

Standard UCF Addendum for Service Contracts for Purposes of Compliance with Sections 119.0701 and 448.095, F.S.

The following provision shall be added to the contract between the University of Central Florida Board of Trustees ("UCF") and _____ ("Contractor" or "Vendor"), entitled _____ ("Contract").

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: Office of the General Counsel, (407) 823-2482, gcounsel@ucf.edu, University Of Central Florida, 4365 Andromeda Loop N., Millican Hall, Suite 360, Orlando, FL 32816-0015.

PUBLIC RECORDS, CONTRACT FOR SERVICES

To the extent that Contractor meets the definition of "Contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Contractor must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

1. Keep and maintain public records required by the public agency to perform the service.
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 a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
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.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

This Contractor and any subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

E-Verify. All terms defined in §448.095, Fla. Stat., are adopted and incorporated into this provision. Pursuant to §448.095, Fla. Stat., Vendor certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the US employment eligibility of all of Vendor's employees hired by the Vendor during the term of this Agreement and/or while performing work or providing services for UCF. Vendor shall require that all subcontractors performing work or providing services on behalf of Vendor for UCF also comply with the requirements of §448.095, Fla. Stat and utilize the E-Verify system to verify US employment eligibility of all employees hired by subcontractor. The Vendor shall require for the subcontractor to provide to Vendor an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit for the duration of the Agreement. UCF may terminate this Agreement immediately upon notice to Vendor for any violation of this provision. A Vendor whose contract is terminated pursuant to this paragraph is liable for additional costs incurred by UCF due to the termination of the Agreement. Section 448.095, Florida Statutes, shall be interpreted consistently with applicable federal laws or regulations. If there are new regulatory pronouncements or guidances or statutory requirements regarding, or judicial interpretations of, Section 448.095, Florida Statutes, during the term of this [contract] the parties agree to update this clause so that it complies with such pronouncements, requirements and interpretations.

**E-Verify Alternative Clause
Contractors Who Are Public Employers**

To the extent that you qualify as a Public Employer as defined by Section 448.095, F.S., in lieu of the E-Verify section above, the following paragraph will apply to you:

Florida E-Verify Law; Section 448.095, Florida Statutes. [You] represent and warrant to [UCF] that [you] are registered with and using the E-Verify system to verify

the US work authorization status of all newly hired employees and covenant to continue to do so throughout the term of this [contract]. [You] further covenant to comply with the other applicable requirements of Section 448.095, Florida Statutes.

All other terms and conditions of the Contract remain in full force and effect, unless amended hereby.

UCF

By: _____

Print Name: _____

Title: _____

Date: _____

CONTRACTOR

By: _____

Print Name: _____

Title: _____

Date: _____