



The Florida Legislature

OFFICE OF PROGRAM POLICY ANALYSIS AND GOVERNMENT ACCOUNTABILITY



Kara Collins-Gomez, Coordinator

**Office of Program Policy Analysis and Government Accountability (OPPAGA)
(6)(b) Contract for Consulting Services-Invitation to Negotiate
Hernando County Discretionary Sales Surtax Performance Audit
Contract No. OP2510**

***PROPOSALS SHOULD BE SUBMITTED AS SOON AS POSSIBLE
OPPAGA anticipates making a recommendation on or before May 19, 2026***

OPPAGA is seeking proposals from experienced consultants to conduct a performance audit of the program associated with the **Hernando County** proposed discretionary sales surtax in accordance with s. 212.055(11), *Florida Statutes*. The audit must be conducted by a CPA licensed pursuant to Chapter 473, *Florida Statutes*.

Qualifications:

In addition to demonstrating that the audit will be conducted by a Florida CPA, proposals must show performance auditing experience, illustrate an understanding of performance audit methodology, propose a team with subject matter and audit expertise, and assign appropriate team members for each task. For complete information regarding the details of this procurement, please review the attached documents in their entirety.

Submittal Information:

Submitted responses must be provided electronically to oppagaprocurement@oppaga.fl.gov

Award Process:

OPPAGA will negotiate with vendors as proposals are received and will recommend contracting with the vendor it comes to final terms with first. OPPAGA's recommendation will be subject to final approval by designees of the Florida Legislature.

Notice of Intent:

Consultants intending to submit a proposal for this procurement are requested to submit a notice of intent to oppagaprocurement@oppaga.fl.gov indicating the date the proposal will be submitted.

Questions:

Please direct all questions to Janet Tashner, General Counsel, (850) 717-0526.

Contract for Consulting Services Reply Documents

Contract No. OP2510:

Hernando County Discretionary Sales Surtax Performance Audit

Refer to Schedule A and B of Contract OP2510 for Scope of Work and Deliverables

Please provide the following information in your reply:

I. Information Cover Sheet

A completed and signed Respondent's Information Coversheet (**Appendix A**). This document must be signed by an individual responsible for the organization's response and authorized to negotiate for the organization during the negotiation process, including binding signature authority.

II. Warranties Certifications (Appendix B)

III. Non-Collusion Statement (Appendix C)

IV. Disclosure Information (Appendix D)

V. Conflicts Statement (Appendix E)

The Consultant must complete Appendix E listing any and all personal or contractual relationships that exist or have existed within the last **three (3) years**, between the Consultant, subcontractors and their predecessor organization, with **Hernando County** in the **state of Florida**. The form must be signed by an individual authorized to legally bind the Consultant.

Not every prior or existing contractual relationship will constitute a conflict, but the Consultant must include sufficient description of the personal or contractual relationship(s) to enable the Legislature to determine whether a conflict exists. OPPAGA, in its sole discretion, will make the final determination regarding the existence of a conflict of interest.

VI. Corporate Capabilities

This portion of the Reply should describe the Consultant's organizational experience with similar projects and demonstrate its understanding of the nature of analysis required for this project by providing the information detailed below. This section describes information requested about the Consultant's firm experience. (Consultant's individual team members' experience is addressed in Section VII.)

This portion of the Reply must include the items below.

- A description of the **current and past experience** the Consultant has that is comparable to the effort required in this project.

- A description of the Consultant organization's **internal product quality assurance system** and the name, title and contact information for their quality assurance manager who can provide additional information.
- **Business references (Appendix F)** for three (3) engagements undertaken by the Consultant organization within the past five (5) years that were *performance audits* of comparable size and complexity to the requirements of this project. For each business reference listed, the Consultant should identify the nature of the services provided, and the **name, title, mailing address, email address, and telephone number** of persons OPPAGA may contact to verify organizational experience. Consultants shall complete the References Form in **Appendix F** to this Request to provide the contact information for its references. **Do not list OPPAGA as a reference.**

VII. Project Staffing and Organization

In this portion of the Reply, the Consultant must describe the qualifications of all individuals who will be assigned to the project. The Reply must include each individual's **experience and knowledge** to perform the Schedule A, Research Tasks and Subtasks (Research Tasks and Subtasks) they will be assigned related to the Scope of Work and Deliverables.

Required attributes of team members include: *Project Manager must be a CPA*

This portion of the Reply must include the items below.

