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Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor
Pedro Allende, Secretary

CONTRACT NO. DMS-22/23-007A

REAL ESTATE SERVICES

ITN NO. DMS-22/23-007

BETWEEN

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

AND

CBRE, INC.

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- Attachment E – Engagement Checklist
- Attachment F – Service Credit Hours Accounting Form
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Contract

This Contract is between the STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES (Department), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and CBRE, Inc (Contractor), with offices at 2100 McKinney Ave, Suite 1250 Dallas, Texas 75201 each a "Party" and referred to herein collectively as the "Parties".

The Parties enter into this Contract in accordance with the terms and conditions of Solicitation No. DMS-22/23-007, ITN, for Real Estate Services.

The Parties, therefore, agree as follows:

SECTION 1. DEFINITIONS

The following definitions apply in addition to the definitions in the PUR 1000 form, Attachment A – Scope of Work, and section 287.012, F.S., incorporated herein by reference.

- 1.1 **Access:** To review, inspect, approach, instruct, communicate with, store Data in, retrieve Data from, or otherwise make use of any Data, regardless of type, form, or nature of storage. Access to a computer system or network includes local and remote access.
- 1.2 **Business Day:** Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8 a.m. to 5 p.m., local time.
- 1.3 **Calendar Day:** Any day in a month, including weekends and holidays.
- 1.4 **Confidential Information:** Information in the possession or under control of the State or Vendor that is exempt from public disclosure pursuant to section 24, Article I of the Constitution of the State; the Public Records Law, Chapter 119, Florida Statutes; or to any other Florida law, federal law or regulation that serves to exempt information from public disclosure.
- 1.5 **Contract:** The binding agreement resulting from ITN No. DMS-22/23-007 between the Department and the Contractor, consisting of the Contract Documents set forth in Section 4 herein.
- 1.6 **Contract Manager:** The representative designated by the Department who will oversee all aspects of the Contract, monitor performance expectations, and serve as the primary point of contact for the Contractor.
- 1.7 **Data:** A representation of information, knowledge, facts, concepts, computer software, computer programs or instructions, whether it is exempt, confidential, or personal health information. Data may be in any form, including but not limited to, storage media, computer memory, in transit, presented on a display device, or in physical media such as paper, film, microfilm, or microfiche. Data includes the original form of the Data and all metadata associated with the Data.
- 1.8 **Effective Date:** The date the Contract commences.

SECTION 2. TERM

- 2.1 **Initial Term:** The initial term of the Contract will be for five years and will commence April 9, 2024.

- 2.2 Renewal Term:** Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part, for up to five years. The Contract may only be renewed in accordance with section 287.057(13), F.S. Any renewals shall be contingent upon satisfactory performance evaluations by the Department and is subject to the availability of funds.
- 2.3 Termination:** The Department, by 30 Calendar Days advance written notice to Contractor, may terminate the Contract in whole or in part when the Department determines in its sole discretion that it is in the Department's best interest to do so. The Contractor will not furnish any services after termination of the Contract, except as necessary to complete any continued portion of the Contract. The Contractor will not be entitled to recover any lost profits, consequential, special, punitive, consequential, or indirect damages or any other damages other than the payment amounts due for performance until the effective date of termination, including any fee as specified in Attachment D. Any contract for Lease Transaction Services between Contractor and an Eligible User shall remain valid through its specified term, and all terms and conditions of said contract shall survive the termination of this Contract.

SECTION 3. PAYMENTS

- 3.1 Pricing:** The Contractor shall not exceed the prices as stated in Attachment B – Labor Rate Schedule (as provided in the Contractor's Best and Final Offer). The Parties agree that this pricing will apply for the entire length of the Contract, including any renewal years. The Contractor may offer services at prices below the prices identified in Attachment B – Labor Rate Schedule.
- 3.2 Detail of Bills:** The Contractor shall submit bills for services in detail sufficient enough for a proper pre-audit and post-audit. The Department reserves the right to request additional documentation as needed.
- 3.3 Bills for Travel:** Travel expenses are not permitted under this Contract.
- 3.4 Payments:** The Parties agree that payments under this Contract shall be made for deliverables received in accordance with this Contract, to be paid after receipt of goods and/or services. The Department 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 or as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the State. The State may set off any liability or other obligation of Contractor or its affiliates to the State against any payments due Contractor under any contract with the State.
- Final Invoice:** The deliverables in Attachment A – Scope of Work must be completed by the Contract end date. The final invoice shall be due no later than 60 Calendar Days after the expiration or termination of this Contract.
- 3.5 Appropriations:** The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

