Board of County Commissioners
Agenda Request

Date of Meeting: April 7, 2020
Date Submitted: March 24, 2020
To: Honorable Chair and Members of the Board
From: Wesley Hall, Interim County Administrator
       Connie McLendon, Finance Director
Subject: Approval to Renew the Standard Contract between the State of Florida, Department of Revenue and the Gadsden County Board of Commissioners

Statement of Issue:

This agenda item seeks approval from the Board to accept the renewal of the standard contract between the Department of Revenue and the Gadsden County Board of County Commissioners.

The current contract, page 8 Section III B, states that in accordance with Florida Statutes and upon mutual agreement, the Department and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed three (3) years or the term of the Contract, whichever period is longer. The renewal may be divided into increments, may be for a complete term, or any combination thereof. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties and is contingent upon satisfactory performance evaluations and subject to availability of funds for this Contract. For this Contract, there shall be one (1) five (5) year optional renewal period. Please note that this is a sole source government contract.

Background:

This contract will provide continuous revenue to the Gadsden County Board of Commissioners. It will reimburse the County for the service of the Sheriff’s office to promptly attempt services pursuant to Section 30.231, Florida Statutes, on all Title IV-D child support enforcement actions that are referred by the Department of Revenue or its designee. Under the provision of the law and the terms of this contract, the service provided by the Sheriff includes:

* Personal service of process, to include substitute service as authorized by law
* Service of subpoenas, except witness subpoenas
* Execution of Writs of Bodily Attachment
**Analysis:**

If approved, the renewal of this contract will begin on July 1, 2020 and end on June 30, 2025. The contract number for this agreement is CSU20.

**Fiscal Impact:**

Services under this contract are paid on a percentage basis; there is no set budget amount. The State of Florida’s performance and obligation to pay under this contract is contingent upon annual appropriation by the Florida Legislature with matching funds available by the Federal Government.

**Options:**

1. Approve to accept contract number CSU20 between the State of Florida, Department of Revenue and the Gadsden County Board of County Commissioners and authorize the Chairperson to sign.
2. Do not approve.
3. Board direction.

**Interim County Administrator’s Recommendation:**

Option 1.

**Attachments:**

1. Contract
STATE OF FLORIDA
DEPARTMENT OF REVENUE – CHILD SUPPORT PROGRAM
STANDARD SHERIFF’S CONTRACT

THIS CONTRACT is entered into between the State of Florida, Department of Revenue, hereinafter referred to as the "Department," and Gadsden County Board of County Commissioners hereinafter referred to as the "contractor." As further agreed to and described in Section III. of this contract, this contract shall begin on 07/01/2020, or the date on which the contract has been signed by the last party required, whichever is later. It shall end on 06/30/2025. For this contract, there shall be one (1) five (5) year optional renewal period.

I. THE CONTRACTOR AGREES:

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

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

C. Invoicing and Travel
   1. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
   2. That where itemized payment for travel expenses are permitted in this Contract and authorized in advance by the Department's Contract Manager, to submit bills for any travel expenses in accordance with s. 112.061, F.S., or at such lower rates as may be provided in this Contract.
   3. That invoices shall be submitted to the following address:
      sheriff_invoices@floridarevenue.com
      and
      a copy of the invoice will be emailed to the Department's Contract Manager at Kim.Clark@floridarevenue.com.

D. Records and Retention
   1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this Contract.
   2. To retain, at no additional cost to the Department, all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract for a period of five (5) years after completion of the Contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records and documents shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Contract. If any such records are eligible for destruction under applicable record retention schedules before five (5) years after completion of the Contract the records may be destroyed with the prior written approval of the Department’s Contract Manager.
   3. Upon demand and at no additional cost to the Department, the Contractor will facilitate the duplication and transfer of any records or documents during the required retention period.

E. Audits, Inspections, Investigations and Monitoring
   1. To allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Contractor’s failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate the Contract. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 617-8347, or
email: Sarah.Wachman.Chisenhall@FloridaRevenue.com, or Mail to: PO Box 6668, Tallahassee, FL 32314-6668.

2. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.

3. To permit persons duly authorized by the Department to inspect Contractor facilities and information resources (computers, mobile computing and storage devices) relevant to this contract to ensure compliance with state and federal security controls.