- An **organizational chart** for this project that covers the personnel assigned, including identification of subcontractors.
- The total number of **project hours** broken out by each individual assigned to the project. The hours devoted to the project must ensure that the Consultant's proposed methodology to produce each deliverable can be successfully implemented in a timely manner.
- Identification of the individual assigned as day-to-day **project manager** and a description of that individual's prior project leadership experience including any recent, significant experience similar to the scope and complexity of this project.
- Each team member's specific **role** on the project and the Research Tasks and Subtasks they will perform, Research Tasks and Subtasks they will be primarily responsible for, and their specific **related experience** in projects similar to this project.

Once individual team members are identified and accepted by OPPAGA, no changes to the staff, roles, or hours will be permitted without prior approval from OPPAGA.

VIII. Proposed Methodology

The proposed methodology section of the Reply is critical to demonstrating the Consultant's knowledge, experience, and understanding of the Scope of Services

requested. In this portion of the Reply, the Consultant must provide a detailed description of the proposed methodologies that will be employed to gather information and conduct the necessary analyses for this review. The Consultant's Reply must state that it will provide all services outlined and meet all requirements provided in Scope of Services of this Solicitation.

This portion of the Reply also must include the information below.

- The specific **methods**, such as surveys, interviews, focus groups, cost-benefit analyses, that will be used.
- The **primary data** that will be evaluated and the sources of the data.
- The methods that will be used to ensure the **completeness, accuracy, and reliability** of the data analyzed in the project.
- Any external and internal **benchmarks/standards** that will be used.
- Any **statistical analyses** and analytical tools, such as Excel, SPSS and SAS, that will be used.
- The methods that will be used to receive and incorporate **feedback** regarding the information in project deliverables, including statements, exhibits, conclusions, and findings.

IX. Financial Reply (Appendix G)

In this portion of the Reply, the Consultant must provide the total cost of the project. The cost submitted must be fixed and all-inclusive for meeting the requirements of this project and completing all services described in the Consultant's Reply. The Florida Legislature will not pay for travel costs.

The Consultant must utilize the Financial Reply included in Appendix G. The Consultant must complete each field of the Financial Reply, Appendix G. (The Consultant may use electronic means to complete the form.)

X. Certification of Minimum Requirements (Appendix H)

XI. Documentation of Qualifications (Appendix I)

In this portion of the Reply, the Consultant must provide documentation that the individual identified as the project manager for the project is a certified public accountant licensed pursuant to Chapter 473, *Florida Statutes*.

**Appendix A
Information Cover Sheet**

**OFFICE OF PROGRAM POLICY ANALYSIS AND GOVERNMENT ACCOUNTABILITY
State of Florida Legislature**

*Hernando County Discretionary Sales Surtax Performance Audit
OP2510*

Company (Consultant) Name:

Company Type (Corporation, LLC, etc.):

Principal Address:

City: State: Zip Code:

FEID No.: Website URL:

Project Manager:

Contract Manager Address:

City: State: Zip Code:

Email Address: Telephone No.:

Contract Manager:

Contract Manager Address:

City: State: Zip Code:

Email Address: Telephone No.:

Legal Notice Contact Name:

Address:

City: State: Zip Code:

Email Address: Telephone No.:

**CONSULTANT AGREES TO THE TERMS OF CONTRACT OP2510 THROUGH
SUBMISSION OF THIS PROPOSAL AND SIGNATURE BELOW**

Authorized Representative: _____
(Name of Owner or Authorized Corporate Officer/Title)

Signature: _____
(Owner or Authorized Corporate Officer)

Appendix B
Warranties Certifications

- The Consultant is registered to do business in the State of Florida with the Florida Department of State, Division of Corporations.
- The Consultant or any other organization associated with the Reply is not currently under suspension or debarment by the State or any other governmental authority.
- To the best knowledge of the person signing the Reply, the Consultant, its affiliates, its subsidiaries, its directors, its officers, or employees of any other organization associated with this Reply are not currently under investigation by any governmental authority and have not in the last ten years been convicted or found liable for any act prohibited by law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract.
- To the best knowledge of the person signing the Reply, the Consultant, its affiliates, its subsidiaries, its directors, its officers or employees of any other organization associated with this Reply have no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- To the best knowledge of the person signing the Reply, the Consultant, its affiliates, its subsidiaries, its directors, its officers or employees of any other organization associated with this Reply have not within the preceding three years been convicted of or had a civil judgment rendered against them or is presently under indictment for or otherwise criminally or civilly charged for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a federal, state, or local government transaction or public contract; 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.
- To the best knowledge of the person signing the Reply, the Consultant, its affiliates, its subsidiaries, its directors, its officers or employees of any other organization associated with this Reply have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

Name of Consultant _____

Signature _____

Printed or Typed Name _____

Appendix C
Non-Collusion Statement

I certify that this Reply is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Reply for the same services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Reply and certify that I am authorized to sign this document for the organization and that the organization is in compliance with all requirements of this Reply including, but not limited to, certification requirements.

