



**CONTRACT AMENDMENT NO.: 1**

Contract No.: 80101507-23-STC-ITSA

Contract Name: Information Technology Staff Augmentation Services

**This Contract Amendment** to Contract No. 80101507-23-STC-ITSA (“Contract”) is made by the State of Florida, Department of Management Services (“Department”) SMX SERVICES & CONSULTING INC (“Contractor”), collectively referred to herein as the “Parties.”

**WHEREAS** the Parties entered into the Contract which became effective on October 27, 2023 for the provision of Information Technology Staff Augmentation Services;

**WHEREAS** the Parties agreed that the Contract may be amended by mutual agreement as provided in Exhibit C, Special Contract Conditions (Florida), subsection 6.9, Modification and Severability.

**ACCORDINGLY**, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

**I. Contract Amendment.**

A. Contract Exhibit A, Scope of Work, is hereby deleted and replaced in its entirety with the attached Exhibit A, Scope of Work, which is incorporated into the Contract by reference herein.

B. Contract Exhibit B, Additional Special Contract Conditions, is hereby deleted in its entirety and replaced with the attached Exhibit B, Additional Special Contract Conditions, which is incorporated into the ACS by reference herein.

C. Contract Exhibit I, PUR 1355: Foreign Country of Concern Attestation, is hereby incorporated in its entirety to the ACS by reference herein.

**IV. Warranty of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

**V. 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.

**VI. Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.

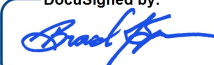
**IN WITNESS WHEREOF**, the Parties have executed this Amendment by their duly authorized representatives.

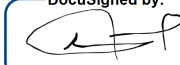


**CONTRACT AMENDMENT NO.: 1**  
Contract No.: 80101507-23-STC-ITSA  
Contract Name: Information Technology Staff Augmentation Services

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

**Contractor:**  
**SMX SERVICES & CONSULTING INC**

By:   
235E9FAF0CBC456...

By:   
BC4C83153081414...

**Name:** Brandon Spencer  
**Title:** Chief Procurement Officer and Director  
of State Purchasing  
**Date:** 4/10/2024 | 9:47 AM EDT

**Name:** SMX SERVICES & CONSULTING INC  
**Title:** President  
**Date:** 4/9/2024 | 11:53 AM EDT

## **Exhibit A Scope of Work**

### **1. Purpose**

To provide Customers with a State Term Contract (STC) for Information Technology Staff Augmentation Services, pursuant to the terms set forth in this Scope of Work. The Department intends to issue a supplemental Invitation to Bid on an annual basis for the remaining term of the State Term Contract beginning in 2024. New Vendors may submit a bid for Prequalification annually. Additionally, current Vendors on the State Term Contract may submit supplemental bids annually beginning in 2024 to prequalify for additional Job Titles.

### **2. Definitions**

**Business Day** – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m., in the time zone the Customer is located.

**Ceiling Rate** – The maximum price a Contractor may charge for an associated Job Title or Scope Variant.

**Confidential Information** – Information that is trade secret or otherwise confidential or exempt from disclosure under Florida or federal law.

**Contract** – The written agreement between the Department and the Contractor resulting from 23-80101507-ITB.

**Contractor** – A Vendor that enters into a Contract with the Department as a result of 23-80101507-ITB.

**Customer** – A State Agency or Eligible User, as defined in Rule 60A-1.001, Florida Administrative Code (F.A.C.).

**Department** – The Department of Management Services, a State Agency.

**Information Technology (IT)** – as defined in 287.012(15), Florida Statutes (F.S.).

**Information Technology (IT) Experience** – Experience working in the computer science industry that involves performing IT services and utilizing equipment, hardware, software, firmware, programs, systems, networks, infrastructure, media, and related material.

**Information Technology (IT) Staff Augmentation Contract Experience** – Demonstrated prior work experience in the allocation and outsourcing of qualified IT Staff to augment a workforce on a temporary basis.

**Job Family** – A group of related Job Titles within Exhibit H, Job Family Descriptions.

**Job Title** – The position described within Exhibit H, Job Family Descriptions. The Job Family Descriptions document includes each Job Title's general characteristics and dimensions.

**MyFloridaMarkerPlace (MFMP)** – the State of Florida's eProcurement system and connects vendors with state government organizations that purchase goods and services.