SECTION 4. CONTRACT DOCUMENT

- 4.1 Contract Documents & Hierarchy:** This Contract sets forth the entire understanding of the Parties and consists of the documents listed below which are incorporated in their entirety into, and form part of this Contract. In the event any of these documents conflict, the conflict will be resolved in the following order of priority (highest to lowest):
- Any amendments to this Contract in reverse order,

- This Contract document,
- Attachment A – Scope of Work
- Attachment B – Labor Rate Schedule
- Attachment C – Performance Standards and Guarantees
- Attachment D – Commission Schedule
- General Contract Conditions, PUR 1000, as modified by Section 8 below,
- All other Attachments,
- Contractor's Best and Final Offer (excluding price, which shall be incorporated into Attachment B – Labor Rate Schedule).

4.2 Non-exclusive Contract: Nothing herein is intended to assure the Contractor that it is the only vendor providing the contractual services to the State, nor does it prohibit the State from procuring these services from additional vendors during the term of the Contract.

SECTION 5. CONTRACT ADMINISTRATION

5.1 Department Contract Administrator: The Contract Administrator whose responsibilities will be to maintain this Contract is as follows:

Araceli Serna
State of Florida, Department of Management Services
4050 Esplanade Way, Tallahassee FL 32399
Telephone: 850-414-7529
Email: Araceli.serna@dms.fl.gov

In the event that the Department changes the Contract Administrator, the Department will notify the Contractor in writing via email. Such changes do not require a formal written amendment to the Contract.

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

Jennifer Reed
State of Florida, Department of Management Services
4050 Esplanade Way Tallahassee FL 32399
Telephone: 850-412-6855
Email: Jennifer.Reed@dms.fl.gov

In the event that the Department changes the Department Contract Manager, the Department will notify the Contractor in writing via email. Such changes do not require a formal written amendment to the Contract.

5.3 Contractor Administrator: The Contractor's employee who is primarily responsible for overseeing the Contractor's performance of its duties and obligations pursuant to the terms of this Contract shall be:

Lee Ann Korst
CBRE, INC.
2100 McKinney Ave, Suite 1250, Dallas Texas 75201
Telephone: 850-251-9319
Email: leeann.korst@cbre.com

In the event that the Contractor changes the Contractor Administrator, the Contractor will notify the Department in writing via email. Such changes do not require a formal written amendment to the Contract.

- 5.4 Diversity Reporting:** The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and veteran-owned business enterprises in the economic life of the State. The Department of Management Services encourages supplier diversity through certification of business enterprises, advocacy and outreach, and Business Match Maker events. For additional information, please contact the Office of Supplier Diversity at 850-487-0915 or osdhelp@dms.fl.gov.

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.

SECTION 6. COMPLIANCE WITH LAWS

- 6.1 Compliance:** The Contractor shall 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. Chapter 287, F.S., Chapter 255, F.S., Rule 60H, Florida Administrative Code, and Rule 60A, Florida Administrative Code, govern the Contract. The Contractor shall comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances, or licensing requirements shall be grounds for Contract termination or non-renewal of the Contract.
- 6.2 Notice of Legal Actions:** The Contractor shall notify the Department of any legal actions filed against it for a violation of any laws, rules, codes, ordinances, or licensing requirements in the United States within 30 Calendar Days of the action being filed. The Contractor shall notify the Department of any legal actions filed against it for a breach of a Contract in the United States of similar size and scope to this Contract within 30 Calendar Days of the action being filed. Failure to notify the Department of a legal action within 30 Calendar Days of the action may be grounds for termination or nonrenewal of the Contract.
- 6.3 Convicted Vendor, Discriminatory Vendor, Antitrust Violator Vendor, and Suspended Vendor Lists:** Pursuant to sections 287.133, 287.134, 287.1351, and 287.137, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor, discriminatory vendor, antitrust violator vendor, or suspended vendor lists.
- 6.3.1 Convicted Vendor List:** Pursuant to section 287.133, F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public

entity in excess of the threshold amount provided in section 287.017, F.S. for CATEGORY TWO for a period of 36 months following the date of being placed on the Convicted Vendor List.