Organization: _____

Signature: _____

(Authorized Officer)

Name: _____

(Printed or typed name)

Appendix D
Disclosure Information

Upon reasonable inquiry, the organization discloses, on the lines below:

That the following identified owner, officer, director, employee, agent or lobbyist who is/was a current or former member, officer or employee of the Florida Legislature or any of its units and was, is, or will be significantly involved in preparing or approving the services in this proposed contract, representing the interests of the organization regarding this proposed contract, or doing the work covered under this proposed contract.

Name: _____ Title: _____

Name: _____ Title: _____

That the following identified current or former member or employee of the Florida Legislature owns, directly or indirectly, an interest of five percent (5%) or more of the total assets or capital stock in the company.

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

If none, check here _____

Name of Consultant: _____

Name of Corporate Office: _____

Signature of Corporate Officer: _____

Title or Position: _____

Telephone: _____ Date: _____

**Appendix E
Conflicts Information**

List all personal or contractual relationships that exist or have existed within the last three (3) years, between the Consultant, subcontractors, and their predecessor organizations, with **Hernando County** in the **State of Florida**:

If none, check here _____

Name of Consultant: _____

Name of Corporate Office: _____

Signature of Corporate Officer: _____

Title or Position: _____

Telephone: _____ Date: _____

**Appendix F
References**

Do not list OPPAGA as a reference

Client 1: _____

Contact Person and Title: _____

Mailing Address: _____

Phone Number: _____

Email Address: _____

Type and Duration of Service: _____

Dates of Services: _____

Client 2: _____

Contact Person and Title: _____

Mailing Address: _____

Phone Number: _____

Email Address: _____

Type and Duration of Service: _____

Dates of Services: _____

Client 3: _____

Contact Person and Title: _____

Mailing Address: _____

Phone Number: _____

Email Address: _____

Type and Duration of Service: _____

Dates of Services: _____

**Appendix G
Financial Reply**

For all individuals that will perform work, provide below, the name of the individual, job title, role on the project, assigned tasks and subtasks, and estimated hours devoted to the project.

Name	Job Title	Project Role	Tasks & Subtasks	Hours
TOTAL HOURS				

TOTAL PROJECT COST (EXCLUDING OPTIONAL BRIEFINGS AND PRESENTATIONS)

DELIVERABLE	DESCRIPTION	FIXED COST %	INVOICE AMOUNT
Deliverable #4	Report Outline	25%	
Deliverable #5	Draft Report	25%	
Deliverable #6	Final Report	50%	
DELIVERABLE-BASED FIXED COST			

OPTIONAL DELIVERABLES

OPTIONAL BRIEFINGS-DELIVERABLE #7a	
Cost per briefing	\$
TOTAL NOT TO EXCEED COST (4 Briefings) \$	
OPTIONAL PRESENTATIONS-DELIVERABLE #7b	
Cost per presentation	\$
TOTAL NOT TO EXCEED COST (2 Presentations) \$	
TOTAL NOT TO EXCEED COST OF ALL OPTIONAL DELIVERABLES \$	
MAXIMUM TOTAL \$	

**Appendix H
Certification of Minimum Requirements**

The Consultant must complete the certification by putting an "X" in the appropriate box.

Minimum Requirements	Yes	No
Licensed Florida CPA as Project Manager		
Consultant asserts that it shall complete each task and subtask outlined in Schedule A, Scope of Work		
Consultant asserts that it shall meet the requirements and deadlines for each deliverable as identified in Schedule B.		

I hereby certify that the entity meets the Minimum Requirements as stated above.

By: _____

Date: _____

Appendix I
Documentation of Qualifications

Contract for Consulting Services

Hernando County Discretionary Sales Surtax Performance Audit

Contract Number OP2510

This Contract is between the Florida Legislature (Legislature) on behalf of the Office of Program Policy Analysis and Government Accountability (OPPAGA) and <Company Name>, a <state registered> <business type: corporation, partnership, LLC, etc.> registered to do business in Florida, with a principal address of <address of Consultant> (Consultant) (collectively, the “Parties”). An OPPAGA designee shall act as the Legislature’s Contract Manager (LCM).

The purpose of this Contract is to acquire the services of an independent consulting firm to fulfill the requirements of **s. 212.055(11), Florida Statutes**. The Legislature requires a Consultant to <conduct a performance audit of the programs associated with the Hernando County discretionary sales surtax referendum, more fully described in the attached Scope of Work, Schedule A, and Deliverables, Schedule B.