4. To permit persons duly authorized by the Department to inspect and copy any records, papers, documents, goods and services of the Contractor which are relevant to this Contract; and to interview any clients, employees and subcontractor employees of the Contractor to assure the Department of the satisfactory performance of the terms and conditions of this Contract. Following such review, the Department will deliver to the Contractor a written report of its findings and where appropriate, a request for the Contractor to submit a corrective action plan (see § III.C.).

5. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General (s. 20.055, F.S.), and/or the Auditor General (s. 11.45, F.S.) of Florida.

6. To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.

F. Indemnification

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

1. To be liable for and indemnify, defend, and hold the Department and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys’ fees and costs, arising out of any act, actions, neglect, or omissions by the Contractor, its agents, or employees during the performance or operation of this Contract or any subsequent modifications thereof.

2. That its inability to evaluate its liability or its evaluation of liability shall not excuse the Contractor’s duty to defend and to indemnify within seven (7) days after notice by the Department by certified mail. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the Contractor not liable shall excuse performance of this provision. The Contractor shall pay all costs and fees including attorneys’ fees related to these obligations and their enforcement by the Department. The Department’s failure to notify the Contractor of a claim shall not release the Contractor from these duties. The Contractor shall not be liable for the sole negligent acts of the Department.

3. That it is an independent Contractor and not an agent or employee of the Department.

G. Insurance

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

H. Safeguarding State and Federal Confidential Information

To comply with all applicable state and federal laws, regulations and security controls related to access and use of confidential information obtained from individuals, businesses, state and federal resource information systems, information systems of other agencies, and from any other person, whether the information is maintained within the Department’s information systems or Contractor information system and devices or otherwise. Contractor acknowledges that the following managerial, operational and technical security controls are in place before and during Contractor or subcontractor staff access Department information sources.

1. Contractor shall restrict access to state and federal confidential information obtained under this Contract to staff authorized to perform their official duties under this Contract. Access and use of information is authorized only for the purposes described in this Contract. IF THERE IS ANY DOUBT WHETHER DISCLOSURE OF TAXPAYER OR CHILD SUPPORT PROGRAM INFORMATION IS AUTHORIZED, THE INFORMATION MUST NOT BE DISCLOSED. Any questions should be directed to the Department’s Contract Manager who will discuss the question with the Department’s Disclosure Officer within the Office of General Counsel.

2. All Contract terms relating to confidential information and data security apply to the Contractor, the Contractor’s employees, agents, subcontractors and any other person who performs work under the Contract or subcontract.

3. Contractor facilities must have locks and other protective measures at all physical access points to prevent unauthorized access to computer and support areas containing state and federal confidential information at all times when not in use.
4. Printed documents containing confidential information must be safeguarded in a locked container or facility when not in use and transported securely only for purposes directly related to performing the work under the Contract.
5. Contractor may not access or transmit state or federal confidential information obtained under this Contract remotely through unsecure commercial or public accesses.
6. Access to Federal Tax Information (FTI) is not provided under this Contract.

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

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

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

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

The contractor shall receive credit for any Transaction Fee paid for the purchase of any item(s) if such item(s) are returned to the contractor through no fault, act, or omission of the contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the contractor’s failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the contractor in default and recovering re-procurement costs from the contractor in addition to all outstanding fees.

CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

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

M. Employment of Illegal Aliens
That unauthorized aliens shall not be employed by the Contractor. The Department shall consider the employment of unauthorized aliens a violation of s. 274A(e) of the Immigration and Nationality Act (8 USC 1324a). Such violation shall be cause for unilateral cancellation of this Contract by the Department.

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

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

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

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

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

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

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

T. Patents, Copyrights, Royalties and Rights to Products
1. That if activities supported by this Contract produce or develop any discoveries, inventions, writings (including books, manuals, films, etc.), sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department do so. Any and all patents or copyrights accruing under, or in connection with performance under, this Contract, are reserved to the State of Florida.
2. That the Contractor, if not a state agency, shall indemnify, save and hold the Department and its employees harmless from any liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the Contractor in the performance of this Contract.
3. That the Contractor shall utilize the CHRC fingerprinting entity designated by the Department and agrees to cooperate in the performance of said services. Contractors' employees shall be subject to new criminal history record checks every five (5) years from the prior criminal history record check as long as the contract is in effect.