**Operational Formula** – The day-to-day actions of a company that are guided by a policy or procedure that is prescribed for repetitive use as a practice, in accordance with agreed upon operations that are aimed at obtaining a desired outcome.

**Principal Personnel** – The management of the Contractor’s company who makes operational decisions.

**Proposed Price** – The Vendor’s maximum hourly rate for an associated Job Title or Scope Variant for the initial and renewal term. A “not to exceed” price.

**Scope Variant** – A gradation of experience within a Job Title.

**Staff** – The temporary staff provided by the Contractor or Contractor’s subcontractor(s) to render information technology services identified by Customers.

**State** – The State of Florida.

### **3. Contractor’s General Responsibilities**

The Contractor, regardless of any delegation or subcontract entered by the Contractor, shall be responsible for the following when providing Information Technology Staff Augmentation Services:

- 3.1 The Contractor is responsible for the comprehensive management of Staff. Staff shall not be deemed an employee of the State or deemed to be entitled to any benefits associated with such employment and the Contractor shall be responsible for the administration and maintenance of all employment and payroll records, payroll processing, remittance of payroll and taxes, and all administrative tasks required by State and federal law associated with payment of Staff.
- 3.2 The Contractor shall provide Staff in accordance with Customer Request for Quotes (RFQ), and as described in Exhibit H, Job Family Descriptions document. Customers may include a detailed scope of work, specific requirements of the work to be performed, and any requirements of Staff within the Request for Quotes.
- 3.3 The Contractor shall possess the professional and technical Staff necessary to allocate, outsource, and manage qualified Staff to perform the services requested by the Customer.
- 3.4 The Contractor shall provide Customers with Staff who have sufficient skill and experience to perform the services assigned to them.
- 3.5 The Contractor is responsible for ensuring that all Information Technology Staff Augmentation Services furnished under the Contract meet the professional standards and quality that prevails among information technology professionals in the same discipline and of similar knowledge and skill engaged in related work throughout Florida under the same or similar circumstances.
- 3.6 The Contractor shall provide, at its own expense, any training necessary for keeping Contractor’s Staff abreast of industry advances and for maintaining proficiency in equipment and systems that are available on the commercial market.

- 3.7 The Contractor shall, at its own expense, be responsible for adhering to the Contract background screening requirements, testing, evaluations, advertising, recruitment, and disciplinary actions of Contractor's Staff.
- 3.8 The Contractor, throughout the term of the Contract, shall maintain all licenses, permits, qualifications, insurance, and approvals of whatever nature that are legally required for Contractor and Staff to perform the Information Technology Staff Augmentation Services.
- 3.9 Contractor shall be responsible for all costs associated with the administration of this Contract.
- 3.10 The Contractor shall adhere to all work policies, procedures, and standards established by the Department and Customer.
- 3.11 The Contractor shall ensure that Staff conform with the Customer's policies in all respects while on the Customer's premises, and is responsible for obtaining all rules, regulations, policies, etc.
- 3.12 The Contractor shall only provide Information Technology Staff Augmentation services for those Job Titles awarded to the Contractor. Contractor shall be paid on an hourly basis unless Customer requests in their RFQ a project-based pricing structure in accordance with Section 9.5, below.

**4. Subcontracts and Staff**

- 4.1 The Contractor is fully responsible for satisfactory completion of all work on this Contract. The Contractor shall ensure and provide assurances to the Department or Customer upon request, that any subcontractor(s) or Staff provided under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract.

The Contractor must provide the Customer with the names of Staff considered for work on a purchase order issued under this Contract. The Customer shall retain the right to reject any Staff whose qualifications or performance, in the Customer's exclusive judgment, is insufficient.

- 4.2 The Contractor agrees to be responsible for all work performed and all expenses incurred by subcontractors and Staff while performing work under this Contract.
- 4.3 Any subcontract or Staff arrangements must be evidenced by a written document available to the Department or Customer.
- 4.4 The Contractor agrees to make payments to the subcontractor or Staff within seven working days after receipt of full or partial payments from the Customer in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between Contractor and subcontractor or required by law.

