
- F.** This Agreement may be terminated by DEO if Contract Number C1469 between Contractor and DEO is terminated for any reason.
- G.** Recipient understands that Recipient is not, and shall not be construed as, a third-party beneficiary to Contract Number C1469 between Contractor and DEO.

IX. AGREEMENT MANAGERS

- A.** DEO designates Sean Reiss as its Agreement Manager for all issues relating to this Agreement, whose title is Planning Analyst, and who can be contacted by telephone at (850) 717-8511 or by e-mail at Sean.Reiss@deo.myflorida.com, and whose address is:

Sean Reiss
Department of Economic Opportunity
Bureau of Community Planning
107 East Madison Street
Caldwell Building, MSC 160

Tallahassee, Florida 32399-4135

- A. Recipient designates Timothy Day as its Agreement Manager for all issues relating to this Agreement, whose title is Environmental Programs Manager, and who can be contacted by telephone at (850) 595-1144, by e-mail at trday@co.escambia.fl.us, and whose address is:

Timothy Day
Environmental Programs Manager
Escambia County Community and Environment Department
Water Quality and Land Management Division
3363 West Park Place
Pensacola, Florida 32505

- B. In the event that any Party designates a different Agreement Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone number, and email address of the newest Agreement Manager to all other Parties. A designation of a new Agreement Manager shall not require a formal amendment to the Agreement.

X. PUBLIC RECORDS

The Parties acknowledge their public records responsibilities under chapter 119, F.S. In the event a Party provides information to the other Party that is confidential and exempt from the requirements of chapter 119, F.S, the Party providing that information shall clearly identify the protected information and cite the legal authority supporting the claim of confidentiality.

XI. PUBLIC ANNOUNCEMENTS AND ADVERTISING

Unless done in performance of the Tasks listed herein, no public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of DEO. Recipient is prohibited from using information about this Agreement in brochures or other promotions, including press releases, unless prior written approval is obtained from DEO.

XII. LIABILITY AND INDEMNIFICATION

Each Party is responsible only for its own intentional acts, negligence, or omissions, or those of its employees, agents, officers, heirs, and assignees, including inappropriate release or use of the confidential information exchanged under this Agreement. Nothing in this section shall be construed as an indemnification or a waiver of sovereign immunity enjoyed by any Party to this Agreement.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURES APPEAR ON FOLLOWING PAGE**

IN WITNESS HEREOF, the Parties agree to the terms and conditions set forth in this Agreement, and upon placing their signatures below, have hereby caused this Agreement to be executed.

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY

ESCAMBIA COUNTY, FLORIDA

By: _____
Signature

By: _____
Signature

Printed Name: William B. Killingsworth
Title: Director, Division of Community Development

Printed Name: Steven Barry
Title: Chairman

Date: _____

Date: _____

**FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
Office of General Counsel**

**ATTEST: PAM CHILDERS
Clerk of the Circuit Court**


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

Deputy Clerk

By: _____
Signature

Printed Name: _____
Title: Assistant General Counsel
Date: _____

Approved as to form and legal sufficiency.



Stephen G. West
Title: Senior Assistant County Attorney
Date: Aug. 20, 2015

STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY
CONTRACT

THIS CONTRACT is between the State of Florida, Department of Economic Opportunity, hereinafter referred to as “DEO,” and **Dewberry Consultants LLC**, hereinafter referred to as “Contractor” (each individually a “Party” and collectively “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 **cost reimbursement** Contract.

C. Contract Dates:

This Contract shall begin on the date on which the last Party has signed the Contract and shall end on **December 31, 2016**. DEO 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:

This Contract shall not exceed **Two Hundred Thirty-Two Thousand Two Hundred Thirty-Four Dollars and Ninety-Three Cents (\$232,234.93)** 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.

E. Requirements of paragraphs (a) – (i) 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 1 of the State Constitution and subsection 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:** If the Contract was procured by an exceptional purchase pursuant to subsections 287.057(3)(a) or (3)(c), F.S., it may not be renewed. If the Contract was competitively procured, the price of the renewal must be included in the response to the Invitation to Bid (ITB), Request for Proposal (RFP), or Invitation to Negotiate (ITN) and the renewal price for the Contract shall not exceed that as set forth in the response to the ITB, RFP, or ITN. Subsection 287.057(13), F.S., provides that contracts for commodities or contractual services may be renewed on a yearly basis for a period of up to three years after the initial contract, or for a period no longer than the term of the original contract, whichever is longer. Renewals are contingent upon the availability of funds, satisfactory performance evaluations by DEO, and at the discretion of DEO. Costs for any renewal may not be charged. ***This Contract shall not be renewed.***
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 specifically for DEO 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.

- b. Contractor agrees that it is in compliance with the rules for e-procurement as directed by Rule 60A-1.030 F.A.C. and that if applicable, 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 the 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://dhis.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.
- 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:** Contractors shall disclose to DEO if they are 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 36 months from the date of being placed on the convicted vendor list.
- (3) **Vendors on Scrutinized Companies Lists:** If this Contract is in the amount of \$1 million or more, in executing this Contract, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S.
- (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 with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List 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 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 the 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: Contractors shall disclose to DEO if they appear 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 on a contract to provide any goods or services to a public entity;
- (b) submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) submit bids on leases of real property to a public entity; or
- (d) be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or 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 <http://www.dcf.state.fl.us/abuse/report/>, or via fax at 1-800-914-0004.

j. Information Release

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.

Contractor must notify DEO, both by e-mail and first class mail, within one (1) business day from receipt of all request(s) for public records, as a public record is defined in Section 119.011, Florida Statutes. In accordance with Chapter 119 of the Florida Statutes, Contractor shall be responsible for responding to all public records requests per the cost structure provided for records made or received by Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes. Notice of

public records requests received by the Contractor shall be e-mailed to PRRequest@deo.myflorida.com and mailed to:

Public Records Coordinator
Department of Economic Opportunity
107 East Madison Street
Tallahassee, Florida 32399
Office: (850) 245-7140

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.

k. Funding Requirements

- (1) Contractor and its subcontractors may only expend funding under this Contract for allowable costs resulting from obligations incurred during the Contract period.
- (2) Contractor shall refund to DEO any balance of unobligated funds which has been advanced or paid to Contractor.
- (3) Contractor shall refund to DEO all funds paid in excess of the amount to which Contractor or its subcontractors are entitled under the terms and conditions of the Contract.

2. Federal Law:

- a. Contractor shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 74, 29 CFR Part 95, 2 CFR Part 215, 20 CFR Part 600, *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, 40 CFR Part 15. 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, 29 CFR Part 98, 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)** Office of Management and Budget (OMB) Circulars: Contractor shall comply with all applicable OMB circulars. Nonprofit subrecipients are subject to the cost principles at OMB Circular A-122; educational institution subrecipients are subject to those at OMB Circular A-21; and commercial organization vendors or subcontractors are subject to the cost principles under 48 CFR Part 31. Subrecipients and sub-grantees are also subject to the provisions of OMB Circular A-133.
- (15)** 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.
- (16)** Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act will be American-made.
- (17)** 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.

- (18) Funds awarded to and administered by the Department under the American Reinvestment and Recovery Act (ARRA or the Recovery Act), must be utilized in accordance with all rules, regulations and guidance issued for this program by each awarding Agency through the close-out date of these federal funds. Complete Special Conditions Addendum, if applicable.
- (19) 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.
- (20) 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.
- (21) 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.
- (22) 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 1/2 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.
- (23) 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.

