



Amendment 1 Contract Renewal

Contract Number 3141800-14-ACS Temporary Employment Staffing Services

This Amendment ("Amendment"), to contract number 3141800-14-ACS ("Contract") is between the State of Florida, Department of Management Services ("Department") and Guidesoft, Inc. d/b/a Knowledge Services ("Contractor"). The Department and Contractor are 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.

1.0 CONTRACT RENEWAL

The Department hereby executes its renewal option for a two year period pursuant to Section 3.2 of the Contract. The new contract expiration date is November 17, 2018.

2.0 CONTRACT AMENDMENT

- 2.1 Section 3.8, Invoices and Payments, is hereby replaced in its entirety with the following:**

3.8 Invoices and Payments

The Contractor shall issue invoices for all services based upon timesheets approved by Agencies. Invoices must specify the Bill Rate, Actual Pay Rate, and Mark-up Fee used to determine the amount of the invoice. Invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Hourly bill rates may be lower than the rates listed on the rate card. Invoices may represent more than one week's worth of timesheets. Invoices may illustrate start and end of week dates versus dates worked.

Invoices will be paid in accordance with the requirements of section 215.422, Florida Statutes. Contractor is responsible for deducting the two percent (2%) MSP/VMS fee from the amount paid to the Subcontractor(s). In addition, Contractor is responsible for payment of Transaction Fees per 287.057(22), Florida Statutes.

Pursuant to section 215.422, F.S., Agencies have five (5) working days to inspect and approve goods and services, unless the purchase order or contract specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Agency or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount.

- 2.2 Section 3.16, Public Records, is hereby replaced in its entirety with the following:**

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3.16 Public Records

The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S.

Solely for the purposes of this section the contract manager is the agency custodian of public records, unless another is designated per (e), below.

If, under a resulting contract or purchase order, the Contractor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, Florida Statutes. 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 reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provide 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 maintain 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; and



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- e) 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.

3.0 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. All other terms of the Contract remain in full force.

4.0 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.

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

By: Nick Forbaess
Name: Delora Forbaess
Title: Dir. of Finance Admin.
Date: 9/29/16

Guidesoft, Inc. d/b/a Knowledge Services

By: Juliana M. Bielawski
Name: Juliana M. Bielawski
Title: CEO
Date: 9/28/2016