6.3.2 Discriminatory Vendor List: Pursuant to section 287.134, F.S., an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

6.3.3 Antitrust Violator Vendor List: Pursuant to section 287.137, F.S., a person or an affiliate who has been placed on the Antitrust Violator Vendor List following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

The Contractor shall 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, and/or the antitrust violator vendor list during the life of the Contract.

6.3.4 Suspended Vendor List: 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.

6.4 Cooperation with the Inspector General: Pursuant to section 20.055(5), F.S., the Contractor and any subcontractors understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

SECTION 7. DEPARTMENT OF STATE, CORPORATE STATUS CERTIFICATE

The Contractor and any subcontractors certify it is currently authorized to do business in the State and has submitted to the Department a copy of its registration with the Department of State, Division of Corporations. Website: <https://dos.myflorida.com/sunbiz/>

Title XXXVI, Business Organizations, F.S., lists the requirements that out-of-state entities must fulfill to obtain a Florida Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida (e.g., see section 607.1503(1), F.S., pertaining to corporations). Foreign entities may not transact business in the State until they obtain a certificate of authority from the Florida Department of State. Website: www.sunbiz.org.

SECTION 8. LIABILITY AND WORKER'S COMPENSATION INSURANCE

This paragraph replaces Section 35 of the PUR 1000. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, at a minimum, shall be as follows:

- 8.1** Workers' compensation and employer's liability insurance per Florida statutory limits (currently \$100,000.00 per accident, \$100,000.00 per person and \$500,000.00 policy aggregate) covering all employees engaged in any Contract work. The Contractor must require all Subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each Subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected;
- 8.2** Commercial general liability coverage on an occurrence basis in the minimum amount of \$1,000,000.00 (defense cost shall be in excess of the limit of liability), naming the State as an additional insured; and
- 8.3** Automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of \$1,000,000.00, including hired and non-owned liability and \$5,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in the State of Florida. The Contractor shall have its insurance carrier note the Department as the certificate holder as provided below:

State of Florida, Department of Management Services
 Division of Real Estate Development and Management
 c/o Departmental Purchasing
 4050 Esplanade Way, Suite 335
 Tallahassee, Florida 32399-0950

SECTION 9. PUBLIC RECORDS

Any and all records produced or used regarding this Contract are subject to Florida's public records law, as set forth in Chapter 119 of the Florida Statutes. Contractor must comply with all applicable provisions of Florida's public records law. Violation of this section shall constitute grounds for termination of the Contract.

- 9.1 Access to 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 Florida Constitution and Chapter 119, F.S.
- 9.2 Redacted Copies of Confidential Information:** If the Contractor considers any portion of any documents, Data, or records submitted to the Department to be Confidential Information, the Contractor must simultaneously provide the Department with a separate copy of the documents, Data, or records it claims contains Confidential Information, with the portion containing the Confidential Information redacted, and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. Both copies shall contain the Contract name and number, and the unredacted

copy shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claims contain Confidential Information.

9.3 Request for Redacted Information: In the event of a public records or other disclosure request pursuant to Chapter 119, F.S., the Florida Constitution or other authority, to which documents that are marked as "Confidential" are responsive, the Department will provide the Contractor-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Contractor such an assertion has been made. It is the Contractor's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law. The Contractor shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

9.4 Indemnification: The Contractor shall protect, defend, and indemnify the Department for any and all claims arising from or relating to the Contractor's determination that the redacted portions of its response are Confidential Information. If the Contractor fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce the entire documents, Data, or records submitted to the Department in response to a public records request or other lawful request for these records.

9.5 Contractor as Agent: Solely for the purposes of this section, the Department's Contract Manager is the agency custodian of public records. If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, F.S., the Contractor shall:

9.5.1 Keep and maintain public records required by the public agency to perform the service.

9.5.2 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, F.S., or as otherwise provided by law.