- (24) 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 (http://www.myfloridacfo.com/aadir/reference_guide/) 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 the 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 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 sections 215.422 and 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. The Department 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:

H. Final Invoice:

Contractor shall submit the final invoice for payment to DEO no later than **30** days after the Contract ends or is terminated. If Contractor fails to do so, all rights to payment are forfeited and DEO will not honor any requests submitted after this time period.

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 that 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 that 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 that 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 the Department 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 transfer, at no cost to DEO, all public records upon completion or termination of the Contract, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All electronic records shall be provided to DEO in a DEO-compatible format.
6. 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:

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

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 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 with the project. 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 subject to prior review and comment by DEO. Such review of the written subcontract document by DEO will be limited to a determination of whether or not subcontracting is permissible and the inclusion of applicable terms and conditions of this Contract. 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 security and administrative requirements of DEO. 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 personnel 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 other requirements. 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 summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for the current month, 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. The 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-1.032, 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(2), 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 reprourement 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 that 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.

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 the 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 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, sub-contractors, 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 the 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 817.5681, F.S., through June 30, 2014, and 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 data. Good faith acquisition of personal information by an employee or agent of the Contractor is not a breach, 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 that any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced Contractor shall notify DEO. Any and all copyrights 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 30 days, be reported in writing by the president of the university to the Department of State in accordance with subsection 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:

http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm

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 in the 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 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. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. 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 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:

DEO, by written notice to Contractor, may terminate the Contract in whole or in part when DEO determines in its sole discretion that it is in the State's interest to do so. 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.

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 decision on the petition shall be final, subject to Contractor's right to review pursuant to chapter 120, 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 subsection 768.28(2), F.S., pursuant to subsection 768.28(19), F.S., neither Party indemnifies nor insures 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 any contract or purchase order, and regardless of the basis on which the claim is made, Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraphs contained in this Contract.

Unless otherwise specifically enumerated in the Contract or in the purchase order, 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:

The name, address, zip code, telephone and fax numbers, and email address for:

Contractor's Payee:

Contractor's Contract Manager:

Dewberry Consultants, LLC	Chris Zambito
1000 N. Ashley Drive, Suite 801	1000 N. Ashley Drive, Suite 801
Tampa, FL 33602	Tampa, FL 33602-3718
Telephone No.: (813) 421-8635	Telephone No.: (813) 421-8639
Fax No.: (813) 225-1385	Fax No.: (813) 225-1385
Email Address: kpatterson@dewberry.com	Email Address: czambito@dewberry.com

DEO's Contract Manager:

Daniel Fitz-Patrick
107 East Madison Street
Tallahassee, Florida 32399
Telephone No.: (850) 717-8511
Fax No.: (850) 717-8522
Email Address: Daniel.FitzPatrick@deo.myflorida.com

In the event that any Party designates a different Contract Manager after the execution of this Contract, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Contract Manager to all other Parties. A designation of a new Contract Manager shall not require a formal amendment to the Contract.

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L. 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 **52** page Contract by their undersigned officials duly authorized.

DEWBERRY CONSULTANTS LLC

DEPARTMENT OF ECONOMIC OPPORTUNITY

By _____
Signature

Donald E. Stone, Jr.
Title **CEO**

Date _____

By _____
Signature

Theresa B. "Cissy" Proctor
Title **Chief of Staff**

Date _____

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: _____

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Attachment 1

SCOPE OF WORK

INCLUSION OF SOLICITATION DOCUMENTS & VENDOR RESPONSE

The original specifications and all addendums and responses to **15-RFP-004-LJ**, and all representations, warranties and commitments in the response and related correspondence continue as contractual obligations under this Contract.

CONTRACTOR IS REQUIRED TO COMPLETE ATTACHMENT 2.

I. General Description

A. Definitions and Descriptions

Unless otherwise expressly stated, the following words, terms and descriptions shall, for the purposes of this Contract, have the meanings shown in this section. Where terms are not defined in this Contract, such terms shall have ordinarily accepted meanings such as the context implies.

- a) **Adaptation Plan:** An adaptation plan identifies current and future coastal hazards, assesses the impacts of identified hazards, develops strategies and actions to best minimize these impacts, and establishes a process to implement those actions. An adaptation plan is comprised of four essential components (i.e., parts): defining the adaptation planning Context, completing a Vulnerability Assessment, developing Adaptation Strategies, and Implementation Strategies. Within each of these four main adaptation planning components are a number of supporting tasks that will be addressed during the adaptation planning process.
- b) **Adaptation Planning:** The process of developing one or more parts of Recipient's local adaptation plan.
- c) **Adaptation Planning Workshop:** Includes one or more public workshops with Recipient to achieve agreed upon workshop objectives.
- d) **Adaptation Strategies:** The toolkit of responses that Recipient can take to adapt to coastal hazards. During the adaptation planning process, Recipient will identify one or more focus area(s) or issue(s), identify a series of adaptation strategies, and prioritize the community's adaptation needs through the utilization of a Decision Making Framework. Adaptation strategies are often classified according to the categories of Protection, Accommodation and Managed Retreat.
- e) **Coastal Hazard:** Include, but is not limited to: high tides, storm surge, and the related impacts of rising sea levels.
- f) **Community Participation:** Involves engaging community stakeholders in the adaptation planning process. Opportunities for community engagement include, but are not limited to: serving on a steering committee; proposing guiding principles and motivations for the adaptation planning process; choosing methodologies and tools Contractor will use to develop a draft coastal hazard vulnerability assessment; assisting in the selection or delineation of adaptation focus areas or issues; providing comments related to Recipient's draft coastal hazard vulnerability assessment; proposing adaptation strategies, or preferences for strategies which Recipient can take to adapt to the findings identified in Recipient's final coastal hazard vulnerability assessment; proposing implementation strategies; and, providing comments related to Recipient's draft coastal hazards adaptation plan.

- g) Community Stakeholder: Include any institution or individual that has a latent or expressed interest in Recipient accomplishing its mission and goals.
- h) Confidential Information: Information which is protected from disclosure as a public record by law including information which is named as “confidential” or “confidential and exempt” from disclosure as a public record under the Florida Statutes.
- i) Context: Refers to the preparatory activities taken by Recipient at the beginning of the adaptation planning process. These preparatory activities include: assembling a steering committee; identifying opportunities for community participation; setting guiding principles and motivations; and, describing the adaptation planning context. This last activity, describing the planning context - offers an opportunity to analyze prior related planning efforts that may have occurred within or near the community, information gaps related to adaptation planning, the available human capacity (such as coastal scientist and land-use planners), and the outside resources needed to conduct the locally desired planning effort. Describing the planning context provides Recipient with a chance to assess the scope of work and the resources applicable to the adaptation planning process.
- j) Contract: A written agreement between DEO and the Contractor, including all documents, exhibits and attachments specifying services to be performed or provided by the Contractor, billing rates for these services and the manner in which the Contractor shall be compensated for these services, executed by both the Contractor and DEO.
- k) Contract Manager: The person designated by DEO who is charged with monitoring a contract through the term of the agreement and who is specifically responsible for enforcing performance of the contract terms and conditions, and maintaining all financial information, i.e., payment history, payment method, payment tracking, etc. The Contract Manager serves as the liaison between DEO and the Contractor regarding performance issues contained in the contract.
- l) Contractor: The person or entity that enters into a contract to sell commodities or contractual services to DEO.
- m) Coordination Meeting: A webinar meeting between Recipient (Local Agreement Manager, Steering Committee, and Community Stakeholders), DEO staff and Contractor. The coordination meeting will serve to establish a working relationship between parties.
- n) Decision Making Framework: Identification of suitable adaptation strategies will be identified through an objective framework that incorporates qualitative and quantitative measures of project benefits, feasibility, acceptance, and obstacles to systematically evaluate options. The development of a decision making framework will consider Recipient’s risk portfolio as well as more qualitative dimensions of Recipient’s capabilities, including legal, fiscal, administrative, political, and technical aspects. Potential obstacles for implementation will be included through qualitative (i.e., perceived acceptance) and quantitative (i.e., cost) metrics. The end product of the framework, will be spreadsheet-based tool, used as scoring matrix that will support rating and prioritization of potential adaptation measures. The framework and resulting tool will help facilitate objective scoring and transparency in the adaptation strategy evaluation process.
- o) DEO: Florida Department of Economic Opportunity.
- p) DEO Business Hours: Typically 8:00 A.M. through 5:00 P.M., Monday through Friday, during which time DEO conducts routine business.
- q) DEO Non-Business Hours: Typically holidays, weekends, and night time frames in which DEO is closed to conducting routine business.
- r) DEO Observed Holidays: The following holidays are currently observed by DEO. If any of these holidays fall on a Saturday, the preceding Friday is observed. If any fall on a Sunday, the following Monday is observed.
 - 1. New Year’s Day