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

V. Criminal History Records Checks
That the Department requires national criminal history record checks on all contractors’ employees or subcontractor staff that have access to Revenue facilities, confidential or sensitive information, or information systems, unless formally waived or exempted in writing by the Department.
That the requirements for such checks are outlined in Attachment H – Criminal History Record Check Requirements. This document is required for all contractors’ who have not been waived or exempted from the criminal history record check process.
That Contractors’ employees shall be subject to new criminal history record checks every five (5) years from the prior criminal history record check as long as the contract is in effect.
That the Department reserves the right to require criminal history record checks at any time during the life of the contract. The contractor agrees to submit to any criminal history record checks upon written request from the Department. The cost of performing the criminal history record checks shall be borne by the contractor.
That the Contractor shall utilize the CHRC fingerprinting entity designated by the Department and understands that the results from the inquiry will be reported directly to the Department. All CHRC results are confidential and are used for the sole purpose of determining suitability to work.
That during the term of the contract, the contractor shall report to the Department in writing by sending an email to CHRCcontractors@FloridaRevenue.com, the arrest, charge or Notice to Appear for an alleged violation of law in any state or other jurisdiction for any contractors’ employees or subcontractor staff assigned to this contract within one (1) business day of contractor’s knowledge. The notice shall include the contractor’s name, the contractor’s employee’s name, and the location and nature of the alleged violation. The Department reserves the right to immediately suspend or terminate contractors’ employees access if it is determined that the alleged violation conflicts with the scope of work described in this contract.
That the refusal of Contractor (or its individual employees or subcontractors) to comply with this section of this contract may result in the immediate termination of the contract.
That it is the responsibility of contractors’ employees to contest, to their employer, any disqualification for work based on an alleged violation.
W. Access to Department Information Resources and Facilities

1. Any time during the life of the Contract, the Contractor may submit a request for specific authorized access to Department information resources and facilities for Contractor and subcontractor staff. Resources and facilities to which specific authorized access may be requested include but are not limited to:
   - Office Buildings
   - Restricted Rooms within Office Buildings
   - Restricted Data
   - Department Intranet
   - Department Network
   - Data Management Systems such as CAMS and SUNTAX

2. The Contractor shall submit in writing all initial requests (and changes) for access to Department facilities and information sources to the Department’s Contract Manager five (5) business days in advance of the requested effective date. The written request must include the name, position title, telephone number, E-mail address, and purpose for the access or change to access. Upon receipt of the request, the Department’s Contract Manager determines the appropriateness of each request.

3. The Contractor shall maintain a list of all persons accessing Contractor facilities where equipment and information in whatever form is maintained. The list shall include the name, position title, telephone number, email address, and purpose for access. The list must be provided to the Department’s Contract Manager within 10 days of the Contract effective date, and not less than annually thereafter. The Contractor shall provide the Department’s Contract Manager a current, up-to-date list within two business days of request. The Contractor agrees and understands contract staff are prohibited from accessing the Department facilities, network and information resources until the Department’s Contract Manager notifies the Contractor in writing access is approved.

4. Contractor shall notify in writing the Department’s Contract Manager immediately whenever Contractor or subcontractor staff are terminated or leave the employment of the Contractor without notice.

5. Contractor shall notify the Department’s Contract Manager of a planned separation or reassignment or change to access previously granted to Contractor or subcontractor staff no less than five (5) business days in advance. The notification must include for each individual their name, position, telephone number, e-mail address, justification and nature of the change and effective date of the change.

6. In the event of a separation, reassignment or termination of Contractor or subcontractor staff, the Contractor must obtain and return all security identification and access devices given to the individual, and a written acknowledgement signed by the separating or terminated individual stating they understand they remain subject to the confidentiality provisions of this Contract, including but not limited to Section I.H.

7. Contractor and subcontractor staff must certify and provide documentation in advance of accessing the Department’s information systems that all non-state owned equipment and devices accessing or storing information obtained under this Contract meet or exceed Federal technical security controls. All equipment and devices must have encryption and up-to-date anti-virus software. The Department shall verify these requirements are met no less than annually.

8. Contractor and subcontractor staff may not share usernames, passwords, mobile devices (i.e. USB) or access security devices provided by the Department for specific access to Department facilities and information resources. The Department will terminate access or require corrective action if sharing occurs.

9. Any mobile computing device used by the Contractor to maintain or process information under the Contract shall be encrypted by the Contractor.

10. The Contractor shall ensure that any mobile storage device used to maintain or process information under the Contract has encryption technology enabled so that all content is encrypted while in transit and at rest.