9.5.3 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.

9.5.4 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.

9.5.5 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., 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 FOR THE CONTRACT MANAGER.

SECTION 10. INTELLECTUAL PROPERTY

The Parties do not anticipate that any intellectual property will be developed as a result of this Contract. However, any intellectual property developed as a result of this Contract will belong to, and be the sole property of, the State of Florida. This provision will survive the termination or expiration of this Contract.

SECTION 11. 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. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. 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 Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five Calendar Days of Contract execution. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five Calendar Days to the Contract Manager identifying the new hire with its E-Verify case number.

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 (1) 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.

SECTION 12. SCRUTINIZED COMPANIES – TERMINATION BY THE DEPARTMENT

In accordance with the requirements of section 287.135(5), F.S., the Contractor certifies that it is not participating in a boycott of Israel. At the Department's option, the Contract may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in statute as the "Scrutinized Companies that Boycott Israel List") or becomes engaged in a boycott of Israel.

The State Board of Administration maintains the "Quarterly List of Scrutinized Companies that Boycott Israel" at the following link:

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx>.

In accordance with the requirements of section 287.135, F.S., the Contractor certifies that it is not on the Scrutinized List of Prohibited Companies (referred to in statute as the "Scrutinized Companies with Activities in Sudan List" and the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List") and, to the extent that it is not preempted by Federal law, that it has not been engaged in business operations in Cuba or Syria. At the Department's option, the Contract may be terminated if such certification (or the certification regarding a boycott of Israel) is false, if the Contractor is placed

on the Scrutinized List of Prohibited Companies, or, to the extent not preempted by Federal law, if the Contractor engages in business operations in Cuba or Syria.

The State Board of Administration maintains the "Scrutinized List of Prohibited Companies" under the quarterly reports section at the following link: <https://www.sbafla.com/fsb/PerformanceReports.aspx>.

SECTION 13. GEOGRAPHIC LOCATION OF DATA AND SERVICES

The State of Florida requires that all Data generated, used, or stored by the Contractor pursuant to the Contract will reside and remain in the United States and will not be transferred outside of the United States. The State of Florida also requires that all services provided under the Contract, including call center or other help services, will be performed by persons located in the United States.

SECTION 14. RECORDS MANAGEMENT AND RETENTION

The Contractor must retain sufficient records to substantiate claims for payment under the Contract and must retain all other records that were made in relation to the Contract for the longer of five years after expiration of the Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

SECTION 15. GIFTS

The Contractor agrees that it will not offer to give or give any gift to any State of Florida employee. This Contractor will ensure that its subcontractors, if any, will comply with this provision.

SECTION 16. VENDOR OMBUDSMAN

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting vendors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at 850-413-5516.

SECTION 17. MONITORING BY THE DEPARTMENT

The Contractor shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods, and services of the Contractor that are relevant to this Contract and to interview clients, employees, and subcontractor employees of the Contractor to assure the Department of satisfactory performance of the terms and conditions of this Contract. Following such review, the Department may deliver to the Contractor a written report of its finding(s) and direct the development, by the Contractor, of a corrective action plan. This provision will not limit the Department's termination rights.

SECTION 18. AUDITS & INSPECTION OF RECORDS, PAPERS, AND DOCUMENTS

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.

The Department may conduct or have conducted performance and/or compliance audits of any and all areas 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 Services. 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 this Contract, may be inspected by the Department upon 10 Business 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 State's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

SECTION 19. BACKGROUND SCREENING, RECORD RETENTION, AND WARRANTY OF SECURITY

All Contractor employees, Subcontractors and agents performing work under the Contract must comply with all security and administrative requirements of the Department.

19.1 Background Screening: In addition to any background screening required by the Contractor as a condition of employment and the requirements found in the Scope of Work, the Contractor warrants that it will conduct a criminal background screening of, or ensure that such a screening is conducted for, each of its employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees or other person, hereinafter referred to as "Person" or "Persons," operating under their direction who directly perform services under the Contract, whether or not the Person has access to State of Florida Data, as well as those who have access, including indirect access, to State of Florida Data, whether or not they perform services under the Contract. The Contractor warrants that all Persons will have passed the Background Screening described herein before they have Access to Data or begin performing services under the Contract. The look-back period for such background screenings shall be for a minimum of six years where six years of historical information is available.

