

AMENDMENT NO.: 3
Florida Association of Rehabilitation Facilities/RESPECT
State Term Contract No.: 914-000-10-R

This Amendment No. 3 ("Amendment"), effective May 20, 2016, to the, State Term Contract No. 914-000-10-R ("Contract"), between the **State of Florida, Department of Management Services ("Department")** and Florida Association of Rehabilitation Facilities, hereinafter referred to as (**RESPECT**). ("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.

WHEREAS the Department awarded the above referenced Contract number to establish the Central Non Profit Agency, pursuant to RFP No. DMS-05-914-000-N, and

WHEREAS the Parties agreed that the Contract may be amended by mutual agreement as provided in section 4.42 "Modification of Terms" of the contract, and

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

I. Contract Amendment.

a. The Contract is further amended to changes the following sections:

6.1 Employment activities:

The first bullet point under Section 6.1 of the contract is hereby amended to delete reference to the Business Advisory Council and reference to including a statewide Job Fair.

The text now reads: Continuation of the Business Development Committee that is working to increase public sector awareness and support for employment of individuals with disabilities.

The fourth bullet point under Section 6.1 of the contract is hereby amended to delete references to: financing startup for return on investment revenue streams and independent contracts.

The text now reads: Recruitment of centers willing to pursue the development and support of placements for individuals in micro-enterprise and home based business opportunities. This includes targeting rural areas where no centers exist and financing startup for micro-enterprises that are subcontracted to agencies within the job development and employment network.

6.4 Support to centers:

The second bullet point under Section 6.4 of the contract is hereby amended to delete reference to the current database of over 4,000 government customers.

AMENDMENT NO.: 3
Florida Association of Rehabilitation Facilities/RESPECT
State Term Contract No.: 914-000-10-R

The text now reads: The current database of government customers will be used to survey, market to and interact with these customers efficiently and effectively.

The sixth bullet point under Section 6.4, subset 5, of the contract is hereby amended to delete reference to: Assisting the centers in developing local economic benefit statements.

The text now reads: Assisting the centers in communicating to local government entities the value and benefits of purchasing from the Department's list of products and services available for procurement from qualified, non-profit agencies employing the blind or other severely handicapped.

The sixth bullet point under Section 6.4, subset 7, of the contract is hereby amended to delete reference to: Assisting centers in moving existing stock.

6.6 Qualifications:

The seventh bullet point under Section 6.6 of the contract is hereby amended to clarify that warehouse space is a qualification if needed.

The text now reads: Warehouse space (when needed).

6.13 Order allocation and billing system:

The sixth bullet point under Section 6.13 of the contract is hereby amended to delete text that read as follows: Invoices will be paid and all paperwork will be organized and filed in boxes, maintained on site for one year.

The seventh bullet point under Section 6.13 of the contract is hereby amended to delete text that read as follows: After one year, boxed invoices will be transferred to a warehouse where they will be saved for seven years.

The text now reads as follows: Electronic copies of invoices will be saved for seven years.

AMENDMENT NO.: 3
Florida Association of Rehabilitation Facilities/RESPECT
State Term Contract No.: 914-000-10-R

II. 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.

III. 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.

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

State of Florida,
Department of Management Services

Contractor: RESPECT

By: *Ben Wolf, Dir of Fin & Admin*
Name: **Ben Wolf**
Title: **Chief of Staff**
Date: *5/18/16*

By: *Suzanne Sewell*
Name: **Suzanne Sewell**
Title: **President & CEO**
Date: *5.11.16*

AMENDMENT NO. 2
State Term Contract No. 914-000-10-R
Florida Association of Rehabilitation Facilities/RESPECT
Contract Renewal

This Amendment No. 2 ("Amendment") effective on July 13, 2015 to the Contract for the Florida Association of Rehabilitation Facilities, (hereinafter referred to as (RESPECT), between the State of Florida, Department of Management Services ("Department") and RESPECT ("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.