- 4.5 The Contractor agrees that neither the Department nor the Customer shall be liable to any subcontractor or Staff for any expenses or liabilities incurred in furtherance of this Contract, and Contractor shall be solely liable to the subcontractor and Staff for all expenses and liabilities incurred under the Contractor's contract or subcontract. The Contractor, at its expense, shall defend the Customer and the Department against any subcontractor or Staff claims regarding compensation or payment.
- 4.6 The Department supports diversity in its procurements and contracts, and requests that Contractors who engage in subcontracting offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the Office of Supplier Diversity at [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com) for information on certified business enterprises available for subcontracting opportunities.

### **5. Conduct of Employees and Staff**

Contractor shall ensure that all of Contractor's employees and Staff provided under the Contract shall adhere to the standards of conduct prescribed in the Customer's personnel policy and procedure guidelines, particularly rules of conduct, security procedures, and any other applicable rules, regulations, policies, and procedures of the Customer, including but not limited to Rule Chapter 33-208, Florida Administrative Code. The Contractor shall ensure that all Staff and employees wear attire suitable for the position, either a standard uniform or business casual dress, identified by the Customer.

### **6. Contractor Security Clearance**

Customers may designate certain duties and/or positions as positions of "special trust" because they involve special trust responsibilities, are located in sensitive locations, or have key capabilities with access to sensitive or confidential information. The designation of a special trust position or duties is at the sole discretion of the Customer. Contractor or Contractor's employees and Staff who, in the performance of this Contract, will be assigned to work in positions determined by the Customer to be positions of special trust, may be required to submit to background screening and be approved by the Customer to work on this Contract.

### **7. Purchasing Card**

The State has implemented a purchasing card (P-Card). The Contractor may receive payments via the State's P-Card. P-Card acceptance for purchases is a mandatory requirement for the Contract but is not the exclusive method of payment. If the State changes its P-Card platform during the term of Contract, the Contractor shall make all necessary changes to accept payment via the State's new P-Card platform within 30 calendar days of notification of such change.

### **8. Purchase Order Requirements**

Customers shall use a Request for Quote per section 287.056(2), Florida Statutes, when making purchases off of this State Term Contract. Customers shall issue Request for Quotes to at least 25 vendors to provide IT Staff Augmentation services in accordance with section 287.0591(5), Florida Statutes. Customers shall order services from the Request for Quote via a Purchase Order with the Customers' selected Contractor. The terms of the Purchase Order shall not conflict with the terms and conditions established by this Contract.

In accepting a Purchase Order, the Contractor recognizes its responsibility for all tasks and deliverables contained therein, warrants that it has fully informed itself of all relevant factors

affecting accomplishment of the tasks and deliverables and agrees to be fully accountable for the performance thereof.

## **9. Request for Quotes**

- 9.1 Customers needing Information Technology Staff Augmentation Services will issue a Request for Quote (RFQ) each time they desire to solicit Information Technology Staff Augmentation Services. The Customer shall issue a detailed RFQ that includes a pricing model, term, service levels, educational qualifications and experience needed. Pursuant to sections 287.056(2) and 287.0591(5), F.S., an Agency must ensure that a RFQ is issued to a minimum of 25 contracted vendors awarded to provide the applicable Information Technology Staff Augmentation contractual services sought by the Agency. Some contractors are not contracted to provide all Job Titles, and the vendors selected to issue a RFQ to must have been awarded to provide the specific Job Title(s) as requested in the Agency RFQ.
- 9.2 Pursuant to section 287.056(2), F.S., RFQs performed within the scope of this Contract are not independent competitive solicitations and are not subject to the notice or challenge provisions of section 120.57(3), F.S.
- 9.3 While the specific format of the RFQ is left to the discretion of the agency, Customers will issue a RFQ document each time they desire to solicit Information Technology Staff Augmentation Services and shall send the RFQ document electronically via email or through MFMP to at least 25 Contractors that offer the specific awarded Job Title(s) sought by the Agency. When responding to a RFQ, Contractor must submit a completed Resume Self-Certification Form with the Contractor's response.
- 9.4 Customers issuing RFQs against this Contract should note when responses are due and when the Customer anticipates awarding the RFQ.
- 9.5 RFQs with project-based pricing, and any Purchase Orders issued from such RFQs, shall require payment dependent on completion of deliverables and tasks only and may not contain payment for hourly work. Customers who choose to use project-based pricing are not exempt from the requirements listed in Section 3.5, Request for Quote(s) Requirement, and must negotiate all pricing, fees, and related expenses associated with the completion of each task and deliverable. Project-based RFQs and Purchase Orders shall not include services that were not awarded to the Contractor or commodities that are not contemplated by this Contract. Quotes received in response to project-based RFQs shall include, and the total cost of the Purchase Order issued shall not exceed, an estimated cost to complete the RFQ requirements under the hourly pricing model for comparison. Project-based pricing is intended to provide predictability and a discount to Customers relative to the maximum hourly rates. Under no circumstances may a project-based price be permitted to be greater than the hourly rates.