1. Contract Documents

This Contract between the Legislature and the Consultant is comprised of this document and the following documents that are integrated into and made part hereof. If there is a specific, direct, and irreconcilable conflict between any two or more provisions contained in this document and the component Schedules and Appendices, the conflicting provisions will be given the following precedence:

1. Contract for Consulting Services and attachments, including
 - i. Appendix I: Florida Legislature Payment Policy, Joint Policies and Procedures of the Presiding Officers
 - ii. Schedule A: Scope of Work
 - iii. Schedule B: Deliverables
2. Consultant(s) submitted quote and proposal dated <date of Consultant’s quote>

2. Consultant Services and Deliverables

The Consultant Services include the services described in Schedule A and deliverables described in Schedule B. The Consultant agrees that the designated members of its proposed team shall continue to be the members on this project team for the duration of this Contract, unless the Consultant requests, and the LCM approves a substitution of another team member to this Contract in writing. The Consultant will designate a Project Manager to act as the project team lead to coordinate with the LCM. The Project Manager for this Contract is <name, title, address, email, phone>.

3. Term

The Contract shall become effective upon execution and shall continue in effect until **July 1, 2027**, unless terminated, amended, or extended before that date according to the provisions herein.

4. Consideration

In consideration of the performance of the services described in this Contract, the Legislature agrees to pay and the Consultant agrees to accept a deliverable-based fixed total payment of < \$X > representing the Fixed Cost, except as otherwise provided herein, in full settlement for the work of **Deliverables 1-6** described in this Contract. This sum shall be payable upon receipt and approval of deliverables, as described in Schedule B and the schedule below. *The payment schedule below supersedes any payment terms contained in the attachments to this Contract.*

In consideration of the performance of the optional deliverable services performed in this Contract, the Legislature agrees to pay, and the Consultant agrees to accept a fixed total payment as described in Schedule B and the schedule below. OPPAGA will notify the Consultant in writing whether and how many optional **Deliverable 7a** and **7b** appearances will be required. Once the optional deliverables are approved in writing and the Consultant has satisfactorily performed the deliverable, the Consultant will submit an invoice for payment in addition to the deliverable-based fixed cost described above, in accordance with the schedule below, not to exceed \$X, in additional costs.

PAID DELIVERABLES	DESCRIPTION	DUE DATE	INVOICE AMOUNT
Deliverable #4	Report Outline	July 14, 2026	
Deliverable #5	Draft Report	August 4, 2026	
Deliverable #6	Final Report	August 18, 2026	
Deliverable-based Fixed Cost			
Optional Deliverable #7a	Legislative Briefings: Maximum of 4 calls	Prior to July 1, 2027	<\$x each > <no more than \$x total for four>
Optional Deliverable #7b	Legislative Testimony: Maximum of 2 appearances	Prior to July 1, 2027	<\$x each> <no more than \$x total for two>
Total Not to Exceed Cost of All Optional Deliverables			
Maximum Total			

5. Time is of the Essence

The Parties agree that time is of the essence in the completion and performance of the Consultant's duties and obligations hereunder. The Consultant must notify the LCM within 48 hours if an entity refuses to provide requested information or is otherwise nonresponsive to the Consultant's information requests.

6. Termination for Convenience

The Legislature may terminate the Contract, in whole or in part, upon written notice to the Consultant. The Legislature shall reimburse the Consultant for fees and costs actually incurred for authorized services satisfactorily performed prior to the notice of termination.

7. Termination for Cause and Remedies of the Legislature

Any one or more of the following events shall constitute an Event of Default on the part of the Consultant.

- a. Consultant fails to provide the Consultant Services as required under the Contract;
- b. Consultant discontinues the performance of the work required under the Contract;
- c. Consultant fails to promptly pay any and all taxes or assessments imposed by and legally due to any state or federal government;
- d. Consultant makes or has made a material misrepresentation or omission in any materials provided to the Legislature;
- e. Consultant commits any material breach of the Contract; or
- f. Consultant refuses to allow public access to all documents, papers, letters, or other material after a determination by OPPAGA that certain records are public record, pursuant to section 25 contained herein.

Upon the occurrence of an Event of Default on the part of the Consultant, the Legislature is entitled to one or more of the following remedies:

- a. Equitable Relief
- b. Monetary Damages (including any re-procurement costs)
- c. Termination of Contract

8. Choice of Law and Venue

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, Florida law shall apply and the Parties waive any right to jury trial.

9. Availability of Funds

The performance of the Contract shall be subject to and contingent upon the availability of funds lawfully appropriated by and to the Legislature and applicable for the purpose of the services specified.

10. Payment Terms

Payment will be made after receipt of a correct invoice from the Consultant and approval by the Legislature in accordance to Payment Policy of the Florida Legislature Joint Policies and Procedures of the Presiding Officers, attached hereto and incorporated herein as Appendix I. Invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices will not be presented for any Deliverable until the Consultant completes all terms of the Deliverable and receives the written approval of the Deliverable by the LCM. Acceptance of

Deliverables will be dependent upon the Consultant’s demonstration that the Consultant has incorporated the LCM’s comments and edits through resubmission of the Deliverable to the LCM and written approval of the Deliverable by the LCM. Deliverable resubmissions are due to the LCM within 48 hours of receiving the LCM’s comments and edits.