11. The Contractor will comply with agency information technology security policies. The Contractor will know and comply with rules adopted by the Agency for State Technology or successor organization.

X. Breach Reporting and Notification Responsibility

That the Contractor is subject to s. 501.171, F.S., which requires reporting and remedies for breach of security related to third-party confidential information, as well as fines of up to $500,000 for failure to report timely. For persons affected by a breach who reside outside the state of Florida, the Contractor shall comply with the law of the State where the person resides.

If this Contract includes access or disclosure of state or federal Child Support Program information, the Contractor shall immediately, upon discovery, but in no case later than one hour after discovery notify the Department’s Contract Manager and the Child Support Program Director of any suspected or confirmed incident involving unauthorized access and/or disclosure of state or federal Child Support Program confidential information.

Y. Reporting Fraud

That any detected or suspected fraudulent activity committed against the Department, using Department resources, or affecting Department services must be reported to the Department immediately in one of the following ways:
a. Using SUNTAX
Individuals with access to SUNTAX will report tax violations using the Create Lead Referral action item within SUNTAX.

b. Using Ethics Link
Individuals with access to the Department’s intranet will select a fraud incident type within Ethics Link to submit a report.
   o Directly to the Office of Inspector General by calling (850) 617-8152 or by email Sharon.Doredant@FloridaRevenue.com

No individual shall be retaliated against for reporting suspected fraudulent activity or participating in the investigation of suspected fraudulent activity.
The Department will pursue available legal remedies to recover losses, if appropriate. Legal actions will be taken against consultants, vendors, contractors, contractors’ employees, or any other external parties and/or entities determined to be participants in fraud.

Z. Additional Requirements Due to Federal Funding
1. The Contractor shall comply with the provisions of 45 CFR part 75.
2. If this Contract is valued at greater than $150,000, the Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (U.S.C. 7401-7671(g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
3. If this Contract contains federal funding more than $100,000, the Contractor must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment E. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Department’s Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Department’s Contract Manager.
4. Pursuant to 45 CFR 75.322(a), title to intangible property acquired under a Federal award vests upon acquisition to the non-Federal entity.
   Pursuant to 45 CFR 75.322(b), the Federal Department of Health and Human Services, Administration for Children and Families, “reserves a royalty-free, non-exclusive, and irrevocable-right to reproduce, publish, or otherwise use the work for Federal Government purposes, and authorize others to do so.”
   Pursuant to 45 CFR 75.322(c) the non-Federal entity is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401.
   Pursuant to 45 CFR 75.322(d), the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award and, authorize others to receive, reproduce, publish, or otherwise use such data.
5. At all reasonable times for as long as records are maintained, the HHS awarding agency, Inspectors General, the Comptroller General of the United States and persons duly authorized by the Department pursuant to 45 CFR Part 75.364, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award. In order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity’s personnel for the purpose of interview and discussion related to such documents.
6. The State of Florida’s performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Florida Legislature with matching funds made available by the Federal government.
7. For purposes of this Contract, the Contractor is not identified as a subrecipient under 45 CFR 75.351

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

II. THE DEPARTMENT AGREES:

A. Contract Amount
To pay for contracted commodities and services according to the terms and conditions of this Contract in an amount estimated not to exceed $60,000.00, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.
B. Contract Payment
That pursuant to s. 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless
the bid specifications, purchase order, or this Contract specify otherwise. With the exception of payments to health care
contractors for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured
from the latter of the date a properly completed invoice is received by the Department or the goods or services are received,
inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to s. 55.03, F.S., will be due
and payable in addition to the invoice amount.
Payments to health care contractors for hospital, medical, or other health care services, shall be made not more than thirty-
five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate
of .03333%. Invoices returned to a Contractor due to preparation errors will result in a non-interest-bearing payment delay.
Interest penalties less than one (1) dollar will not be paid unless the Contractor requests payment.

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

III. THE CONTRACTOR AND DEPARTMENT MUTUALLY AGREE:

A. Effective and Ending Dates
That this Contract shall begin on 07/01/2020, or on the date which the Contract has been signed by the last party required to
sign it, whichever is later. It shall end on 06/30/2025. The State of Florida’s performance and obligation to pay under this
Contract is contingent upon an annual appropriation by the Legislature.

