

ALTERNATE CONTRACT SOURCE Number 90121702-17-ACS

Language Interpretation, Translation, and Ancillary Services

State of Texas Contract Number DIR-TSO-2549

This Alternate Contract Source (ACS) is made and entered into as of the last date signed below by the State, Department of Management Services (Department) and Language Line Solutions, One Lower Ragsdale Drive, Bldg. 2, Monterey, California 93940 (Contractor).

1. Authority

1.1 The Department is authorized by subsection 287.042(16), Florida Statutes, "to evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost-effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract."

1.2 The State of Texas acting by and through the State of Texas Department of Information Resources (Texas) competitively procured language interpretation, translation, and ancillary services, and signed Contract number DIR-TSO-2549 with the Contractor. The Contract commenced on May 16, 2014, and is attached hereto as Exhibit A (Authorized Contract). The Authorized Contract was renewed through May 15, 2017 with amended terms and conditions. One additional one-year term through May 15, 2018 remains. The Department evaluated the Authorized Contract, and hereby acknowledges that use of the Authorized Contract is cost-effective and in the best interest of the State.

1.3 The Department therefore enters into this ACS with the Contractor. The Parties agree as follows:

2. Definitions

2.1 ACS – the agreement between the Department and the Contractor, consisting of this document and documents listed below, by which the Contractor agrees to provide language interpretation, translation, and ancillary services to Customers under the terms and conditions contained in this document and the following attached Exhibits:

2.1.1 Exhibit A: The Authorized Contract, as incorporated under section 5.

2.1.2 Exhibit B: State of Florida Price Sheet

2.1.3 Exhibit C: Contract Quarterly Report

2.1.4 Exhibit D: Service Level Agreement

2.2 Agency – an entity within the executive branch of State government, as described in subsection 287.012(1), Florida Statutes.

2.3 Authorized Contract – the contract between Texas and the Contractor, Contract number DIR-TSO-2549 as amended, with attachments.

Texas contract provisions relating to choice of law, venue, and jurisdiction will not apply, and the laws of the State of Florida will apply, as more specifically set forth herein.

Where Texas laws and regulations are cited, references shall be replaced with the correlated Florida state laws and regulations where the intent of the Parties will be maintained. When comparable Florida laws do not exist, the referenced Texas laws and regulations will not apply.

If a Texas contract provision incorporated into this ACS under Section 5 conflicts with a Florida contract provision included in this ACS, the Florida provision will control.

2.4 Services -- This ACS shall include, but not be limited to the following: foreign language interpretation, translation, training, and testing services.

2.5 Customer – an Agency or other eligible user that purchases services under this ACS.

2.6 State – the State of Florida.

2.7 Parties – the Department and the Contractor.

3. Purpose and Scope of Use

3.1 The Purpose of this ACS is to acquire Services for use by a Customer.

3.2 A Customer may purchase Services under this ACS pursuant to the terms and conditions of the Authorized Contract, as modified and supplemented herein.

4. Term and Renewal

4.1 Term: This ACS will be effective on December 1, 2016, and will have a term that is coterminous with the Authorized Contract, currently effective through May 15, 2017, unless terminated earlier.

4.2 Renewal: Upon agreement of the Parties, this ACS may be renewed under the same terms and conditions for up to one additional one-year term. Renewals must be in writing and are subject to the same terms and conditions set forth in this ACS.

5. Authorized Contract Terms Expressly Incorporated into the ACS

5.1 The terms in Section 5.2 and 5.3 of this ACS constitute the only terms of the Authorized Contract that are incorporated into the ACS. No other terms, conditions, pricing, or statement in the Authorized Contract shall apply either expressly or implicitly to the ACS. All modifications to the Authorized Contract will be automatically incorporated into the ACS.