## **10. Resume Self-Certification Form**

When submitting a response to an RFQ, the Contractor shall submit with its response a completed and signed Exhibit E, Resume Self-Certification Form to the Customer for each proposed Staff member identified in the RFQ response.

### 11. Ongoing Performance Measures

The Department intends to use performance-reporting tools in order to measure the performance of Contractor(s). These tools will include the Contractor Performance Survey (Exhibit G), to be completed by Customers on a quarterly basis. Such measures will allow the Department to better track Vendor performance through the term of the Contract(s) and ensure that Contractor(s) consistently provide quality services to the State and its Customers. The Department reserves the right to modify the Contractor Performance Survey document and introduce additional performance-reporting tools as they are developed, including online tools (e.g. tools within MFMP or on the Department's website).

### 12. Holidays

The following days are observed as holidays by state agencies in accordance with section 110.117, F.S.:

- New Year's Day
- Birthday of Martin Luther King, Jr., third Monday in January
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day, November 11
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

If any of these holidays falls on Saturday, the preceding Friday shall be observed as a holiday. If any of these holidays falls on Sunday, the following Monday shall be observed as a holiday. Customers may have additional holiday(s) observed specifically by the Customer which will be detailed in the Customer's order.

### 13. Contract Reporting

The Contractor shall report information on orders received from Customers associated with this Contract. The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Date
MFMP Transaction Fee Report	Calendar month	15 calendar days after the end of each month
Quarterly Sales Report	State's Fiscal Quarter	30 calendar days after close of the period
Diversity Report (submitted to the Customer)	State Fiscal Year	30 Business Days after close of the period

### 14. MFMP Transaction Fee Report

The Contractor is required to submit monthly MFMP Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online at the



“Transaction Fee & Reporting” section and “Training for Vendors” subsections under the “Vendors” tab on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at: [VendorHelp@myfloridamarketplace.com](mailto:VendorHelp@myfloridamarketplace.com) or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

### **15. Quarterly Sales Reports**

The Contractor shall submit a completed Quarterly Sales Report electronically, in the required format, to the Department’s Contract Manager within thirty (30) calendar days after close of each quarter. The State’s fiscal quarters close on September 30, December 31, March 31, and June 30. The quarterly sales report can be found here:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_resources/quarterly\\_sales\\_report\\_format](https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format).

The Contract Quarterly Sales Report will include all sales and orders associated with this Contract from Customers received during the reporting period. Initiation and submission of the Sales Report is the responsibility of the Contractor without prompting or notification from the DMS Contract Manager.

Failure to provide the quarterly sales report will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract. Initiation and submission of the quarterly sales report are the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded during the period, the Contractor must submit a report stating that there was no activity. If no sales are recorded in two consecutive quarters, the Contractor may be placed in probationary status or the Department may terminate the Contract.

Quarter 1 – (July-September) – due 30 calendar days after the close of the period

Quarter 2 – (October-December) – due 30 calendar days after the close of the period

Quarter 3 – (January-March) – due 30 calendar days after the close of the period

Quarter 4 – (April-June) due 30 calendar days after the close of the period

Exceptions may be made if a delay in submitting reports is attributable to circumstances that are clearly beyond the control of the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor and shall be supplied in a written form and submitted to the Department.

The Department reserves the right to request additional sales information as needed.

### **16. Certified and Minority Business Enterprises Reports**

Upon Customer request, the Contractor shall report to the requesting Customer the Contractor’s spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer’s orders. These reports shall include the period covered, the name, minority code, and Federal Employer Identification Number of each minority business utilized during the period; commodities and services provided by the minority business enterprise, and the amount paid to each minority business enterprise on behalf of the Customer.