OPPAGA shall be billed upon completion and written acceptance by the LCM of the Deliverables below, as identified in Schedule B.

DELIVERABLE	PAYMENT AMOUNT
#4 Report Outline	25% fixed cost
#5 Draft Report	25% fixed cost
#6 Final Report	50% fixed cost

11. Florida Substitute Form W-9

A completed Substitute Form W-9 is required from Consultants doing business with the State of Florida. The Consultant must register as a vendor with the State of Florida, Department of Financial Services. The registration and requirements for registering and submitting electronically a Substitute Form W-9 are available at <http://flvendor.myfloridacfo.com>.

12. Project Timeline

DATE	DELIVERABLE
Beginning no later than June 9, 2026	#1 Project Commencement
June 16, 2026	#2 Work Plan
Beginning no later than June 23, 2026	#3 Biweekly Updates
July 14, 2026	#4 Report Outline
August 4, 2026	#5 Draft Report
August 18, 2026	#6 Final Report
Prior to July 1, 2027	#7a and 7b Optional Deliverables

13. Performance Guarantee

The Parties agree that time is of the essence in the performance of services in this Contract. Any delay in the performance of the Deliverables as contained in the Contract can have a negative impact on the activities and functions of the Legislature. The Consultant acknowledges that untimely performance will damage the Legislature but by their nature, such damages are impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining the amount of damages will be multiple and complex, and will be dependent on many and variant factors, proof of which would be burdensome and require lengthy and expensive litigation, which the Parties desire to avoid. Accordingly, the Parties agree that it is in the Parties’ best interest to agree upon a reasonable amount of damages that are not intended to be a penalty but are solely intended to compensate for unknown and unascertainable damages and serve as a guarantee of the performance by the Consultant. The LCM may waive the payment of any performance guarantee.

- If the Consultant fails to submit **any Deliverable** in accordance with the dates in paragraph 12, or submits a Deliverable deemed incomplete by the LCM, it shall pay **\$1,000** for every calendar day until the Deliverable is acknowledged as received by the LCM. Any Deliverable received after **6PM** Eastern Time on the Deliverable due date will be considered late unless an alternate Deliverable schedule was previously agreed upon in writing by the LCM and the Consultant.
- If the Consultant fails to submit a Deliverable resubmission within **48 hours** of receiving the LCM's comments and edits in accordance with paragraph 10, it shall pay **\$1,000** for every calendar day until the Deliverable is resubmitted unless an alternative Deliverable resubmission schedule was agreed upon in writing.

Notwithstanding anything to the contrary, the Consultant will not be assessed any performance guarantee to the extent any such delays in the above-noted Deliverables is due to the acts or omissions of the Legislature or Force Majeure, which includes natural disasters like hurricanes, floods, or other "acts of God," war, terrorism or threats of terrorism, civil disorder, labor strikes or disruptions, fire, disease or medical epidemics or outbreaks, curtailment of transportation facilities preventing or delaying travel, or other emergency beyond the Parties' control.

14. Insurance

The Consultant shall not commence any work in connection with this Contract until it has obtained all of the appropriate insurance coverage to adequately protect the Legislature from any and all liability and property damage hazards which may result from the performance of the Contract, including errors and omissions insurance for the willful or negligent acts or omissions of any officers, employees, or agents of the Consultant. Furthermore, all insurance shall be with qualified insurers duly licensed to transact business in this state. The Legislature shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Consultant providing such insurance. Upon request, the Consultant shall furnish the Legislature with an insurance certificate, demonstrating that all of the appropriate coverages are fully in effect.

15. Indemnification

The Parties agree that the Consultant shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend and hold harmless the Legislature and its officers, agents, and employees from suits, actions, damages and costs of every name and description, including attorney's 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, but only to the extent attributable to, the Consultant, its agents, employees, partners or subcontractors to the fullest extent allowed by Florida law.

16. Limitation of Liability

Neither the Legislature nor the Consultant is liable to each other for special, indirect, punitive, or consequential damages, 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 Legislature may, in addition to other remedies available to it at law or in equity and upon notice to

the Consultant, retain such monies from amounts due to the Consultant as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it. The Legislature may set off any liability or other obligation of the Consultant under any contract with the Legislature.