5.2 DIR Contract No. DIR-TSO-2549 terms

1A Introduction: Parties

1B Introduction: Compliance with Procurement Laws

2 Term of Contract

5.3 Appendix A terms of DIR Contract No. DIR-TSO-2549

4E Confidentiality

9I Security of Premises, Equipment, Data and Personnel

9J Background and/or Criminal History Investigation

6. Terms Supplemental to the Authorized Contract

6.1 Suspension of Work and Termination.

6.1.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. A Customer may, at its sole discretion, suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to: budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor must comply with the notice and will cease the activities associated with any resulting contract or purchase order. Within 90

days, or any longer period agreed to by the Contractor, the Department or Customer will either (1) issue a notice authorizing resumption of work, at which time activity will resume, or (2) terminate the Contract or a resulting contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation.

6.1.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time upon 60 days' written notice, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

6.1.3 Termination for Cause.

If the Department determines that the performance of the Contractor is not satisfactory, the Department may, at its sole discretion, (a) immediately terminate the Contract, (b) notify the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract will terminate at the end of such time, or (c) take other action deemed appropriate by the Department.

6.2 PAYMENT AND FEES.

6.2.1 Pricing.

The State of Florida Price Sheet for this ACS is attached as Exhibit B. The Contractor shall not exceed the pricing set forth in the State of Florida Price Sheet.

6.2.2 Price Decreases.

The following price decrease terms will apply to the ACS:

(a) Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders.

(b) Preferred Pricing. Preferred Pricing. Consistent with the goals of section 216.0113, F.S., Contractor acknowledges and recognizes that the Department wants to take advantage of any improvements in pricing over the course of the Contract period. To that end, the pricing indicated in this Contract is a maximum guarantee under the terms of this clause.

6.2.3 Payment Invoicing.

The Contractor will be paid upon submission of properly certified invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain detail sufficient for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

6.2.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract. The Contractor must provide commodities or contractual services pursuant to purchase orders. The purchase order period of performance survives the expiration of the Contract. The duration of purchase orders must not exceed the expiration of the Contract by more than 12 months.

6.2.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing pursuant to the terms of the Exhibit B: State of Florida Price Sheet and Exhibit E: Service Level Agreement, and may be reimbursed only in accordance with section 112.061, F.S.

6.2.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

6.2.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees, when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

6.2.8 Taxes.

The State of Florida is not required to pay any taxes, including customs and tariffs, on commodities or contractual services purchased under the ACS.

6.2.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the ACS that were disbursed to the Contractor by the Department or Customer. The Contractor shall return any overpayment within 40 calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

7 CONTRACT MANAGEMENT.

7.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer within the manner and at the location specified in the ACS and any exhibits to the ACS. Additionally, the terms of the ACS supersede the terms of any and all prior agreements between the Parties.

7.2 Notices.

All notices required under the ACS shall be delivered to the designated Contract Manager by certified mail, return receipt requested, by reputable air courier service, email, or by personal delivery, or as otherwise identified by the Department.

7.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the ACS, will be provided in a separate writing to the Contractor upon ACS signing in the following format:

Frank Miller

Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 488-8855
Email: frank.miller@dms.myflorida.com

In the event that the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the ACS.

7.4 Contractor's Liaisons.

Contract Manager

Joe Matthews
Strategic Account Executive
LanguageLine Solutions
Phone/Fax: 831-648-7140
E-mail: jmatthews@languageline.com

Customer Care Specialist

Debbie Corona
Customer Service Team Lead
LanguageLine Solutions
Phone 800-752-6096 opt 2
Fax 800-821-9040
E-mail: dcorona@languageline.com

Government Team Manager

Frank Masin
Vice President, Government Services
LanguageLine Solutions
Phone: 443-512-8869
Fax: 831-648-7423
Email: fmassin@languageline.com

In the event that the Contractor changes any of its liaisons, the Contractor will notify the Department. Such a change does not require an amendment to the ACS.

7.5 Diversity Reporting.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises, and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

Upon request, the Contractor shall report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Customer purchasing under the ACS.

7.6 RESPECT.

Subject to the agency determination provided for in Section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the commodities or contractual services it offers is available at <http://www.respectofflorida.org>.