WHEREAS, the Contract was originally awarded to the Contractor on July 12, 2010, and set to expire on July 12, 2015, for the provision of commodities sales, and services; and

WHEREAS, in accordance with section 287.057(13), Florida Statutes, and section six of the Contract, upon mutual agreement, the parties may renew the Contract in whole or in part, for a period that may not exceed five years; and

WHEREAS, the Parties agree to amend the Contract with a five year renewal to July 12, 2020, pursuant to section 287.057(13), Florida Statutes, and section six of the Contract; and

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties amend the Contract as follows:

1.0 Contract Renewal. Pursuant to section 287.057(13), Florida Statutes, the Parties hereby execute its renewal option for five years, to expire not later than the end of the day on July 12, 2020.

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

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 supersede.

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 Reporting Requirements. Each Contractor shall submit a sales report on a quarterly basis. Reporting periods coincide with the State fiscal year:

- Quarter 1- (July-September) Due by October 31
- Quarter 2 - (October-December) Due by January 31
- Quarter 3 - (January-March) Due by April 30
- Quarter 4 - (April-June) Due by July 31

Each Quarterly Sales Report must be in Excel format and shall include:

- Contractor's Name and contact information as required on the Department of Management Services "Contract Quarterly Report"
- Detail of time period covered by included data
- Total sales including detail of list price and contract price
- Transaction detail shall include the following:

Part Number/SKU: Your product part number if applicable

Item / Service Name: Given name of Item or Service

MFG Manufacturer: Publisher, Service Provider

Item Category: Description of the product category, according to attached table

Item Subcategory: Additional grouping for item

Product Description: Additional detail for item

Customer Name: State Agencies, Universities, Political Subdivisions, Other Eligible Users

UNSPSC Code: United Nations Standard Products and Services Code

UOM: Unit of Measure

Volume Qty: Number of items/services purchased/provided

Order Date: Order date

Date Delivered: Delivered date to customer

Purchase Type: Purchase Order, Payment Card, Other

List Price: List price

Contract Price: Contracted price with state per contract terms

Additional Fields: Any new information related to your company's products/services

Failure to provide quarterly sales reports, including no sales, within thirty (30) calendar days following the end of each quarter (September, December, March, and June) and/or contract year may result in the contract supplier being found in default and cancellation of the contract by the Department. Upon request, the Contractor shall report to the Department, spend with certified and other minority business enterprises. Reports must include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this contract. Initiation and submission of the Contract Sales Summaries are to be the responsibility of the Contractor without prompting or notification by the Contract Manager. The Contractor will submit the completed contract sales summary forms by email to the Contract Manager.

6.0 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 shall 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.

7.0 Scrutinized Company List. Pursuant to subsection 287.135(5), Florida Statutes, by submitting a response to a procurement to which this clause is attached or 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, Florida Statutes, pursuant to subsection 287.135(3)(b), Florida Statutes, Department may immediately terminate any contract for cause if the Contractor is found to have submitted a false certification under subsection 287.135(5), Florida Statutes, 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.

8.0 Preferred Pricing. The Contractor agrees to submit to the Department, at least annually, an affidavit from an authorized representative attesting that the Contractor is in compliance with the preferred pricing provision in section 4(b) of form PUR 1000.

9.0 Diversity Reporting. The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, and veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or osdhelp@dms.myflorida.com. Upon request, the Contractor shall report to the Department, spend with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this Contract.

10.0 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:

(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."

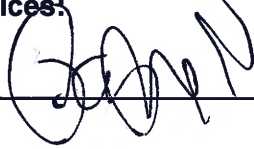
Retention of Records

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.

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 sections 24(a) of Article I of the State Constitution, and Chapter 119, Florida Statutes.