The minimum background check process will include a check of the following databases through a law enforcement agency or a Professional Background Screener accredited by the National Association of Professional Background Screeners or a comparable standard:

- Social Security Number Trace; and
- Criminal Records (Federal, State and County criminal felony and misdemeanor, national criminal database for all states which make such Data available).

The Contractor agrees that each Person will be screened as a prior condition for performing services or having access to State of Florida Data or begin to directly perform services at Facilities under the Contract. The Contractor is responsible for any and all costs and expenses in obtaining and maintaining the criminal background screening information for each Person described above. The Contractor will maintain documentation of the screening in the Person's employment file. The Contractor will abide by all applicable laws, rules, and regulations including, but not limited to the Fair Credit Reporting Act and/or any equal opportunity laws, rules, regulations or ordinances. The Department may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results.

19.1.1 Disqualifying Offenses: If at any time it is determined that a Person has a criminal misdemeanor or felony record regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) within the last six years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that Person from any position with access to State of Florida Data or directly performing services under the Contract until such time as a determination

regarding whether the Person should continue providing services under the Contract or have access to State of Florida Data has been made. The disqualifying offenses are crimes where the nature of the criminal activity is such that a reasonable person would agree that the Person's employment would create a risk of injury, loss, or damage to people and/or property of any State of Florida premises. Examples of these types of crimes include but may not be limited to the following:

- Computer related or information technology crimes
- Fraudulent practices, false pretenses and frauds, and credit card crimes
- Forgery and counterfeiting
- Violations involving checks and drafts
- Misuse of medical or personnel records
- Felony theft
- Murder/Manslaughter
- Petit Theft
- Burglary/Robbery
- Aggravated assault
- Sexual Battery
- Kidnapping/False Imprisonment

If the Contractor finds a Disqualifying Offense for a Person within the last six years from the date of the court's disposition, it may obtain information regarding the incident and determine whether that Person should continue providing services under the Contract or have access to State of Florida Data. The Contractor will consider the following factors only in making the determination: i.) nature and gravity of the offense, ii.) the amount of time that lapsed since the offense, iii.) the rehabilitation efforts of the person, and iv.) relevancy of the offense to the job duties of the Person. If the Contractor determines that the Person should be allowed access to State of Florida Data, then Contractor shall maintain all criminal background screening information and the rationale for such access in the Person's employment file.

19.1.2 Refresh Screening: The Contractor will ensure that all background screening will be refreshed at least every two years from the time initially performed for each Person during the Term of the Contract.

19.1.3 Warrant of Security: "Warrant of Security" means a written document signed by the Contractor and submitted to the Department's Contract Manager in which the Contractor includes:

- The name of each individual or Person subject to a criminal background screening under the Contract, and the date of his or her most recent criminal background screening; and
- A statement confirming that the criminal background screening did not identify a disqualifying offense; or
- Notwithstanding the criminal background screening identifying a disqualifying offense, the individual was permitted to become a Person performing services by the Contractor as supported by an analysis using only the factors in subsection 19.1.1.

No Warrant of Security shall include the substance of criminal background screening results or any subsequent analysis.

19.1.3.1 Initial Warrant of Security: The Contractor will submit an Initial Warrant of Security before services are delivered under this Contract.

19.1.3.2 Annual Warrant of Security: The Contractor will submit a Warrant of Security to the Contract Manager by December 31st of each Contract year.

19.1.3.3 Supplemental Warrant of Security: The Contractor will submit a supplemental Warrant of Security to the Contract Manager before any individual subsequently hired by the Contractor, and becomes a Person, delivers services under this Contract.

19.1.4 Self-Disclosure: The Contractor shall ensure that all Persons have a responsibility to self-report within three Calendar Days to the Contractor any updated court disposition regarding any disqualifying offense, regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict). The Contractor shall immediately reassess whether to disallow that Person access to any State of Florida premises or from directly performing services under the Contract. Additionally, the Contractor shall require that the Person complete an annual certification that they have not received any additional criminal misdemeanor or felony record regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) for the Disqualifying Offenses and shall maintain that certification in the employment file.