17. Subcontractors or Third-Party Contractors

This Contract was premised upon the evaluation and the reliance of the Florida Legislature on the Consultant, its proposed staffing and expertise for this Contract, including its subcontractors, through a competitive solicitation process. Therefore, this Contract, or any portion thereof, shall not be assigned or further subcontracted without the prior written approval of the LCM. However, no subcontract shall, under any circumstances, relieve the Consultant of its liability and obligation under this Contract, and despite any such subcontract, the Florida Legislature shall conduct its business through the Consultant, who shall retain the legal responsibility for performing the Consultant's obligations, including payments to its subcontractors.

18. Representations

Consultant understands that any misstatements or lack of candor by the Consultant about the qualifications or availability of it or its personnel constitutes a breach of the resulting Contract and may be grounds for immediate termination of the Consultant's services by the Legislature. The Consultant represents further that it has had the opportunity to seek counsel and is not under duress from the Legislature or any other person.

19. Taxes

The Legislature does not pay any state or federal taxes and all fees are exclusive of any taxes.

20. Waivers

The Legislature shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Legislature. No delay or omission on the part of the Legislature in exercising any rights or remedies shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any right or remedy on future occasions.

21. Prohibition Against Assignment

This Contract may not be assigned by the Consultant, in whole or in part, except by prior written authorization by the LCM.

22. Warranties

The Consultant warrants that all information furnished to the Legislature by the Consultant in connection with this Contract is to the best of the Consultant's knowledge and belief true, accurate, and complete, and does not omit any material facts, the omission of which would be misleading. The Consultant understands that any misstatements or lack of candor by the Consultant about the qualifications or availability of it or its personnel constitutes a breach of the Contract and may be grounds for immediate termination of the Consultant's services by the Legislature. The Consultant represents further that it is freely entering into this Contract of its own volition, has had

sufficient opportunity to seek and consult with counsel and is not under duress from the Legislature or any other person.

The Consultant warrants that its personnel are qualified and possesses the requisite skills, knowledge, and experience to provide the Services as stated in this Contract and the SOW. The Consultant shall ensure that its personnel devote such time and effort to the performance of the Services as may be necessary to satisfactorily complete the Services as authorized herein. The Consultant warrants that its performance of any other services during the term of the Contract will not interfere with the faithful and timely performance of this Contract, and the Consultant warrants that it shall not undertake any other obligation or restriction that would interfere with its duties under this Contract. The Consultant warrants that neither it nor its personnel have any conflict of interest as described in Sections 112.312(8) and 112.313(7), Florida Statutes.

The Consultant 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 the Consultant's ability to satisfy its Contract obligations. The Consultant warrants that neither it nor any affiliate is currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes, Suspended Vendor List maintained pursuant to Section 287.1351, F.S., Discriminatory Vendor List maintained pursuant to Section 287.134, F.S., or on any other similar list maintained by any state or the federal government. The Consultant shall immediately notify the Legislature in writing if its ability to perform is compromised in any manner during the term of the Contract. The Consultant warrants that it has the requisite power and authority to enter into and perform the Contract without the need to seek any further approvals or authorizations.

The Consultant warrants that the Services will be provided in a professional manner and in accordance with the standards generally observed in the industry for similar services and will be provided with reasonable skill and care. The Consultant warrants that it shall use reasonable endeavors to maintain continuity in its personnel engaged to provide the Services.

The Consultant will use all reasonable endeavors to ensure that the Services will be free from harmful programming, scripts, viruses, spyware, backdoors or other deleterious components. The Consultant warrants that it possesses or has obtained (or will obtain at the Consultant's expense) all necessary rights and licenses to provide the Services in accordance with the Contract and to convey to the Legislature any ownership rights, usage rights, and licenses, as applicable, free from any claims of infringement, misappropriation, or violation of another party's intellectual or industrial property rights.

The Consultant and its personnel shall work with and cooperate with the Legislature's Contract Manager, personnel, and/or Consultants where required and shall provide the Services in accordance with the reasonable direction provided by the Legislature in order to minimize disruption to the Legislature's operations. The Consultant and its personnel will obey all pertinent rules and regulations communicated to it by the Legislature.

23. Notices

All legal or other notices and other communications required or permitted to be given under this Contract, other than routine operational communications must be in writing and must be hand delivered, or mailed via U.S. mail or express overnight courier with a reliable system for tracking delivery, or sent via confirmed facsimile or electronic mail, addressed to the respective Parties as follows:

To Legislature: OPPAGA, Coordinator
P.O. Box 1475
Tallahassee, FL 32399-1475

OPPAGA Contract Manager, **OP2510**
P.O. Box 1475
Tallahassee, FL 32399-1475

OPPAGA, General Counsel
P.O. Box 1475
Tallahassee, FL 32399-1475

To Consultant: <Legal Notices Designee for Consultant>
< Address>
< Email>

The effective date of any notice under this Contract shall be the date of delivery or refusal of such notice, and not the date of mailing.