2. Martin Luther King Day
 3. Memorial Day
 4. Independence Day
 5. Labor Day
 6. Veteran's Day
 7. Thanksgiving Day and the following day
 8. Christmas Day
- s) DEP: Florida Department of Environmental Protection.
- t) Design Meeting: An in-person public meeting, designed to engage community stakeholders in order to capture input and tailor the vulnerability assessment approach used by Contractor to meet Recipient's needs. The meeting will have a participatory structure that will help generate buy-in through participation by stakeholders.
- u) Draft: A complete deliverable, that has undergone Contractor's internal quality assurance processes, and is ready for review and comment by Recipient and DEO.
- v) Exposure Analysis: An exposure analysis utilizes geospatial hazard projection data to answer the question "where" based on two choices – when (i.e., what planning time horizon) and how much (i.e., which scenario). The "where" will depend on which computer model is used (e.g., Florida Department of Transportation Sketch Planning tool; Sea Level Affecting Marshes Model) to produce the projection. The analysis can depict which areas in the community are likely to be susceptible to the chosen scenario. In addition, the exposure analysis may incorporate the effect that one hazard will have on other coastal hazards, such as the relationship between sea level rise and habitat migration or storm surge. The results from Recipient's Exposure Analysis will be included in Recipient's Risk Portfolio.
- w) FCMP: Florida Coastal Management Program.
- x) Focus Group: Statewide experts on adaptation and coastal vulnerability as well as stakeholders in the coastal area.
- y) Impact Analysis: Conducting an impact (sensitivity) analysis allows Recipient to identify the potential physical/economic impairment to different assets/entities located in areas that are at risk to a coastal hazard scenario projected during the Exposure Analysis. The results from Recipient's Impact Analysis will be included in Recipient's Risk Portfolio.
- z) Invoice: Contractors itemized document stating prices and quantities of goods and/or services delivered, and sent to DEO for verification and payment.
- aa) NOAA: National Oceanic Atmospheric Administration.
- bb) Premises: The entire Department of Economic Opportunity property identified by DEO's Building Manager (or his/her designee) and any other property that may be added to or deemed part of the contract agreement.
- cc) Project: Refers to a Recipient's adaptation planning process.
- dd) Project Work Plan: See "Work Plan."
- ee) Pilot Community: Also known as "Recipient," refers to the three communities selected to take part in the evaluation and development of adaptation planning guidance materials.
- ff) Recipient: Recipient is used broadly in Attachment 1 of this contract to mean: one or more pilot communities; and, community stakeholders from pilot communities. The term "Recipient" is used in this singular form to reflect a paralleled use of this term in cooperative agreements (e.g., Memorandum of Agreement) between DEO and each pilot community, whereas, individual communities are referred to as "Recipient."
- gg) Risk Portfolio: A summary of the baseline and future coastal hazard risk, presented in geospatial, tabular and narrative summaries. The portfolio includes summaries of risk by sector, multiple-geographies and sea level rise conditions. Summaries of impacts by section (e.g., commercial, residential, critical infrastructure) will allow each community to identify the local and risk to

specific asset categories such as residential, commercial, transportation, and other critical infrastructure services. Geographic distribution of risk will be developed for multiple geographies – from gridded summary coverage, sub-watershed, and municipal levels. This information will be assembled in the form of an appendix, to be included in the adaptation plan for Recipient.

- hh) Special Area Management Plan (SAMP): A comprehensive plan providing for natural resource protection and reasonable coastal-dependent economic growth containing a detailed and comprehensive statement of policies; standards and criteria to guide public and private uses of lands and waters; and mechanisms for timely implementation in specific geographic areas within the coastal zone. In addition, SAMPs provide for increased specificity in protecting natural resources, reasonable coastal-dependent economic growth, improved protection of life and property in hazardous areas, including those areas likely to be affected by land subsidence, rising sea levels, or fluctuating water levels of the Great Lakes, and improved predictability in governmental decision making.
- ii) Stakeholder: See “Community Stakeholder.”
- jj) Steering Committee: A steering committee typically includes diverse representation from community staff and community members. Effective Committee composition will ensure that technical accuracy and thoroughness of Recipient’s adaptation planning process is achieved and whose participation and support will enhance the processes’ political acceptability. Depending on the size of the community and topics addressed during the planning process, the size of an effective steering committee generally ranges from five to twenty members. The Committee, its membership, and its responsibilities should be formalized through resolution or association to a previously adopted group.
- kk) Subcontractor: A person or entity contracting to perform part or another’s entire contract, upon Department approval.
- ll) Vulnerability Assessment: Measures the coastal hazard exposures Recipient is likely to experience, and sensitivities (e.g., populations and land uses) that may be exposed to the identified hazards. Assessment activities typically include: conducting an exposure analysis, conducting an impact analysis, and assessing Recipient’s adaptive capacity based on the findings from the impact analysis.
- mm) Work Plan: The work plan will serve as a cumulative record of Recipient’s planning process. Work plans will be developed as an evolving document during the term of Recipient’s adaptation planning process. Contents of the work plan will serve as a foundation of Recipient’s adaptation plan. Contents of the work plan are dependent on Recipient’s adaptation planning process, and are likely to include: major project milestones; a timeline for accomplishing major project milestones; interim task to be completed; actions taken by Contractor and Recipient; alternatives considered and chosen by Recipient; data, methods and approaches used; findings; relevant figures and tables; and, supplementary resources available to Community Stakeholders.

B. Purpose

Section 163.3177(6)(g)(10), Florida Statutes, provides local governments the option to “...develop an adaptation action area designation for those low-lying coastal zones that are experiencing coastal flooding due to extreme high tides and storm surge and are vulnerable to the impacts of rising sea level.” Projected sea level rise impacts threaten to exacerbate the vulnerability of Florida's at-risk coastal resources. Adapting to and mitigating sea level rise impacts will require that adaptation measures be incorporated into all levels of hazard mitigation and land use planning in Florida. DEO, in partnership with the National Oceanic Atmospheric Administration (NOAA), Department of Environmental Protection (DEP), the Florida Coastal Management Office

(FCMO), and the Florida Division of Emergency Management (DEM), are working together on an initiative to integrate coastal adaptation measures into existing local planning, policy and budgeting mechanisms, such as comprehensive plans, mitigation strategies, economic development plans, special area management plans and post-disaster redevelopment plans, as applicable.