7.7 PRIDE.

Subject to the agency determination provided for in Sections 946.515 and 287.042(1), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <http://www.pride-enterprises.org>.

8 COMPLIANCE WITH LAWS.

8.1 Conduct of Business.

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor shall comply with Section 247A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1) (a)-(c), and (g), F.S., are hereby incorporated by reference, to the extent applicable.

8.2 Governing Law and Venue.

The laws of the State of Florida shall govern the ACS. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the ACS. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other

statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

8.3 Department of State Registration.

The Contractor and any subcontractors that assert corporate status must provide the Department with conclusive evidence, per section 607.0127, F.S., of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

8.4 Convicted and Discriminatory Vendor Lists.

In accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the ACS. The Contractor shall notify the Department if it or any of its suppliers, subcontractors or consultants have been placed on the Convicted Vendor List or the Discriminatory Vendor List during the term of the ACS.

8.5 Contractor Certification.

If the ACS exceeds \$1,000,000 in total, not including renewal years, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S. Pursuant to section 287.135(5), F.S., Contractor agrees the Department may immediately terminate the ACS for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the ACS.

8.6 Cooperation with Inspector General.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the ACS. The Contractor shall retain such records for five years after the expiration of the ACS, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

8.7 Inspection.

Section 215.422, F.S., provides that agencies have five working days to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also provided for in section 215.422, F.S.

9 MISCELLANEOUS.

9.1 Notice of Legal Actions.

The Contractor shall notify the Department of any legal actions filed against it for a violation of any laws, rules, codes, ordinances or licensing requirements within 30 days of the action being filed. The Contractor shall notify the Department of any legal actions filed against it for a breach of a contract of similar size and scope to this ACS within 30 days of the action being filed. Failure to notify the Department of a legal action within 30 days of the action shall be grounds for termination for cause of the ACS.

9.2 Subcontractors.

The Contractor is fully responsible for satisfactory completion of all subcontracted work. The Department supports diversity in its procurements and contracts, and requests that Contractors offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

9.3 Assignment.

The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the ACS without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the ACS, unless the Department expressly waives such secondary liability. The Department may assign the ACS with prior written notice to the Contractor.

9.4 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department and are not entitled to the benefits of State of Florida employees. The Department shall not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the ACS.

9.5 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer or the Department rejects a commodity, Contractor shall remove the commodity from the premises within 10 days after notification of rejection and the risk of loss shall remain with the Contractor. Commodities not removed by the Contractor within 10 days shall be deemed abandoned by the Contractor and the Customer or the Department shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer or the Department for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

9.6 Safety Standards.

All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, an identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical

Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and State of Florida and federal requirements relating to clean air and water.

9.7 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

9.8 Time is of the Essence.

Time is of the essence regarding each and every obligation of the Contractor. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

9.9 Waiver.

The delay or failure by the Department or Customer to exercise or enforce any rights under the ACS shall not constitute waiver of such rights.

9.10 Modification and Severability.

The ACS may only be modified by written agreement between the Department and the Contractor. If a court determines any provision of the ACS is invalid, the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the ACS did not contain the provision held invalid.

10 WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION

10.1 Workers' Compensation Insurance.

To the extent required by law, the Contractor shall be self-insured against, or shall secure and maintain during the life of the ACS, Worker's Compensation Insurance for all its employees connected with the work of this project, and in case any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the Contractor's insurance program. Self-insurance or insurance coverage shall comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide adequate insurance satisfactory to the Department for the protection of employees not otherwise protected.

10.2 General Liability Insurance

The Contractor shall secure and maintain Commercial General Liability Insurance including bodily injury, property damage, products, personal & advertising injury and completed operations. This insurance shall provide coverage for all claims that may arise from the services and/or operations completed under the ACS, whether such services or operations are by the Contractor or anyone directly or indirectly employed by them. Such insurance shall include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional Named Insured for the entire length of the resulting ACS. The Contractor is responsible for

determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting ACS.