24. Contract Manager

The Contract Manager on behalf of the Legislature is **Alex Regalado, regalado.alex@oppaga.fl.gov**, 111 W. Madison Street, Suite 312, P.O. Box 1475 Tallahassee, FL 32399-1475. The Contract Manager on behalf of the Consultant is <Consultant name, title, and mailing address and email address>. All written and verbal approvals referenced in the Contract must be obtained from the Parties' contract managers or their designees, and all notices must be given to the Parties' contract manager.

25. Working Papers and Public Records

All records made or received by the Consultant as working papers, including drafts, or final products in conjunction with this Contract shall become the property of the Florida Legislature, OPPAGA. The Consultant is expressly prohibited from sourcing material from these records for any purpose other than as directed or approved by the LCM. The Consultant will destroy confidential or sensitive project information no later than 3 years after the project completion unless otherwise required in writing by the LCM. Upon the destruction of working papers, the Consultant will provide notice to OPPAGA of the destruction date and a list of all working papers destroyed.

Other records may be public records available for inspection by the public in accordance with the provisions of s. 24, Article I of the Florida Constitution, and s. 11.0431, *Florida Statutes*. Pursuant to s. 11.51(4), *Florida Statutes*, OPPAGA work papers are exempt from s. 24(a), Article I of the Florida Constitution. If the Consultant receives a request for public records, the Consultant shall immediately notify the LCM of the request and shall coordinate the response with the LCM. In order to assure that records subject to any exemption are not disclosed, the Consultant shall not allow any inspection of or otherwise disclose any information found in said documents or records unless and until so directed by the LCM. The provisions of s. 11.0431, *Florida Statutes*, Ch. 119, *Florida Statutes*, and other applicable state and federal laws will govern disclosure of any confidential or exempt information.

26. Confidential Information Requests

Consultant agrees to take all appropriate, administrative, physical, and technical safeguards to protect all data accessed, processed, stored, or transmitted in connection with the services provided under this Contract as defined by applicable data protection laws. The Consultant will use the data provided to it only for the purposes of performing its obligations under this Contract. The Consultant will not publish, transmit, release, or disclose this information to any other person without the LCM's prior written consent.

The Consultant may also obtain access to confidential or exempt information pursuant to the services provided under this Contract, including, but not limited to, protected health information (PHI). Except as necessary to fulfill the terms of this Contract and with the permission of the LCM, the Consultant shall not divulge to any third parties, regardless of affiliation with the Consultant, any confidential or exempt information obtained by the Consultant or its agents, employees, partners, or subcontractors in the course of performing the services pursuant to this Contract, including, but not limited to, PHI, or any other information considered confidential and/or exempt under the provisions of s. 11.0431, *Florida Statutes* or Ch. 119, *Florida Statutes*.

The Consultant agrees to abide by all applicable security procedures and policies of OPPAGA that are communicated to it by the LCM. The Consultant, including any of its agents, employees, partners, or subcontractors, 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 on any personal or Consultant-supplied computer or peripheral device with the capacity to hold information, except upon written consent of the LCM. At all times, the Consultant shall abide by State and Federal laws concerning the storage of PHI and personal identifying information. Failure to strictly comply with this provision shall constitute a breach of contract.

The Consultant acknowledges and agrees to contractually bind its agents, employees, partners, or subcontractors to comply with the same confidentiality requirements to which the Consultant is bound under this Contract. Accordingly, if the Consultant's agents, employees, partners, or subcontractors, providing services under the terms of this Contract have access, in whatever form or function, to confidential data, the Consultant will ensure that any such individuals sign a confidentiality agreement, prior to any such activity or access. This agreement must contain provisions regarding nondisclosure of confidential data. The Consultant may only disclose confidential data to its agents, employees, partners, or subcontractors who have a need to know

this information in order to perform their duties under this Contract and only to the extent that it is necessary.

Regardless of the form of any formal agreement that the Consultant has signed with its agents, employees, partners, or subcontractors, the Consultant will retain liability for all breaches of this Contract and for negligent acts or omissions and/or unauthorized use or disclosure of the confidential data by its agents, employees, partners, or subcontractors.

Consultant agrees to indemnify, defend, and hold harmless OPPAGA and the Florida Legislature against all claims, damages, liabilities, costs, and expenses arising out of or related to any data breach, unauthorized access, or disclosure of confidential information resulting from the Consultant's acts, omissions, negligence, or failure to comply with applicable data protection laws or contractual obligations. This obligation shall survive the termination or expiration of this Contract.