C. Overview

DEO has entered into two contracts with DEP, which allow DEO to enter into one or more subcontracts with vendors to complete the tasks listed in this Contract. The two contracts with DEP are for years three and four of DEO's Community Resiliency Initiative (see Attachment 1, Section II. X). The work from years one and two of the Initiative, an inventory and comparison of methodology and tools available for use by local governments to conduct coastal hazard vulnerability analyses and scenarios, is to be used for the contractual work completed in Tasks 1 and 2 of this Contract. Contractual work for Task 1 includes using the information and resources inventoried and organized for the contractual work tied to years one and two of the Community Resiliency Initiative to develop coastal hazard vulnerability analyses and scenarios for three (3) pilot communities. Contractual work for Task 2 includes using the coastal hazard vulnerability analyses and scenarios completed in Task 1 for the three (3) pilot communities to complete coastal hazard adaptation plans for each of the three (3) pilot communities. In addition to these major tasks, a number of guidance tools, presentation materials and case studies will be completed, that clearly identify and explain all information and resources needed and available to Florida communities for the completion of coastal hazard analyses, scenarios and adaptation plans.

The total maximum cost-reimbursement value of each task, as provided in Attachment 1, Section II of this Contract, is directly related to the values in the three contracts executed by DEO and DEP.

II. Manner of Service Provision

A. Task 1

During completion of Task 1, Contractor will work directly with stakeholders from the three (3) pilot communities nominated by the Community Resiliency Initiative's Focus Group to complete a coastal hazard risk and vulnerability analysis and produce one or more scenarios for each community. Prior to starting the analyses process, Contractor will review and discuss the available analyses methodology and tools with community stakeholders. Contractor will then act as a facilitator, working with each set of community stakeholders to identify all of the parameters and contents which will be included in each respective community's analysis and scenario production process.

Contractor will then complete draft coastal hazard risk and vulnerability analyses and scenarios for each of the three (3) pilot communities. Contractor will provide the completed draft analyses and scenarios to stakeholders of each pilot community and DEO. Contractor will allow stakeholders from each pilot community and DEO staff a minimum of thirty (30) days to provide comments on the draft analyses and scenarios, and then work with community stakeholders to address all comments. The appendix for each analysis should include a section that is a list of all comments received from community stakeholders and DEO staff, and provide detailed

narratives on how each comment was addressed by Contractor or community stakeholders from each respective pilot community. Contractor will then finalize each set of analyses and scenarios.

Contractor will produce an appendix for each of the three (3) coastal hazard risk and vulnerability analyses. The appendix will provide a detailed overview of the methodology used to conduct each coastal hazard risk and vulnerability analysis and any lessons learned throughout the process. The methodology section needs to be presented in a format that reduces most technical and scientific jargon, making it more user-friendly for local governments. All essential technical and scientific language and related methodologies should be described and outlined in a separate appendix section. The “lessons learned” section needs to address challenges or obstacles experienced during the development of each coastal hazard risk and vulnerability analysis, and recommendations for the overall Community Resiliency Initiative based on each risk and vulnerability analysis pilot project.

1. Detailed Task List to be completed for each Recipient:

- a. Coordinate with Recipient to determine a date and time period to hold a coordination meeting.
 - (1) Participate in a coordination phone call with community organizers and DEO staff to finalize details for the coordination meeting.
 - (2) Review draft coordination meeting agenda and discuss expected outcomes from the coordination meeting.
 - (3) Assist Recipient in identifying community stakeholders that should be encouraged to participate in the coordination meeting.
- b. Prepare for coordination meeting.
 - (1) Complete background research on community characteristics and assemble a preliminary inventory of available resources.
 - (2) Develop a list of community data and resources that would be helpful to have, if available from Recipient or other sources.
 - (3) Develop presentation materials or speaking points to introduce the recommended conceptual adaptation planning approach used during the project.
 - (4) Develop presentation or speaking points to facilitate a discussion of potential coastal hazard impact scenarios.
 - (5) Develop presentation or speaking points to facilitate a discussion of roles and responsibilities of key participants during the project term.
 - (6) Develop presentation materials that outline recommended opportunities and approaches for community participation during the project term.
 - (7) Develop an example list of project milestones and an example visual (e.g., Gantt chart) to communicate how project milestones relate to the project timeline.
- c. Facilitate a coordination meeting.
 - (1) Facilitate the introduction of Contractor’s team members, community stakeholders and DEO staff.
 - (2) Provide an introduction to the conceptual adaptation planning approach used in the project and expected project outcomes.
 - (3) Facilitate a discussion of potential coastal hazard impact scenarios.
 - (4) Facilitate a discussion of roles and responsibilities of key participants during the project term.
 - (5) Recommend opportunities and approaches for community participation during the project term.

- (6) Coordinate in the development of guiding principles and motivations for Recipient's adaptation planning process.
 - (7) Facilitate the selection of date(s) and times for Recipient's design meeting.
 - (8) Coordinate in the development of a draft project work plan to accomplish major project milestones.
- d. Prepare for Recipient's design meeting.**
- (1) Coordinate with Recipient to determine and transfer available community data and resources.
 - (2) Coordinate with Recipient to determine if any special equipment or supplies are needed to conduct an effective design meeting.
 - (3) Develop presentation materials or speaking points that provide an overview of results from Recipient's coordination meeting and the contents of Recipient's project work plan.
 - (4) Develop speaking points to facilitate a discussion that focuses on how meeting participants are already being impacted by coastal hazards.
 - (5) Develop presentation materials or speaking points to facilitate a discussion of project expectations and to contrast expectations against limitations in data and/or project resources.
 - (6) Develop presentation materials which review the benefits and disadvantages of available methodology, tools and approaches available to complete Recipient's vulnerability assessment.
 - (7) Develop presentation materials or speaking points to facilitate the community's choice of methodologies, tools, inputs and planning horizons used to develop a coastal hazard vulnerability assessment for Recipient.
 - (8) Update project work plan to reflect available data and resources.
 - (9) Participate in a coordination phone call with community stakeholders to finalize design meeting details.
- e. Facilitate Recipient's design meeting.**
- (1) Provide an overview of results from Recipient's coordination meeting and the contents of Recipient's project work plan.
 - (2) Facilitate a discussion that focuses on how meeting participants are already being impacted by coastal hazards.
 - (3) Facilitate a discussion of project expectations and contrast expectations against limitations in data and/or project resources.
 - (4) Review the benefits and disadvantages of available methodology, tools and approaches available for use to complete Recipient's vulnerability assessment.
 - (5) Facilitate Recipient's choice of methodologies, tools, inputs and planning horizons used to develop Recipient's coastal hazard vulnerability assessment.
 - (6) Update Recipient's work plan to incorporate input and findings from the design meeting.
- f. Develop a draft coastal hazard vulnerability assessment.**
- g. Facilitate a physical meeting to review the results of Recipient's draft vulnerability assessment.**
- (1) Engage community stakeholders in interactive discussion on draft vulnerability assessment results.
- h. Address and incorporate comments from Recipient and DEO staff into a final coastal hazard vulnerability assessment.**
- (1) Provide Recipient and DEO staff with a minimum of 30 calendar days to provide comments on draft assessment.
 - (2) Develop an appendix for Recipient's assessment that list all comments received from Recipient and DEO staff, and provide detailed narratives on how each comment was addressed by Contractor, Recipient or DEO staff.
 - (3) Update project work plan to incorporate input and findings from Recipient's review of the draft vulnerability assessment.