B. Contract Renewal
That in accordance with Florida Statutes and upon mutual agreement, the Department and the Contractor may renew the
Contract, in whole or in part, for a period that may not exceed three (3) years or the term of the Contract, whichever period is
longer. The renewal may be divided into increments, may be for a complete term, or any combination thereof. Any renewal
shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both
parties and is contingent upon satisfactory performance evaluations and subject to availability of funds for this Contract. For
this Contract, there shall be one (1) five (5) year optional renewal period.

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

D. Termination
1. That this Contract may be terminated by the Department without cause upon no less than thirty (30) calendar days’ notice
in writing to the other party unless a shorter time is mutually agreed upon in writing.
2. In the event funds for payment pursuant to this Contract become unavailable, the Department may terminate this Contract
upon no less than twenty-four (24) hours’ notice in writing to the Contractor. The Department shall be the final authority
as to the availability and adequacy of funds. In the event of termination of this Contract, the Contractor will be compensated for any work satisfactorily completed.

3. That this Contract may be terminated for the Contractor’s non-performance upon no less than twenty-four (24) hours’ notice in writing to the Contractor. If applicable, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this Contract. The provisions herein do not limit the Department’s right to remedies at law or in equity.

4. That failure to have performed any contractual obligations with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. To be terminated as a Contractor under this provision, the Contractor must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract terminated by the Department for cause.

5. That written notice of termination shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Department’s Contract Manager or the representative of the Contractor responsible for administration of the program as appropriate.

6. That this contract shall be terminated if the Contractor is found to have been placed on the list of Scrutinized Companies as described in Section 287.135, Florida Statutes.

E. Renegotiations or Modifications
1. That modifications of provisions of this Contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department’s operating budget.

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

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

G. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):
1. The Contractor name, as shown on page 1 of this Contract, and mailing address of the official payee to whom the payment shall be made is:
   Gadsden County Board of County Commissioners
   P.O. Box 1799
   Quincy, Florida 32353
   850-875-8650

2. The name of the Contractor’s contact person and street address where financial and administrative records are maintained is:
   Connie McClendon
   P.O. Box 1649
   Quincy, Florida 32353
   850-875-7079
   conniem@gadsdenclerk.com

3. The name, address, and telephone number of the representative of the Contractor responsible for administration of the program under this Contract is:
   Connie McClendon - Gadsden County Clerk of Court
   P.O. Box 1649
   Quincy, Florida 32353
   850-875-7079
   conniem@gadsdenclerk.com
4. The name, address, and telephone number of the Department’s Contract Manager for this Contract is:
   Kim Clark
   Florida Department of Revenue – Child Support Program
   2450 Shumard Oak Blvd Tallahassee, Florida 32399-0191
   850-717-6609

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

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

<table>
<thead>
<tr>
<th>Attachment #</th>
<th>Attachment Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓ Attachment A</td>
<td>Scope of Work/Additional Provisions</td>
</tr>
<tr>
<td>✓ Attachment A, Exhibit 1</td>
<td>Monthly Invoice Excel Form</td>
</tr>
<tr>
<td>✓ Attachment A, Exhibit 2</td>
<td>Substantiating Report to Invoice</td>
</tr>
<tr>
<td>□ Attachment B</td>
<td>Order of Precedence (and Contract Content)</td>
</tr>
<tr>
<td>✓ Attachment C (1)</td>
<td>Required Certifications (Non-Attorney)</td>
</tr>
<tr>
<td>□ Attachment C (2)</td>
<td>Required Certifications (Attorney)</td>
</tr>
<tr>
<td>□ Attachment D</td>
<td>Additional Provisions for Subrecipients of Federal Financial Assistance</td>
</tr>
<tr>
<td>✓ Attachment E</td>
<td>Certification Regarding Lobbying</td>
</tr>
<tr>
<td>□ Attachment F</td>
<td>Required Training Courses</td>
</tr>
<tr>
<td>□ Attachment G</td>
<td>Requirements for Contracts with Access to Federal Tax Information (FTI) (IRS Publication 1075 September 2016)</td>
</tr>
<tr>
<td>□ Attachment H</td>
<td>Criminal History Records Check Requirement</td>
</tr>
</tbody>
</table>
By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III.H above.