In addition, the Contractor shall ensure that all Persons have a responsibility to self-report to the Contractor within three Calendar Days, any arrest for any Disqualifying Offense. The Contractor shall notify the Department's Contract Manager within 24 hours of all details concerning any reported arrest.

19.2 Duty to Secure State Data: The Contractor will maintain the security of all Data shared with or generated in furtherance of this Contract by the Contractor ("State Data") including, but not limited to, maintaining a secure area around any displayed visible Data and ensuring Data is stored and secured when not in use. The Contractor will be responsible for ensuring that all third-party entities it contracts with to maintain, store, or process State Data on its behalf will comply with all Data security requirements of this section. The State will remain the owner of all State Data and any other Data made available by the State to the Contractor or its subcontractors pursuant to this Contract

19.3 Department's Ability to Audit Screening Compliance and Inspect Locations: The Department reserves the right to audit the Contractor's background screening process upon two Business Days prior written notice to the Contractor during the Term of the Contract. The Department will have the right to inspect the Contractor's working area, computer systems, and/or location upon two Business Days prior written notice to the Contractor to ensure that access to the State of Florida Data is secure and in compliance with the Contract and all applicable state and federal rules and regulations.

19.4 Indemnification: The Contractor agrees to defend, indemnify, and hold harmless the Department, the State of Florida, its officers, directors and employees for any claims, suits or proceedings related to a breach of this section. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this section for a two year period of time following the breach.

SECTION 20. PERFORMANCE BOND

The Department will not require the Contractor to furnish a performance bond or other form of security for the faithful performance of work under this Contract.

SECTION 21. NO OFFSHORING

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the Real Estate Services from outside of the United States, and the Contractor will not allow any State of Florida Data to be sent by any medium, transmitted or accessed outside of the United States.

The Contractor agrees that a violation of items listed above will result in immediate and irreparable harm to the Department and will entitle the Department to a credit of \$50,000 per violation, with a total cap of \$500,000 per event. This credit is intended only to cover the Department's internal staffing and administrative costs as well as the diminished value of Real Estate Services provided under the Contract and will not preclude the Department from recovering other damages it may suffer as a result of such violation. For purposes of determining the damages due hereunder, a group of violations relating to a common set of operative facts (e.g., same location, same time period, same offshore entity) will be treated as a single event. A violation of this provision will also entitle the Department to recover damages, if any, arising from a breach of this section and constitutes an event of default.

Notwithstanding any provision of this Contract to the contrary, the Contractor shall notify the Department as soon as possible and in all events within one Business Day in the event it discovers any Data is breached, any unauthorized access of State of Florida Data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of Data or any credible allegation or suspicion of a material violation of the above. This notification is required whether the event affects one employee/retiree or the entire population. The notification shall be clear and conspicuous and include a description of the following:

- 1) The incident in general terms.
- 2) The type of personal information that was subject to the unauthorized access and acquisition.
- 3) The number of individuals who were, or potentially have been affected by the breach.
- 4) The actions taken by the Contractor to protect the Data information from further unauthorized access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

Upon becoming aware of an alleged security breach or security incident, the Contractor Security Officer shall set up a conference call with the Department's Contract Manager. The conference call invitation shall contain a brief description of the nature of the event. When possible, a 30 minute notice shall be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call shall be scheduled. All available information shall be shared on the call. The Contractor shall answer all questions based on the information known at that time and shall answer additional questions as additional information becomes known. The Contractor shall provide the Department with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business hours, the Contractor shall notify the Department's Contract Manager and, in all events, within one Business Day.

The Contractor's failure to perform the obligations in this subsection shall also be an event of default and will entitle the Department to recover any other damages it incurs arising from a failure to perform the obligations in this subsection (including any actual out-of-pocket expenses incurred by the Department to investigate and remediate the violation) and/or to pursue injunctive relief.

SECTION 22. PREFERRED PRICING AFFIDAVIT

The Contractor recognizes and acknowledges that the price indicated in this Contract is a guaranteed maximum and that the Department expects to benefit from any changes in pricing and/or fees over the course of the Contract period.