All insurance policies shall be with insurers licensed or eligible to transact business in the State of Florida. The Contractor's current certificate of insurance shall contain a provision that the insurance shall not be canceled for any reason except after thirty (30) days written notice to the Department's Contract Manager.

The Contractor(s) shall submit insurance certificates evidencing such insurance coverage prior to execution of an ACS with the Department.

The Contractor shall require its insurance carrier to add the Department to the insurance policies as an additional insured, as provided below:

Florida Department of Management Services
c/o Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950

10.3 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Department, Customer, the State of Florida, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right or out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the ACS, as well as for any determination arising out of or related to the ACS that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Department. The ACS does not constitute a waiver of sovereign immunity or consent by the Department or the State of Florida or its subdivisions to suit by third parties.

Without limiting this indemnification, the Department or Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

11 PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY.

11.1 Public Records.

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 THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

The Department may unilaterally cancel this ACS for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the ACS, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S.

If, under this ACS, the Contractor is providing services and is acting on behalf of a public agency as provided by section 119.0701(2)(b), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the ACS term and following completion of the ACS if the contractor does not transfer the records to the public agency.

(d) Upon completion of the ACS, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the ACS, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the ACS, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

11.2 Protection of Trade Secrets or Confidential Information.

If the Contractor considers any portion of materials made or received in the course of performing the ACS ("ACS-related materials") to be trade secret under section 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as "confidential" when submitted to the Department.

If the Department receives a public records request for ACS-related materials designated by the Contractor as "confidential," the Department will provide only the portions of the ACS-related materials not designated as "confidential." If the requester asserts a right to examine ACS-related materials designated as "confidential," the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to ACS-related materials it has designated "confidential."

If the Department is served with a request for discovery of ACS-related materials designated "confidential," the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated "confidential" only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.

The Contractor shall protect, defend, and indemnify the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of ACS-related materials as "confidential."

11.3 Document Management.

The Contractor shall retain sufficient documentation to substantiate claims for payment under the ACS and all other records, electronic files, papers and documents that were made in relation to this ACS. Contractor shall retain all documents related to the ACS for five years after expiration of the ACS, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

11.4 Intellectual Property.

Unless specifically addressed in the Contract, intellectual property rights to all property created or otherwise developed by the Contractor for the Department will be owned by the State of Florida through the Department at the completion of the Contract.

Any inventions or discoveries developed in the course of or as a result of services performed under the Contract which are patentable pursuant to 35 U.S.C. §101 are the sole property of the State of Florida. Contractor must inform the Department of any inventions or discoveries developed or made in connection with the Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State of Florida will be the sole owner of any and all patents resulting from any invention or discovery made in connection with this contract.

Contractor must notify the Department of State of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed in connection with the Contract are the sole property of the State of Florida.

12 DATA SECURITY AND SERVICES.

12.1 Duty to Provide Secure Data.

The Contractor will maintain the security of State of Florida Data including, but not limited to, a secure area around any display of such Data or Data that is otherwise visible. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

12.2 Warranty of Security.

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida Data to be sent by any medium, transmitted or accessed outside of the United States.

Notwithstanding any provision of this Contract to the contrary, the Contractor must notify the Department as soon as possible, in accordance with the requirements of section 501.171, F.S., and in all events within one (1) business day in the event Contractor discovers any Data is breached, any unauthorized access of Data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of Data or any credible allegation or suspicion of a material violation of the above. This notification is required whether the event affects one agency/customer or the entire population. The notification must be clear and conspicuous and include a description of the following:

- (a) The incident in general terms.
- (b) The type of information that was subject to the unauthorized access and acquisition.
- (c) The type and number of entities who were, or potentially have been affected by the breach.