In witness thereof, the parties hereto have caused this 17-page Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR: Gadsden County Board of County Commissioners

FLORIDA DEPARTMENT OF REVENUE

SIGNED BY:

NAME: ____________________________
TITLE: ______________________________
DATE: ______________________________

Contractor MFMP Vendor #
(Federal EID #)

SIGNED BY:

NAME: Clark M. Rogers
TITLE: Director, Office of Financial Management
DATE: ______________________________

Approved as to form and legal content Date
ATTACHMENT A

Scope of Work

A. General Provisions

1. The sheriff shall promptly attempt service of process and execution of writs of bodily attachments pursuant to Section 30.231, Section 61.11, and Section 409.2563(4), Florida Statutes, on all Title IV-D Child Support Enforcement judicial and administrative actions that are referred by the Department, or its designee.

2. The sheriff is to maintain sufficient staff, facilities and equipment to deliver the agreed upon services or to notify the Department 30 days in advance whenever the sheriff is unable, or is going to be unable, to provide the required quality or quantity of services.

3. Under the provisions of the law and the terms of this contract, the service provided by the sheriff includes:
   a. Personal service of process, to include substitute service as authorized by law.
   b. Service of subpoenas, except witness subpoenas
   c. Execution of Writs of Bodily Attachment

4. Subject to the terms and the provisions of 45 C.F.R., Part 75, the Department shall reimburse the contractor for expenditures made in accordance with the established Federal Financial Participation (FFP) rate, as stipulated in this contract, subject to the availability of funds and any related federal and/or state legislated changes.

B. Service of Process and Execution of Writs of Bodily Attachment

1. Manner of Service

   a. The sheriff should attempt to promptly obtain child support summons or writs of bodily attachment, and thereafter serve process or execute writs within seven (7) calendar days of receipt of the request. If process is not served or a writ not executed on the first attempt, the sheriff should make a minimum of two additional attempts within twenty-one (21) calendar days after receipt.

   b. Given the critical issue of effective and timely service of process and execution of writs in establishing and enforcing child support orders, it is incumbent upon the sheriff to attempt to serve or execute a writ at any address necessary to effect service. These attempts should include, but are not limited to, serving or executing a writ during employment hours at the respondent’s place of employment, outside employment hours at the respondent’s residence, or at any other additional address(es), when multiple addresses are provided by the Department or some other source. The sheriff should attempt service of process or execution of a writ at as many of the addresses provided and at different times as necessary.

   c. The Sheriff shall determine the most appropriate time to attempt service of process and execution of writs. Attempts may be made on nights or weekends. After a writ is executed the sheriff shall enter it into the FCIC system within three (3) business days.

   d. Within seven (7) calendar days of successful service of process, the sheriff shall provide the Department or its designee, and the Clerk of Court the sheriff’s return indicating service has been perfected and the address.

   e. The sheriff’s return of service should include:
      1) The names of the respondent, the petitioner, and the Child Support Enforcement number.
      2) How the process was served, i.e.: personal or substitute service. If substitute service, the relationship of the substitute to the person served or that the substitute resides in the person’s normal place of abode.
      3) A list of all papers served on the party.
      4) Date and time of service of process attempts.
      5) The reason(s) that service was unsuccessful.
      6) Complete addresses where service of process was attempted if service is unsuccessful.

   f. Within seven (7) calendar days of the final attempt when service of process is unsuccessful, the sheriff shall provide the Department (or its designee) and the Clerk of Court the sheriff’s return indicating service has not been perfected. The return should state the reason(s) for nonservice for each address attempted.

   g. If the location information on the request for service of process or writ of execution provided by the Department is incorrect, the Sheriff shall exercise due diligence in locating and serving or arresting the person.
h. Since the respondent is required to carry the purge payment receipt for 30 days, the sheriff should establish, audit, and monitor a procedure that will ensure removal, within thirty (30) calendar days, of all completed or rescinded writs from the Florida Crime Information Center (FCIC) telecommunications system in accordance with section 61.11(2)(e), F.S.

i. The contractor shall retain the prevailing local match rate when the person served pays court ordered costs for service of process or writ execution. The remaining match rate reduces the total bill to the Department for the month in which the person made the payment. The invoice must show the names of all persons who made payments.

2. Method of Payment
   a. Only one request for payment may be submitted for each request from the Department for service of process or writ execution. The forms in Attachment A, Exhibits 1-2, must be used to send the monthly request for payment to the Department. The forms must be submitted to the Department by email as a Microsoft Excel attachment. Each monthly invoice must include an authorized signature certifying that service of process or writ of bodily attachment has been attempted and/or executed. The forms will be supplied to the appropriate Board or Sheriff’s Office in Microsoft Excel format, and after completion each month are to be submitted to:

      E-mail: sheriff_invoices@floridarevenue.com and a copy of the invoice will be emailed to the Department’s Contract Manager at Kim.Clark@floridarevenue.com.

