

**AMENDMENT 2
CONTRACT RENEWAL 1
TO
State Term Contract No.: 991-268-11-1
IT Disaster Recovery Services**

This Amendment, effective as of the last date signed below, is by and between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and _____. (Contractor), and amends and renews the State Term Contract No. 991-268-11-1 (Contract). Department and Contractor are collectively referred to herein as the "Parties" as follows:

1. The following provisions are added to the Contract:

12.0 EMPLOYMENT VERIFICATION (E-VERIFY)

Pursuant to State of Florida Executive Order Number 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify eligibility of all new employees hired by the Contractor to work in the U.S. during the Contract term. Also, Contractor is to include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify the eligibility of all new employees hired by the subcontractor to work in the U.S. during the Contract term.

13.0 SCRUTINIZED COMPANY LIST

Pursuant to subsection 287.135(5), F.S., by signing a contract or renewal of a contract where the value exceeds \$1 million to which this clause is attached, the Respondent or 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 subsection 287.135(3)(b), F.S., Department may immediately terminate any contract for cause if the Contractor is found to have submitted a false certification under subsection 287.135(5), F.S., or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

14.0 CONTRACTOR - PUBLIC RECORDS

Access to Public Records

- (1) If, under this Contract, the Contractor is providing services, the Department may unilaterally cancel the Contract for refusal by the Contractor to allow access to all public records, including documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.
- (2) If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency as provided by section 119.0701(1)(b), Florida Statutes, the Contractor shall:

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1. The following provisions are added to the Contract:

12.0 EMPLOYMENT VERIFICATION (E-VERIFY)

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- (2) If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency as provided by section 119.0701(1)(b), Florida Statutes, the Contractor shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, 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.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Protection of Trade Secrets or Other Confidential Information

- (1) If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, Florida Statutes, 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.
- (2) If the Department receives a public records request for contract-related materials designated by the Contractor as "confidential," the Department will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-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 contract-related materials it has designated "confidential."
- (3) If the Department is served with a request for discovery of contract-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.
- (4) 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 contract-related materials as "confidential."

Retention of Records

Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract, and all other records made in relation to the Contract, for five (5) years after expiration or termination of the Contract.

15.0 REPLACEMENT CONTRACT.

A replacement contract may be established for these services prior to the expiration of this Contract. The replacement contract shall supersede and may cause early termination of this Contract.

2. This Contract is hereby renewed pursuant to PUR 1000, section 27. The new contract expiration date is August 8, 2020.

3. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party.

4. To the extent any of the terms of this Amendment conflict with any other terms of the Contract, the terms of this Amendment shall control. All other terms of the Contract, or as previously amended, remain in full force.

**State of Florida,
Department of Management Services:**

By:_____

Name:_____

Title:_____

Date:_____

Contractor:

By:_____

Name:_____

Title:_____

Date:_____

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State of Florida,
Department of Management Services:

By: 

Name: _____

Title: _____

Date: 7/29/15

Contractor: DSM Technology Consultant,
LLC

By: 

Name: KH. MUETHBERGER

Title: CFG

Date: 5/27/15