- i. Develop one or more appendix for Recipient's assessment that provides a detailed overview of the methodology used to conduct the vulnerability assessment and any lessons learned throughout the development process.
- j. Transmit final vulnerability assessment to DEO and Recipient.

B. Task 2

For Task 2, Contractor will work directly with stakeholders from the three (3) pilot communities nominated by the Community Resiliency Initiative's Focus Group to develop coastal hazard adaptation plans for each of the three (3) pilot communities based on the research, tools, methods and products identified during: 1) the completion of Task 1 of this Contract; and, 2) other research, tools, methods and products that are important for the development of each adaptation plan. Contractor will then act as a facilitator, working with each set of community stakeholders to identify all of the parameters and contents which will be included in each respective community's adaptation plan.

Contractor will then complete a draft coastal hazard adaptation plan for each of the three (3) pilot communities. Contractor will provide the completed draft adaptation plan to stakeholders of each pilot community and DEO staff. Contractor will allow stakeholders from each pilot community and DEO staff a minimum of thirty (30) days to provide comments on the draft adaptation plans, and then work with community stakeholders to address all comments. The appendix for each adaptation plan should include a section that is a list of all comments received from community stakeholders and DEO staff and provide detailed comments on how each comment was addressed by the Contractor or community stakeholders from each respective pilot community. The Contractor will then finalize each adaptation plan.

The Contractor will coordinate with DEO staff during Task 2 of this Contract to complete an appendix for each final coastal hazard adaptation plan that details the methodology for the development of the plan and lessons learned throughout the plan development process. Contractor will also coordinate with DEO staff during Task 2 of this Contract to provide recommendations for the overall Community Resiliency Initiative based on the adaptation planning pilot projects.

1. Detailed Task List to be completed for each Recipient

- a. Coordinate with Recipient to determine a date and time period to hold an adaptation planning workshop.
- b. Prepare for adaptation planning workshop.
 - (1) Participate in a coordination phone call with community stakeholders to finalize details for the adaptation planning workshop.
 - (2) Develop presentation materials or speaking points to provide an overview of Recipient's coastal hazard risk portfolio.
 - (3) Develop presentation materials or speaking points to facilitate Recipient's determination of whether a stand-alone adaptation planning process should be used, or one that leverages existing or on-going processes such as a local comprehensive plan update process.
 - (4) Develop presentation materials or speaking points to facilitate Recipient's selection or delineation of adaptation focus areas or issues.

- (5)** Develop presentation materials or speaking points to facilitate Recipient's development and population of a customized decision making framework to capture qualitative and quantitative factors to allow for prioritization of adaptation strategies for implementation.
 - (6)** Develop presentation materials that outline adaptation strategies for Recipient, based on existing and planned land uses.
 - (7)** Develop presentation materials or speaking points to facilitate the creation of an inventory of adaptation implementation activities and actors (e.g., local government staff position) responsible for each adaptation action.
 - (8)** Develop presentation materials or speaking points for the purpose of reviewing and recommending available options and timelines for integration of adaptation strategy alternatives into existing plans and regulations.
 - (9)** Develop presentation materials or speaking points for the purpose of reviewing and recommending available funding options and mechanisms to support the implementation of all preferred adaptation strategies.
 - (10)** Develop presentation materials or speaking points to facilitate a discussion on the development of strategies for monitoring and evaluating Recipient's implementation strategy.
- c. Facilitate adaptation planning workshop.**
- (1)** Provide an overview of Recipient's coastal hazard risk portfolio.
 - (2)** Facilitate Recipient's determination of whether a stand-alone adaptation planning process should be used, or one that leverages existing or on-going processes such as a local comprehensive plan update process.
 - (3)** Facilitate Recipient's selection or delineation of adaptation focus areas or issues.
 - (4)** Provide customized decision making framework to Recipient for review and comment, and incorporate Recipient's feedback into criteria, scoring and/or weighting factors.
 - (5)** Facilitate a discussion of adaptation strategies for key focus areas based on existing and planned land uses.
 - (6)** Use customized decision making framework and solicit needed input from Recipient to execute prioritization and selection of adaptation strategies, approaches and tools to address key focus areas and issues identified by community stakeholders.
 - (7)** Facilitate the creation of an inventory of adaptation implementation activities and actors (e.g., local government staff position) responsible for each adaptation action.
 - (8)** Review and recommend available options and timelines for integration of adaptation strategy alternatives into existing plans and regulations.
 - (9)** Recommend and review available funding options and mechanisms to support the implementation of all preferred adaptation strategies.
 - (10)** Facilitate a discussion on the development of strategies for monitoring and evaluating Recipient's implementation strategy.
 - (11)** Update project work plan to incorporate input and findings from the adaptation planning workshop.
- d. Participate in a post-workshop organizational call with Recipient.**
- (1)** Review updates to Recipient's project work plan.
 - (2)** Facilitate Recipient's provision of additional required information or completion of unresolved task necessary to complete Recipient's draft adaptation plan.
- e. Develop a draft adaptation plan for Recipient.**
- (1)** Provide Recipient and DEO staff with a minimum of 30 calendar days to provide comments on draft adaptation plan.
 - (2)** Address and incorporate comments from Recipient and DEO staff into final adaptation plan.

(3) Develop an appendix for Recipient's plan that list all comments received from Recipient and DEO staff, and provide detailed narratives on how each comment was addressed by Contractor, Recipient or DEO staff.

(4) Develop one or more appendix for Recipient's plan that includes contents from Recipient's project work plan not included elsewhere in the plan.

f. Coordinate with DEO staff to complete one or more appendix for the final adaptation plan that details the methodology for the development of the plan and lessons learned throughout the plan development process and recommendations for the overall Community Resiliency Initiative based on Recipient's adaptation planning process.

g. Transmit final adaptation plan to Recipient and DEO.

C. Quality Requirements

This section outlines minimum quality requirements for all deliverables under this Contract. The quality requirements provided will be used for inspection at time of acceptance and, therefore, should be used by Contractor during the implementation of a comprehensive program for controlling quality.

1. Use of Language. All deliverables need to be presented in a format that reduces most technical and scientific jargon, making the guidance products more user-friendly for local governments. All essential technical and scientific language and related methodologies should be described and outlined in separate appendix sections of each respective deliverable.

2. Branding Guidelines. The deliverables shall also be displayed in a manner consistent with DEO branding guidelines (i.e., pictures, graphs, tables, sidebars, etc.), as appropriate. DEO branding guidelines are contained in the three (3) documents listed below, and in subsequent versions of each of these documents. DEO's Contract Manager will provide electronic copies of these documents to Contractor.

a. DEO Nomenclature & Typography: Florida Department of Economic Opportunity, Style Guidelines: DEO Nomenclature & Typography. Updated: Monday, October 29, 2012.

b. Logo: Florida Department of Economic Opportunity, Style Guidelines: Logo. Updated: Friday, February 22, 2013.

c. Reports: Florida Department of Economic Opportunity, Style Guidelines: Reports. Updated: Friday, February 22, 2013.