The Contractor's prices under this Contract shall not exceed any in effect for substantially similar services provided by Contractor to any other public entity or organization of similar scope and size. If during the term of the Contract, the Contractor implements or provides any such client, whether a public or private entity, more favorable pricing than the pricing in this Contract for such substantially similar services, then the Contractor agrees to offer equivalent pricing terms to the Department. Should the Department accept the offer, the Department and Contractor shall then execute an amendment to this Contract to reflect the change in pricing.

To ensure compliance with this Section, the Contractor shall submit a completed Preferred Pricing Affidavit form to the Department annually. Such a form will be provided to Contractor by the Department for this purpose.

SECTION 23. SECTION 508 COMPLIANCE

The Contractor will comply with Section 508 of the Rehabilitation Act of 1973, as amended and 29 U.S.C. s. 794(d), including the regulations set forth under 36 C.F.R. part 1194. Section 282.601(1), F.S., states that "state government shall, when developing, competitively procuring, maintaining, or using electronic information or information technology acquired on or after July 1, 2006, ensure that State employees with disabilities have access to and are provided with information and Data comparable to the access and use by State employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency."

SECTION 24. SPECIFIC APPROPRIATION

The following is the specific state funds from which the state will make payment under the Contract:

- FY 2023-2024 GAA SB 250, Line 2855

SECTION 25. SUBCONTRACTORS

Any work performed in furtherance of the Contract by third-parties other than by the Contractor, subsequently referred to herein as subcontracted work, will be performed after the Contractor submits written notification of the subcontracted parties to the Contract Manager. By execution of the Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department because of any subcontract. The Contract terms applicable to subcontractors shall apply to the Contractor's affiliates, partners, teammates, or any other third-party vendors performing services in furtherance of the Contract (herein referred to as subcontractors). The Contractor is fully responsible for satisfactory completion of all subcontracted work including, but not limited to, subcontractor adherence to the performance standards and guarantees set forth in Attachment C – Performance Standards and Guarantees. A subcontractor providing services outlined in Attachment A - Scope of Work must meet the same qualifications as are detailed for the Contractor in Attachment A – Scope of Work such a State licensure.

SECTION 26. 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.

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.

SECTION 27. DATA SECURITY

27.1 Compliance with Security Laws: The Contractor must comply with all current and relevant industry standards related to information technology security and cybersecurity and any other State or federal rules and regulations regarding security of information, including, but not limited to, Chapters 119, 282, and 287, F.S., and Rule Title 60GG, F.A.C. The Contractor agrees to cooperate with the Department and perform all actions necessary to assist with all tasks in furtherance of the Department's efforts to comply with the obligations under section 501.171, F.S., and Rule Title 60GG, F.A.C, as applicable. This includes, but is not limited to, adherence to the cloud computing requirements set forth in Rule Chapter 60GG-4, F.A.C. Additionally, Contractor must provide electronic and information technology resources in complete compliance with the minimum accessibility standards provided in Rule 60- 8.002, F.A.C.

27.2 Duty to Secure State Data: The Contractor will maintain the security of all Data shared with or generated in furtherance of this Contract by the Contractor ("State Data") including, but not limited to, maintaining a secure area around any displayed visible Data and ensuring Data is stored and secured when not in use. The Contractor will be responsible for ensuring that all third-party entities it contracts with to maintain, store, or process State Data on its behalf will comply with all Data security requirements of this section. The State will remain the owner of all State Data and any other Data made available by the State to the Contractor or its subcontractors pursuant to this Contract.

In the event of a security breach involving State Data, or a credible allegation or suspicion of a security breach, the Contractor shall notify the Department's Contract Manager and Information Security Manager within one Business Day. "Security breach," for purposes of this section and Section 14, Background Screening and Security, will refer to any unauthorized access of State Data or unauthorized transmission of State Data that compromises the confidentiality, integrity, or availability of State Data, or any credible allegation or suspicion of a material violation of the above. "Access," for purposes of this section and Section 14, Background Screening and Security, shall mean the authority or ability to review, inspect, approach, instruct, communicate with, store Data in, retrieve Data from, or otherwise make use of any Data, regardless of type, form, or nature of storage. Access to a computer system or network includes local and remote access.