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

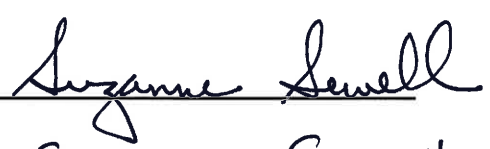
By:  _____

Name: Chad Poppell

Title: Secretary

Date: 4-24-15

Contractor: RESPECT.

By:  _____

Name: Suzanne Sewell

Title: President & CEO

Date: 4-22-15

**AMENDMENT 1
TO THE CONTRACT BETWEEN
THE DEPARTMENT OF MANAGEMENT SERVICES
AND
RESPECT OF FLORIDA
CONTRACT NUMBER: 914-000-10-R**

This Amendment 1 to the above-mentioned contract ("Contract") is made effective as of the last date signed below ("Effective Date"), by Department of Management Services ("DMS") and RESPECT of Florida, ("Contractor"), collectively the "Parties."

WHEREAS, pursuant to contract number, Request for Proposal (RFP), No.: DMS-05-914-000-N [175001] – TO ESTABLISH THE CENTRAL NON PROFIT AGENCY REPRESENTING EMPLOYMENT CENTERS FOR THE BLIND OR OTHER SEVERELY HANDICAPPED;

WHEREAS, the Parties now desires to amend language found in section 6.0 of the RFP; and

NOW, THEREFORE, the Parties hereby agree that the Contract shall be amended as follows:

1. The third bullet point of section 6.1 Employment Activities is hereby deleted and shall not apply to the contract.
2. The first bullet of section 6.16 Standards and Indicators is hereby deleted and shall be replaced with the following "Respondent will provide a minimum of one training annually to increase the capabilities of employment centers to provide services that employ people with disabilities."
3. The second bullet of section 6.16 Standards and Indicators is hereby deleted and shall be replaced with the following "Respondent will provide a minimum of one training annually to increase the capability of employment centers to develop and produce products that provide employment for people with disabilities."

The Parties hereto acknowledge that they have read this Amendment 1, understand it, and agree to be bound by its terms and conditions. They further agree that the Contract, together with Amendment 1 constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Amendment 1 by their duly authorized representatives on the Effective Date indicated as the last date signed below

DEPARTMENT OF MANAGEMENT SERVICES

By: A. Garcia
[Signature]
Print Name
Director, SP
Title
9/27/10
Date

RESPECT OF FLORIDA

By: [Signature]
Scott Gaedke
Print Name
Executive Director
Title
9-17-2010
Date

CONTRACT BETWEEN
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
AND

Florida Association of Rehabilitation Facilities/RESPECT OF FLORIDA

This Contract 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 Florida Association of Rehabilitation Facilities/RESPECT OF FLORIDA (Contractor).

Whereas, the Contractor replied to the Division's, Request for Proposal (RFP), No.: DMS-05-914-000-N [175001] – TO ESTABLISH THE CENTRAL NON PROFIT AGENCY REPRESENTING EMPLOYMENT CENTERS FOR THE BLIND OR OTHER SEVERELY HANDICAPPED;

Accordingly, and in consideration of the mutual promises contained in the Contract documents, the Division and the Contractor do hereby enter into this Contract.

1.0 NAME OF PROJECT

Request for Proposals to Establish the Central Non Profit Agency Representing Employment Centers for the Blind or Other Severely Handicapped.

2.0 SUMMARY OF THE CONTRACTUAL SERVICES, SCOPE OF WORK, AND DELIVERABLES

Contractor will serve as the Central Non-Profit Agency (CNA), to carry out the requirements in section 413.035, Florida Statutes. The Division establishes and publishes a list of products and services available for procurement from qualified non-profit agencies employing the blind or other severely handicapped and state agencies wishing to procure any product or service on the procurement list must procure such product or service at the price established by the Division from a qualified non-profit agency for the blind or for the other severely handicapped if the product or service is available within a reasonable delivery time. The scope of work and deliverables are fully set out in Section 6 of the RFP.

