



## AMENDMENT 5

Contract Extension and Amendment

Contract No.: 80101507-IVV-15-1

Contract Name: Information Technology Independent Verification and Validation

**This Amendment** ( "Amendment"), effective upon the last date of signature below, to the Information Technology Independent Verification and Validation State Term Contract No. 80101507-IVV-15-1, between the State of Florida, Department of Management Services ("Department"), and Almond Consulting Group, Inc. ("Contractor"), collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract unless otherwise defined herein.

**WHEREAS**, on June 9, 2016, the Department executed a two (2) year State Term Contract authorizing the purchase of information technology independent verification and validation services from the Contractor under Contract No. 80101507-IVV-15-1, effective June 9, 2016, through June 8, 2018;

**WHEREAS**, pursuant to Section 6, Amendments, no oral modifications to this Contract are acceptable and all modifications to this Contract must be in writing and signed by both parties;

**WHEREAS**, in Amendment No. 2 the Parties renewed the Contract for one (1) year, effective June 9, 2018, through June 8, 2019;

**WHEREAS**, in Amendment No. 3 the Parties renewed the Contract for one (1) year, effective June 9, 2019, through June 8, 2020; and

**WHEREAS**, in Amendment No. 4 the Parties renewed the Contract for one (1) year, effective June 9, 2020, through June 8, 2021.

**THEREFORE**, in consideration of the mutual promises contained below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

**I. Contract Extension.** The Contract is hereby extended for a period of six (6) months, effective June 9, 2021, through December 8, 2021, under the same terms and conditions, as amended.

**II. Contract Amendment.** Section 1.12, Employment Verification (E-Verify), of Contract Exhibit A, Contract Conditions, is replaced in its entirety with the following:

### 1.12 Employment Verification (E-Verify)

The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the

Vendor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

**III. Contract Amendment.** The following section is added to Contract Exhibit A, Contract Conditions:

**1.35 Document Inspection**

In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within 10 Business Days after the request is made.

**IV. Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

**V. 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.

**VI. Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

**IN WITNESS WHEREOF,** the Parties have executed this Amendment by their duly authorized representatives.

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

**Contractor:**  
**Almond Consulting Group, Inc.**

DocuSigned by:  
*Tami Fillyaw*  
By: \_\_\_\_\_  
Name: **Tami Fillyaw**  
Title: **Chief of Staff**  
Date: 5/28/2021 | 1:25 PM EDT

DocuSigned by:  
*Derrick Henry*  
By: \_\_\_\_\_  
Name: **Derrick Henry**  
Title: **President**  
Date: 5/26/2021 | 6:54 AM PDT