Notification is required regardless of the number of persons or type of State Data affected or potentially affected. The notification must be clear and conspicuous and include a description of the following:

- A. The incident in general terms.

- B. The type of information that was subject to the unauthorized access or acquisition.
- C. The type and number of entities who were, or potentially have been, affected by the security breach or suspected security breach.
- D. The actions taken by the Contractor to protect the State Data from further unauthorized access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the security breach.

Upon becoming aware of an alleged security breach or security incident, the Contractor shall set up a conference call with the Department's Contract Manager and Information Security Manager (ism@dms.myflorida.com). The conference call invitation must contain a brief description of the nature of the event. When possible, a 30-minute notice shall be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call shall be scheduled. All available information shall be shared on the call. The Contractor shall answer all questions based on the information known at that time and shall answer additional questions as additional information becomes known. The Contractor must provide the Department with final documentation of the incident including all remedial actions of the Contractor.

The Contractor agrees that a security breach will entitle the State to a credit commensurate with the Department's internal staffing and administrative costs associated with managing the security breach as determined by the Department. Such credits will not preclude the Department from recovering other damages it may suffer as a result of the security breach.

27.3 State Data Access: The Contractor shall retain a list of all Persons with Access to Data, including a statement confirming that each Person has passed the Background Screening required herein. Such a statement shall not include the substance of the screening results, only that the Person has passed the screening.

The Contractor shall create a written policy for the protection of Data, including a policy and procedure for Access to Data.

The Contractor shall document and record, with respect to each instance of Access to Data:

- 1) The identity of all individual(s) who accessed Data in any way, whether those individuals are authorized Persons or not;
- 2) The duration of the individual(s)' access to Data, including the time and date at which the access began and ended;
- 3) The identity, form, and extent of Data accessed, including, but not limited to, whether the individual accessed partial or redacted versions of Data, read-only versions of Data, or editable versions of Data; and
- 4) The nature of the access to Data, including whether Data was edited or shared with any other individual or entity during the duration of the access, and, if so, the identity of the individual or entity.

The Contractor shall retain the written policy and information required in this subsection for the duration of this Contract and a period of no less than five years from the date of termination of this Contract and any Contract extensions. The written policy and information required in this subsection shall be included in the Department's audit and screening abilities as defined in subsection 19.3. The written policy and information required in this subsection shall also be

subject to immediate disclosure upon written or oral demand at any time by the Department or its designated agents or auditors.

Failure to compile, retain, and disclose the written policy and information as required in this subsection shall be considered a breach of the Contract. The resulting damages to the Department from a breach of this subsection are by their nature impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining such damages will be numerous, complex, and unreasonably burdensome to prove. The parties acknowledge that these financial consequences are liquidated damages, exclusive of any other right to damages, not intended to be a penalty and solely intended to compensate for unknown and unascertainable damages. The Contractor therefore agrees to credit the Department the sum of \$1,000 for each breach of this subsection.

27.4 Data Security Notification Letter: In addition to the notice requirements set forth above, the Contractor shall provide to the Department, quarterly, documentation and notification of any security breach or attempted security breach involving State Data, including any Subcontractor or Contractor facility housing State Data. The notice will include a post-incident report documenting all containment, eradication, and recovery measures taken. In the event no breach or attempted breach has occurred, the Contractor shall provide written confirmation of such.

27.5 State Data Backup: The Department will have the right to establish backup security for any State Data and to keep backup copies of State Data in its possession if it chooses. At the Department's request, the Contractor will provide the Department with downloads of any State Data maintained by the Contractor in a format acceptable to the Department to enable the Department to maintain such backup copies.

SECTION 28. ASSIGNMENT

The Contractor shall not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

SECTION 29. INDEPENDENT CONTRACTOR

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

SIGNATURE PAGE IMMEDIATELY FOLLOWS

SO AGREED by the Parties' authorized representatives on the dates noted below:

STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:
Pedro Allende
G94713929499485...

Pedro Allende, Secretary

2/20/2024 | 9:50 PM EST

Date

CBRE, INC.

DocuSigned by:
Josh Bank
BAEB5B61FD7E4C4...

Signature

Josh Bank Managing Director

Print Name and Title

2/20/2024 | 1:28 PM PST

Date