3.0 SUMMARY OF PENALTY FOR FAILURE OF CONTRACTOR TO MEET DELIVERABLES

The failure of the Contractor to complete the deliverables may result in contract termination for cause pursuant to section 4.23 of the RFP.

4.0 EFFECTIVE DATE

This Contract shall begin on the last date in which it is signed by all parties.

5.0 EXPIRATION DATE

This Contract shall expire 5 years from the effective date of the Contract, unless cancelled earlier in accordance with its terms.

6.0 RENEWAL

Upon mutual written agreement, the Division and the Contractor may renew the Contract for up to 5 years pursuant to the provision of PUR 1000 Section 26.

7.0 INTELLECTUAL PROPERTY

The parties do not anticipate that any intellectual property will be created as a result of this contract. However, in such case as it is created, any intellectual property is subject to following provisions:

- A. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with, this Contract shall become the exclusive property of the State of Florida and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the Contractor nor any individual employed under this Contract shall have any proprietary interest in the product.
- B. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the Department pursuant to s. 1006.39, F.S., on behalf of the State of Florida.
- C. In the event it is determined as a matter of law that any such work is not a "work for hire", Contractor shall immediately assign to the Department all copyrights subsisting therein for the consideration set forth in the Contract and with no additional compensation.
- D. The foregoing shall not apply to any preexisting software, or other work of authorship used by Contractor, to create a Deliverable but which exists as a work independently of the Deliverable, unless the preexisting software or work was developed by Contractor pursuant to a previous Contract with the Department or a purchase by the Department under a State Term Contract.
- E. The Department shall have full and complete ownership of all software developed pursuant to the Contract including without limitation:
 1. The written source code;
 2. The source code files;
 3. The executable code;
 4. The executable code files;
 5. The data dictionary;
 6. The data flow diagram;
 7. The work flow diagram;
 8. The entity relationship diagram; and
 9. All other documentation needed to enable the Department to support, recreate, revise, repair, or otherwise make use of the software.

8.0 CONTRACT DOCUMENTS

This Contract, together with the following attached documents, set forth the entire understanding of the parties with respect to the subject matter. In case of conflict, the terms of this Contract shall control. If a conflict exists among any of the attached documents, the documents shall have priority in the order listed:

- A. **ATTACHMENT II (the solicitation document – amendments thereto take precedence):**
RFP No.: 05-914-000-N [175001].
- B. **ATTACHMENT III:**
Contractor's Response to the RFP.

9.0 CONTRACT MANAGEMENT

- A. **Contract Manager**

The Division employee who is primarily responsible for overseeing the Contractor's performance of its duties and obligations pursuant to the terms of this Contract. The Contract Manager shall be as follows:

Allison Norman
Division of State Purchasing
Department of Management Services
4050 Esplanade Way
Tallahassee, FL 32399-0950
Telephone: (850) 488.7996
Fax: (850) 414.6122
E-mail: Allison.Norman@dms.myflorida.com

The Department may appoint a different Contract Manager, which shall not constitute an amendment to the Contract, by sending written notice to Contractor. Any communication to the Department relating to the Contract shall be addressed to the Contract Manager.

B. Contractor's Representative

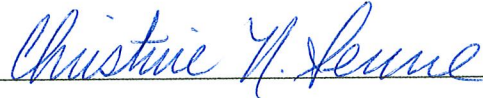
Scott Gaedtke
2475 Apalachee PKWY, Suite 205
Tallahassee, FL 32301
Telephone: 850.877.4816
Fax: 850.656.0618
E-mail: sgaedtke@respectofflorida.org

**State of Florida
Department of Management Services**

**Approved as to form and legality
by the Department General Counsel's Office**

By:


Purchasing Director



7/12/10

07/12/2010

Date

Date

**Contractor:
Florida Association of Rehabilitation
Facilities/RESPECT of Florida**

Signature


President & CEO

Print Name

SUZANNE SEWELL

Date

July 9, 2010