3. Aesthetics and Formatting. The four (4) examples below are previously completed guidance documents that meet or exceed the minimum quality requirements for aesthetics and formatting:

a. Florida Department of Community Affairs. (2007). Guiding the Way to Waterfronts Revitalization: Best Management Practices. Retrieved on August 13, 2014 from: <http://www.floridajobs.org/fdcp/dcp/waterfronts/Files/WaterfrontsFloridaBestPracticesGB2007.pdf>

b. Florida Department of Community Affairs. (2009). Waterfronts Florida Partnership Program: Community Case Studies. Retrieved on August 13, 2014 from:

<http://www.floridajobs.org/fdcp/dcp/waterfronts/Files/WaterfrontsCommunityCaseStudies2009.pdf>

c. Florida Department of Community Affairs and Florida Division of Emergency Management. (2010). Post-Disaster Redevelopment Planning: A Guide for Florida Communities. Retrieved on August 13, 2014 from:

<http://www.floridajobs.org/fdcp/dcp/PDRP/Files/PDRPGuide.pdf>

d. Florida Department of Economic Opportunity and Florida Division of Emergency Management. (2011). Post-Disaster Redevelopment Planning: Addressing Adaptation During Long-term Recovery. Retrieved on August 13, 2014 from:

<http://www.floridajobs.org/fdcp/dcp/PDRP/Files/PDRPSeaLeveRiseAddendum.pdf>

D. Deliverable, Tasks, Performance Measures and Financial Consequences

Contractor agrees to perform the following:

Deliverables	Performance Measure	Due Date	Payment Amount Not to Exceed	Financial Consequences
Task 1				
Deliverable 1.1. Draft Risk and Vulnerability Analyses for three (3) pilot communities in Florida.	Submission of three (3) completed draft risk and vulnerability analyses.	May 20, 2016	\$44,969.54	Failure to transmit the three (3) completed draft analyses to DEO will result in a \$100.00 financial consequence per calendar day for each day beyond the agreed upon due date, until the three (3) completed draft analyses are provided to, and accepted by DEO as complete.

<p>Deliverable 1.2. Final Risk and Vulnerability Analyses for three (3) pilot communities in Florida.</p>	<p>Submission of three (3) final risk and vulnerability analyses.</p>	<p>June 24, 2016</p>	<p>\$56,961.42</p>	<p>Failure to transmit the three (3) final analyses to DEO will result in a \$100.00 financial consequence per calendar day for each day beyond the agreed upon due date, until the three (3) completed final analyses are provided to, and accepted by DEO as complete.</p>
<p>Deliverable 1.3. Draft appendix for each of the three (3) adaptation plans (see Deliverable 2.2) that details the methodology for the risk and vulnerability analyses and lessons learned throughout the process.</p>	<p>Submission of three (3) completed draft appendices.</p>	<p>May 20, 2016</p>	<p>\$2,997.97</p>	<p>Failure to transmit three (3) completed draft appendix to DEO will result in a \$100.00 financial consequence per calendar day for each day beyond the agreed upon due date, until the draft appendix is provided to, and accepted by DEO as complete.</p>
<p>Deliverable 1.4. Final appendix for each of the three (3) adaptation plans (see Deliverable 2.2) that details the methodology for the risk and vulnerability analyses and lessons learned throughout the process.</p>	<p>Submission of three (3) final appendices.</p>	<p>June 24, 2016</p>	<p>\$2,997.97</p>	<p>Failure to transmit three (3) final appendix to DEO will result in a \$100.00 financial consequence per calendar day for each day beyond the agreed upon due date, until the final appendix is provided to, and accepted by DEO as complete.</p>

Deliverable 1.5. A draft report which provides recommendations for the overall Community Resiliency Initiative, for developing and conducting risk and vulnerability analyses, based on the lessons learned by Contractor, pilot community stakeholders, and DEO staff during the development and completion of risk and vulnerability analyses for each of the three (3) pilot communities.	Submission of a completed draft report.	May 20, 2016	\$2,509.35	Failure to transmit the completed draft report to DEO will result in a \$100.00 financial consequence per calendar day for each day beyond the agreed upon due date, until the draft report is provided to, and accepted by DEO as complete.
Deliverable 1.6. A final report which provides recommendations for the overall Community Resiliency Initiative, for developing and conducting risk and vulnerability analyses, based on the lessons learned by Contractor, pilot community stakeholders, and DEO staff during the development and completion of risk and vulnerability analyses for each of the three (3) pilot communities.	Submission of a final report.	June 24, 2016	\$2,509.36	Failure to transmit the final report to DEO will result in a \$100.00 financial consequence per calendar day for each day beyond the agreed upon due date, until the final report is provided to, and accepted by DEO as complete.
Total amount for Task 1 - Not to Exceed			\$112,945.62	
Task 2				
Deliverables	Performance Measure	Due Date	Payment Amount Not to Exceed	Financial Consequences

Deliverable 2.1. Draft adaptation plans for three (3) pilot communities in Florida.	Submission of three (3) completed draft adaptation plans.	November 18, 2016	\$59,329.92	Failure to transmit the three (3) completed draft plans to DEO will result in a \$100.00 financial consequence per calendar day for each day beyond the agreed upon due date, until the three (3) completed draft plans analyses are provided to, and accepted by DEO as complete.
Deliverable 2.2. Final adaptation plans three (3) pilot communities in Florida.	Submission of three (3) final adaptation plans.	December 16, 2016	\$59,959.39	Failure to transmit the three (3) final plans to DEO will result in a \$100.00 financial consequence per calendar day for each day beyond the agreed upon due date, until the three (3) completed final plans are provided to, and accepted by DEO as complete.
Total amount for Task 2 - Not to Exceed			\$119,289.31	
Grand Total amount for all Tasks - Not to Exceed			\$232,234.93	

E. Contractor’s Responsibilities

Contractor’s responsibilities under this Contract solicitation are as follows:

1. Assign a Contract Manager to manage the Contract.
2. Ensure the Contract Manager provides information to DEO as required.

3. Provide assigned staff that is available during regular business hours Monday through Friday to respond to DEO staff questions regarding Contract task and deliverable status, methodology used to complete Contract task, and lessons learned throughout the term of the Contract.
4. Conduct any required coordination, communication, and document distribution with any entities external to the firm and DEO, including stakeholders from pilot communities.
Provide assigned staff that is able to meet with DEO staff for regularly scheduled teleconference briefings, at least once per month.
5. For assigned staff, provide office equipment including all necessary computer hardware and software, a printer/copier/ scanner/fax machine, and locking file cabinets in which to store confidential information.
6. For assigned staff, provide work space and associated utilities.
7. Provide supporting documentation for all invoices. Supporting documentation can include paid bills, payrolls (to include employee name, wages, fringe benefits, hours worked on each individual deliverable by each assigned staff member, and payroll periods), time and attendance records, contract and subcontract award documents, reports, or expanded general ledgers and budget detail reports as deemed necessary by DEO.
8. Expeditiously respond to inquiries or requests from DEO or stakeholders from pilot communities.
9. Work with pilot communities to secure meeting sites.
10. Ensure that all deliverables listed in Attachment 1, Section II.D meet the minimum quality requirements contained in Attachment 1, Section II.C of this Contract.
11. Comply with the procurement requirements contained in 15 CFR 24.36 and 15 CFR 14.44, as applicable.

F. Geospatial Data Collection and Sharing

Environmental data and information, collected and/or created under this Contract will be made visible, accessible and independently understandable to users, free of charge or at minimal cost, in a timely manner (typically no later than two (2) years after the data are collected or created), except where limited by law, regulation, policy or by security requirements.

The Data/Information Sharing Plan (and any subsequent revisions or updates) will be made publicly available at the time of award and, thereafter, will be posted with the published data. Environmental data and information produced under this award and which are made public must be accompanied by the following statement: These environmental data and related items of information have not been formally disseminated by NOAA and do not represent and should not be construed to represent any agency determination, view, or policy. Current Federal Geospatial Data Committee (FGDC) standards can be found at: <http://www.fgdc.gov/metadata/csdgm/>. Metadata that conforms to the proposed North American Profile of the International Organization for Standardization (ISO) 19115, which may be adopted by the FGDC, is also acceptable.