- (d) The actions taken by the Contractor to protect the Data from further unauthorized access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

12.3 Remedial Measures.

Upon becoming aware of an alleged security breach or security incident under section 12, the Contractor's Contract Manager shall set up a conference call with the Department's Contract Manager. The conference call invitation shall contain a brief description of the nature of the event. When possible, a 30 minute notice shall be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call shall be scheduled. All available information shall be shared on the call. The Contractor shall answer all questions based on the information known at that time and shall answer additional questions as additional information becomes known. The Contractor shall provide the Department with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business hours, the Contractor shall notify the Department's Contract Manager and in all events, within one business day.

12.4 Indemnification (Breach of Warranty of Security).

The Contractor agrees to defend, indemnify and hold harmless the Department, Customer, the State of Florida, its officers, directors and employees for any claims, suits or proceedings related to a breach of the Warranty of Security. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two year period of time following the breach.

12.5 Annual Certification.

The Contractor is required to submit an annual certification demonstrating compliance with the Warranty of Security to the Department by December 31 of each ACS year.

13 GRATUITIES AND LOBBYING.

13.1 Gratuities.

The Contractor shall not, in connection with this ACS, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State officer or employee.

13.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., ACS funds are not for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to subsection 287.058(6), F.S., the ACS does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the ACS, after the ACS execution and during the ACS's term.

14 ACS MONITORING.

14.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in this ACS. The Department shall be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof. Coordination shall be maintained by the

Contractor with representatives of the Department, or of other agencies involved in the ACS on behalf of the Department.

14.2 Performance Deficiency.

If the Department or Customer determines that the performance of the Contractor is unsatisfactory, the Department or Customer may notify the Contractor of the deficiency to be corrected, which correction shall be made within a time-frame specified by the Department or Customer. The Contractor shall provide the Department or Customer with a corrective action plan describing how the Contractor will address all issues of ACS non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or ACS non-compliance.

14.3 Financial Consequences of Non-Performance.

If the corrective action plan is unacceptable to the Department or Customer, or fails to remedy the performance deficiencies, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the contractual documents. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Customer for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

14.4 Liquidated Damages.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department or Customer and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department or Customer's delay.

The Contractor acknowledges that untimely performance or other material noncompliance will damage the Department or Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the solicitation will apply to this ACS. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

14.5 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department or Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within 10 days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five days after the date the Contractor first had reason to believe that a delay could result. The foregoing shall constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such

remedy. No claim for damages shall be asserted by the Contractor. The Contractor shall not be entitled to an increase in the ACS price or payment of any kind from the Department or Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Department or Customer determines, in its sole discretion, that the delay will significantly impair the value of the ACS to the State or to Customers, in which case the Department or Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the ACS quantity, or (3) terminate the ACS in whole or in part.

15 ACS AUDITS.

15.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractor's data and records that directly relate to the ACS. To the extent necessary to verify the Contractor's fees and claims for payment under the ACS, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, pertaining to this ACS, may be inspected by the Department upon 15 days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this ACS. The State's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

15.2 Payment Audit.

Records of costs incurred under terms of the ACS shall be maintained. Records of costs incurred shall include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, State's Chief Financial Officer or the Office of the Auditor General for audit.

16 BACKGROUND SCREENING AND SECURITY.

16.1 Background Check.

The Department may require the Contractor and its employees, agents, representatives and subcontractors to provide fingerprints and be subject to such background check(s) as directed by the Department. The cost of the background check(s) shall be borne by the Contractor. The Department may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background check results. In addition, the Contractor shall ensure that all persons have a responsibility to self-report to the Contractor within three calendar days any arrest for any Disqualifying Offense. The Contractor shall notify the Contract Manager within 24 hours of all details concerning any reported arrest. The Contractor will ensure that all background screening will be refreshed upon the request of the Department for each person during the term of the ACS.

16.2 E-Verify.

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the ACS for the services specified in the ACS. The Contractor shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the ACS term. In order to implement this provision, the Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of ACS execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five days of notice of ACS award, and provide the Contract Manager a copy of its MOU within five days of ACS execution. The link to E-Verify is provided below. <http://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor shall provide a statement within five days to the Contract Manager identifying the new hire with its E-Verify case number.