### **17. Ad Hoc Reports**

The Department or Customer may require additional Contract information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit information in response to these specific ad hoc requests for reports within the specified amount of time as requested by the Department or Customer.

### 18. Business Review Meetings

In order to maintain the relationship between the Department and the Contractor, each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and improve business efficiencies.

### 19. Financial Consequences

The Department reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter.

<b>Deliverable</b>	<b>Performance Metric</b>	<b>Performance Due Date</b>	<b>Financial Consequence for Non-Performance</b>
Contractor will timely submit completed Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Reports are due on or before the 30 <sup>th</sup> calendar day after the close of each State fiscal quarter	\$250 per Calendar Day late/not received by the Contract Manager
Contractor will timely submit completed MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Reports are due on or before the 15 <sup>th</sup> calendar day after the close of each month	\$100 per Calendar Day late/not received by the Contract Manager

**Failure to timely provide Quarterly Sales Reports, transaction fee reports, or other reports as required will result in the imposition of financial consequences and repeated**

**failures or non- payment of financial consequences owed under this Contract may result in the Contractor being found in default and the termination of the Contract.**

**No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under this Contract.**

**20. Routine Communications**

All routine communications related to the Contract shall be sent to the Department's Contract Manager. If any of the Contractor's contract information changes during the life of the Contract, the Contractor shall notify the Department's Contract Manager; such updates do not necessitate a formal amendment to the Contract. Communications relating to a Customer contract or purchase order should be addressed to the contact person identified in the contract or purchase order. Routine communications may be by email, regular mail, or telephone.

**21. Contract Transition**

Upon Contract expiration or termination, the Contractor shall ensure a seamless transfer of Contract responsibilities with any subsequent Contractor necessary to transition the Products and services of the Contract. The incumbent Contractor assumes all expenses related to the contract transition.

**22. Other Fees and Charges**

Additional fees (including but not limited to, property taxes, fuel surcharges, interest fees, license fees, and late payment fees except where permitted by section 215.422(3)(b), F.S.) or fees not permitted elsewhere in the Contract are prohibited.



**Exhibit B**  
**ADDITIONAL SPECIAL CONTRACT CONDITIONS**

A. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

**2.2 Renewal.**

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

**3.4 Purchase Order.**

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

**3.7 Transaction Fees.**

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item

is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

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 submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

#### 5.1 Conduct of Business.

The Contractor must 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 must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.

The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

#### 5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

#### 5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

#### 5.6 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. 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 or termination 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.

6.10 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(6), F.A.C.

#### 8.1.1 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 unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

#### 8.1.2 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 DEPARTMENT'S CUSTODIAN**

**OF PUBLIC RECORDS AT [PUBLICRECORDS@DMS.FL.GOV](mailto:PUBLICRECORDS@DMS.FL.GOV), (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.**

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 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 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.

#### 12.1 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 subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar 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 Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

#### 13.2 E-Verify.

The Contractor and its subcontractors shall register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor in accordance with section 448.095, F.S. The

Contractor shall obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

B. Special Contract Conditions additions: the following subsections are added to the Special Contract Conditions:

5.7 Foreign Country of Concern Attestation.

If the Contract or Customer's purchase order issued pursuant to this Contract grants the Contractor access to an individual's personal identifying information as defined in section 501.171, Florida Statutes, the Contractor must, prior to execution, extension, or renewal of this Contract or Customer purchase order, complete and submit to the applicable Governmental Entity the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at: <http://www.flrules.org/Gateway/reference.asp?No=Ref-15958>.

5.8 Common Carrier Attestation.

The Contractor as a Common Carrier, as defined in section 908.111, Florida Statutes, or contracted carrier must, prior to execution, amendment, or renewal of this Contract or Customer purchase order issued pursuant to this Contract, complete and submit to the applicable Governmental Entity the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at: <http://www.flrules.org/Gateway/reference.asp?No=Ref-14614>.

This Contract or a Customer purchase order may be terminated if the Contractor is found to be in violation of the submitted attestation.

12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency 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 or state agency 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 or a state agency within 10 Business Days after the request is made.