27. Security Breaches/Inappropriate Data Access

The Consultant shall notify the LCM in writing of any disclosure of unsecured confidential information obtained by the Consultant, its agents, employees, partners, or subcontractors which is not in compliance with the terms of the Contract (of which the Consultant becomes aware). The Consultant also shall report to the LCM any Security Incidents of which it becomes aware, including those incidents reported to the Consultant by its agents, employees, partners, or subcontractors, or any other individuals to whom the Consultant exposes confidential information obtained under this Contract.

For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of the data provided to the Consultant pursuant to the services rendered under this Contract in the Consultant's possession; however, random attempts at access shall not be considered a Security Incident. Any Security Incident shall be immediately reported to the LCM upon knowledge by the Consultant (no less than four hours from the discovery of the Security Incident) and may result in termination of this Contract. The Consultant'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 the Consultant has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the Consultant has taken or shall take to prevent future similar unauthorized use or disclosure. In the event of any impermissible disclosure, loss, or destruction of the data provided to the Consultant under this Contract, the Consultant shall take all reasonable steps to mitigate any potential harm or further disclosure, loss, or destruction of such information.

In the event of a breach of security concerning confidential personal information involved with this Contract, the Consultant shall comply with s. 501.171, *Florida Statutes*. When notification to affected persons is required under this section of the statute, the Consultant shall provide that notification, but only after receipt of the LCM's approval of the contents of the notice. Defined statutorily, and for purposes of this Contract, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal information. Good faith access

of personal information by an employee or agent of the Consultant does not constitute a breach of security, provided that the information is not used for a purpose unrelated to the Consultant's obligations under this Contract or is not subject to further unauthorized use.

28. Other Conditions

Consultant shall not publish, release, or present to any third party any information, findings, or recommendations concerning work done or information gained under this Contract without approval by the Florida Legislature through its Contract Managers. All contacts by media concerning work done or information gained under this Contract shall be referred to the LCM for response.

29. Entire Contract

This Contract constitutes the entire understanding of the Parties and supersedes any prior contracts, written or oral, related to the same subject matter. This Contract cannot be changed except in writing by the signature of both Parties. However, reasonable changes to the deliverables due dates may occur upon written request and justification by the Consultant and written approval by the LCM or the LCM's delegate.

30. Execution in Counterparts

The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same contract. Delivery of an executed counterpart of a signature page to the Contract by e-mail, facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart.

Executed at Tallahassee, Florida, on the dates shown below.

The Florida Legislature:

The Florida Senate:

By: _____

Ben Albritton, President

Date: _____

The Florida House of Representatives:

By: _____

Daniel Perez, Speaker

Date: _____

Consultant:

By: _____

(Print Name)

Title: _____

(Print title)

Date: _____

DRAFT

APPENDIX I

Payment Policy of the Florida Legislature Joint Policies and Procedures of the Presiding Officers

3.5 INVOICE PROCESSING PROCEDURE

The Finance & Accounting Office will perform the following actions on each invoice:

- (1) Audit each invoice, including any duplicate invoices, for compliance with the contractual agreement or purchase order and mathematical accuracy, and determine if the payment is properly authorized or not previously paid;
- (2) Record information into the State's accounting system; and
- (3) Maintain voucher files with supporting documentation, files of unpaid purchase orders, and other files as necessary to maintain adequate accounting control and documentation.

3.5.1 INVOICE PROCESSING TIME LIMITS

- (1) A voucher authorizing payment of an invoice submitted to a unit of the Legislature will be filed with the Department of Financial Services (DFS) no later than 20 days after receipt of the invoice and receipt, inspection, and approval of the goods or services, except that, in the case of a bona fide dispute, the voucher will contain a statement of the dispute and authorize payment only in the amount not disputed. Approval and inspection of goods or services will take no longer than five working days unless the bid specifications, purchase order, or contract specifies otherwise. If a voucher filed within the 20-day period is returned by DFS because of an error, it will nevertheless be deemed timely filed. For the purposes of determining the receipt of invoice date, the Legislature is deemed to receive an invoice on the date on which a proper invoice is first received in the Finance & Accounting Office. The Legislature is deemed to receive an invoice on the date the invoice was postmarked if the Finance & Accounting Office failed to annotate the invoice with the date of receipt at the time it actually received the invoice.
- (2) The Finance & Accounting Office will keep a record of the date of receipt of the invoice; dates of receipt, inspection, and approval of the goods or services; date of the voucher; and date of issuance of the warrant in payment thereof.
- (3) The Legislature may make partial payments to a contractor upon partial delivery of goods or services or upon partial completion of construction when a request for such partial payment is made by the contractor and approved by the legislative unit. Provisions of this section will apply to partial payments in the same manner as they apply to full payments.
- (4) Travel and other reimbursements to state officers and employees will be the same as payments to vendors pursuant to this section.