NOAA may at its own discretion, use information from the Data/Information Sharing Plan to produce a formal metadata record and include that metadata in a catalogue to indicate the pending availability of new data. Failing to share environmental data and information in accordance with the submitted Data/Information Sharing Plan may lead to disallowed costs and be considered by NOAA when making future award decisions.

G. Publications, Photographs, Audiovisuals & Signs

Before publishing or printing a final draft of any publication pertaining to this Contract, such draft shall be sent to DEO's Contract Manager for review and approval.

1. Publications, printed reports, audiovisuals (including videos, slides, and websites, except that unless required under special terms of this Contract, this requirement does not apply to audiovisuals produced as research instruments or for documenting experimentation or findings and which are not intended for presentation to the general public) or similar materials must include the NOAA, DEP, Florida Coastal Management Program (FCMP) and DEO logos (which logos can be found at the FCMP website at <http://www.dep.state.fl.us/cmp/grants/logos/index.htm> or by contacting DEO's Contract Manager for a copy) and the following statement on the cover or the first page:

"This (report/video/website/publication) was funded in part, through a grant agreement from the Florida Department of Environmental Protection, Florida Coastal Management Program, by a grant provided by the Office of Ocean and Coastal Resource Management under the Coastal Zone Management Act of 1972, as amended, National Oceanic and Atmospheric Administration Award No. NA13NOS4190053. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida, NOAA or any of their subagencies."

The next printed line shall identify the month and year of the publication.

Contractor must receive approval in writing from DEO's Contract Manager before beginning production and distribution of any audiovisual (e.g., video, slides, etc.) funded under this Contract. Contractor must apply for approval at least forty-five (45) calendar days in advance. Contractor must also provide DEO's Contract Manager with shooting scripts and provide two (2) copies of the final audiovisual (e.g., video, slides, etc.) upon completion.

2. Publication of the results of research projects in appropriate professional journals is encouraged as an important method of recording and reporting scientific information. Contractor is required to submit a copy to DEO's Contract Manager when releasing information related to this Contract, which includes a statement that the project or effort undertaken was or is sponsored by the U.S. Department of Commerce. Contractor is also responsible for assuring that every publication of material (including internet sites) based on or developed under this Contract, except scientific articles or papers appearing in scientific, technical or professional journals, contains the statement shown in Attachment 1, Section II.G.1 above.

3. Contractor must complete a signed **Photographer Release Form and/or Model Release Form** (which can be obtained by contacting DEO's Contract Manager), to be submitted with project photos sent to DEO.

4. Acknowledgment Requirement for Interpretive Signs & Banners: Interpretive signs and banners must include the NOAA, DEP and FCMP logos. The following language is recommended:

“The Florida Coastal Management Program funded this project with a grant from the NOAA Office of Ocean and Coastal Resource Management awarded under the Coastal Zone Management Act.”

The next printed line shall identify the completion month and year of the project.

H. Record Keeping/Audit

1. Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. NOAA, DEP, DEO, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

2. Contractor agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

3. Records for real property and equipment acquired with federal funds shall be retained for five (5) years following final disposition.

4. The federal funds associated with this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. Grant recipients awarded a new federal grant greater than or equal to \$25,000 awarded on or after October 1, 2010 are subject to the FFATA. Contractor agrees to provide the information necessary, over the life of this Contract, for DEP or DEO to comply with this requirement.

I. This section intentionally left blank

J. Background Checks

Contractor will be responsible for obtaining and providing Level One (1), or equivalent, written background checks from the Florida Department of Law Enforcement (FDLE) on all assigned employees and substitute(s) that will work in DEO’s Caldwell building or on-site with pilot community stakeholders. This documentation must be provided to DEO’s Contract Manager upon execution of the Contract. DEO reserves the right to reject any employee from providing services on the basis of the background check. The Contractor may access the FDLE website to perform the background check and is responsible for payment. The address for the website is: <http://www.fdle.state.fl.us/CriminalHistory>. Written FDLE background checks must be submitted and approved prior to staffing changes.

K. DEO Responsibilities

1. Assign a Contract Manager to manage the Contract.
2. Ensure DEO's Contract Manager provides information to Contractor as required.
3. Conduct any required coordination, communication, and document distribution with any entities external to DEO, including the Florida Legislature, House and Senate staff, other State agencies, the Governor's office, and other entities as required.
4. Review all deliverables and authorize payments for approved deliverables. Deliverables should be complete and comply with the terms of this Contract.
5. Be available for consultation and technical assistance throughout the project.
6. Review Contractor's invoices for accuracy and thoroughness and process them on a timely basis.
7. Review and approve the assignment of all team members, both initially proposed and any subsequent changes.
8. Maintain electronic and final archive copies of all deliverables.
9. Expediently respond to inquiries or requests from Contractor.
10. Provide meeting sites when necessary.

L. 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. The Contract documents shall include terms and conditions of 15-RFP-004-LJ, any addenda, response, and this contract which was issued as a result of 15-RFP-004-LJ.

M. Method of Payment

Contractor shall provide no more than one (1) single invoice per month for all services rendered during the applicable month in accordance with the submitted Solicitation Cost Sheet. DEO will not be responsible for payment for Contractor's idle hours spent during lunch or travel time to and from DEO prior to, and after daily work schedule.

An invoice submitted for payment must be a legible copy. Invoices shall contain the Contract number and purchase order number. Invoices must clearly identify the deliverables provided during the invoice period. Invoices must clearly identify the dates of the invoice period.

Invoices for commodities must clearly reflect a description of the item or items, number of units and cost per unit. Numerical code descriptions alone will not be accepted.

The following documents shall be submitted with the itemized invoice:

1. Provide supporting documentation for all invoices. Supporting documentation can include paid bills, payrolls (to include employee name, wages, fringe benefits, hours worked on each individual deliverable by each assigned staff member, and payroll periods), time and attendance records, contract and subcontract award documents, reports, or expanded general ledgers and budget detail reports as deemed necessary by DEO.
2. One (1) hardcopy and one (1) electronic copy of each completed deliverable for which work was completed during the invoice period.

Supporting documentation must evidence that the minimum performance standards were met. Acronyms and non-standard abbreviations for programs or organizational units within an agency should not be used in the supporting documentation unless an explanation is also included.

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

All requests for compensation for services or expenses must be submitted in detail sufficient for a pre-audit and post-audit in accordance with subsection 287.058(1)(a), Florida Statutes.

All documentation to support any reimbursements must be submitted with Contractor's invoice for DEO's review.

N. Contract Extension

No contract extensions will be provided under this Contract. The deliverable due dates listed in Attachment 1, Section II.D of this Contract are directly tied to deliverable due dates in the two Coastal Management Agreements held between DEP and DEO, which will not be extended beyond the provided ending dates listed in Attachment 1, Section II.X of this Contract.

O. Staffing Changes

Contractor's staff for the project is considered by DEO to be essential to this project. Prior to substituting any of the proposed individuals, Contractor shall notify and obtain written approval from DEO of the proposed substitution as soon as possible, but no less than five (5) business days prior to the substitution. Written justification should include documentation of the circumstances requiring the changes and a list of the proposed substitutions in sufficient detail to permit evaluation of the impact on Contractor performance. DEO, at its discretion, may agree to accept personnel of equal or superior qualifications in the event that circumstances necessitate the replacement of previously assigned personnel.