16.3 Disqualifying Offenses.

If at any time it is determined that a person has a criminal misdemeanor or felony record regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) within the last six years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida Data or directly performing services under the ACS. The disqualifying offenses are as follows:

- (a) Computer related or information technology crimes
- (b) Fraudulent practices, false pretenses and frauds, and credit card crimes
- (c) Forgery and counterfeiting
- (d) Violations involving checks and drafts
- (e) Misuse of medical or personnel records
- (f) Felony theft

16.4 Communications and Confidentiality.

The Contractor agrees that it shall make no statements, press releases, or publicity releases concerning the ACS or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the ACS, or any particulars thereof, during the period of the ACS, without first notifying the Department's Contract Manager or the Department designated contact person and securing prior written consent. The Contractor shall maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to the ACS and shall comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures shall be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor shall also comply with any applicable professional standards with respect to confidentiality of information.

17 Required Service Levels

Contractor shall meet the following service levels for the term of the ACS. On a quarterly basis, following the same schedule as Exhibit D: Contract Quarterly Report, the Contractor shall submit their percentage compliance with each service level, with the exception of the Customer Service Survey. Upon request, the contractor shall submit supporting documentation.

The Customer Service Survey shall be developed by the Contractor and approved by the Department. The results of the survey shall be submitted to the Department on a bi-annual basis.

Performance Metric	Description	Minimum Percentage Target	Calculation	Financial Consequences for Non-Performance Measured Enterprise-wide per quarter based on minimum performance target (not occurrence), except for Survey Results which will be measured bi-annually
Report Submission	Measures whether Contractor submits required reports to the Department's Contract Manager by specified deadlines	98%	Date of report submission	\$100
Invoice Accuracy	Measures Contractor's ability to ensure that invoices are correct and accurately reflect the charges incurred by the Customer	98%	Number of correct and accurate Customer invoices / Total number of Customer invoices	\$500
Bi-Annual Customer Survey Results	Measures Customers' overall satisfaction with Contractor's performance	90% or higher	Number of Customers satisfied with Contractor's services / Total number of surveys answered	\$500

18 Subcontractors

The Contractor may use subcontractors to provide products or perform services under this ACS only with the express prior written consent of the Department. Written consent is hereby given for Contractor's use of individual non-employee interpreters who may provide services to the Department pursuant to the terms and conditions of this ACS.

19 Exhibits to the ACS

19.1 All terms and conditions contained in the attached Exhibits are incorporated as if fully set forth herein and shall remain in full force and effect throughout the term of the ACS, unless modified in writing by the parties. The Exhibits are:

- 19.1.1** Exhibit A: The Authorized Contract, as incorporated by section 5.
- 19.1.2** Exhibit B: State of Florida Price Sheet
- 19.1.3** Exhibit C: Contract Quarterly Report
- 19.1.4** Exhibit D: Service Level Agreement

20 Entire Agreement of the Parties

20.1 This document and attached Exhibits constitute the ACS and entire understanding of the parties. Any modification to the ACS must be in writing and signed by the parties.

20.2 In the event of conflict, this document, the exhibits and agency purchase orders shall have priority in the order listed below:

- 20.2.1** This ACS and amendments, with latest issued having priority
- 20.2.2** Exhibit A: The Authorized Contract, as incorporated by section 5
- 20.2.3** Exhibit B: State of Florida Price Sheet
- 20.2.4** Exhibit C: Contract Quarterly Report
- 20.2.5** Exhibit D: Service Level Agreement
- 20.2.6** Agency Purchase Orders

IN WITNESS WHEREOF, the parties have executed this ACS as of the last date signed by both parties below.

State of Florida,
Department of Management Services:


By: 

Name: Debra Forbess

Title: Director of Finance and Administration

Date: 11/18/16

Language Line Solutions:

By: 

Name: Michael F Schmidt

Title: Chief Financial Officer

Date: November 10, 2016