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

   c. The contractor will be reimbursed for service of process for judicial and administrative actions at the prevailing rate of Federal Financial Participation in Title IV-D child support cases, 66% of the $20.00 fee ($13.20) for each service of process and 66% of the $70.00 fee ($46.20) for a writ of bodily attachment. These reimbursement amounts are the only allowable costs for reimbursement for service of process and writs of bodily attachment.

3. Services to be Performed by the Department
   a. The Department of Revenue shall ensure that all papers to be served and writs to be executed are clearly identified as Title IV-D child support enforcement cases.

   b. The Department shall provide to the sheriff the best-known address(es) where the person may be served, or the writ executed.

   c. The Department shall provide the sheriff with Child Support Enforcement numbers (CSE #s) and names of the parties for the sheriff to enter on the Substantiating Report to Invoice form (Attachment A Exhibit 2).

   d. The Department shall provide photographic images, if available, for service of process and execution of writs as authorized by section 322.142, Florida Statutes. Any re-disclosure, distribution, or copying of the photographic images and related information is prohibited.

D. Additional Terms and Conditions

1. Area of Service
   The sheriff shall provide the services required by this contract throughout the county named on page one.

2. Modification of contract due to a change in Federal Financial Participation
   If the rate of Federal Financial Participation changes during the term of this contract, the parties agree that reimbursement by the Department will be made at the new prevailing rate. The Department shall provide written notice of any change in the rate of Federal Financial Participation and the effective date.

3. Modification of Contract due to Statutory Fee Changes
   If the statutory fees for service of process fee and/or execution of writs of bodily attachment change during the term of the contract, the Department shall reimburse the prevailing rate of Federal Financial Participation based upon the new statutory fee(s). Changes are effective as of the effective date of the law.

4. Upon completion of service or writ activities, the photographic image(s) must be destroyed.
# Gadsden County BOCC

## Sheriff Service of Process (SOP)

**Address line 1**

**Address line 2**

**Contact Person:**

**Phone #:**

**E-mail:**

**Date of Invoice:** MM/DD/YYYY

**Invoice Month/Yr.:**

**Sheriff Invoice #:** (If any indicate)

**Bill To:** Florida Department of Revenue/Child Support Enforcement

**Contract Management Invoice Section**

**Email Group:** sheriff_invoices@dor.state.fl.us

## Comments

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**Invoice Total:** $0.00

---

I certify the information above is true and correct

*(Typed electronic signature is acceptable)*

Signature: ____________________________ Date: __________

To: FDOR Operational Accounting:

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

Amount approved: ____________________________

Date Approved: ____________________________

FDOR-CSE Approval Certification Signature:
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**Sheriff Service of Process & Writs**  
**Substantiating Report to Invoice**  
**Gadsden County Sheriff Office**  
**Contract Number: CSU20**

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</table>

**Child Support Enforcement Case Number (required)**  
**Activity Number**  
**Last Name**  
**First Name**  
**Middle Initial**  
**Last Name**  
**First Name**  
**Middle Initial**  
**Services of Process**  
**Writs**  
**Document type**

- Administrative Proceeding Packet
- Order to Appear for Genetic Testing
ATTACHMENT C (1)

Required Certifications – Non-Attorney

I, _______________________________ as an authorized representative of the contractor certify that:

1. Statement of No Involvement

Neither I nor any person having interest in this firm has been awarded a contract by the Department of Revenue on a noncompetitive basis to:
   a. develop this solicitation packet;
   b. perform a feasibility study concerning the scope of work contained in this offer; or
   c. develop a program similar to what is contained in this offer.

2. Agreement to the Contract Terms and Conditions

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

3. Contract Cancellation or Failure to have Contract Renewed

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

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

4. Child Support Obligations

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

5. Compliance with State and Federal Tax Laws

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

By: ___________________________________________ Date: __________________________
ATTACHMENT E

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

As provided by 45 CFR 75.215, recipients of Federal awards are subject to the restrictions on lobbying as set forth in 45 CFR Part 93, Appendix A the undersigned certifies, to the best of his or her knowledge and belief:

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

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

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

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

By:_______________________________ Date:________________________