

1.1. Equal Opportunity Statement.

The Successful Respondent and any subcontractors must abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as qualified protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

1.2. Compliance with Laws.

The Successful Respondent and any subcontractors must comply with all applicable laws, ordinances, and regulations and licensing requirements that are applicable to the conduct of its business, including those of federal state, and local agencies having jurisdiction and/or authority over it.

1.3. Licensing Requirements.

To the extent applicable, Successful Respondent will have all appropriate licenses to conduct business in the State of Florida and Polk County at or prior to award of an Agreement. Successful Respondent must provide proof of such to the University upon request.

1.4. Sales and Use Tax.

The State of Florida and its agencies (including the University) are tax-immune and exempt from the payment of taxes. The Successful Respondent is responsible to pay any taxes imposed on taxable activities/services under the Agreement.

1.5. Records Inspection.

The University may inspect the financial records, papers, and documents of the Successful Respondent that are directly related to the performance of the contract or the expenditure of state funds. Successful Respondent will provide such record, papers and documents requested by the University within 10 business days after receipt of the request. The right of access in this provision is not limited to the required retention period but lasts as long as such records are retained by the Successful Respondent.

1.9 Governing Law.

The agreement is governed by the laws of the State of Florida and venue of any actions arising out of the agreement must be in the state courts in Polk County, Florida.

1.6. E- Verify.

If applicable, all terms defined in §448.095, Fla. Stat., are adopted and incorporated into this provision. Pursuant to §448.095, Fla. Stat., Successful Respondent certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all of Respondent 's employees hired by the Successful Respondent during the term of this Agreement and/or while performing work or providing services for the University. Successful Respondent shall require that all subcontractors performing work or providing services on behalf of Successful Respondent for the University also comply with the requirements of §448.095, Fla. Stat and utilize the E-Verify system to verify employment eligibility of all employees hired by subcontractor. The Successful Respondent shall require for the subcontractor to provide to Successful Respondent an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Successful Respondent shall maintain a copy of such affidavit for the duration of the Agreement. The University may terminate this Agreement immediately upon notice to Successful Respondent for any violation of this provision. A Successful Respondent whose contract is terminated pursuant to this paragraph is liable for additional costs incurred by the University due to the termination of the Agreement.