



AMENDMENT 2
To State Term Contract 973-000-14-01
Management Consulting Services

This Amendment No. 2 ("Amendment") to the Management Consulting Services 973-000-14-01 ("Contract") between the State of Florida, Department of Management Services ("Department"), and The North Highland Company, Inc. ("Contractor"), collectively referred to herein as the "Parties," is effective as of January 15, 2020.

WHEREAS the Contract was entered into by the Parties on January 15, 2014 to continue through January 15, 2017, for the provision of Management Consulting Services, pursuant to Solicitation No. ITN 02-973-000-A; and

WHEREAS Amendment 1 subsequently renewed the Contract through January 15, 2020, and updated Public Records contract language; and

WHEREAS in accordance with Section 287.057(12), Florida Statutes, upon mutual agreement, the Department and the Contractor may extend the Contract; and

NOW THEREFORE, for the mutual covenants contained herein, the Parties agree as follows:

1.0 **Public Records.** Exhibit A: Special Contract Conditions, Section 16., PUBLIC RECORDS, as previously amended, is hereby deleted in its entirety and replaced with the following:

SECTION 16. PUBLIC RECORDS, TRADE SECRETS, AND DOCUMENT MANAGEMENT.

16.1 Public Records.

16.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract.

16.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), 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 are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor to 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 Contract, 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 Contract, 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.

16.2. Protection of Trade Secrets or Otherwise Confidential Information.

16.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.

If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

16.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

16.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

16.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

2.0 **Cooperation with Inspector General.** Exhibit A: special Contract Conditions, Section 30 is hereby added as follows:

SECTION 30. COOPERATION WITH INSPECTOR GENERAL AND RECORDS RETENTION.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its 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 must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will 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 Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

- 3.0 **Contract Extension.** The Parties hereby execute the mutually agreed-upon extension option for a period of six (6) months, effective January 15, 2020 through July 14, 2020.
- 4.0 **Warrant of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.
- 5.0 **Conflict.** To the extent that any of the terms of the Contract, as previously amended, conflict with the terms of this Amendment, the terms of this Amendment will control.
- 6.0 **Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract, as previously amended, shall continue in full force and effect.

State of Florida:
Department of Management Services

Contractor:
The North Highland Company, Inc.

By: _____
Name: **Jonathan R. Satter**
Title: **Secretary**
Date:

By: _____
Name: **Barbara Ray**
Title: **Managing Director**
Date:

- 2.0 Cooperation with Inspector General. Exhibit A: special Contract Conditions, Section 30 is hereby added as follows:

SECTION 30. COOPERATION WITH INSPECTOR GENERAL AND RECORDS RETENTION.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its 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 must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will 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 Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

- 3.0 Contract Extension. The Parties hereby execute the mutually agreed-upon extension option for a period of six (6) months, effective January 15, 2020 through July 14, 2020.
- 4.0 Warrant of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.
- 5.0 Conflict. To the extent that any of the terms of the Contract, as previously amended, conflict with the terms of this Amendment, the terms of this Amendment will control.
- 6.0 Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract, as previously amended, shall continue in full force and effect.

State of Florida:
Department of Management Services

Contractor:
The North Highland Company, Inc.

By: Tami Filleyan
Name: ~~Jonathan R. Satter~~ Tami Filleyan
Title: ~~Secretary~~ Chief of Staff
Date: 1/14/20

By: [Signature]
Name: Barbara Ray
Title: Managing Director
Date: 12/30/19