P. Contractor's Responsibilities upon Termination

After receipt of a Notice of Termination, and except as otherwise specified by DEO, the Contractor shall:

1. Stop work under this Contract on the date and to the extent specified in the notice.
2. Complete performance of such part of the work as shall not have been terminated by DEO.
3. Take such action as may be necessary, or as DEO may specify, to protect and preserve any property related to this Contract which is in the possession of the Contractor and in which DEO has or may acquire an interest.
4. Upon the effective date of termination of the Contract, shall transfer, assign, and make available to DEO all property and materials belonging to DEO. No extra compensation will be paid to Contractor for its services in connection with such transfer or assignment.

Q. Financial Consequences for Failure to Timely and Satisfactorily Perform

Failure to complete the project in accordance with the requirements of this Contract, and in particular, as specified in Attachment 1, Section II.D, Deliverables, Tasks, Performances Measures and Financial

Consequences, and Attachment 1, Section II.E, Contractor's Responsibilities, of this Contract, will result in substantial injury to DEO and damages arising from such failure cannot be calculated with any degree of certainty. Therefore, it is hereby agreed that if the services/items are not timely and satisfactorily performed, the sanctions specified in Attachment 1, Section II.D shall be assessed against Contractor and will be deducted from the amount due Contractor for performance under the applicable invoice.

In addition, if it becomes necessary for DEO to institute a corrective action plan and Contractor fails to comply with the approved corrective action plan, Contractor shall be assessed the additional financial consequences specified in the corrective action plan.

This provision for financial consequences shall in no manner affect DEO's right to terminate the Contract as provided elsewhere in DEO's Core Contract.

R. Liquidated Damages upon Contract Termination

DEO is entitled to completion of the services/items within the schedules fixed in Attachment 1, Section II.D and II.E hereof or within such further time, if any, as may be allowed in accordance with the provisions of the Contract. In the event of termination of the Contract by DEO for cause, Contractor shall be liable to DEO for \$1,568 dollars for each calendar day after termination, up to sixty (60) days, for DEO's expenses for additional managerial and administrative services required to complete or obtain the services/items from another contractor. Liquidated damages for this period of time, is in addition to the financial consequences assessed (as provided for in Attachment 1, Section II.Q) prior to termination. This liquidated damages provision addresses only the cost to DEO for re-procurement of these services and does not limit DEO's ability to pursue other damages it incurs as a result of Contractor's breach.

S. Notification of Instances of Fraud

Instances of Contractor operational fraud or criminal activities shall be reported to DEO's Contract Manager within twenty-four (24) chronological hours.

T. Confidentiality and Safeguarding Information

Contractor may have access to confidential information during the course of performing the services herein. Contractor must implement procedures to ensure protection and confidentiality of data, files and records involved with this Contract. All Contractor personnel assigned to this project must sign a confidentiality statement which will be provided by DEO upon awarding the services described. 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(1), Florida Statutes, and 20 C.F.R. part 603, and all Contractor employees assigned to this project will be appropriately screened in a manner comparable to section 435.03, Florida Statutes.

U. Change of Ownership

If Contractor anticipates a change of ownership during the life of the Contract, Contractor must describe the circumstances of such change, indicate when the change is likely to occur, provide contact information for the ownership change, and describe the potential impact the change may have on the delivery of services required under the Contract.

V. Ownership and Intellectual Property Rights

All rights, title, and interest, including copyright interests and any other intellectual property, in and to the work developed or produced under the Contract, alone or in combination with DEO and/or its employees, under this Contract shall be the property of DEO. Contractor agrees that any contribution by Contractor or its employees to the creation of such works, including all copyright interest therein, shall be considered works made for hire by Contractor for DEO and that such works shall, upon their creation, be owned exclusively by DEO. To the extent that any such works may not be considered works made for hire for DEO under applicable law, Contractor agrees to assign and, upon their creation, automatically assigns to DEO the ownership of such works, including copyright interests and any other intellectual property therein, without the necessity of any further consideration.

W. Equipment

The purchase of non-expendable equipment costing \$1,000 or more is not authorized under the terms of this Contract.

X. Coastal Zone Management Agreement

Contractor acknowledges that this Contract requires compliance with all applicable federal, state and local health and safety rules and regulations included in the two (2) Coastal Zone Management Agreements between DEP and DEO.

These two (2) Coastal Zone Management Agreements include:

1. Agency Contract ID: CM403; FLAIR Contract ID: CM403; Long Title: Community Resiliency Initiative; and, Date of Execution: 10/21/2013. Ending date: 06/30/2016. Available for review at the following Florida Accountability Contract Tracking System (FACTS) web link:

<https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=370000&ContractId=CM403>

2. Agency Contract ID: CM501; FLAIR Contract ID: CM501; Long Title: Community Resiliency; and, Date of Execution: 09/23/2014. Anticipated ending date: 12/31/2016. Available for review at the following Florida Accountability Contract Tracking System (FACTS) web link:

<https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=370000&ContractId=CM501>

This Agreement shall terminate automatically if DEP does not continue to contract with DEO for services provided under the federal grant with NOAA. DEO will provide written notice to Contractor of the termination on this basis upon receiving written notification from DEP.

Y. Relationship of Pilot Community Participation to Contractor Level of Control

Due to the nature of this Contract, Contractor success is directly tied to the participation of individual pilot communities. Delay or failure of a pilot community to participate in one or more of the required task outlined in Attachment 1, Section II of this Contract could result in Contractor's delay or failure to transmit deliverables. To increase the likelihood of Contract success:

1. Contractor will be provided with opportunities to assist in developing and reviewing cooperative agreements (e.g., Memorandum of Agreement) and project schedules for each pilot community.
2. Contractor agrees to work in good faith with pilot communities to carry out the terms and conditions of this Contract.
3. When a pilot community exceeds timelines established in an agreed upon project schedule, Contractor can notify and obtain written approval from DEO to commence alternative actions to meet Contract requirements. Alternative actions should consider:
 - a. All project materials, resources and Contract deliverables organized or completed at the time of notification to DEO;
 - b. Trends in previous decision making by community stakeholders;
 - c. Contractor expertise;
 - d. The likelihood of the pilot community to successfully participate for the remainder of the project term; and,
 - e. The associated impacts of an alternative action if pilot community continues to successfully participate after DEO approves the alternative action.

- End of Attachment 1 (Scope of Work) -

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 74)**
 - 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 agency;
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 agency, 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 to Report Lobbying,” 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 37 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 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.

(Signature and Title of Authorized Representative)

Contractor

Date

(Street)

(City, State, ZIP Code)

- End of Attachment 2 -

EXHIBIT B

APPROXIMATE TIME PERIODS FOR COMPLETION OF RECIPIENT’S RESPONSIBILITIES

In order to increase the likelihood of Project success, the following approximate time periods for the completion of Recipients’ responsibilities have been established. The major Recipient Responsibilities, or tasks, as provided for in Section V of this Agreement, have been listed on the left side of the table below. The “task #” corresponds to responsibilities listed in Section V. Across the top of the table, the year columns are not meant to demarcate exact months; rather, they align generally with project start and completion times. Shaded boxes indicate general time of task execution, and alternating shading (red to blue) is utilized to increase legibility.

Recipient Responsibility		2015					2016				
*Note: columns do not correspond to specific months in either year.											
Task #	Task 1 - Vulnerability Assessment										
4 (a)	Coordinate with Contractor										
4 (b)	Prepare for Coordination Meeting										
4 (c)	Coordination Meeting										
4 (d)	Prepare for Design Meeting										
4 (e)	Participate in Design Meeting										
4 (f)	Prepare for Assessment Review Meeting										
4 (g)	Participate in Review Meeting										
4 (h)	30 Day Recipient Review and Comment										
4 (i)	Provide lessons learned to Contractor										